



OFFICE OF THE COMMON COUNCIL

Stephanie Viscelli
President

Louise S. Glasso
City Clerk

Rome City Hall
198 N. Washington St.
Rome, NY 13440
www.romenewyork.com

Lori A. Trifeletti ♦ 1st Ward **Sharie Fiorini-Parsons** ♦ 4th Ward
John B. Mortise ♦ 2nd Ward **Frank R. Anderson** ♦ 5th Ward
Kimberly Rogers ♦ 3rd Ward **Riccardo D. Dursi, Jr.** ♦ 6th Ward
Lou DiMarco, Jr. ♦ 7th Ward

COMMON COUNCIL MEETING REGULAR SESSION

JULY 13, 2016
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

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

Members of the council to meet with Fred Schmidt on July 13th @ 5:30pm to discuss the status of current of water projects.

Members of the council to meet with Fred Schmidt on July 20th @ 5:30pm to discuss the status of current water projects.

9. REPORT OF CITY OFFICIALS

10. REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS

11. PRESENTING OF REPORT OF COMMITTEES

12. RESOLUTIONS

RES. NO. 85

A

AUTHORIZING THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION RELATIVE TO THE RECONSTRUCTION OF GRIFFISS VETERANS MEMORIAL PARKWAY. Schmidt

RES. NO. 86

C

ACCEPTING DONATION OF \$2,000.00 PRESENTED TO THE CITY OF ROME DEPARTMENT OF PUBLIC SAFETY BY THE ROME ELKS CLUB BPOE 96. Retrosi

RES. NO. 87

E

AUTHORIZING THE CITY OF ROME TO EXECUTE A FIVE-YEAR EXTENSION OF THE INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA FOR SHARED EQUIPMENT AND SERVICES. Schmidt

RES. NO. 88

H

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO SUBMIT A GRANT APPLICATION IN AN AMOUNT NOT TO EXCEED \$250,000 TO NATIONAL GRID URBAN CENTER/COMMERCIAL DISTRICT REVITALIZATION PROGRAM. Seelig

RES. NO. 89

K

RESOLUTION DETERMINING THAT ACTION TO UNDERTAKE MOHAWK RIVER TRAIL PHASE 2 DESIGN WORK WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT. Nolan

RES. NO. 90

O

AUTHORIZING THE EXTENSION OF AN INTER-MUNICIPAL AGREEMENT WHEREBY THE CITY OF ROME WILL PROVIDE AIRCRAFT RESCUE FIRE FIGHTING SERVICES AT THE GRIFFISS INTERNATIONAL AIRPORT. Retrosi

RES. NO. 91

D

AUTHORIZING THE MAYOR TO SUBMIT THE 2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR REVIEW AND APPROVAL. Seelig

RES. NO. 92

G

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO SUBMIT A CONSOLIDATED FUNDING GRANT APPLICATION IN AN AMOUNT NOT TO EXCEED \$646,000 FOR THE WEST DOMINICK STREET SMART WALK GREEN INFRASTRUCTURE PROJECT. Seelig

RES. NO. 93

I

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO SUBMIT A 2016 NEW YORK STATE CONSOLIDATED FUNDING APPLICATION (CFA) IN AN AMOUNT NOT TO EXCEED \$175,000.00 FOR THE MOHAWK RIVER TRAIL PHASE II FINAL DESIGN PROJECT. Seelig

13. ORDINANCES

Current Legislation

ORD. NO. 9096

B

AUTHORIZING THE CLOSING OF THE 200 BLOCK OF CHURCH STREET ON AUGUST 3, 2016. Glasso

ORD. NO. 9097

L

AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO PAY COSTS OF MOHAWK RIVER TRAIL PHASE 2 DESIGN WORK.

ORD. NO. 9098

P

AUTHORIZING THE PLACEMENT OF "NO PARKING" SIGNS ON THE NORTH SIDE OF THE 400, 500, AND 600 BLOCKS OF WILLIAMS STREET. Schmidt

ORD. NO. 9099

F

AUTHORIZATION TO ACQUIRE EASEMENT ON ANTHONY STREET FROM PATRICE A. COCCIA CIANFROCCOTO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

ORD. NO. 9100

L

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM PALL REAL ESTATE LLC TO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

ORD. NO. 9101

M

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM FRANK B. CALANDRA, JR. TO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

ORD. NO. 9102

N

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM FRANK AND NANCY CALANDRATO ALLOW THE CITY OF ROME ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

14. LOCAL LAWS

15. TABLED LEGISLATION

16. VETOED LEGISLATION

17. ADJOURNMENT

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

NEXT SCHEDULED COMMON COUNCIL MEETING: JULY 27, 2016

RESOLUTION NO. 85

AUTHORIZING THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH THE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION RELATIVE TO THE
RECONSTRUCTION OF GRIFFISS VETERANS MEMORIAL PARKWAY.

By Councilor _____ :

WHEREAS, the State of New York Department of Transportation proposes to construct a State Highway identified as P.I.N. 2752.69, Reconstruction of Griffiss Veterans Memorial Parkway, County of Oneida, within the geographical jurisdiction of the City of Rome, and

WHEREAS, the City of Rome approves such project and desires to have a highway lighting system on such highway within its geographical jurisdiction, and

WHEREAS, the State of New York has agreed to provide as part of the project the following items in connection with a street lighting system:

- a. Underground duct system, including conduits, wire, pull boxes, hand holes, junction boxes, anchor bolts, drainage pockets, expansion joints and anything necessary to complete the Highway lighting system.
- b. Seventy Nine (79) new lighting foundations
- c. Seventy Nine (79) new lighting standards with Seventy Nine (79) High Pressure Sodium Luminaries.
- d. Three (3) Disconnect Cabinets that power the Lighting System.

All of the above identified (a-d) items shall be and continue to be the property of the State of New York. Provided that the City of Rome agrees to maintain, repair and energize such highway lighting system for a period of twenty (20) years or until such time as the Commissioner, in his discretion, determines that such lighting and/or the maintenance of such lighting system is no longer necessary for such Highway/Arterial or Interstate.

Now, therefore,

BE IT RESOLVED, that the City of Rome approves of the above subject project, and

BE IT FURTHER RESOLVED, that the City of Rome shall maintain, repair and energize such highway lighting system, and

BE IT FURTHER RESOLVED, that the Common Council of the City of Rome hereby authorizes the Mayor of the City of Rome to enter into and execute an Agreement with the State of New York, and through the Commissioner of Transportation to commit the City of Rome to maintain, at its own expense, the lighting system on the above-identified project, such agreement

AGREEMENT FOR MAINTENANCE, REPAIR AND ENERGIZING OF HIGHWAY LIGHTING FOR STATE HIGHWAY/ARTERIAL/INTERSTATE IDENTIFIED AS

**PIN 2752.69 Reconstruction of Griffiss Veterans Memorial Parkway
City of Rome, Oneida County**

Agreement # _____

This Agreement made this **1st day of July, 2016**, by and between the People of the State of New York (hereinafter referred to as "STATE") acting by and through the Commissioner of Transportation (hereinafter referred to as "COMMISSIONER") whose principal office is at 50 Wolf Road, in the City and County of Albany, State of New York and the MUNICIPALITY OF **City of Rome** (hereinafter referred to as "MUNICIPALITY") acting by and through the **Honorable Jacqueline M. Izzo of City of Rome**, whose principal office is at **198 North Washington Street, Rome, NY 13440**.

WITNESSETH:

WHEREAS, the COMMISSIONER proposes to construct a State Highway/Arterial/Interstate pursuant to the New York State Highway Law, such highway being identified as **PIN 2752.69 Reconstruction of Griffiss Veterans Memorial Parkway**, County of **Oneida**, within the geographical jurisdiction of the MUNICIPALITY, and

WHEREAS, it is recognized by the MUNICIPALITY and the COMMISSIONER that the STATE does not have the funds available to maintain, repair and energize a lighting system for such highway, and

WHEREAS, the MUNICIPALITY desires to have lighting on or along such highway within the geographical jurisdiction of the MUNICIPALITY, and

WHEREAS, it is recognized by the MUNICIPALITY and the COMMISSIONER that if the MUNICIPALITY desires to have lighting on or along such highway within the geographical jurisdiction of the MUNICIPALITY, the MUNICIPALITY will have to maintain, repair and energize such lighting at its own expense, and

WHEREAS, the MUNICIPALITY, by **Resolution No. _____**, adopted at a meeting held on _____, **2016**, approved the above identified project and the terms and provisions of the Agreement and has further authorized the **Honorable Jacqueline M. Izzo** of the MUNICIPALITY to execute this Agreement on behalf of the MUNICIPALITY (copy of such Resolution is attached and made a part of this Agreement), and

WHEREAS, the MUNICIPALITY and the COMMISSIONER are desirous of identifying the respective responsibilities of the parties with regard to the highway lighting system.

NOW, THEREFORE, in consideration of the mutual promises and benefits moving to the parties, it is agreed as follows:

1. Documents Forming This Agreement. The parties agree that the Agreement consists of the following:

- a. Agreement: This document, entitled "Agreement for Maintenance, Repair and Energizing of Highway Lighting for State Highway/Arterial/Interstate, Identified as **PIN 2752.69 Reconstruction of Griffiss Veterans Memorial Parkway**;
- b. Appendix "A" - New York State Required Contract Provisions;
- c. Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act);
- d. Appendix "B" – Requirements for Federally Aided Transportation Projects;
- e. Resolution(s): duly adopted resolutions authorizing the appropriate municipal office to execute the Agreement and undertake the project on the terms and conditions set for herein.

2. The COMMISSIONER shall provide for the furnishing and placing of the following items in connections with a highway lighting system on the above mentioned highway:

- a. **Underground duct system, including conduits, wire, pull boxes, hand holes, junction boxes, anchor bolts, drainage pockets, expansion joints and anything necessary to complete the Highway lighting system.**
- b. **Seventy Nine (79) New Lighting Foundations.**
- c. **Seventy Nine (79) New Highway Light Standards with Seventy Nine (79) High Pressure Sodium Luminaries.**
- d. **Three (3) Disconnect Cabinets that power the Lighting System.**

All of the above-identified (a-d) items shall be and continue to be the property of the State of New York.

3. Upon completion of construction of the above identified highway, the MUNICIPALITY shall at its own expense, maintain the lighting system on or along such highway. Such maintenance shall include, but not be limited to:

- a. **Repair of equipment which may be damaged from any cause whatsoever.**
- b. **Replacement of equipment which may be damaged from any cause whatsoever, such replacement material to be of equal character to the replaced equipment.**
- c. **Furnishing electric current for the lighting system during the customary night hours of each day of the year, at no cost or obligation to the STATE.**

The MUNICIPALITY shall continue to maintain the lighting system for a period of **20 years** or until such time as the COMMISSIONER at his/her discretion determines that such lighting and/or the maintenance of such lighting system is no longer necessary for such State Highway/Arterial/Interstate.

In the event the MUNICIPALITY, without the prior consent of the COMMISSIONER discontinues the energizing or discontinues payment for the energizing of the highway lighting system, which results in the STATE being required to pay the Federal government any moneys, as a penalty or otherwise, the MUNICIPALITY, upon notification by the COMMISSIONER of such requirement to pay, shall reimburse the STATE the amount of such required payment.

Further, it is expressly understood that the MUNICIPALITY shall indemnify and save harmless the STATE from claims, suits, actions, damages and costs of every name and description resulting from the discontinuance of the energizing or discontinuance of payment for energizing of the lighting system by the MUNICIPALITY.

4. The COMMISSIONER or representative may periodically inspect the highway lighting system provided and installed under the above identified project number to ascertain that the lighting system is being maintained in accordance with the terms of this Agreement and in condition satisfactory to the COMMISSIONER. The COMMISSIONER shall, in writing, notify the MUNICIPALITY of any observed deficiencies, listing such deficiencies. Within thirty (30) days of receipt of such notification the COMMISSIONER or his/her representative shall arrange for a meeting to be held with the authorized representative of the MUNICIPALITY. At such meeting the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY shall discuss the means required to remedy the noted deficiencies. Based on the discussion, and based on the nature of the required remedial action, a reasonable time limit shall be mutually established by the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY for the satisfactory completion of remedial action by the MUNICIPALITY.

5. It is recognized by the parties hereto that failure of the MUNICIPALITY to complete the required remedial actions within the agreed upon time limit may subject the MUNICIPALITY to certain penalties. If the equipment supplied and installed by the STATE for the above subject lighting system was done pursuant to a Federally aided and Federally reimbursable contract, and the MUNICIPALITY fails to make the remedial actions within the agreed upon time limit, no further Federally aided project shall be approved until such time as the lighting system is restored to the level and condition of maintenance required by this Agreement. In addition, failure of the MUNICIPALITY to make such remedial actions may subject the MUNICIPALITY to loss of State aid for other municipal contracts.

6. The MUNICIPALITY agrees not to assign, transfer, convey, sublet or otherwise dispose of this agreement or any part thereof, or its right, title, or interest therein, or its power to execute such agreement to any person, company or corporation without previous consent in writing to the COMMISSIONER, except as herein provided by Resolution attached hereto.

7. The COMMISSIONER herewith extends his/her consent to the MUNICIPALITY to establish a lighting district and transferring responsibility for maintenance of the lighting system and payment of ensuing energy cost to the **Lighting District.**

8. Prior to the expiration of the agreement, the Municipality shall review the Agreement and determine whether it desires to continue maintaining said lighting system.

If at any time beyond **20 years**, the MUNICIPALITY, in its discretion, determines that it does not desire to maintain said lighting system, it will so notify the COMMISSIONER. Where the MUNICIPALITY has no desire to maintain the lighting system, said fixtures will be removed by the STATE at the expense of the MUNICIPALITY, unless the STATE has funds available to maintain, repair and energize said lighting system, and the COMMISSIONER, in his/her discretion, determines that such lighting is necessary for such State Highway. Upon notification by the COMMISSIONER of the removal cost, the MUNICIPALITY shall reimburse the STATE the amount specified. The cost of removal includes but is not limited to review and upgrading of roadway delineation features, including pavement markings, and any and all penalties, fees and/or other costs for unamortized fixtures which the STATE is required to pay the Federal Government.

9. Notices.

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- i. via certified or registered US mail, return receipt requested;
 - ii. by personal delivery;
 - iii. by expedited delivery service; or
 - iv. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Transportation

Name: Anthony J. Lamanna
Title: Assistant Regional Utility Engineer, R-2
Address: 207 Genesee Street, Utica, New York 13501
Telephone Number: 315-793-2432 (office) 315-796-0581 (cell)
Facsimile Number: 315-793-2400
E-Mail Address: Anthony.Lamanna@dot.ny.gov

City of Rome

Name: Honorable Jacqueline M. Izzo
Title: Mayor
Address: 198 North Washington Street, Rome, NY 13440
Telephone Number: 315-339-7676
Facsimile Number: 315-339-7667
E-Mail Address: Mayor@romecitygov.com
Fed Tax ID: 15-6000414

- b. Any such notice shall be deemed to have been given either at the time of delivery or, in the case of expedited delivery service or certified or registered US mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of e-mail, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for the purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

10. A certified copy of the Resolution(s) passed by the **Common Council** of the **City of Rome** is attached hereto and made part of this agreement.

This Agreement shall commence on **July 1, 2016**, and shall expire **20 years** from that date.

IN WITNESS WHEREOF, the STATE has caused this instrument to be signed by the said COMMISSIONER of Transportation and the MUNICIPALITY has caused this instrument to be signed by its **Mayor**.

Agreement No. _____

Agency Certification-"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other copies of this contract."

APPROVED:

MUNICIPALITY: **City of Rome**

Municipal Attorney

By: _____
Honorable Jacqueline M. Izzo

STATE OF NEW YORK)
) ss:
COUNTY OF **ONEIDA**)

On this _____ day of _____, **2016**, before me personally came **Honorable Jacqueline M. Izzo**, to me known, who being by me duly sworn did depose and say that she is the **Mayor** of the Municipal Corporation described herein, and which executed the above instrument; that she knows the seal of such Municipality; that the seal affixed to said instrument is such corporate seal, that it was affixed by order of the legislative Body of said Municipal Corporation pursuant to a Resolution which was duly adopted on _____ and to which a certified copy is attached and made a part hereof; and that he signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
for the Commissioner of Transportation Date

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on

its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in

accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(April 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects (available through NYSDOT's web site at: www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State

in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B-- Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

- (a)** You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
- (b)** You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
 - (1)** You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
 - (2)** You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime

² www.cfda.gov/

contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

RESOLUTION NO. 86

ACCEPTING DONATION OF \$2,000.00 PRESENTED TO THE CITY OF ROME DEPARTMENT OF PUBLIC SAFETY BY THE ROME ELKS CLUB BPOE 96.

By Councilor _____:

WHEREAS, the Rome Elks Club BPOE 96 has been successful in securing a Gratitude Grant from the Elks National Foundation in the amount of \$2,000.00, said donation to be divided equally between the City of Rome Fire and Police Departments, 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 Gratitude Grant from the Elks National Foundation, in the amount of \$2,000.00, which was secured by the Rome Elks Club BPOE 96, shall be gratefully accepted by the City of Rome, said sum to be divided equally between the City of Rome Fire and Police Departments, and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to retired Rome Police Department Captain John Bielby and his wife Mary, for their diligence and time spent researching and submitting the Gratitude Grant application, and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to the Elks National Foundation, as well as to the Rome Elks Club BPOE 96, for the monetary donation of \$2,000.00 to be used in support of the City of Rome Fire and Police Departments.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

RESOLUTION NO. 87

AUTHORIZING THE CITY OF ROME TO EXECUTE A FIVE-YEAR EXTENSION OF
THE INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF ONEIDA
FOR SHARED EQUIPMENT AND SERVICES.

By Councilor _____ :

WHEREAS, the City of Rome, New York (“City”) and the County of Oneida, New York (“County”), both municipal corporations, own various equipment and perform various services and functions within their respective jurisdictions, which serve municipal purposes and further the best interests of the citizens of each respective municipal corporation, hereinafter said equipment and services are collectively referred to as “Municipal Equipment and Services”, and

WHEREAS, in the past, the City and County have cooperated with each other by permitting the other to utilize various pieces of equipment in connection with various municipal projects and/or have utilized their respective employees to perform various services for the other in connection with each respective municipality’s municipal projects, which said sharing of equipment and services facilitates and promotes municipal cooperation, reduces costs and increases efficiency, such that a municipal purpose is served and the best interests of each municipality’s citizens are furthered, hereinafter the equipment and services of one municipality utilized by the other is referred to as “Shared Municipal Equipment and Services”, and

WHEREAS, Article 5-G of the New York State General Municipal Law (“GML”) authorizes municipal corporations, including cities, towns, villages, counties and school districts, to enter into cooperative agreements for the performance or exercise on a cooperative or contract basis, among themselves or one for the other, of those services, functions, powers or activities which they can provide, perform or exercise individually, and

WHEREAS, GML, §119-o permits area municipal corporations, such as the City and County, to “enter into...agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis”, which would include the ability to utilize each other’s equipment or employees to further the other municipality’s objectives, and

WHEREAS, Frederick Schmidt, Commissioner of Public Works, is of the opinion that entering into an agreement with the County whereby each municipality shares its equipment, employees or services with the other promotes efficiency, reduces costs and furthers a municipal purpose; and, as a result, requests and recommends that the Common Council of the City of Rome authorize the Mayor to enter into an Intermunicipal Agreement with Oneida County for Shared Equipment and Services, and

WHEREAS, the intermunicipal agreement for shared equipment and services previously entered into between the City of Rome and the County of Oneida was authorized for a five year term which commenced on or about June 1, 2011, with the option of one five-year renewal upon approval of the appropriate legislative bodies, now, therefore,

BE IT RESOLVED, by the City of Rome Common Council that, pursuant to General Municipal Law, §119-o, the Rome Charter and any other applicable law, the Mayor of the City of Rome, New York be and is hereby authorized to execute the five-year renewal option with regard to the aforesaid intermunicipal agreement, and all related or necessary documents, with the County of Oneida, New York ("County") and/or such other municipalities as may be interested in sharing its equipment, employees, resources and services, which said agreement(s) shall permit the participating municipal corporations to share equipment, employees and services and which shall set forth each party's obligations with regard to said shared equipment, employees and services, which said agreement is attached hereto and made a part hereof as Exhibit "A", and

BE IT FURTHER RESOLVED, by the Common Council that the intermunicipal agreement(s) authorized hereby serve(s) a municipal purpose and is/are in the best interests of the citizens of the City of Rome, and

BE IT FURTHER RESOLVED, that the term of the aforesaid intermunicipal agreement shall be for five years, with the option of one five-year extension upon approval by the appropriate legislative bodies, and

BE IT FURTHER RESOLVED, by the Common Council that this Resolution shall take effect immediately.

Seconded by Councilor _____.

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

ADOPTED:

DEFEATED:

INTER-MUNICIPAL SHARED SERVICES AND EQUIPMENT MASTER AGREEMENT

THIS AGREEMENT entered into the _____ day of _____ 2016, by, between and among each of the undersigned municipalities who, with the consent of their respective governing boards, have agreed to participate in a County-wide, inter-municipal shared services and equipment arrangement as set forth below.

WITNESSETH

WHEREAS, the undersigned municipalities wish to join with the County and/or each other in sharing certain highway machinery, tools and equipment and services related to same; and

WHEREAS, the sharing of such equipment and services will promote and assist the maintenance of County, City, Town and Village roads and highways and transportation infrastructure and provide a cost savings for the municipality's respective taxpayers; and

WHEREAS, General Municipal Law, Article 5-G, provides broad authority for municipal corporations and districts to enter into cooperative efforts with each other. Under Article 5-G, municipal corporations and districts are authorized to, among other things, enter into intermunicipal cooperation agreements in which one municipal corporation or district provides a service to another (sharing agreement), or in which two or more municipal corporations or districts perform a joint service (joint activity arrangement).

NOW THEREFORE, in consideration of the mutual promises made by each of the parties herein, the County and the Municipality agree as follows:

1. DEFINITIONS

For the purposes of this contract, the following terms shall be defined as follows:

- a. "Municipality" shall mean the County of Oneida and any town, village or city which has agreed to be bound by the terms of the contract herein for shared services or equipment and has filed a fully executed copy of said contract with the respective clerk of the undersigned Town. Each party shall be identified as either "lending municipality" or "borrowing municipality"
- b. "Shared Services" shall mean any service provided by one municipality to another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to the following:
 - i. the renting, exchanging or lending of highway machinery, tools and equipment, with or without operators;
 - ii. the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value from the borrower through the provision of a service by

- the borrower or by the borrower's lending of its own equipment, the value of such being equal to the value of the borrowed supplies;
 - iii. the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service or a service of equal use and value, in exchange;
 - iv. the maintenance of machinery and equipment by a municipality for other municipalities.
 - c. "Superintendent" shall mean, in the case of the County, the Deputy Commissioner of Public Works, Division of Highways and Bridges or his/her designee; in the case of a town, the Town Superintendent of Highways; in the case of a village or city, the Superintendent or Commissioner of Public Works.
- 2. Any municipality, by signing this agreement, grants the authority to its superintendent to enter into any shared services or equipment arrangements with the other undersigned participating municipalities subject to the following terms and conditions:
 - a. The municipalities mutually agree to rent, exchange or borrow any and all materials, machinery or equipment, with or without operators, which either may have or need for the purposes of sharing services under the terms of this agreement. The determination as to whether such machinery, with or without operators, can be provided or is needed by the undersigned municipality shall be made by their respective superintendents. The value of materials or supplies borrowed by one municipality from another municipality under this agreement may be returned in the form of similar types and amounts of materials and supplies or by the supplying of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.
 - b. The undersigned municipalities agree to rent, exchange or lend any and all materials, machinery and equipment, with or without operators, which either municipality may need for its public purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the respective superintendents. In the event that a municipality's superintendent shall determine that it would be in the best interests of that municipality to lend machinery or equipment to another municipality, then the lending superintendent is hereby authorized to lend machinery or equipment to such borrowing municipality. The value of supplies or materials loaned to a borrowing municipality may be returned to the lending municipality by the borrowing municipality in the form of similar types and amounts of materials or supplies or by the use of equipment or rendering of services of equal value, such value to be determined by the respective superintendents.

- c. Each borrowing municipality agrees to repair and maintain the machinery and equipment of the lending municipality under terms that shall be agreed upon by the respective superintendents.
 - d. An operator of equipment or machinery to be rented or loaned by one municipality to another municipality shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. The manner in which the machinery or equipment is operated shall be determined by the properly trained, licensed and qualified operator of the lending municipality's machinery or equipment.
 - e. When receiving the services of a lending municipality's operator of such municipality's machinery or equipment, the borrowing superintendent shall make no request of the operator which would be inconsistent with any labor agreements of the operator's employer-municipality. All machinery, equipment and the operator from the lending municipality, for purposes of Worker's Compensation, liability and any other relationships with third parties, shall be deemed to be the machinery, equipment and the employee of the lending municipality.
 - f. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by a lending municipality operator. The borrowing municipality shall indemnify, hold harmless and defend the lending municipality from all damages and injuries arising out of the borrowing municipality's operation of the machinery or equipment loaned herein.
 - g. The lending municipality and the borrowing municipality shall remain fully responsible for their own employees, including but not limited to salary, insurance, benefits and Worker's Compensation.
 - h. Notwithstanding anything to the contrary, nothing contained herein shall be construed to preclude a municipality from entering into a shared services agreement between themselves and another municipality containing terms other than those set forth in this Agreement.
3. The renting, borrowing or leasing, repairing or maintaining of any particular piece of lending municipality equipment or machinery or the exchanging or borrowing of lending municipality's materials or supplies or the providing of a specific service by the lending municipality shall be evidenced by the signing and forwarding of a written request memorandum by the borrowing superintendent to the lending municipality. Such written request memorandum may be delivered to the lending municipality by mail, personal delivery, facsimile machine or any other method of transmission agreed upon by the parties.
 4. In the event that any shared services arrangement is made without a written request memorandum at the time of receipt of the shared service, the superintendent receiving the shared services shall, within five (5) days of the receipt of such service, send to the lending municipality a memorandum

identifying the type, time, date of the acceptance of the shared service. In the event such shared service related to or included any lending municipality's materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery of same.

5. In the event that a borrowing municipality wishes to rent machinery or equipment from a lending municipality or, in the event that a municipality wishes to determine the value of such rental for the purposes of exchanging services with the lending municipality or setting a comparable value, then it is agreed that such value of the shared service shall be set forth in the written request memorandum.
6. In the event that the machinery or equipment, being operated by an employee of the lending municipality, is damaged or otherwise in need of repair as a result of being used by a borrowing municipality, the lending municipality shall be responsible to make or pay for such damage or repairs. In the event that the machinery or equipment is being operated by an employee of the borrowing, receiving or renting municipality, then such borrowing, receiving or renting municipality shall be responsible to make or pay for such repairs.
7. Both the lending municipality and the borrowing municipality shall maintain records setting forth the details of all rentals, exchanges, borrowing, repairs and maintenance and other shared services. Such records shall be made available for inspection by any municipality sharing services with the County.
8. In the event that a dispute may arise relating to the repair, maintenance or the shared service itself, such dispute may be resolved through mediation or arbitration.
9. Any municipality which is a party to this agreement may revoke such agreement by filing a notice of such revocation with the other municipality appearing hereon. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.
10. Any action taken by the superintendents pursuant to the provisions of this agreement shall be consistent with the public duties of such officials and any expenditure incurred shall not exceed the amounts set forth in the lending municipality and borrowing municipality's budgets for highway purposes.
11. A record of the borrowing municipality's participation in the shared services provided for under this agreement shall be kept by the respective superintendents and a statement thereof, prepared in a manner satisfactory to the governing board of such participating municipality, shall be submitted to the lending and borrowing superintendents upon request.
12. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part may be modified, in writing, by the participating municipalities to the extent necessary to make the contract provision valid

and operative or, if it cannot be so modified, then severed, and the remainder of the contract shall continue in full force and effect.

13. This contract may be reviewed each year by the respective governing boards of the participating municipalities and shall expire five (5) years from the date of its signing by the respective chief executive officer of a participating municipality. The governing boards of said participating municipalities may elect to extend or renew this agreement at the termination thereof for another five (5) year period.
14. Copies of this contract shall be sent to each superintendent of each of the participating municipalities. No shared service shall be conducted by and between the participating municipalities unless the respective superintendents of each such participating municipality have signed this Shared Services and Equipment Agreement and sent a copy of same to his or her respective municipal clerk and governing board.
15. Each of the undersigned parties, with the consent of their respective governing boards, agrees to conduct their shared services and equipment activities with and between the other participating municipalities in compliance with the terms and conditions set forth in this Shared Services Agreement.
16. 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.

IN WITNESS WHEREOF, each of the undersigned municipalities within the County of Oneida has, by authority granted by its governing board, caused the signature of its Chief Executive Officer and Superintendent to appear hereon and the seal of such municipality to be affixed hereto.

City of _____

County of Oneida County

By _____
Name:
Title:

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

Approved

Merima Smajic Esq.,
Assistant County Attorney

RESOLUTION NO. 88

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO SUBMIT A GRANT APPLICATION IN AN AMOUNT NOT TO EXCEED \$250,000 TO NATIONAL GRID URBAN CENTER/COMMERCIAL DISTRICT REVITALIZATION PROGRAM.

By Councilor _____:

WHEREAS, Edward R. Seelig, Deputy Director of the Department of Community and Economic Development for the City of Rome, New York, has requested the authorization to submit a grant application to the National Grid Urban Center/Commercial District Revitalization Program for the West Dominick Street SMART Walk Green Infrastructure Project for funding in an amount not to exceed \$250,000, now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome and her designees are authorized to execute a grant application to the National Grid Urban Center/Commercial District Revitalization Program for the West Dominick Street SMART Walk Green Infrastructure Project for funding in an amount not to exceed \$250,000, and if approved, any and all other contracts, documents and instruments necessary to allow the City to expend grant funds and to fulfill the City of Rome's obligation under said application, and

BE IT FURTHER RESOLVED, the cost analysis is more specifically defined pursuant to the attached Project Budget Cost Estimate, which is attached hereto and made a part of this Resolution.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
 Dursi___ DiMarco___

ADOPTED:

DEFEATED:



URBAN CENTER/COMMERCIAL DISTRICT REVITALIZATION

Note to state, regional, and local economic developers: If you intend to use this program as part of an overall incentive offer to a company, you must submit a written request to National Grid's Economic Development Department, in advance of the project announcement.

Program Summary

The service territory of National Grid's upstate New York includes twenty-one (21) urban centers with populations above 15,000. In addition to a rising demand for urban living spawned by "empty nesters" and accelerated commercial district improvements created by urban university investments in their neighborhoods, many communities are evaluating sustainable growth opportunities and enhancements to the downtown core that presents a unique opportunity to utilize excess utility infrastructure and create new employment and capital investment in upstate New York's cities. This program is designed to assist these metro centers in National Grid New York's service territory achieve their revitalization goals, increase property tax bases, and promote "smart growth" and sustainable investment in central business districts and commercial corridors.

The Urban Center/Commercial District Revitalization program provides matching grants of up to \$250,000 to local municipalities, development corporations, universities, and medical complexes undertaking major neighborhood revitalization projects. Eligible projects must be endorsed by appropriate municipal authorities, and tied to specific investments in vacant/underutilized structures, neighborhoods and sites within the urban core. Projects that capitalize on the distinctive character of historic city neighborhoods, focus on energy efficiency strategies and demonstrate an aggressive approach toward attracting retail pioneers and reclaiming vacant structures will be considered favorably in the application process. Application requests may include the following activities:

- electric and gas infrastructure and lighting installations associated with pedestrian corridor improvements, site preparation and building rehabilitation
- the development of pre-construction drawings to advance an urban redesign plan associated with lighting improvements is also eligible, to the maximum extent possible lighting designs will promote energy efficiency.
- alternative fuel transportation infrastructure as part of a larger urban revitalization effort

Applicants must match National Grid funding on a 3:1 basis with other public and/or private resources to obtain funds under this program.

Minimum Program Requirements: *Please review the program requirements and guidelines below, prior to completing an application for funding.*

Note: Program assistance is only available to customers in good standing, located within National Grid's upstate New York franchise territory. Applicants must be current in payments with National Grid or have executed a deferred payment agreement with the Company.

To be eligible for this program, the **applicant** must be:

- ❑ A municipality and/or its authorized development corporation, **or**
- ❑ A 501(c)3 or 501(c)6, university, or medical complex with the endorsement of the authorized municipality where the project is taking place

To be eligible for this program, the **project** must:

- ❑ Reside within the National Grid franchise area, **and**
- ❑ Be located in a central business district or commercial area, **and**
- ❑ Have existing utility infrastructure that is underutilized, **and**
- ❑ Have a 3:1 match of other public and private funds to National Grid's dollars, **and**
- ❑ Show specific evidence of job creation and capital investment by businesses or other economic entities attracted or retained by the project, **and**
- ❑ Show evidence of concurrent commitment to the renovation of vacant or underutilized sites and structures within the urban core , **and**
- ❑ Reside within a city with population above 15,000.

Funding and Eligibility Guidelines

Program funding and parameters are established annually by National Grid. Grants are available on a continual basis until all funding is expended during that program year or until December 31st of the current program year. Funding is released to a grant award recipient only after the recipient has met all conditions of the program. In all circumstances, funding should be viewed by the applicant as a reimbursement for work completed following grant approval in the form of an award letter.

The grant award recipient should expect to execute a Funding Agreement with National Grid. The Agreement will outline expectations of the grant program and the conditions for the release of funds.

Grant amounts listed are the maximum allowable award for each program. Each application is evaluated on a variety of factors, resulting in some not receiving the maximum grant award.

If you are applying to more than one program for the same project, you must indicate that clearly on the application.

Under no circumstance will funding be released after the expiration of the Company's current rate agreement or without prior written consent from National Grid.

- Program funds may only be used to offset 25% (3:1 funding match required) associated with planning, design, engineering, and construction costs related to the enhancement of a Urban Center/Commercial District involving lighting projects.
- Priority will be given to applicants who demonstrate smart growth strategies and partnerships designed to attract new investment and jobs in the urban core.

Maximum funding per project is \$250,000.

How to Apply

To apply for the Urban Center/Commercial District Revitalization please:

- Complete the program application on-line.; and,
- Upload all required documentation as noted at the end of your on-line application.

If you need assistance in completing the application, please contact Karen Mousaw via email at Karen.Mousaw@us.ngrid.com.

Project Budget Cost Estimate (Planning Level)

July 1, 2016

Item Description	Unit	Quantity	Unit Price (2015 \$)	Cost
Streetscape Improvements				
Cutting Pavement	LF	1,450	\$5	\$7,250
Unclassified Excavation and Disposal (30" Depth)	CY	900	\$35	\$31,500
Stone Curb (6" Reveal)	LF	1,380	\$50	\$69,000
Stormwater Management Unit (Including Excavation, Subbase, Pipe Connection and Pavement Resotation)	EA	4	\$20,000	\$80,000
Asphalt Pavement Patch, Heavy-Duty Section (Including Subbase)	SY	170	\$95	\$16,150
Accessible Curb Ramp (Including Excavation, Subbase, Concrete and Detectable Warning Field)	EA	2	\$3,200	\$6,400
Stone Strip at Rain Garden Curb Inlets (2' x 3' x 12" Depth, Including Geotextile Separation)	EA	3	\$50	\$150
Premeable Pavers (Including Excavation and Open Graded Stone Courses - 18" Depth)	SF	3,630	\$19.50	\$70,785
Removal of Existing Pavement Markings - 4" Wide Line	LF	825	\$1.25	\$1,031
Removal of Existing Pavement Markings - Symbols	LF	4	\$100	\$400
Pavement Markings - 4" Wide Line	LF	4,275	\$1	\$4,275
Pavement Markings - Symbols	LF	6	\$200	\$1,200
Ground Mounted Signage	EA	8	\$375	\$3,000
Drainage Structure / Surface Utility Adjustment	EA	5	\$250.00	\$1,250
Remove Existing Light Pole	EA	10	\$500.00	\$5,000
Light Pole Assembly and Fixure with Pedestrian Fixture and Bracket Arm	EA	10	\$9,500.00	\$95,000
Planting Soil Media (36" Depth)	CY	735	\$65	\$47,775
Shade Trees (Including Portable Irrigation Bag and Post Planting Care)	EA	13	\$800	\$10,400
Deciduous / Evergreen Shrubs (Including Post Planting Care)	EA	200	\$80	\$16,000
Perennials / Ornamental Grasses (Including Post Planting Care)	EA	200	\$30	\$6,000
Shredded Hardwood Mulch (3" Depth)	CY	40	\$50	\$2,000
Turf Establishment (Includes 4" topsoil and seed)	SY	290	\$10	\$2,900
SUB-TOTAL STREETScape IMPROVEMENTS				\$480,000
Basic Work Zone traffic Control (6%)	LS	1		\$24,000
Mobilization (4%)	LS	1		\$19,200
Survey Operations (2%)	LS	1		\$9,600
Erosion and Sediment Control (0.5%)	LS	1		\$2,400
TOTAL STREETScape IMPROVEMENTS				\$535,200
Design Contingency (20%)				\$107,040
Engineering (15%)				\$80,280
Construction Inspection / RPR (12%)				\$64,224
Construction Contingency (10%)				\$53,520
GRAND TOTAL STREETScape IMPROVEMENT COST				\$840,264

Assumptions

- Any necessary permits are not included in the costs noted above.
- No utility improvements and/or relocations are anticipated, except as noted, and are not included in the costs noted above.
- Existing light pole base to be reused for new poles and fixtures. Existing conduits, wires and handholes to remain and be re-used.

GIGP Eligible	\$636,274
90% GIGP	\$572,646.60
10% GIGP city shar	\$63,627.40
total city cost	\$203,990.00
CDBG available	\$400,000
CDBG less city cos	\$196,010.00
National Grid fundin	\$250,000.00
Total project cost	\$1,286,274.00

RESOLUTION NO. 89

RESOLUTION DETERMINING THAT ACTION TO
UNDERTAKE MOHAWK RIVER TRAIL PHASE 2 DESIGN
WORK WILL NOT HAVE A SIGNIFICANT EFFECT ON THE
ENVIRONMENT

By Councilor _____

WHEREAS, the Common Council of the City of Rome, Oneida County, New York (the "City") is considering undertaking certain design work for the Mohawk River Trail Phase 2 (the "Project"); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations"), the City desires to comply with the SEQR Act and the Regulations with respect to the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ROME COMMON COUNCIL AS FOLLOWS:

1. The Project constitutes a "Type II Action" (as defined in the Regulations) and no further action under the SEQR Act and the Regulations is required with respect thereto.
2. This resolution shall take effect immediately.

The foregoing Resolution was thereupon declared duly adopted.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

RESOLUTION NO. 90

AUTHORIZING THE EXTENSION OF AN INTER-MUNICIPAL AGREEMENT WHEREBY THE CITY OF ROME WILL PROVIDE AIRCRAFT RESCUE FIRE FIGHTING SERVICES AT THE GRIFFISS INTERNATIONAL AIRPORT.

By Councilor _____ :

WHEREAS, the Common Council of the City of Rome, pursuant to Resolution No. 110 adopted August 13, 2008, authorized the Mayor of the City of Rome to enter into an intermunicipal agreement with Oneida County whereby the City of Rome would provide Aircraft Rescue Fire Fighting Services; and

WHEREAS, the County and the City entered into an Agreement dated the 19th day of February, 2009, wherein the City (through the Rome Fire Department) agreed to provide the County with Aircraft Rescue Fire Fighting Services as required by the County of Oneida at the County's Griffiss International Airport; and

WHEREAS, the agreement allows for extension upon mutual agreement of the parties; and

WHEREAS, Frank Retrosi, Public Safety Commissioner for the City of Rome, New York is of the opinion that extending the above referenced agreement is in the best interest of the City of Rome; now, therefore,

BE IT RESOLVED, that the intermunicipal agreement to provide Aircraft Rescue Fire Fighting ("ARFF") services to the Oneida County Griffiss Airfield now known as the Griffiss International Airport for aircraft/airfield associated emergencies be and is hereby extended; and

BE IT FURTHER RESOLVED, that the term of this agreement shall begin retroactive to March 1, 2013 and end on December 31, 2016, pursuant to the attached Extension of Agreement which is made part of this Resolution.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

EXTENSION OF AGREEMENT

THIS EXTENSION OF AGREEMENT, by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "**County**"), and the **City of Rome**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 198 North Washington Street, Rome, New York 13440 (hereinafter referred to as "**City**"), through the **Rome Fire Department**, a department of the City of Rome (hereinafter referred to as "**RFD**");

WITNESSETH

WHEREAS, the **County** and the **City** entered into an Agreement dated the 19th day of February, 2009, wherein the **City**, through the **RFD**, agreed to provide the **County** with Aircraft Rescue Fire Fighting Services as required by the **County** at the **County's** Griffiss International Airport; and

WHEREAS, the term of said Agreement began on March 1, 2008, and ended on March 1, 2013 ("**Original Term**"); and

WHEREAS, said Agreement, at paragraph 2 therein, provided that the parties could mutually agree, in writing, to renewals of said Agreement; and

WHEREAS, the parties desire to memorialize, in writing, their mutual agreement to renew the terms and conditions of said Agreement for an additional term;

NOW THEREFORE, in consideration of the mutual promises made herein, the **County** and the **City** hereby agree as follows:

- A. The February 19, 2009 Agreement between the parties shall be renewed for an additional term commencing on March 1, 2013 and terminating on December 31, 2016 ("**Renewal Term**"), unless sooner terminated by the parties pursuant to the provision of paragraph 8 of the said Agreement.
- B. The **Renewal Term** shall be under the same terms and conditions as the **Original Term**, except that the addresses for delivery of notices contained in paragraph 8 are amended as follows:

County:

County of Oneida
ATTN: Commissioner of Aviation
660 Hangar Road, Suite 223
Rome, New York 13441

With a copy to:

County of Oneida
ATTN: County Attorney
800 Park Avenue
Utica, New York 13501

City:

City of Rome
ATTN: Mayor
198 North Washington Street
Rome, New York 13440

With a copy to:

City of Rome
ATTN: Corporation Counsel
198 North Washington Street
Rome, New York 13440

RFD:

Rome Fire Department
ATTN: Chief
158 Black River Blvd.
Rome, New York 13440

IN WITNESS WHEREOF, the **County**, the **City**, and the **RFD** have executed this Agreement on the day and year first written below.

County of Oneida

City of Rome

By: _____
Anthony J. Picente, Jr.
County Executive

By: _____
Jacqueline M. Izzo
Mayor

Date: _____

Date: _____

Rome Fire Department

By: _____
Ronald Brement
Chief

Approved:

Approved:

By: _____
Amanda Lynn Cortese
Special Assistant County Attorney

By: _____
Corporation Counsel

RESOLUTION NO 91

AUTHORIZING THE MAYOR TO SUBMIT THE 2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR REVIEW AND APPROVAL.

By Councilor _____:

WHEREAS, Community Development Block Grant Entitlement funding will be made available to the City of Rome in 2016 upon submission of the Community Development Block Grant Program Annual Action Plan to the United States Department of Housing and Urban Development; and

WHEREAS, public information concerning the amount of funds available for use has been provided to the citizens of Rome; and

WHEREAS, the Common Council and the City of Rome Department of Community & Economic Development have held two (2) public hearings, on November 10th and November 12th, 2015, to obtain any views and comments the citizens of Rome had concerning said Community Development Block Grant funding; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome is hereby authorized to submit the 2016 Community Development Block Grant Program Annual Action Plan and any and all necessary documents, to the United States Department of Housing and Urban Development, in order to receive the City of Rome's 2016 Community Development Block Grant Entitlement, pursuant to the attached Annual Action Plan Summary and Spending Plan that are made part of this Resolution; and

BE IT FURTHER RESOLVED, that all funds received under the Community Development Block Grant Program shall be administered by the City of Rome's Department of Community & Economic Development, pursuant to the Housing and Community Act of 1974, 1980, 1983 and 1988, as amended.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
 Dursi___ DiMarco___

ADOPTED:

DEFEATED:

City of Rome

2016 Annual Action Plan Summary

Community Development Block Grant

The City of Rome has been awarded \$ 926,572.00 in Entitlement Funding (EN) by the U.S. Department of Housing & Urban Development for the 2016 Community Development Block Grant (CDBG) program year; the primary objective of the CDBG Program is the development of viable urban communities, by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low to moderate income.

The City of Rome determines its spending priorities each year by conducting public outreach efforts through public meetings and surveys, consultation with local organizations, and its Community Development Advisory Committee (CDAC), which is comprised of three City Councilors and one constituent from each of the City's seven wards.

This year, the City of Rome will be committing \$ 926,572.00 to the following categories:

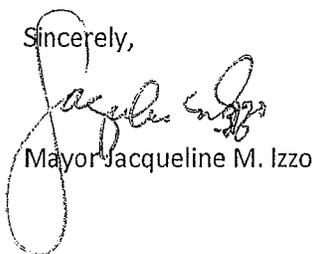
- Housing Activities
- Slum & Blight
- Public Facilities
- Public Services
- Economic Development
- Program Administration

This year's allocation will be focusing heavily on the improvement of West Rome, beginning with development along West Dominick Street. West Dominick Street is considered a Main Street Corridor, and is part of the Erie Boulevard Brownfield Opportunity Area (BOA); which allows the City to leverage funding sources to provide a more substantial impact in the community. The 2016 CDBG entitlement will fund two hallmark projects for West Rome; the Residential Façade Program, and the SMART Walk Neighborhood Enhancement. The residential façade program will provide residents with funding to enhance the fronts of their homes, and the SMART Walk will be a neighborhood street, sidewalk, and beautification initiative which will greatly enhance the neighborhood, both functionally and aesthetically. The City would also like to dedicate a portion of its Economic Development funding for the Commercial Façade program to West Dominick Street.

In addition to the above, the City will also be committing funding towards managing slum and blight through targeted building demolitions, as well as funding for non-profit programming city-wide.

The City encourages public comments, and welcomes your input on the City's 2016 CDBG Annual Action Plan.

Sincerely,



Mayor Jacqueline M. Izzo

**2016 CDBG SPENDING PLAN
Final CDAC Recommendation**

2016 CDBG Allocation - \$ 926,572.00

Category	Projects	Proposed Amount	
Housing Activities	The Gateway Corridor Project - Residential Façade Program Targeted neighborhood façade initiative to focus on West Dominick Street.	\$	100,000.00
Slum & Blight	Demolition and Acquisition	\$	75,000.00
Public Facilities	Streets, Sidewalks and Public Facility Improvements West Dominick Street - SMART Walk Project	\$	400,000.00
Public Services	Not-for-Profit Programmatic Activities	\$	60,000.00
Economic Development	Commercial Façade Program & Small Business Development	\$	110,000.00
Program Administration	General Administration & Overhead	\$	181,572.00
			Total Allocation
		\$	926,572.00

RESOLUTION NO. 92

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO SUBMIT A CONSOLIDATED FUNDING GRANT APPLICATION IN AN AMOUNT NOT TO EXCEED \$646,000 FOR THE WEST DOMINICK STREET SMART WALK GREEN INFRASTRUCTURE PROJECT.

By Councilor _____:

WHEREAS, the City of Rome is hereby authorized and directed to file an application on behalf of the City of Rome in an amount not to exceed \$646,000 to the New York State Environmental Facilities Corp., for the West Dominick Street SMART Walk Green Infrastructure Project, with a 10% match required, pursuant to the description which is attached hereto and made a part of this Resolution; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome and her designees are hereby authorized to execute a Consolidated Funding Grant Application to the Environmental Facilities Corp., and any and all other contracts, documents and instruments necessary to fulfill the City of Rome's obligation under said Grant Application.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

Project Budget Cost Estimate (Planning Level)

July 1, 2016

Item Description	Unit	Quantity	Unit Price (2015 \$)	Cost
Streetscape Improvements				
Cutting Pavement	LF	1,450	\$5	\$7,250
Unclassified Excavation and Disposal (30" Depth)	CY	900	\$35	\$31,500
Stone Curb (6" Reveal)	LF	1,380	\$50	\$69,000
Stormwater Management Unit (Including Excavation, Subbase, Pipe Connection and Pavement Resotration)	EA	4	\$20,000	\$80,000
Asphalt Pavement Patch, Heavy-Duty Section (Including Subbase)	SY	170	\$95	\$16,150
Accessible Curb Ramp (Including Excavation, Subbase, Concrete and Detectable Warning Field)	EA	2	\$3,200	\$6,400
Stone Strip at Rain Garden Curb Inlets (2' x 3' x 12" Depth, Including Geotextile Separation)	EA	3	\$50	\$150
Premeable Pavers (Including Excavation and Open Graded Stone Courses - 18" Depth)	SF	3,630	\$19.50	\$70,785
Removal of Existing Pavement Markings - 4" Wide Line	LF	825	\$1.25	\$1,031
Removal of Existing Pavement Markings - Symbols	LF	4	\$100	\$400
Pavement Markings - 4" Wide Line	LF	4,275	\$1	\$4,275
Pavement Markings - Symbols	LF	6	\$200	\$1,200
Ground Mounted Signage	EA	8	\$375	\$3,000
Drainage Structure / Surface Utility Adjustment	EA	5	\$250.00	\$1,250
Remove Existing Light Pole	EA	10	\$500.00	\$5,000
Light Pole Assembly and Fixure with Pedestrian Fixture and Bracket Arm	EA	10	\$9,500.00	\$95,000
Planting Soil Media (36" Depth)	CY	735	\$65	\$47,775
Shade Trees (Including Portable Irrigation Bag and Post Planting Care)	EA	13	\$800	\$10,400
Deciduous / Evergreen Shrubs (Including Post Planting Care)	EA	200	\$80	\$16,000
Perennials / Ornamental Grasses (Including Post Planting Care)	EA	200	\$30	\$6,000
Shredded Hardwood Mulch (3" Depth)	CY	40	\$50	\$2,000
Turf Establishment (Includes 4" topsoil and seed)	SY	290	\$10	\$2,900
SUB-TOTAL STREETScape IMPROVEMENTS				\$480,000
Basic Work Zone traffic Control (5%)	LS	1		\$24,000
Mobilization (4%)	LS	1		\$19,200
Survey Operations (2%)	LS	1		\$9,600
Erosion and Sediment Control (0.5%)	LS	1		\$2,400
TOTAL STREETScape IMPROVEMENTS				\$535,200
Design Contingency (20%)				\$107,040
Engineering (15%)				\$80,280
Construction Inspection / RPR (12%)				\$64,224
Construction Contingency (10%)				\$53,520
GRAND TOTAL STREETScape IMPROVEMENT COST				\$840,264

Assumptions

1. Any necessary permits are not included in the costs noted above.
2. No utility improvements and/or relocations are anticipated, except as noted, and are not included in the costs noted above.
3. Existing light pole base to be reused for new poles and fixtures. Existing conduits, wires and handholes to remain and be re-used.

GIGP Eligible	\$636,274
90% GIGP	\$572,646.60
10% GIGP city shar	\$63,627.40
total city cost	\$203,990.00
CDBG available	\$400,000
CDBG less city cos	\$196,010.00
National Grid fundin	\$250,000.00
Total project cost	\$1,286,274.00

Environmental Facilities Corp. - Green Innovation Grant Program

Funding Available: \$10 million

DESCRIPTION:

The Green Innovation Grant Program (GIGP) provides grants on a competitive basis to projects that improve water quality and demonstrate green stormwater infrastructure in New York. GIGP is administered by the New York State Environmental Facilities Corporation (EFC) through the Clean Water State Revolving Fund (CWSRF) and is funded through a grant from the United States Environmental Protection Agency.

Green infrastructure practices treat rainwater as a valuable resource to be harvested and used on site, or filtered and allowed to soak back into the ground, recharging our aquifers, rivers and streams. The plants used in green infrastructure help to cool our surroundings and improve air quality through the process of evapotranspiration. These green practices can also help beautify our streets and neighborhoods, improve property values, revitalize downtowns and improve the overall quality of our lives.

Projects selected for funding go beyond providing a greener solution, they maximize opportunities to leverage the multiple benefits of green infrastructure, which include restoring habitat, protecting against flooding, providing cleaner air, and spurring economic development and community revitalization. At a time when so much of our infrastructure is in need of replacement or repair and communities are struggling to meet competing needs, we need resilient and affordable solutions like green infrastructure that can meet many objectives at once.

The amount of funding available for Round 8 of GIGP (GIGP 8) is \$10 million. EFC seeks highly visible demonstration projects which:

- Create and maintain green, wet-weather infrastructure
- Spur innovation in the field of stormwater management
- Build capacity locally and beyond, to construct and maintain green infrastructure
- Facilitate the transfer of new technologies and practices to other areas of the State

GIGP 8 applicants are strongly encouraged to work with their Regional Council to align their project with regional goals and priorities. EFC reserves the right to fund all, or a portion of, an eligible proposed project. Grants will be available for up to 90% of the total eligible project costs set forth in the application. A minimum 10% match from state or local sources is required. Funding will be provided to selected projects to the extent that funds are available.

ELIGIBLE TYPES OF APPLICANTS:

- Municipal
- Intermunicipal
- Interstate Agencies
- State Agencies

Eligible applicants may submit more than one grant application. However, EFC reserves the right to limit GIGP 8 funding to one grant award per applicant.

Applicants should refer to the New York State Stormwater Management Design Manual <http://www.dec.ny.gov/chemical/29072.html> for design guidance.

APPLICATION REQUIREMENTS:

All applicants must submit a conceptual site plan, existing conditions plan, a feasibility study, and site photographs with their Consolidated Funding Application (CFA). Minimum content requirements for the feasibility study, conceptual site plan, and existing conditions plan, are included in the CFA and can also be found at: www.efc.ny.gov/gigp

INELIGIBLE ACTIVITIES:

Projects which are **NOT ELIGIBLE** for GIGP funding include:

- Stormwater controls that have impervious or semi-impervious liners and provide no compensatory evapotranspirative or harvesting function for stormwater retention
- Stormwater ponds that serve an extended detention function and/or extended filtration, including dirt-lined detention basins
- In-line and end-of-pipe treatment systems that only filter or detain stormwater
- Underground stormwater control and treatment devices such as swirl concentrators, hydrodynamic separators, baffle systems for grit, trash removal/floatables, oil and grease, inflatable booms and dams for in-line underground storage and diversion of flows
- Stormwater conveyance systems that are not soil/vegetation based (swales) such as pipes and concrete channels
- Hardening, channelizing or straightening streams and/or stream banks
- Green infrastructure practices which are being implemented to comply with the requirements of the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Construction Activity Permit No. GP-0-15-002 ("Permit"). (Note: practices which are over and above Permit requirements will be considered for funding)
- Wetlands construction or restoration required as compensation (mitigation) for adverse impacts to wetlands or other environmental damage caused through construction activities. This ineligible category includes both tidal and freshwater wetland mitigation projects
- Costs not directly attributable to water quality including: asbestos abatement and amenities i.e. bus shelters, benches, light poles, traffic devices, etc.
- Potable water irrigation systems
- Capital equipment costs such as street sweepers, sewer cleaners, and vector trucks

SELECTION CRITERIA:

EFC will score and select projects based on the following criteria:

- Measurable improvement or protection of water quality, including applicant's proposal for generating water quality metrics
- Addressing or demonstrating solutions to Regional water quality issues
- Reducing flow to a Combined Sewer System
- Likelihood of project success, based on project development at time of application
- The extent to which the project spurs innovation in the area of green stormwater infrastructure, through research, development, and/or the adoption of new technologies
- Alignment with the goals and priorities of its Regional Council Strategic Plan
- Projects identified in a NY Rising Community Reconstruction Program Plan or a NY Rising Countywide Resiliency Plan or identified in the Regional Council's Downtown Revitalization Initiative

- Revitalization of communities - building projects in municipal centers, utilizing land recycling, retrofits, and/or infill
- Fostering safe, healthy, walkable neighborhoods through improved access to affordable multimodal transportation choices as part of green street projects
- Ability to be replicated to improve water quality in an urban area
- Public stakeholder engagement in the development of the project
- Outreach and educational opportunities provided by the project applicant in order to facilitate the transfer of new technologies, knowledge, and practices to other NYS water quality issues and other regions of the State
- Leveraging of additional resources through removing barriers to collaboration, developing new partnerships, utilizing staff and in-kind resources, securing other funding and investments, and/or provides workforce development
- Applicant's plan for the long-term operation, maintenance, and water quality / flow monitoring of the project

EFC will consider regional distribution in the determination of awards, to the extent practicable.

SUCCESSFUL APPLICANT REQUIREMENTS:

Recipients must provide documentation of the following before entering into a Grant Agreement:

- Legal right to own, operate and maintain the project for the duration of its useful life
- Compliance with the Smart Growth Infrastructure Act of 2010 and the State's M/WBE requirements.
- Successful completion of all State environmental and historic preservation reviews i.e., SEQR and SHPO.
- Detailed final budget and plan of finance including all third party funding agreements, intermunicipal agreements, and satisfaction of the minimum 10% local match requirement
- Designation of an Authorized Representative for the project
- EFC Approved Final Feasibility Study
- Recipients must complete all requirements to enter into a grant agreement within six months of the award
- Prior to entering into a Grant Agreement with EFC, the Applicant will be required to demonstrate that funding is available to complete the project

ADDITIONAL RESOURCES:

For more information, visit <http://www.efc.ny.gov/gigp>

Waterfront Revitalization

Department of State - Local Waterfront Revitalization Program

Funding Available: Up to \$19.5 million

Description:

The Department of State's Local Waterfront Revitalization Program provides 50:50 matching grants on a competitive basis to eligible villages, towns, cities, and counties (with the consent and on behalf of one or more villages, towns, cities) located along New York's coasts or designated inland waterways to revitalize communities and waterfronts through planning, design, and construction projects, with design and construction tied to prior planning (must have an approved Local Waterfront Revitalization Program or relevant component substantially completed). Construction projects also must be on public property, or where a permanent public interest, such as conservation easement, has been established. This is a reimbursement program.

Eligible Types of Applicants:

Eligible applicants are villages, towns, or cities, and counties (with the consent and on behalf of one or more towns, villages, or cities) which are located along New York's coasts or inland waterways designated pursuant to Executive Law, Article 42. A list of coastal water bodies and designated inland waterways is available at <http://www.dos.ny.gov/funding/>. Applicants may also partner with other organizations; however, only applications from eligible applicants will be evaluated for funding. If successful, all applicable procurement requirements must be met for such partnerships. Applications submitted by not-for-profit organizations (including, but not limited to, community-based organizations, neighborhood groups) and for-profit organizations are ineligible and will not be scored.

Eligible applicants working in partnership with neighboring municipalities to address regional land use, waterfront revitalization, community development, and resource and/or environmental issues or opportunities are encouraged to apply. Only the municipality identified as the applicant (one village, town, or city, or a county with the consent and on behalf of one or more villages, towns, cities) will be awarded a contract.

- For general planning needed to advance any of the eligible activities listed below, an applicant must be a village, town, city, or county with the consent and on behalf of one or more towns, villages, or cities located along New York's coast or a designated inland waterway.
- For project-specific planning, feasibility, design, and/or marketing needed to advance eligible activities, an applicant must be a village, town, city, or county with the consent and on behalf of one or more towns, villages, or cities, currently preparing a LWRP or component, or with an approved LWRP or component.
- For construction of projects needed to advance eligible activities, an applicant must be a village, town, city with an approved LWRP or the relevant LWRP component substantially completed, or a county with the consent and on behalf of one or more eligible town, village, or city with an approved LWRP or relevant LWRP component substantially completed.

Applicants that have been awarded Department grants in the past should have demonstrated responsible contracting with the Department to be eligible for an award from this procurement.

Amendments cannot be made to the original contracted scope of work, for example, applicants that receive funding for general planning or for project-specific planning, feasibility, design, and/or marketing projects may use this funding for these purposes only.

Eligible Activities / Program Benefit Requirements:

Local Waterfront Revitalization Program Grant Funding will be available for program planning, feasibility, design, or marketing of specific projects, and construction projects, to advance the preparation or implementation of strategies for community and waterfront revitalization through the following grant categories:

- Preparing or Implementing a Local Waterfront Revitalization Program (LWRP)
- Updating an LWRP to Mitigate Future Physical Climate Risks
- Redeveloping Hamlets, Downtowns and Urban Waterfronts
- Planning or Constructing Land and Water-based Trails
- Preparing or Implementing a Lakewide or Watershed Revitalization Plan
- Implementing a Community Resilience Strategy
- Celebrating the Bicentennial of the Erie Canal - Improving Public Waterfront Access for Canal Communities

Eligible Costs:

Costs must be adequately justified and directly support the project. Proposed total project costs must be essential to project completion. Grant funds may be used for the following costs:

- Personal Services – including direct salaries, wages, fringe benefits for activities related to project work by municipal employees, including grant administration and grant administration
- Non-Personal Services – including supplies and materials, travel, equipment, consultant/contractual services for direct project related costs, project management, limited grant administration, and other goods and services.

NOTE: Project management activities may include, but are not limited to, oversight and coordination of tasks needed to produce contracts deliverables, coordination of Project Advisory Committee activities, consultant procurement and oversight, public outreach and providing technical assistance. Project management may include providing local and/or regional capacity to advance revitalization goals.

NOTE: Grant administration activities may include, but are not limited to, preparation of reports, vouchers, contract related administration and compliance with grant record keeping and reporting requirements. Grant administration may not exceed 15% of the award amount or \$50,000, whichever is less.

NOTE: Land acquired within three years prior to the contract start date or within the executed contract term may be used only as local match for construction projects (i.e., not to exceed 50% of the total cost of the project).

Ineligible Costs:

The following costs are ineligible costs and will neither be reimbursed with grant funds nor accepted as the required local match:

- Indirect or overhead costs of the municipality, such as rent, telephone service, general administrative support, computers, office equipment, general office supplies, general operations costs, membership fees, subscription costs
- Salaries and other expenses of elected officials, whether incurred for purposes of project direction, execution, or legislation. However, volunteer services contributed by these officials to the project may be used as local match, provided that such services are outside the performance of their official duties
- Fund raising events/expenses
- Federal assistance
- Other Environmental Protection Fund awards

- Land acquisition (except as noted above)
- Taxes, insurance, fines, deficit funding
- Bond interest and associated fees
- Contingency costs
- Lobbying expenses
- Costs incurred prior to the contract start date
- Costs that are not adequately justified or that do not directly support the project

These costs will be eliminated from the total project costs in the grant application.

Pre-Application Requirements:

None. However, informational public workshops will be held (see below under additional resources).

Successful Applicant Requirements:

New York State Grants Gateway

Successful grant applicants will be required to register through the New York State Grants Gateway (<http://grantsreform.ny.gov>).

Standard Cost Reimbursement Contract

Each successful applicant must enter into a standard cost reimbursement contract with the Department of State which includes this Request for Applications, the successful applicant's proposal, an agreed upon work plan, any other attachments or exhibits, and the standard clauses required by the NYS Attorney General for all state contracts including Attachment A along with Article 15-A of the New York Executive Law. All necessary municipal resolutions and certifications must be received prior to entering into contracts. The contract will be: 1) subject to approval by the Attorney General and State Comptroller; 2) required to submit final products in both hard copy and electronic format; 3) subject to payment only upon proper documentation and compliance with reimbursement procedures; and all other contractual requirements. (A copy of a standard contract along with Attachment A and Article 15-A is available from the Department.)

To ensure that funds are awarded to applicants that are ready to move forward, the Department of State reserves the right to rescind an award if the state contract is not signed and returned within a reasonable amount of time. There will be no contract advance available to grantees. Expenses incurred prior to the start date of the state contract cannot be reimbursed.

Compliance with Procurement Requirements

All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the Minority or Women-Owned Business Enterprise (MWBE) requirements as set forth below and any additional requirements imposed by the State as set forth in Attachment C of the Master Contract.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements.

The municipal attorney, chief legal officer or financial administrator for the municipality shall certify to the Department of State that alternative proposals and/or quotations for professional services were secured by use of written requests for proposals through a publicly advertised process. This certification will verify that the procurement requirements were met and ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Record Retention and Audits

The successful applicant shall establish and maintain, in paper or electronic format, complete and accurate books, records documents, receipts, accounts, and other evidence directly pertinent to its performance under Master Contract with the Department of State. Payment requests may be subject to periodic reviews. The successful applicant will be required to agree to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable, (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

Minority or Women-Owned Business Enterprise Participation

Applicants will be required to comply with and certify that the requirements of Article 15-A of the New York State Executive Law. For purposes of this solicitation, the Department has established an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). For full details of requirements see Attachment A-1 Section M. Minority and Women Owned Business Participation.

Contract Period

Subject to the continued availability of funds in the budget, the contract period shall not exceed five years from the start of the project. No extensions are anticipated. The earliest start date of contracts is April 1, 2016. Upon request by the grant recipient, with a showing of good cause, the contract start date may be set to a date in the future not to exceed 12 months beyond the contract execution date. Special consideration for extensions due to extreme extenuating circumstances will only be granted on a case-by-case basis. To ensure timely completion, the Department encourages submission of an application for a discrete phase (e.g. planning, design, construction) of a project.

Satisfactory Progress

It is imperative that the grant recipient complete the project as set forth in the agreed upon work plan and individual monitoring plan. Failure to render proof of satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. Satisfactory progress toward implementation includes, but is not limited to, executing contracts and submitting status reports and payment requests in a timely fashion, retaining consultants, written certification of compliance with procurement requirements, completing plans, designs, permit applications, reports, or other tasks identified in the work plan within the time allocated for their completion. The Department may recapture awarded funds if satisfactory progress is not being made on the implementation of a grant project. Applicants should not submit applications if they do not expect to initiate the project within a reasonable time period after receiving an executed contract and will not be able to complete the project within the time period cited in the application.

Other Grant Requirements for Construction Projects

Grant funded work must be done on public property or where there is a permanent public interest established, such as a conservation easement and must provide a direct benefit for the general public. Property where improvements are made must remain available to the public and provide direct public benefit for the intended useful life of the project. Property sold or transferred prior to the useful life may require that grant funds are returned to the Department.

Projects intended to be open to the public must be open to the general public and not limited to residents of the municipality receiving a grant. Signage to this effect must be provided at these sites. It is required that project design and construction be undertaken under the supervision of an architect and/or engineer licensed to practice in the State of New York. In addition, proper certification from a licensed architect or engineer, as appropriate to the task, will be required for the preparation of designs and specifications and for the submission of as-built plans upon completion of the project.

Prior to the start of construction, the successful applicant will be required to install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign will need to remain in place for the useful life of the improvements undertaken.

In addition to responsibility for compliance with local regulations, the grant recipient is responsible for complying with applicable State and Federal regulations, including, but not limited to:

- State Environmental Quality Review Act
- State Freshwater and Tidal Wetlands Acts
- US Army Corps of Engineer permits
- Coastal Erosion Hazards Areas Act
- Floodplain Management criteria
- State and Federal laws and regulations for Historic Preservation
- Coastal Zone Management Act (federal)

Grantees will be expected to provide quarterly reports, request reimbursement using forms provided by the Department, and complete a final project summary report and measurable results form.

Funding Priorities:

Projects that revitalize communities and waterfronts and also advance the Downtown Revitalization Initiative, REDC Opportunity Agenda, Global NY, Veterans Initiative, or NY Rising.

Application Evaluation Criteria:

Applications will be reviewed according to the specific criteria presented below.

Minimum Criteria:

Eligible applicants are villages, towns, or cities, and counties with the consent and on behalf of one or more towns, villages, or cities which are located along New York's coasts or designated inland waterways. Failure to meet this criterion will result in immediate disqualification of the application, which will not be further evaluated.

Program Criteria:

Applications will be evaluated to assess the degree to which they meet the following program criteria:

- Vision (maximum of 4 points)
- Process (maximum of 8 points)
- Strategies (maximum of 28 points)
- Implementation (maximum of 20 points)
- Leveraging (maximum of 12 points)
- Performance Measures (maximum of 8 points)
- Evaluation of Budget and Cost (maximum of 20 points)
- Funding Priorities (maximum of 16 points)

Regional Economic Development Council Endorsement:

Additional points (up to 20 points) may be given to grant proposals that are determined to advance strategic plans developed by the Regional Economic Development Council for the area where the project is located.

Award Method:

A total score of 100 points is possible for any application, of which up to 80 percent will be derived from program criteria and up to 20 percent from Regional Economic Development Council (REDC) endorsement.

An unadjusted maximum score of 116 points is possible based on programmatic criteria and priority points. Averaged scores will be normalized to arrive at a programmatic score of up to 80 points. To this programmatic score, up to 20 points will be added based upon the REDC endorsement score. REDC points are based on regional economic priorities and are assigned by the REDCs

The Department of State will fund the highest scoring applications until the allocated funds are exhausted. Regional distribution of grant proposals, information from interagency discussion, applicant's performance under previously awarded EPF LWRP grants, and consistency with the Smart Growth Public Infrastructure Policy Act will be factors used in determining successful grant proposals. Approximately \$19.5 million is anticipated for awards for this procurement, with up to \$2 million for updates to existing LWRPs to mitigate future physical climate risks.

Project: Mohawk River Trail Phase II
Location: Chestnut Street to Delta Dam

USES

Design (10% of construction total)
Construction Cost Estimate

COST

~\$350,000
~\$3,675,000 (see attached estimate)

SOURCES

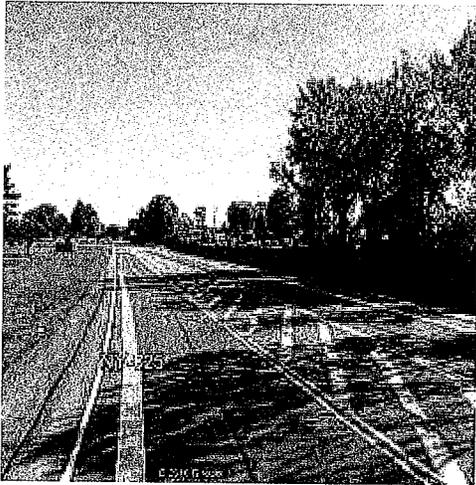
Design (2016 CFA grant 50% match)
Design (City bond for design 50% match)
Construction

COST

~\$175,000
~\$175,000
TBD (DOT grant app anticipated)

Construction Costs Estimate:

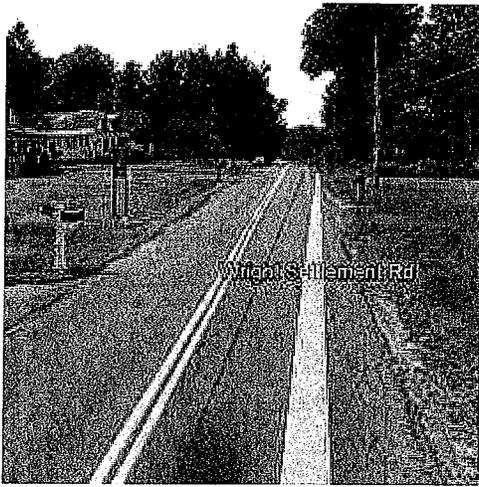
1. Run along E. Chestnut Street for 900 feet to the Perimeter Road intersection and provide an upgraded crossing at E. Chestnut/ Perimeter Road. There is no signal there and would warrant one for pedestrian (or a H.A.W.K.). Construction cost \$80,000 for a 10' asphalt trail plus say \$150,000 for crossing/signal upgrades = \$230,000



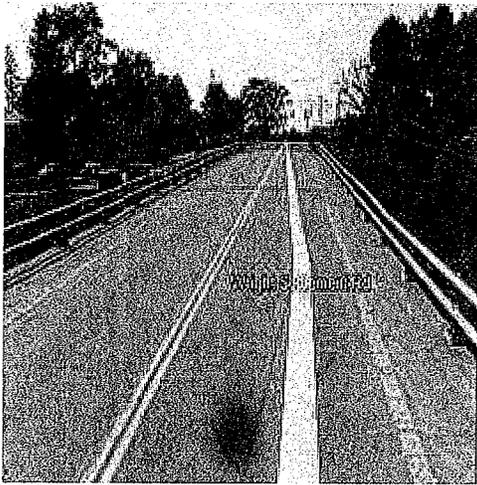
2. Perimeter Road/Bell Road North – 10' wide side path along with the eastern or western side for 5,600 LF. Construction cost \$520,000



3. Wright Settlement Road – looks to be ROW present along the north side of the road – Length 2,000 LF – cost at \$200,000



4. Bridge Crossing over the Mohawk – existing bridge has no bike/Ped accommodations and based upon assumed construction, most economical solution would be a bridge across the Mohawk. Length of structure 200 LF, Estimate construction cost \$800,000



5. Off Road from Wright Settlement Road for 8,600 LF to NY Route 46, Estimate construction cost \$795,000 plus one 30' span bridge for \$150,000 – Say \$945,000
6. Off Road from NYS Route 46 for 4,800 LF to Delta Dam, Estimate construction cost \$400,000
7. Rehabilitation of the Old Aqueduct over the Delta Lake Outfall – structure condition is unknown – put in \$500,000 place holder
8. Construction through 900 linear feet of the old Black River Locks – Construction cost \$80,000

Total Construction Cost with the above assumptions = \$3,675,000

Design (10%) ~350,000

Construction CI (10%)~350,000

ORDINANCE NO. 9096

AUTHORIZING THE CLOSING OF THE 200 BLOCK OF
CHURCH STREET ON AUGUST 3, 2016.

By Councilor _____:

WHEREAS, Rome City Clerk Louise S. Glasso, on behalf of the Rome Historical Society, has requested the closing of the 200 block of Church Street on Wednesday, August 3, 2016, during the hours of 12:00 p.m. to 8:00 p.m., for an Ice Cream Social to be sponsored by the Historical Society, now, therefore,

BE IT ORDAINED, that the Common Council of the City of Rome, New York does hereby authorize the closing of the 200 block of Church Street on Wednesday, August 3, 2016, during the hours of 12:00 p.m. to 8:00 p.m., in conjunction with an Ice Cream Social being sponsored by the Rome Historical Society, and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the above organization providing the City of Rome with a certificate of insurance in the amount of \$1,000,000.00 per occurrence for bodily injury or death, and \$1,000,000.00 for property damage, or blanket coverage in the amount of \$2,000,000.00, 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 200 block of Church Street as outlined hereinabove, 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.

By Councilor _____:
Seconded by Councilor _____.

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9096

Seconded by Councilor _____.

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

ORDINANCE NO. 9096

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

ADOPTED:

DEFEATED:

ORDINANCE NO. 9097

AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OF THE CITY
OF ROME, ONEIDA COUNTY, NEW YORK, TO PAY COSTS OF
MOHAWK RIVER TRAIL PHASE 2 DESIGN WORK.

By Councilor _____ :

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed, now, therefore,

BE IT ORDAINED, by the affirmative vote of not less than two-thirds of the total voting strength of the Common Council of the City of Rome, Oneida County, New York (the "City"), as follows:

Section 1. The City is hereby authorized to undertake design work for Mohawk River Trail Phase 2 at an estimated maximum cost of \$350,000.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific objects or purposes is \$350,000, said amount is hereby appropriated therefore and the plan for the financing thereof shall consist of the issuance of not to exceed \$350,000 in serial bonds (the "Bonds") of the City authorized to be issued pursuant to this Ordinance and the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific objects or purposes is five (5) years, pursuant to Local Finance Law Section 11.00(a) paragraph 62.

Section 4. Any grant funds obtained by the City to fund the capital purposes described in Section 1 of this resolution shall be applied to pay the principal of and interest on the Bonds or any bond anticipation notes issued in anticipation of the Bonds, or, to the extent obligations shall not have been issued under this resolution, to reduce the maximum amount to be borrowed for such capital purposes.

Section 5. Pursuant to Section 107.00(d)(9) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 6. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this Ordinance.

Section 7. The Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the real property within the City without legal or constitutional limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the Bonds and bond anticipation notes to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this Ordinance and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00, inclusive, of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to issue bonds providing for level or substantially level or declining annual debt service, is hereby delegated to the City Treasurer, the Chief Fiscal Officer of the City.

Section 9. This Ordinance is intended to constitute the declaration of the City's "official intent" to reimburse the expenditures authorized by this Ordinance with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Treasury Regulation Section 1.150-2. Other than as specified in this Ordinance, no moneys are reasonably expected to be received, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 10. The serial bonds and bond anticipation notes authorized to be issued by this Ordinance are hereby authorized to be consolidated, at the option of the City Treasurer, the Chief Fiscal Officer, with the serial bonds and bond anticipation notes authorized by other Bond Ordinances previously or hereafter adopted by the Common Council for purposes of sale in to one or more bond or note issues aggregating an amount not to exceed the amount authorized in such ordinances. All matters regarding the sale of the bonds, including the date of the bonds, the consolidation of the serial bonds and the bond anticipation notes with other issues of the City and the serial maturities of the bonds are hereby delegated to the City Treasurer, the Chief Fiscal Officer of the City.

Section 11. The validity of the Bonds authorized by this Ordinance and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of this Ordinance or a summary hereof are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 12. The City Treasurer, as Chief Fiscal Officer of the City, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond anticipation notes issued in anticipation of the sale of the Bonds, requiring the City to provide secondary market disclosure as required by United States Securities and Exchange Commission Rule 15c2-12.

Section 13. This Ordinance, or a summary of this Ordinance, shall be published in the official newspaper of the City for such purpose, together with a notice of the Clerk of the City in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 14. This Ordinance is not subject to a mandatory or permissive referendum.

Section 15. The Council hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this Ordinance.

Section 16. This Ordinance shall take effect immediately upon its adoption.

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. 9097

Seconded by Councilor _____.

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

ORDINANCE NO. 9097

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

ADOPTED:

DEFEATED:

ORDINANCE NO. 9098

AUTHORIZING THE PLACEMENT OF "NO PARKING" SIGNS
ON THE NORTH SIDE OF THE 400, 500, AND 600 BLOCKS OF WILLIAMS STREET

By Councilor _____:

WHEREAS, Commissioner of the Department of Public Works Frederick Schmidt has requested the placement of "No Parking" signs on the North side of the 400, 500, and 600 blocks of Williams Street; and

WHEREAS, the Commissioner of the Department of Public Works, following a review of the conditions along said streets and in consideration of the requests made by local residents, recommends the placement of "No Parking" signs on the North side of the 400, 500, and 600 blocks of Williams Street; and

WHEREAS, the placement of "No Parking" signs on the North side of the 400, 500, and 600 blocks of Williams Street alleviates the traffic concerns having been voiced by local residents; now, therefore,

BE IT ORDAINED, that the placement of "No Parking" signs on the North side of the 400, 500, and 600 blocks of Williams Street be and is hereby permitted, pursuant to the maps of each block on Williams Street that has been referenced above, attached hereto and by this reference made a part hereof.

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. 9098

Seconded by Councilor _____.

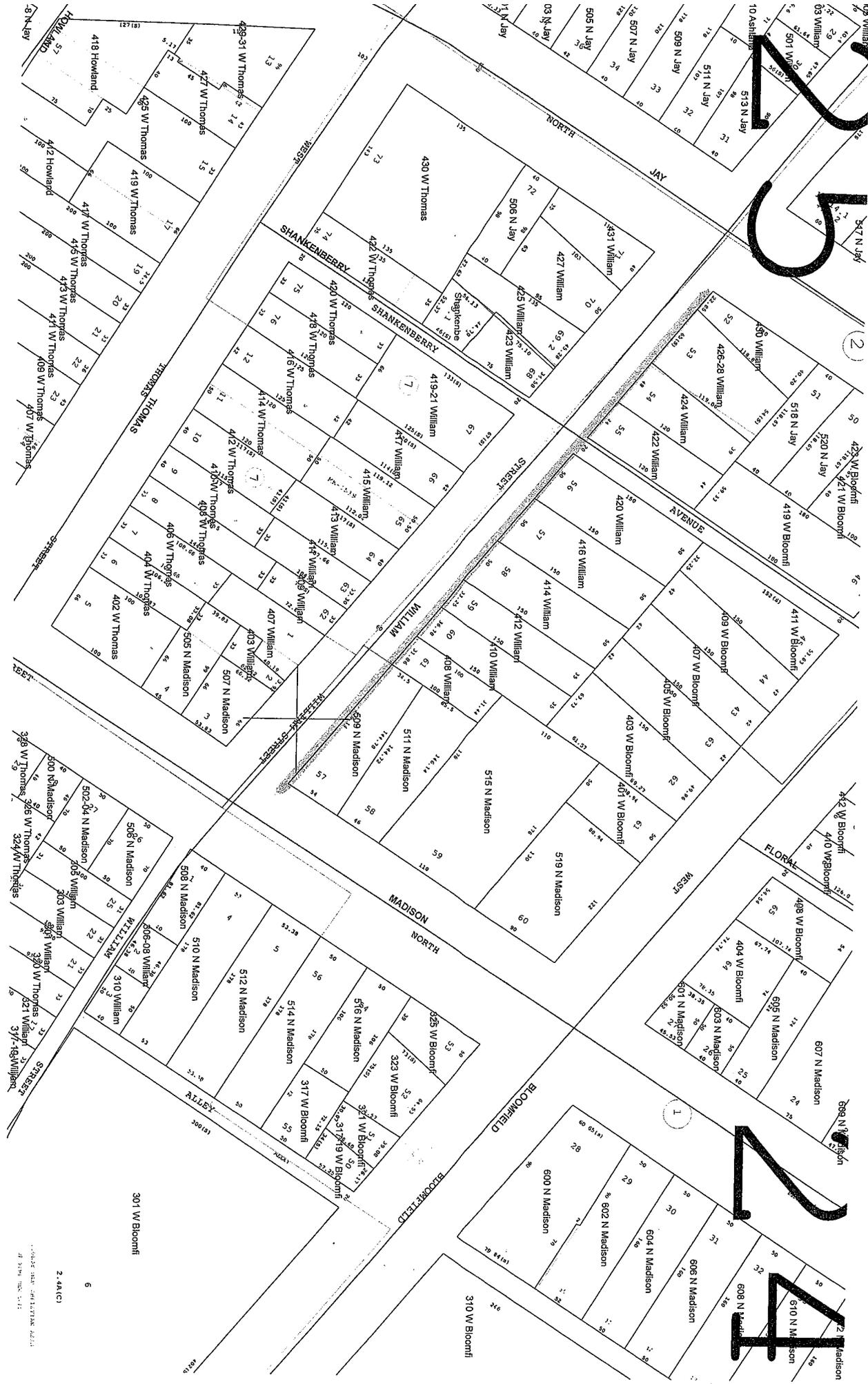
AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9098

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

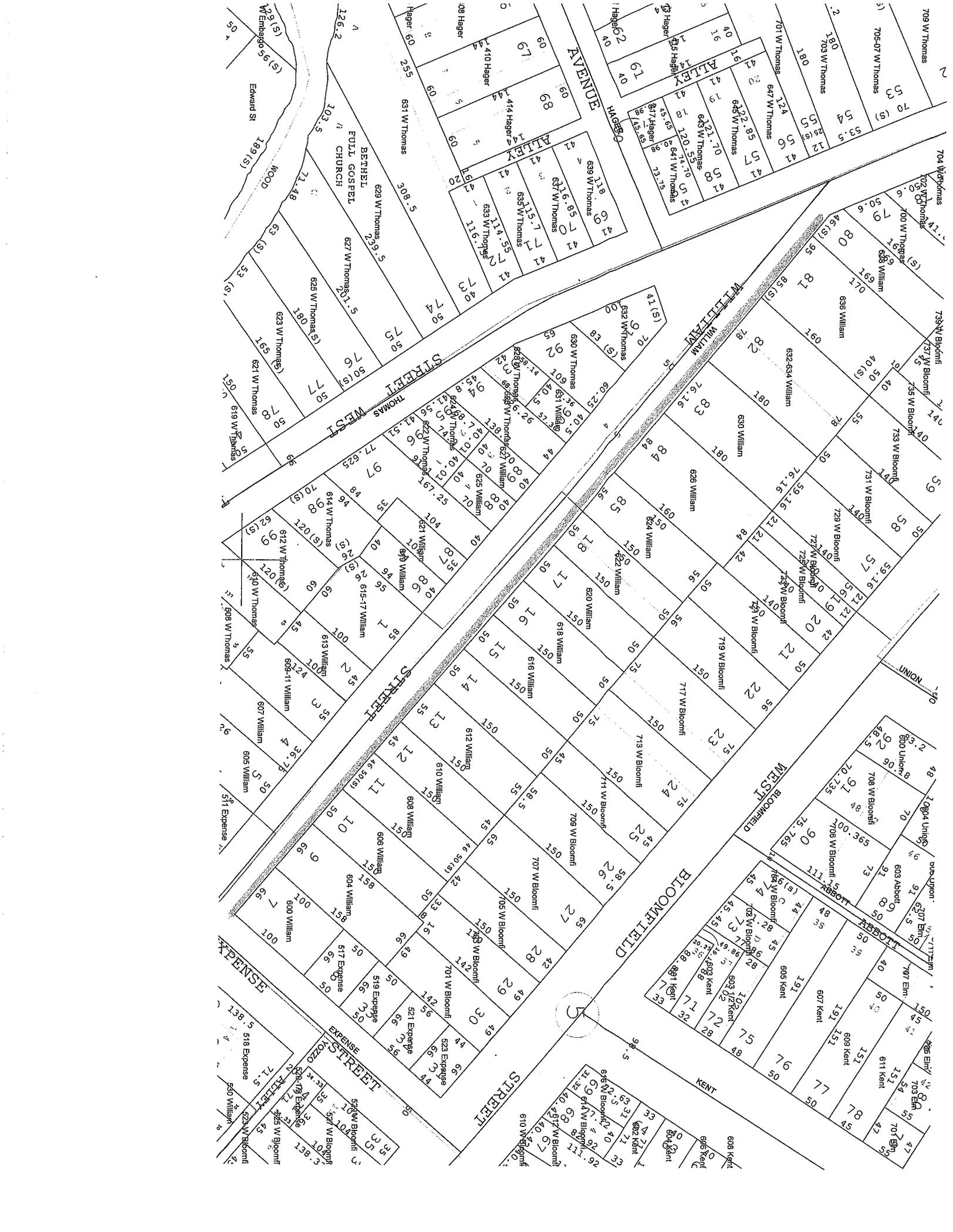
ADOPTED:

DEFEATED:



2
3
4

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3
4



ORDINANCE NO. 9099

AUTHORIZATION TO ACQUIRE EASEMENT ON ANTHONY STREET FROM
PATRICE A. COCCIA CIANFROCCOTO ALLOW THE CITY OF ROME ACCESS FOR
UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY
SEWER EXTENSION PROJECT.

By Councilor _____:

WHEREAS, the City of Rome is currently extending its water system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the City’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the City of Rome has contacted several property owners in connection with this Project and requires easements for access to their properties, and

WHEREAS, the Project design calls for upgrades (“Project Upgrades”), including the installation of the new sanitary sewer transmission line, to be installed on private properties; and

WHEREAS, the City of Rome desires to access these properties for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said properties; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City of Rome’s best interest to acquire an easement from Patrice A. Coccia Cianfrocco of 6936 Anthony Street, Rome, New York “the Property” in connection with the Martin Street Sanitary Sewer Extension Project; and

WHEREAS, Patrice A. Coccia Cianfrocco desires to grant an easement to the City of Rome for the sum of One and 00/100 Dollar (\$1.00); and

WHEREAS, said easement shall provide the City of Rome with access to the Property in order to repair, construct, modify or otherwise maintain the project upgrades and related equipment at the address noted; now, therefore,

BE IT ORDAINED, by the Common Council of the City of Rome, that the Mayor is hereby authorized to enter into an Easement Agreement, and to execute any other necessary or appropriate documents, with Patrice A. Coccia Cianfrocco of 6936 Anthony Street, Rome, New York, said easement being more specifically described in the attached Permanent Easement Agreement, description and map which are made a part of this Ordinance; and

BE IT FURTHER ORDAINED, by the City of Rome Common Council that this Ordinance shall take effect immediately upon adoption of this Ordinance.

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. 9099

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9099

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

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PERMANENT EASEMENT AGREEMENT

Agreement made this ____ day of July, 2016, by and between **PATRICE A. COCCIA CIANFROCCO** (“Cianfrocco”), residing at 6936 Anthony Street, Rome, New York, 13440, hereinafter referred to as the Grantor, and the City of Rome (“City”), a municipal corporation with a principle place of business at Rome City Hall, 198 North Washington Street, Rome, NY 13440, hereinafter referred to as Grantee;

WHEREAS, the Grantee is currently extending the Grantee’s sewer system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the Grantee’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the Project design calls for upgrades, including the installation of the new sanitary sewer transmission line to service properties along Martin Street from Mill Street to Route 233 overpass (“Project Upgrades”), to be installed on one (1) portion of the Grantor’s property located at Anthony Street in the City of Rome, New York (Tax Map #258.002-0002.011); and

WHEREAS, Grantee desires access to the Grantor’s property at Anthony Street (Tax Map #258.002-0002.011) for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; and

WHEREAS, Grantor desires to grant the requested access to City, and as owner of said property has authority to grant said access and enter into this Easement Agreement; and

NOW, THEREFORE, it is mutually agreed as follows: For the sum of one dollar (\$1.00) and other good and valuable consideration, the Grantor hereby grants and conveys

unto the Grantee a permanent easement over, across and under one (1) portion of Grantor's land at Anthony Street (Tax Map #258.002-0002.011), which shall run with the land and be forever binding on Grantor, her heirs, executors, successors and assigns. Said easement shall be used by the Grantee for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; together with the right of the Grantee, and its assigns, to install, construct, repair, modify or otherwise maintain the Project Upgrades using whatever equipment is reasonably necessary, including motorized heavy equipment. The Grantor covenants that the Grantor, her heirs, executors, successors and/or assigns shall not construct any permanent structure within the bounds of the easement and shall never block, barricade, fence or in any other way hinder or obstruct the lawful access to the Project Upgrades by the Grantee. Grantee covenants that, in the event Grantee needs to disturb the property in order do work relative to the Project Upgrades, the Grantee will at all times use its best efforts to restore said property to the state it was in before Grantee entered on to it.

This Easement Agreement represents the full agreement between the parties and does not create any additional obligations, duties, responsibilities or liabilities on the part of the Grantee relative to the Grantor or the property that is the subject of this agreement.

The areas encumbered by the said easement are depicted and fully described on the map and descriptions, which are attached hereto as Exhibit A and made a part hereof. That being a portion of the land conveyed to Patrice Coccia (n/k/a Patrice A. Coccia Cianfrocco) by deed dated July 16, 1999 and recorded in the Oneida County Clerk's Office on July 16, 1999 in Book 2880 at page 508.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 14 and Parcel 16, and such owner's successor's or assigns, 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 purpose for, and as established by, the construction and is constructed, the maintenance, of the Project. The use of the above described parcel shall further be restricted to not allow any permanent structure and or landscaping to be constructed and/or planted within said permanent easement.

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

By: _____
Patrice A. Coccia Cianfrocco

The City of Rome, New York

By: _____
Jacqueline M. Izzo, Mayor

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrice A. Coccia Cianfrocco, Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the ____ day of June, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Jacqueline M. Izzo, Mayor, City of Rome, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

**Permanent Easement
For
Martin Street Sewers
Patrice A. Coccia - Anthony Street
Reputed Owner**

Map 14/Parcel 16 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 14/Parcel 16, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Patrice A. Coccia - Anthony Street (Reputed Owner) as recorded in the Oneida County Clerk's Office in Liber 2880 at page 508.

Commencing at a point on the southerly highway boundary line of Martin Street and the division line between the lands of said Patrice A. Coccia - Anthony Street, (Reputed Owner) on the east and the lands of Nickpaul Properties, LLC (Reputed Owner) on the west, as recorded in the Oneida County Clerk's Office in Instrument Number 2015-011132;

Thence, southeasterly - $13\pm$ feet along said southerly highway boundary of Martin Street to the point of beginning;

Thence, $S42^{\circ} 21' 29''W$ - $20\pm$ feet into the lands of said Patrice A. Coccia (Reputed Owner) to a point;

Thence, $S47^{\circ} 38' 31''E$ - $20.00\pm$ feet to a point;

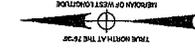
Thence, $N42^{\circ} 21' 29''E$ - $21\pm$ feet to a point on said southerly highway boundary line of Martin Street;

Thence, northwesterly - $20\pm$ feet along the said southerly boundary line of Martin Street, as it curves to the left, to the point of beginning, containing $409\pm$ square feet ($0.009\pm$ acre) of land, more or less.

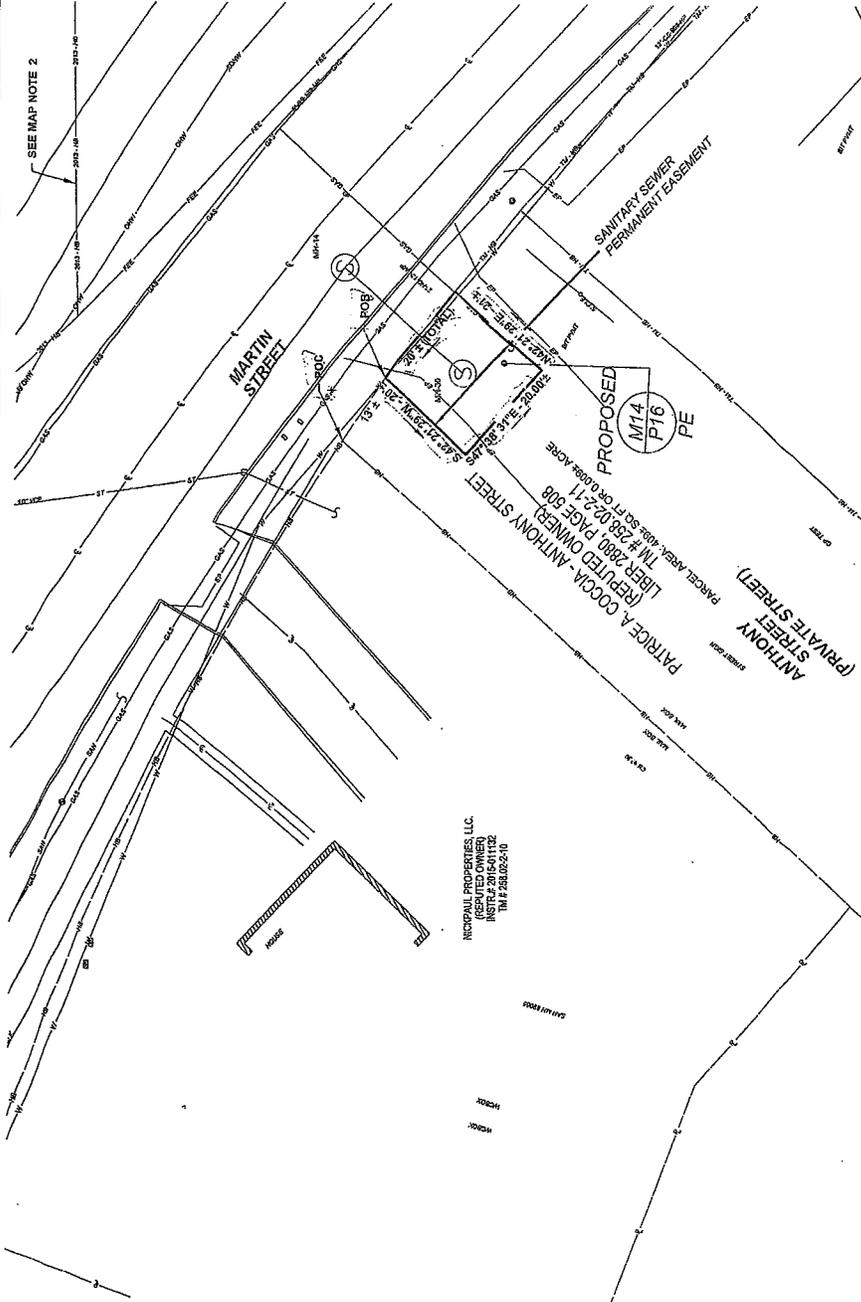
Reserving, however to the owner of any right, title or interest in and to the property described above as Map 14/Parcel 16, and such owners' successors or assigns, the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction and as so constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and/or landscaping to be constructed and/or planted within said

permanent easement.

The above described parcel is shown on a map prepared by Bryant Associates, P.C. entitled "Lands to be acquired from Patrice A. Coccia - Anthony Street (Reputed Owner)" as Map 14 Parcel 16.



SEE MAP NOTE 2



DEED REFERENCES:
 1. DEED TO PATRICE A. COCCIA DATED JULY 15, 1999 AND RECORDED IN THE ONEDA COUNTY CLERK'S OFFICE IN LIBER 2800 ON PAGE 308.
 2. WARRANTY DEED FROM ANTHONY ROMA AND MARY ROMA TO DAVID F. JORDAN DATED NOVEMBER 18, 2010 AND RECORDED IN THE ONEDA COUNTY CLERK'S OFFICE IN INSTRUMENT 2010-015174 ON DECEMBER 28, 2010.

MAP REFERENCES:
 1. SURVEY HAS SURVIVING REMAINS TO BE REFERRED TO ANTHONY LAND JESSELA MASTRANGELO DATED OCTOBER 18, 1994 AND RECORDED IN THE ONEDA COUNTY CLERK'S OFFICE ON NOVEMBER 28, 1999 AS MAP #1463.
 2. MAP ENTITLED 'NEW YORK STATE THRUWAY AUTHORITY CANALWAY TRAIL' VAS 13-230, DATED SEPTEMBER 27, 2014.

NOTE:
 1. EXISTING UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE PLANS, RECORDS AND SURVEYS. THEIR LOCATION MUST THEREFORE BE CONSIDERED APPROXIMATE & NO GUARANTEE IS MADE AS TO THE ACCURACY OF ANY INFORMATION OR VERTICAL LOCATION OF SUCH FACILITIES, STRUCTURES AND UTILITIES. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY UNKNOWN. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE HORIZONTAL AND VERTICAL LOCATION OF SUCH FACILITIES, STRUCTURES & UTILITIES IN THE FIELD PRIOR TO COMMENCING WORK.
 2. SUBJECT TO ANY STATE OF FACTS AN ACCURATE AND UP TO DATE ABSTRACT OF TITLE WILL SHOW.
 3. UNAUTHORIZED ALTERATIONS OR ADDITIONS TO A SURVEY HAS BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7200, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
 4. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

CITY OF ROME
 TM 2504.005-002-011

LANDS TO BE ACQUIRED FROM
 PATRICE A. COCCIA - ANTHONY STREET (REPUTED OWNER)

ONEDA COUNTY
 MAP 14
 PARCEL 16
 NEW YORK

I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP MADE FROM AN ACTUAL SURVEY PREPARED UNDER MY DIRECTION.

FEBRUARY 23, 2016

Thomas W. Bock

THOMAS W. BOCK, P.E., L.S.
 P.L.S. LICENSE NO. 046212
 FOR BRYANT ASSOCIATES, P.C.



ORDINANCE NO. 9100

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM
PALL REAL ESTATE LLC TO ALLOW THE CITY OF ROME ACCESS FOR
UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET
SANITARY SEWER EXTENSION PROJECT.

By Councilor _____:

WHEREAS, the City of Rome is currently extending its water system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the City’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the City of Rome has contacted several property owners in connection with this Project and requires easements for access to their properties; and

WHEREAS, the Project design calls for upgrades (“Project Upgrades”) including the installation of the new sanitary sewer transmission line, to be installed on private properties; and

WHEREAS, the City of Rome desires to access these properties for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said properties; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City of Rome’s best interest to acquire an easement from PALL Real Estate, LLC, of 6735 Martin Street, Rome, New York, “the Property” in connection with the Martin Street Sanitary Sewer Extension Project; and

WHEREAS, PALL Real Estate, LLC desires to grant an easement to the City of Rome for the sum of One and 00/100 Dollar (\$1.00); and

WHEREAS, said easement shall provide the City of Rome with access to the Property in order to repair, construct, modify or otherwise maintain the project upgrades and related equipment at the address noted; now, therefore,

BE IT ORDAINED, by the Common Council of the City of Rome, that the Mayor is hereby authorized to enter into an Easement Agreement, and to execute any other necessary or appropriate documents, with PALL Real Estate, LLC of 6735 Martin Street, Rome, New York, said easement being more specifically described in the attached Permanent Easement Agreement, description and map which are made a part of this Ordinance; and

BE IT FURTHER ORDAINED, by the City of Rome Common Council that this Ordinance shall take effect immediately upon adoption of this Ordinance.

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. 9100

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9100

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

PERMANENT EASEMENT AGREEMENT

Agreement made this ____ day of July, 2016, by and between **PALL REAL ESTATE, LLC** (“Pall Real Estate”), with a mailing address of 829 Erie Boulevard West, Rome, New York, 13440, hereinafter referred to as the Grantor, and the City of Rome (“City”), a municipal corporation with a principle place of business at Rome City Hall, 198 North Washington Street, Rome, NY 13440, hereinafter referred to as Grantee;

WHEREAS, the Grantee is currently extending the Grantee’s sewer system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the Grantee’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the Project design calls for upgrades, including the installation of the new sanitary sewer transmission line to service properties along Martin Street from Mill Street to Route 233 overpass (“Project Upgrades”), to be installed on one (1) portion of the Grantor’s property located at 6735 Martin Street in the City of Rome, New York (Tax Map #259.001-0001-003.003); and

WHEREAS, Grantee desires access to the Grantor’s property at 6735 Martin Street (Tax Map #259.001-0001-003.003) for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; and

WHEREAS, Grantor desires to grant the requested access to City, and as owner of said property has authority to grant said access and enter into this Easement Agreement; and

NOW, THEREFORE, it is mutually agreed as follows: For the sum of one dollar (\$1.00) and other good and valuable consideration, the Grantor hereby grants and conveys

unto the Grantee a permanent easement over, across and under one (1) portion of Grantor's land at 6735 Martin Street (Tax Map #259.001-0001-003.003), which shall run with the land and be forever binding on Grantor, her heirs, executors, successors and assigns. Said easement shall be used by the Grantee for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; together with the right of the Grantee, and its assigns, to install, construct, repair, modify or otherwise maintain the Project Upgrades using whatever equipment is reasonably necessary, including motorized heavy equipment. The Grantor covenants that the Grantor, her heirs, executors, successors and/or assigns shall not construct any permanent structure within the bounds of the easement and shall never block, barricade, fence or in any other way hinder or obstruct the lawful access to the Project Upgrades by the Grantee. Grantee covenants that, in the event Grantee needs to disturb the property in order do work relative to the Project Upgrades, the Grantee will at all times use its best efforts to restore said property to the state it was in before Grantee entered on to it.

This Easement Agreement represents the full agreement between the parties and does not create any additional obligations, duties, responsibilities or liabilities on the part of the Grantee relative to the Grantor or the property that is the subject of this agreement.

The areas encumbered by the said easement are depicted and fully described on the map and descriptions, which are attached hereto as Exhibit A and made a part hereof. That being a portion of the land conveyed to Pall Real Estate, LLC by deed dated May 27, 2014 and recorded in the Oneida County Clerk's Office on May 30, 2014 in Book 2014 at page 6897.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 9 and Parcel 11, and such owner's successor's or assigns, 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 purpose for, and as established by, the construction and is constructed, the maintenance, of the Project. The use of the above described parcel shall further be restricted to not allow any permanent structure and or landscaping to be constructed and/or planted within said permanent easement.

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

By: _____

The City of Rome, New York

By: _____

Jacqueline M. Izzo, Mayor

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

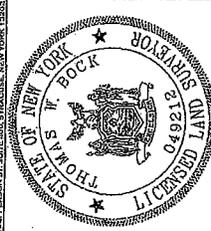
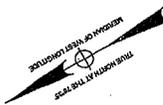
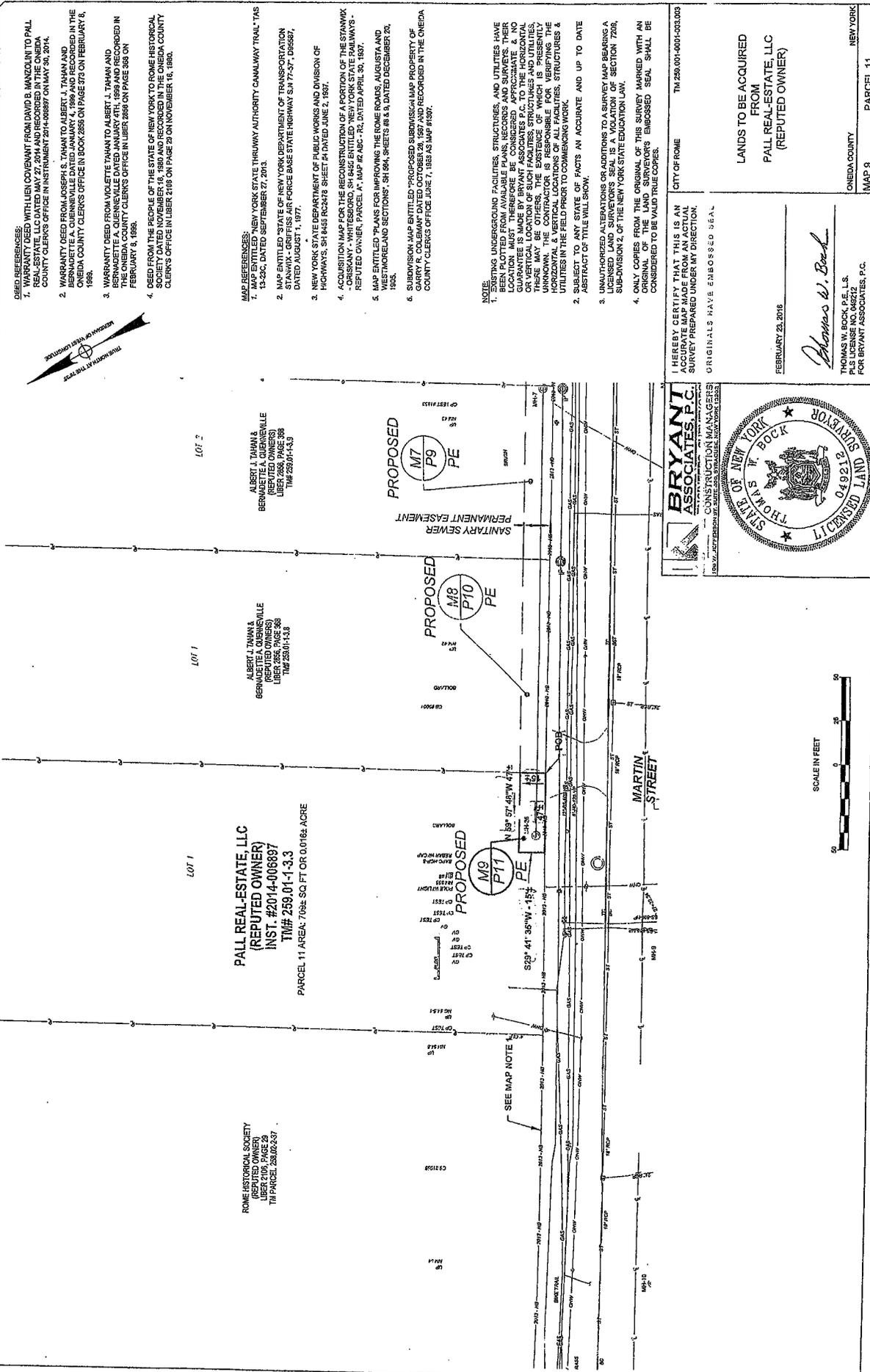
On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed this instrument.

Notary Public - State of New York

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Jacqueline M. Izzo, Mayor, City of Rome, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York



**PALL REAL-ESTATE, LLC
 (REPUTED OWNER)
 INST. #2014-006897
 TN# 259.01-1-3.3**

**ROME HISTORICAL SOCIETY
 LIBER 2108, PAGE 23
 TN# PARCEL 283.02.2.37**

SEE MAP NOTE

PROPOSED
 M7
 P9
 PE

PROPOSED
 M8
 P10
 PE

PROPOSED
 M9
 P11
 PE

LOT 2

LOT 1

LOT 1

ALBERT J. TAHAN &
 BERNADETTE A. CHENNEVILLE
 (REPUTED OWNERS)
 LIBER 2595, PAGE 386
 TN# 23001-1-3.3

ALBERT J. TAHAN &
 BERNADETTE A. CHENNEVILLE
 (REPUTED OWNERS)
 LIBER 2595, PAGE 386
 TN# 23001-1-3.3

PARCEL 11 AREA: 702± SQ. FT. OR 0.016± ACRE

PERMANENT EASEMENT

SANITARY SEWER

MARTIN STREET

**Permanent Easement
For
Martin Street Sewers
Pall Real-Estate, LLC
Reputed Owners**

Map 9/Parcel 11 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 9/Parcel 11, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Pall Real-Estate, LLC (Reputed Owner) as recorded in the Oneida County Clerk's Office in Instrument Number 2014-006897;

Beginning at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Pall Real-Estate, LLC, (Reputed Owner) on the west and the lands of Albert J. Tahan and Bernadette A. Quenneville (Reputed Owners) on the east as recorded in the Oneida County Clerk's Office in Liber 2856 at page 368.

Thence, northeasterly - 15± feet along said division line to a point;

Thence, N59° 57' 48"W - 47± feet into the lands of said Pall Real-Estate, LLC (Reputed Owner) to a point;

Thence, S29° 41' 35"W - 15± to a point on said northerly highway boundary of Martin Street;

Thence, southeasterly - 47± feet along said northerly highway boundary to the point of beginning, containing 709± square feet (0.016± acre) of land, more or less.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 9/Parcel 11, and such owners' successors or assigns, 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, and as established by, the construction and as so constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and/or landscaping to be constructed and/or planted within said permanent easement.

The above described parcel is shown on a map prepared by Bryant Associates, P.C. entitled "Lands to be acquired from Pall Real-Estate, LLC (Reputed Owner)" as Map 9 Parcel 11.

ORDINANCE NO. 9101

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM
FRANK B. CALANDRA, JR. TO ALLOW THE CITY OF ROME ACCESS FOR
UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY
SEWER EXTENSION PROJECT.

By Councilor _____:

WHEREAS, the City of Rome is currently extending its water system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the City’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the City of Rome has contacted several property owners in connection with this Project and requires easements for access to their properties, and

WHEREAS, the Project design calls for upgrades (“Project Upgrades”), including the installation of the new sanitary sewer transmission line, to be installed on private properties; and

WHEREAS, the City of Rome desires to access these properties for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said properties; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City of Rome’s best interest to acquire an easement from Frank B. Calandra, Jr. of 6785 Martin Street, Rome, New York (“the Property”) in connection with the Martin Street Sanitary Sewer Extension Project; and

WHEREAS, Frank B. Calandra, Jr. desires to grant an easement to the City of Rome for the sum of One and 00/100 Dollar (\$1.00); and

WHEREAS, said easement shall provide the City of Rome with access to the Property in order to repair, construct, modify or otherwise maintain the project upgrades and related equipment at the address noted; now, therefore,

BE IT ORDAINED, by the Common Council of the City of Rome, that the Mayor is hereby authorized to

enter into an Easement Agreement, and to execute any other necessary or appropriate documents, with Frank B. Calandra, Jr. of 6785 Martin Street, Rome, New York said easement being more specifically described in the attached Permanent Easement Agreement, description and map which are made a part of this Ordinance; and

BE IT FURTHER ORDAINED, by the City of Rome Common Council that this Ordinance shall take effect immediately upon adoption of this Ordinance.

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. 9101

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9101

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

PERMANENT EASEMENT AGREEMENT

Agreement made this _____ day of July, 2016, by and between **FRANK B. CALANDRA, JR.** (“Calandra”), residing at 6785 Martin Street, Rome, New York, 13440, hereinafter referred to as the Grantor, and the City of Rome (“City”), a municipal corporation with a principle place of business at Rome City Hall, 198 North Washington Street, Rome, NY 13440, hereinafter referred to as Grantee;

WHEREAS, the Grantee is currently extending the Grantee’s sewer system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the Grantee’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the Project design calls for upgrades, including the installation of the new sanitary sewer transmission line to service properties along Martin Street from Mill Street to Route 233 overpass (“Project Upgrades”), to be installed on one (1) portion of the Grantor’s property located at 6785 Martin Street in the City of Rome, New York (Tax Map #259.001-0001-003.004); and

WHEREAS, Grantee desires access to the Grantor’s property at 6785 Martin Street (Tax Map #259.001-0001-003.004) for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; and

WHEREAS, Grantor desires to grant the requested access to City, and as owner of said property has authority to grant said access and enter into this Easement Agreement; and

NOW, THEREFORE, it is mutually agreed as follows: For the sum of one dollar (\$1.00) and other good and valuable consideration, the Grantor hereby grants and conveys

unto the Grantee a permanent easement over, across and under one (1) portion of Grantor's land at 6785 Martin Street (Tax Map #259.001-0001-003.004), which shall run with the land and be forever binding on Grantor, her heirs, executors, successors and assigns. Said easement shall be used by the Grantee for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; together with the right of the Grantee, and its assigns, to install, construct, repair, modify or otherwise maintain the Project Upgrades using whatever equipment is reasonably necessary, including motorized heavy equipment. The Grantor covenants that the Grantor, her heirs, executors, successors and/or assigns shall not construct any permanent structure within the bounds of the easement and shall never block, barricade, fence or in any other way hinder or obstruct the lawful access to the Project Upgrades by the Grantee. Grantee covenants that, in the event Grantee needs to disturb the property in order do work relative to the Project Upgrades, the Grantee will at all times use its best efforts to restore said property to the state it was in before Grantee entered on to it.

This Easement Agreement represents the full agreement between the parties and does not create any additional obligations, duties, responsibilities or liabilities on the part of the Grantee relative to the Grantor or the property that is the subject of this agreement.

The areas encumbered by the said easement are depicted and fully described on the map and descriptions, which are attached hereto as Exhibit A and made a part hereof. That being a portion of the land conveyed to Frank B. Calandra, Jr. by deed dated June 19, 2002 and recorded in the Oneida County Clerk's Office on June 28, 2002 in Book 2002 at page 16697.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 3 and Parcel 5, and such owner's successor's or assigns, 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 purpose for, and as established by, the construction and is constructed, the maintenance, of the Project. The use of the above described parcel shall further be restricted to not allow any permanent structure and or landscaping to be constructed and/or planted within said permanent easement.

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

By: _____
Frank B. Calandra, Jr.

The City of Rome, New York

By: _____
Jacqueline M. Izzo, Mayor

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

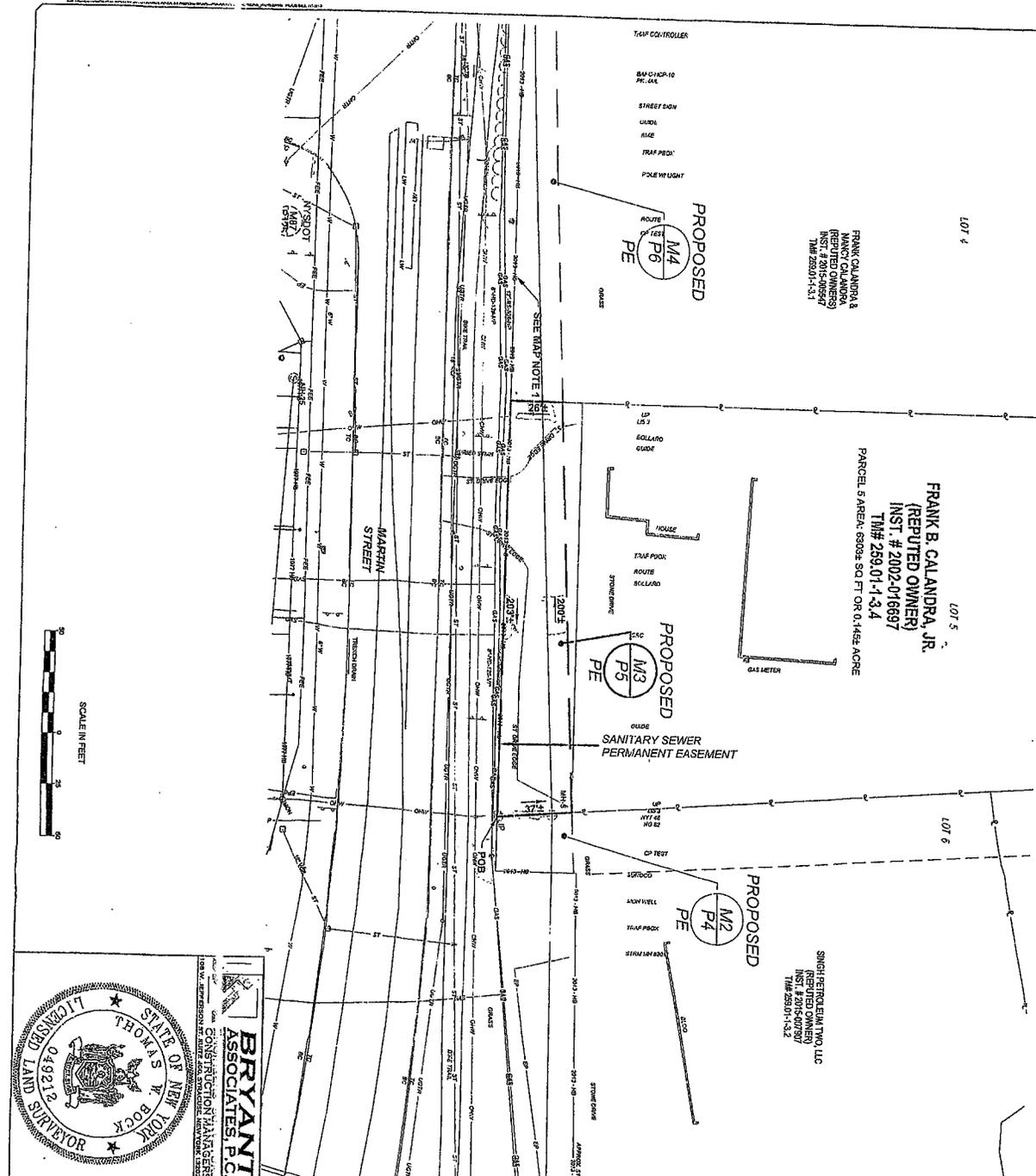
On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank B. Calandra, Jr., Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Jacqueline M. Izzo, Mayor, City of Rome, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York



LOT 4
FRANK CALANDRA &
FRANK CALANDRA JR.
INST. # 2002-016697
TM# 259-01-1-3.1

LOT 5
FRANK B. CALANDRA, JR.
(REPUTED OWNER)
INST. # 2002-016697
TM# 259-01-1-3.4
PARCEL 5 AREA: 6930± SQ FT OR 0.145± ACRE

LOT 6
SINGH RETIREMENT TRUST, LLC
REPUTED OWNER
INST. # 2016-00787
TM# 259-01-1-3.2



BRYANT ASSOCIATES, P.C.
REGISTERED PROFESSIONAL ENGINEER
CONSTRUCTION MANAGERS
STATE OF NEW YORK LICENSE NO. 049212
100 WEST 42ND STREET, 10TH FLOOR
NEW YORK, NY 10018

1. I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP MADE FROM AN ACTUAL SURVEY PREPARED UNDER MY DIRECTION. ORIGINALS HAVE EMBOSSSED SEAL.

THOMAS W. BOCK, P.E., L.S.
P.E. LICENSE NO. 049212
CONSTRUCTION MANAGERS, P.C.

FEBRUARY 23, 2018

Thomas W. Bock

CITY OF ROCHE
LANDS TO BE ACQUIRED FROM FRANK B. CALANDRA, JR. (REPUTED OWNER)

ONEIDA COUNTY
MAP 3
PARCEL 5
NEW YORK

TEL: 259-01-4001-4003/4004

- DEED REFERENCES:
1. BARGAIN AND SALE DEED WITH ASSUMPTION CLAUSE FROM THE ROBE SAVINGS BANK TO FRANK B. CALANDRA, JR. DATED JUNE 10, 2002 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2002-016697 ON JUNE 28, 2002.
 2. WARRANTY DEED - BASIC COVENANTS, INC. OR CORP. FROM GRET MARTIN STREET LLC TO SINGH RETIREMENT TRUST, LLC DATED JUNE 10, 2012 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2012-00787 ON JUNE 14, 2012.
 3. QUIT CLAIM DEED FROM THE CITY OF ROCHE, NEW YORK TO GRET MARTIN STREET LLC DATED IN INSTRUMENT # 2012-01782 ON OCTOBER 19, 2012.
 4. WARRANTY DEED WITH LIES COVENANT FROM JAT REALTY, LLC TO FRANK B. CALANDRA, JR. DATED IN INSTRUMENT # 2016-00787 ON FEBRUARY 23, 2018.

- MAP REFERENCES:
1. MAP ENTITLED "NEW YORK STATE TURNWAY AUTHORITY CANALWAY TRAIL" TMS 1-3-2C, DATED SEPTEMBER 27, 2011.
 2. MAP ENTITLED "STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION STATE HIGHWAY 75" FOR FORCE BASE STATE HIGHWAY 547.57, 058587, DATED AUGUST 7, 1977.
 3. NEW YORK STATE DEPARTMENT OF PUBLIC WORKS AND DIVISION OF HIGHWAYS, SIX HUNDRED TWENTY SEVEN (M) DATED JUNE 2, 1937.
 4. ACQUISITION MAP FOR THE RECONSTRUCTION OF A PORTION OF THE STAMKX STREET, PARCEL 5, 1449 46, 450-762, DATED APRIL 30, 1937.
 5. MAP ENTITLED "PLANS FOR IMPROVING THE ROCHE ROADS, AUGUSTA AND WASHINGTON STREETS, SHEETS 88 & 89, DATED DECEMBER 20, 1903.
 6. SUBDIVISION MAP ENTITLED "PROPOSED SUBDIVISION MAP PROPERTY OF SINGH RETIREMENT TRUST, LLC" RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE LINE 7, 1889 AS MAP # 2017.

- NOTE:
1. EXISTING UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN LOCATED BY FIELD SURVEY AND RECORDS AND SURVEYORS HAVE GUARANTEED THE LOCATION OF SUCH FACILITIES, STRUCTURES AND UTILITIES TO THE HORIZONTAL, VERTICAL, AND DEPTH. THE CONTRACTOR IS RESPONSIBLE FOR THE HORIZONTAL, VERTICAL, AND DEPTH LOCATIONS OF ALL FACILITIES, STRUCTURES & UTILITIES IN THE FIELD PRIOR TO COMMENCING WORK.
 2. SUBJECT TO ANY STATE OF FACTS AN ACCURATE AND UP TO DATE ABSTRACT OF TITLE WILL SHOW.
 3. UNAUTHORIZED ALTERATIONS OR ADDITIONS TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 1729, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
 4. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MAP, WHEN WITH AN EMBOSSSED SEAL OF THE LAND SURVEYOR'S EMBOSSSED SEAL, SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

**Permanent Easement
For
Martin Street Sewers
Frank B. Calandra, Jr.
Reputed Owner**

Map 3/Parcel 5 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 3/Parcel 5, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Frank B. Calandra, Jr. (Reputed Owner) as recorded in the Oneida County Clerk's Office in Instrument Number 2002-016697.

Beginning at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Frank B. Calandra, Jr. (Reputed Owner) on the west and the lands of Singh Petroleum Two, LLC (Reputed Owner), on the east, as recorded in the Oneida County Clerk's Office in Instrument Number 2015-007907;

Thence, northeasterly - 37± feet along said division line to a point; ✓

Thence, northwesterly - 200± feet across the lands of said Frank B. Calandra, Jr. (Reputed Owner) to the division line of Frank Calandra and Nancy Calandra (Reputed Owners) as recorded in the Oneida County Clerk's Office in Instrument Number 2015-005547; ✓

Thence, southwesterly - 26± along said division line of Frank Calandra and Nancy Calandra (Reputed Owners) to a point on said northerly highway boundary line of Martin Street; ✓

Thence, southeasterly – 203± feet along said highway boundary line to the point of beginning, containing 6303 ± square feet (0.145± acre) of land, more or less. ✓

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 3/Parcel 5, and such owners' successors or assigns, 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, and as established by, the construction and as so constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and/or landscaping to be constructed and/or planted within said permanent easement.

The above described parcel is shown on a map prepared by Bryant Associates, P.C. entitled "Lands to be Acquired from Frank B. Calandra, Jr. (Reputed Owner)" as Map 3 Parcel 5.

ORDINANCE NO. _9102

AUTHORIZATION TO ACQUIRE EASEMENT ON MARTIN STREET FROM
FRANK AND NANCY CALANDRATO ALLOW THE CITY OF ROME ACCESS
FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET
SANITARY SEWER EXTENSION PROJECT.

By Councilor _____:

WHEREAS, the City of Rome is currently extending its water system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the City’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the City of Rome has contacted several property owners in connection with this Project and requires easements for access to their properties, and

WHEREAS, the Project design calls for upgrades (“Project Upgrades”), including the installation of the new sanitary sewer transmission line, to be installed on private properties; and

WHEREAS, the City of Rome desires to access these properties for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said properties; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City of Rome’s best interest to acquire an easement from Frank and Nancy Calandra of 6785 Martin Street, Rome, New York on property they own on Martin Street identified as Tax Map # 259.001-0001-003.001 (“the Property”), in connection with the Martin Street Sanitary Sewer Extension Project; and

WHEREAS, Frank and Nancy Calandra desire to grant an easement to the City of Rome for the sum of One and 00/100 Dollar (\$1.00); and

WHEREAS, said easement shall provide the City of Rome with access to the Property in order to repair, construct, modify or otherwise maintain the project upgrades and related equipment at the address noted; now, therefore,

BE IT ORDAINED, by the Common Council of the City of Rome, that the Mayor is hereby authorized to

enter into an Easement Agreement, and to execute any other necessary or appropriate documents, with Frank and Nancy Calandra of 6785 Martin Street, Rome, New York said easement being more specifically described in the attached Permanent Easement Agreement, description and map which are made a part of this Ordinance; and

PERMANENT EASEMENT AGREEMENT

Agreement made this ____ day of July, 2016, by and between **FRANK CALANDRA** and **NANCY CALANDRA**, (“Calandra”), residing at 6785 Martin Street, Rome, New York, 13440, hereinafter referred to as the Grantor, and the City of Rome (“City”), a municipal corporation with a principle place of business at Rome City Hall, 198 North Washington Street, Rome, NY 13440, hereinafter referred to as Grantee;

WHEREAS, the Grantee is currently extending the Grantee’s sewer system through the Martin Street Sanitary Sewer Extension Project (“Project”); and

WHEREAS, the Project includes numerous upgrades to the Grantee’s sewer system that will be installed on private property in connection with said Project; and

WHEREAS, the Project design calls for upgrades, including the installation of the new sanitary sewer transmission line to service properties along Martin Street from Mill Street to Route 233 overpass (“Project Upgrades”), to be installed on one (1) portion of the Grantor’s property located at Martin Street in the City of Rome, New York (Tax Map #259.001-0001-003.001); and

WHEREAS, Grantee desires access to the Grantor’s property at Martin Street (Tax Map #259.001-0001-003.001) for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; and

WHEREAS, Grantor desires to grant the requested access to City, and as owner of said property has authority to grant said access and enter into this Easement Agreement; and

NOW, THEREFORE, it is mutually agreed as follows: For the sum of one dollar (\$1.00) and other good and valuable consideration, the Grantor hereby grants and conveys

unto the Grantee a permanent easement over, across and under one (1) portion of Grantor's land at Martin Street (Tax Map #259.001-0001-003.001), which shall run with the land and be forever binding on Grantor, her heirs, executors, successors and assigns. Said easement shall be used by the Grantee for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the Project Upgrades on said property; together with the right of the Grantee, and its assigns, to install, construct, repair, modify or otherwise maintain the Project Upgrades using whatever equipment is reasonably necessary, including motorized heavy equipment. The Grantor covenants that the Grantor, her heirs, executors, successors and/or assigns shall not construct any permanent structure within the bounds of the easement and shall never block, barricade, fence or in any other way hinder or obstruct the lawful access to the Project Upgrades by the Grantee. Grantee covenants that, in the event Grantee needs to disturb the property in order do work relative to the Project Upgrades, the Grantee will at all times use its best efforts to restore said property to the state it was in before Grantee entered on to it.

This Easement Agreement represents the full agreement between the parties and does not create any additional obligations, duties, responsibilities or liabilities on the part of the Grantee relative to the Grantor or the property that is the subject of this agreement.

The areas encumbered by the said easement are depicted and fully described on the map and descriptions, which are attached hereto as Exhibit A and made a part hereof. That being a portion of the land conveyed to Frank Calandra and Nancy Calandra by deed dated April 16, 2015 and recorded in the Oneida County Clerk's Office on April 29, 2015 in Book 2015 at page 5547.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 4 and Parcel 6, and such owner's successor's or assigns, 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 purpose for, and as established by, the construction and is constructed, the maintenance, of the Project. The use of the above described parcel shall further be restricted to not allow any permanent structure and or landscaping to be constructed and/or planted within said permanent easement.

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

By: _____
Frank Calandra

By: _____
Nancy Calandra

The City of Rome, New York

By: _____
Jacqueline M. Izzo, Mayor

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank B. Calandra, Jr., Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

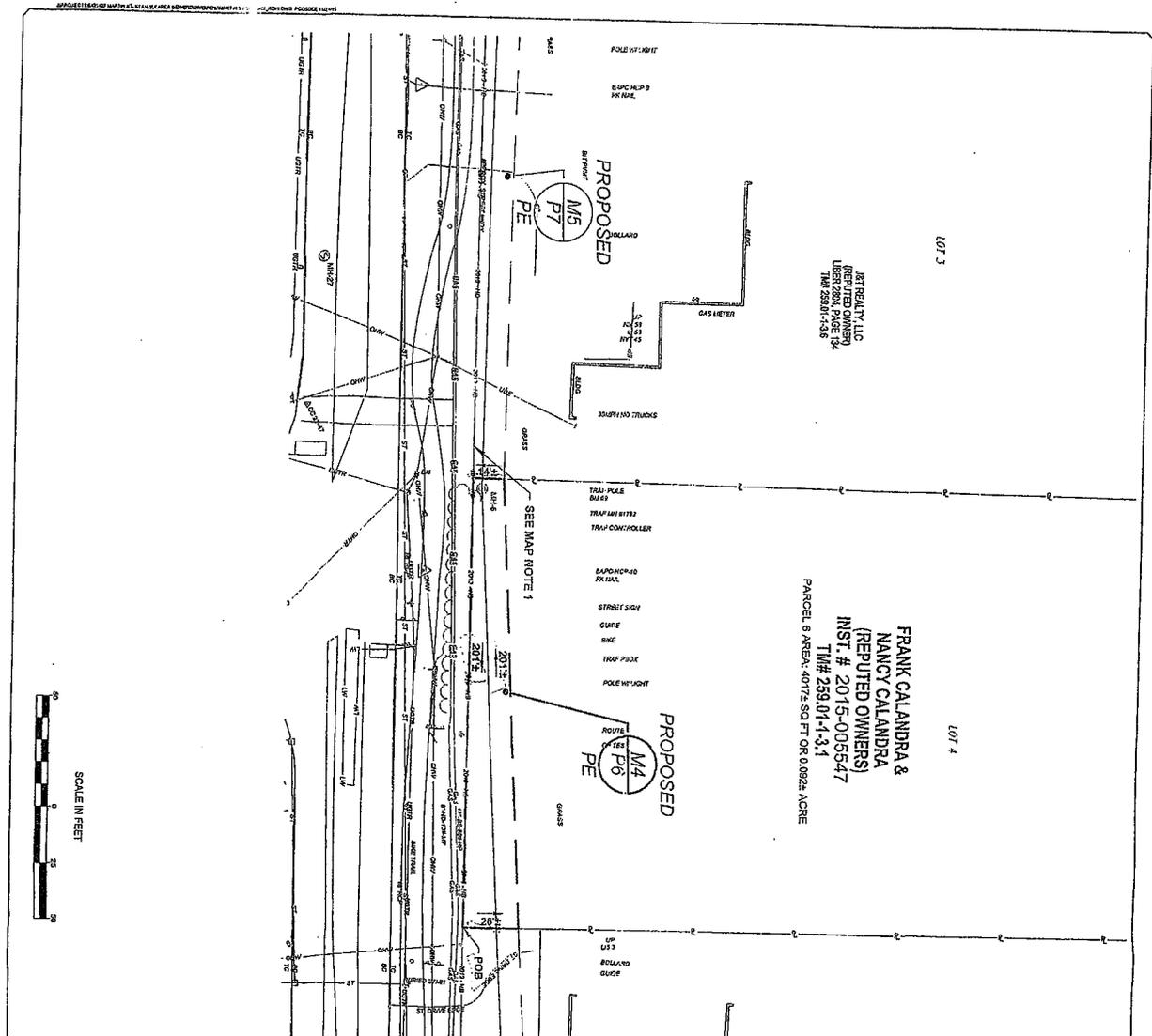
On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Nancy Calandra, Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the ____ day of July, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Jacqueline M. Izzo, Mayor, City of Rome, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York



ART REALTY LLC
 (REPUTED OWNER)
 INST. # 2015-005547
 TM# 259 04-1-3-1

FRANK CALANDRA & NANCY CALANDRA
 (REPUTED OWNERS)
 INST. # 2015-005547
 TM# 259 04-1-3-1

FRANK & CALANDRA, JR.
 (REPUTED OWNER)
 INST. # 2002/01887
 TM# 259 04-1-3-1

FRANK & CALANDRA, JR.
 (REPUTED OWNER)
 INST. # 2002/01887
 TM# 259 04-1-3-1

PARCEL 6 AREA - 40772 SQ. FT. OR 0.0924 ACRE

DEED REFERENCES:

1. UNRECORDED DEED WITH LIEN COVENANT FROM ART REALTY LLC TO FRANK CALANDRA AND NANCY CALANDRA DATED APRIL 18, 2015 AND RECORDED IN THE ONEDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2015-005547 ON APRIL 29, 2015.
2. BARGAIN AND SALED DEED WITH ASSUMPTION CLAUSE FROM THE ROME SAVINGS BANK TO FRANK & CALANDRA, JR. DATED JUNE 19, 2002 AND RECORDED IN THE ONEDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2002/01887 ON JUNE 24, 2002.
3. WARRANTY DEED WITH LIEN COVENANT FROM TOM I. OLEARCHOZY TO JET REALTY, LLC DATED NOVEMBER 29, 1997 AND RECORDED IN THE ONEDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 19 ON DECEMBER 11, 1997.

MAP REFERENCES:

1. MAP ENTITLED "NEW YORK STATE THRUWAY AUTHORITY CANALWAY TRAIL" TMS 19240C, DATED SEPTEMBER 21, 2013.
2. MAP ENTITLED "STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION SYRACUSE-GRIFFISS AIR FORCE BASE STATE HIGHWAY SM 77-57" D89527, DATED AUGUST 11, 1977.
3. NEW YORK STATE DEPARTMENT OF PUBLIC WORKS AND DIVISION OF HIGHWAYS, SH 6485 RCH/9 STREET #4 DATED JUNE 2, 1997.
4. ACQUISITION MAP FOR THE RECONSTRUCTION OF A PORTION OF THE STRAWNY - ORISKANY - WHITESBORO, 81648 ENTITLED "NEW YORK STATE RAILWAYS - RE-UNITED OWNERS" PARCEL #1, MAP #2, 240C - 102, DATED APRIL 30, 1937.
5. MAP ENTITLED "PLANS FOR IMPROVING THE ROME ROAD, AUGUSTA AND WASHINGTONLAND SECTIONS, SH 954, SHEETS #8 & 9, DATED DECEMBER 23, 1905.
6. SUBDIVISION MAP ENTITLED "PROPOSED SUBDIVISION MAP PROPERTY OF GARRY R. COLLEMAN" DATED OCTOBER 28, 1987 AND RECORDED IN THE ONEDA COUNTY CLERK'S OFFICE JUNE 7, 1988 AS MAP #1307.

NOTE:

1. EXISTING UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE PLANS, RECORDS AND SURVEY THEIR GUARANTEE IS MADE BY FRANK, JR. CONSIDERED "BY KNOWLEDGE & NO OR VERTICAL LOCATION OF SUCH FACILITIES, STRUCTURES AND UTILITIES, THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESIDENTLY HORIZONTAL & VERTICAL LOCATIONS OF ALL FACILITIES, STRUCTURES & UTILITIES IN THE FIELD PRIOR TO COMMENCING WORK.
2. SUBJECT TO ANY STATE OF FACTS AN ACQUIREE AND UP TO DATE ABSTRACT OF TITLE WILL SHOW.
3. UNAUTHORIZED ALTERATIONS OR ADDITIONS TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
4. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

BRYANT ASSOCIATES, P.C.
 110 W. JEFFERSON ST. SUITE 200
 ALBANY, NY 12208
 TEL: 518-862-1111
 FAX: 518-862-1112

THOMAS W. BOCK, P.E., L.S.
 PLS LICENSE NO. 049212
 FOR BRYANT ASSOCIATES, P.C.

LANDS TO BE ACQUIRED FROM FRANK CALANDRA & NANCY CALANDRA (REPUTED OWNERS)

CITY OF ROME TM# 259 04-1-001-0831001

ONEDA COUNTY PARCEL 6 **NEW YORK**

MAP 4

**Permanent Easement
For
Martin Street Sewers
Frank Calandra and Nancy Calandra
Reputed Owners**

Map 4/Parcel 6 - Permanent Easement

A Permanent Easement to be exercised in, on, over and under the property delineated and hereinafter described for the purposes of constructing, reconstructing, and maintaining thereon a sewer pipe line and appurtenances in and to all that piece or parcel of property hereafter designated as Map 4/Parcel 6, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Frank Calandra and Nancy Calandra (Reputed Owners) as recorded in the Oneida County Clerk's Office in Instrument Number 2015-005547.

Beginning at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Frank Calandra and Nancy Calandra (Reputed Owners) on the west and the lands of Frank B. Calandra, Jr. (Reputed Owner), on the east, as recorded in the Oneida County Clerk's Office in Instrument Number 2002-016697;

Thence, northeasterly - 26± feet on said division line to a point; ✓

Thence, northwesterly - 201± feet across the lands of said Frank Calandra and Nancy Calandra (Reputed Owners) on the east to the division line of the lands of J&T Realty, LLC, (Reputed Owner) as recorded in the Oneida County Clerk's Office in Liber 2804 at page 134; ✓

Thence, southwesterly - 14± along said division line of J&T Realty, LLC (Reputed Owner) to a point on said northerly highway boundary of Martin Street;

Thence, southeasterly - 201± feet along said highway boundary to the point of beginning, containing 4017± square feet (0.092± acre) of land, more or less.

Reserving, however to the owner of any right, title or interest in and to the property described above as Map 4/Parcel 6, and such owners' successors or assigns, 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, and as established by, the construction and as so constructed, the maintenance, of the project. The use of the above described parcel shall further be restricted to not allow any permanent structure and/or landscaping to be constructed and/or planted within said permanent easement.

The above described parcel is shown on a map prepared by Bryant Associates, P.C. entitled "Lands to be acquired from Frank Calandra and Nancy Calandra (Reputed Owners)" as Map 4 Parcel 6.