



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**

**AUGUST 10, 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

Neighborhood Beautification Award will be presented to 7 individuals by
Tanya Davis, Executive Director of Rome Clean & Green

6. READING OF THE MINUTES OF THE PRECEDING SESSION

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

7. PRESENTING OF PETITIONS AND COMMUNICATIONS

A. PETITIONS

B. COMMUNICATIONS

The following business has notified the City Clerk's Office of their application for a liquor license:

Jonny B's

8345 New Floyd Rd. (Received & filed)

The following financial report for quarter ended June 30, 2016, is on file in the City Clerk's Office: South Rome Senior Citizens, Inc.

Fire Department's quarterly training report for April 2016 – June 2016 – On file in the City Clerk's Office.

8. NOTICES

9. REPORT OF CITY OFFICIALS

10. REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS

11. PRESENTING OF REPORT OF COMMITTEES

12. RESOLUTIONS

RES. NO. 99

C

AUTHORIZATION TO SET UP A SPECIAL ACCOUNT AND ACCEPT DONATIONS FOR PURCHASE OF TWO (2) L.E.D. LIGHT BARS FOR VIPS PATROL VEHICLES (\$5,685.80). Nolan

RES. NO. 100

E

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO SUBMIT A GRANT APPLICATION IN AN AMOUNT NOT TO EXCEED \$500,000 TO DORMITORY AUTHORITY OF THE STATE OF NEW YORK. Seelig

RES. NO. 101

F

AUTHORIZATION TO WAIVE THE RIGHT OF WAY PERMIT APPLICATION FEE OF \$100.00 REQUIRED FOR A BIKE RACK AT BELLAMY HARBOR LOCATION. Rogers

RES. NO. 102

A

AUTHORIZING THE CITY OF ROME TO ACCEPT A DONATION OF THE PROPERTY LOCATED AT 704 CHERRY STREET VIA DONATION. Domenico

RES. NO. 103

B

AUTHORIZING THE CITY OF ROME TO ACCEPT A DONATION OF THE PROPERTY LOCATED AT 407 N MADISON STREET VIA DONATION. Domenico

RES. NO. 104

D

AUTHORIZATION TO SET UP A SPECIAL ACCOUNT AND ACCEPT AN AWARD PRESENTED TO THE CITY OF ROME THROUGH NEW YORK STATE SENATE FOR THE PURCHASE OF POLICE EQUIPMENT (\$35,000.00)

Beach

RES. NO. 105

I

AUTHORIZING THE CITY OF ROME TO IMPLEMENT CORRECTIVE ACTION PLAN IDENTIFIED BY THE NEW YORK STATE OFFICE OF THE STATE COMPTROLLER RELATIVE TO SOLAR POWER PURCHASE AGREEMENTS

Anderson - Viscelli

13. ORDINANCES

Current Legislation

ORD. NO. 9106

G

AUTHORIZING THE CHANGING OF EARL STREET FROM A TWO WAY STREET TO A ONE WAY STEET. Dursi

ORD. NO. 9107

H

ELIMINATING PARKING ON THE SOUTH SIDE OF W NORTH STREET AND W WRIGHT STREET BETWEEN S JAMES STREET AND AN UNNAMED STREET/ALLEY TO THE WEST AND ALLOWING PARKING ONLY ON THE NORTH SIDE OF SAID STREETS. Rogers

ORD. NO. 9108

J

AMENDING COMMON COUNCIL ORDINANCE NO. 9081 ADOPTED APRIL 13, 2016 RELATIVE TO AN EASEMENT WITH NATIONAL GRID Schmidt

14. LOCAL LAWS

15. TABLED LEGISLATION

16. VETOED LEGISLATION

17. ADJOURNMENT

NEXT SCHEDULED COMMON COUNCIL MEETING: AUGUST 24, 2016

RESOLUTION NO. 99

AUTHORIZATION TO SET UP A SPECIAL ACCOUNT AND ACCEPT DONATIONS FOR PURCHASE OF TWO (2) L.E.D. LIGHT BARS FOR VIPS PATROL VEHICLES (\$5,685.80)

By Councilor _____:

WHEREAS, David C. Nolan, City Treasurer, has requested the designation of a special account for the deposit of donations for the purchase of two (2) L.E.D. light bars for VIPS patrol vehicles; and

WHEREAS, the VIPS of Rome, New York and the Rome Community Foundation, have contacted the City of Rome Police Department with monetary donations for the purchase of two (2) L.E.D. light bars for VIPS patrol vehicles; and

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

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the below listed monetary donations shall be gratefully accepted by the City of Rome for the purchase of two (2) L.E.D. light bars for VIPS patrol vehicles:

VIPS of Rome, New York	\$685.80
Rome Community Foundation	\$5,000.00; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to VIPS of Rome, New York and the Rome Community Foundation for their monetary donations to be used for the purchase of two (2) L.E.D. light bars for VIPS patrol vehicles; and

BE IT FURTHER RESOLVED, that any funds accepted going forward shall be placed in the account designated by the City Treasurer; and

BE IT FURTHER RESOLVED, that to the extent necessary, the City Treasurer is hereby authorized to make such amendments as necessary to the 2016 city budget to properly account for the intent of the donations accepted hereby.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED: DEFEATED:

RESOLUTION NO. 100

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO SUBMIT A GRANT APPLICATION IN AN AMOUNT NOT TO EXCEED \$500,000 TO DORMITORY AUTHORITY OF THE STATE OF NEW YORK.

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 Dormitory Authority of the State of New York (“DASNY”) to support the waterfront improvements including the Navigation Center, Terminal Building, and Bellamy Park, for funding in an amount not to exceed \$500,000 (there is no required match and previously secured CFA grant funding sources will also contribute to the project), 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 DASNY to support the waterfront improvements including the Navigation Center, Terminal Building, and Bellamy Park, for funding in an amount not to exceed \$500,000 (there is no required match and previously secured CFA grant funding sources will also contribute to the project), 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 Cost Estimates, which are attached hereto and made a part of this Resolution.

Seconded by Councilor _____.

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

ADOPTED:

DEFEATED:

ROME WATERFRONT PROJECT BUDGET

<u>Phase</u>	<u>Cost</u>	<u>DASNY Funding</u>	<u>Other funding</u>
Rome Navigation Center Phase II	\$336,000	\$211,000	\$125,000 (Canals)
Rome Terminal Building Bathrooms	\$114,914	\$114,914	
Docking/Walkways/Lighting/Power	\$291,500	\$174,086	\$75,000 (DOS)/\$42,414 (Local)
Totals	\$742,414	\$500,000	\$242,414

Additional funds **available now** and necessary to complete the project:

1. \$125,000 NYS Canal Corporation grant
 Contact: Sharon Leighton
 Phone Number: 518-471-5097
 Email: Sharon.leighton@canals.ny.gov

2. \$75,000 NYS Department of State LWRP grant
 Contact: John Wimbush
 Phone Number: 518-486-3108
 Email: john.wimbush@dos.ny.gov

3. \$42,414 City of Rome Equity
 Contact: David Nolan
 Phone Number: 315-339-7678
 Email: dnolan@romecitygov.com

PHZ ARCHITECTS**CONSTRUCTION COST ESTIMATE**

PROJECT:	Rome Navigation Center	PROJECT NO:	16-018
PREPARED BY:	HMS	DATE:	10-Jun-16
ASSUMED BID DATE:	1-Aug-16		
PROJECT SQUARE FOOTAGE:	3,000 SF		

DIV. DESCRIPTION	AMOUNT	TOTAL
1 General Requirements	15%	35,700
33 Site Work		28,400
2 Demolition		0
3 Concrete		19,500
4 Masonry	(BASE BID NO STONE)	0
5 Metals		0
6 Wood & Plastic		14,400
7 Thermal & Moisture Protection		16,500
8 Doors, Windows, & Glass		19,100
9 Finishes		38,900
10 Specialties		6,400
11 Equipment - NIC		0
12 Furnishings		2,100
13 Special Construction		0
14 Conveying Systems		0
SUBTOTAL GENERAL CONSTRUCTION (Includes 5% GC OH&P)		\$181,000
21 Fire Suppression		0
22 Plumbing		42,000
23 HVAC		3,200
26 Electrical		47,300
27 Communications		0
28 Security	(BASE BID NO SECURITY)	0
SUBTOTAL MECHANICAL / ELECTRICAL (Includes 5% GC OH&P)		\$92,500
SUBTOTAL		\$273,500
Design Contingency	10%	27,400
SUBTOTAL		\$300,900
Escalation	3% per yr for 6 months	4,500
• CONSTRUCTION COST ESTIMATE		\$305,000
Construction Contingency	10%	30,500
• GRAND TOTAL CONSTRUCTION COST ESTIMATE		\$336,000

SUMMARY

PHZ ARCHITECTS**ADD ALTERNATE COST ESTIMATE (STONE)**

PROJECT:	Rome Navigation Center	PROJECT NO:	16-018
PREPARED BY:	HMS	DATE:	10-Jun-16
ASSUMED BID DATE:	1-Aug-16		
PROJECT SQUARE FOOTAGE:	3,000 SF		

DIV. DESCRIPTION		AMOUNT	TOTAL
1 General Requirements	15%	14,300	
4 Masonry - ADD STONE VENEER	+	104,900	
7 Thermal & Moisture Protection - DEDUCT SIDING	-	6,400	
9 Finishes - DEDUCT PAINTING	-	2,900	
SUBTOTAL GENERAL CONSTRUCTION <small>(Includes 5% GC OH&P)</small>			\$109,900
Design Contingency	10%		11,000
SUBTOTAL			\$120,900
Escalation	3% per yr for 6 months		1,800
• GRAND TOTAL ADD ALTERNATE (STONE)			\$123,000

SUMMARY

BICENTENNIAL PARK & BEYOND DOCKING AND WALKWAY
Project Cost Estimate

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST*	TOTAL COST
1	Mob/Demob	L.S.	1	\$2,500	\$2,500
2	Selective Clearing	Each	10	\$421.23	\$4,212
3	Stump Removal	Each	10	\$143	\$1,428
4	Sawcut Pavement	L.F.	25	\$1.73	\$43
5	Erosion and Sediment Control	L.S.	1	\$2,500	\$2,500
6	Dredging	B.C.Y.	1,920	\$11.58	\$22,234
7	Site Work- Rough Grading	S.Y.	450	\$3.10	\$1,395
8	Site Work- Fine Grading	S.Y.	450	\$1.75	\$788
9	Drainage Pipe				
	48-inch Diameter	L.F.	15	\$60.98	\$915
	Excavation	C.Y.	20	\$7.79	\$156
	Backfill	C.Y.	2	\$32.18	\$64
10	Asphalt Path				
	Geotextile	S.Y.	450	\$4.00	\$1,800
	2 1/2" Top Coat	S.Y.	450	\$14.00	\$6,300
	6" Subbase	S.Y.	450	\$8.00	\$3,600
11	Handrail	L.F.	130	\$80.00	\$10,400
12	Site Lighting				
	Light Poles, Fixtures and Bases	Each	20	\$5,000.00	\$100,000
	Electrical Service & Conduit (1.25")	L.F.	2,100	\$12.60	\$26,460
13	Benches	Each	4	\$2,000.00	\$8,000
14	"Picnic" Tables	Each	2	\$1,500.00	\$3,000
15	Trash Cans	Each	2	\$1,000.00	\$2,000
16	Trees and Landscaping	L.S.	1	\$25,000.00	\$25,000
17	Topsoil Placement	S.Y.	110	\$2.67	\$294
18	Seeding	M.S.F.	1.0	\$65.60	\$66
19	Mulching	S.Y.	110	\$1.24	\$136

BICENTENNIAL PARK & BEYOND DOCKING AND WALKWAY
Project Cost Estimate (cont.)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST*	TOTAL COST
20	Docks (Sections of 16)**	Section	5	\$4,000	\$20,000
21	Piling	V.L.F.	210	\$45.00	\$9,450
22	Sign Relocation	Each	1	\$500.00	\$500
23	Rip Rap	S.Y.	2	\$97.08	\$194
Subtotal					\$253,435
Contingencies					\$38,000
Total with Contingencies					\$291,435
TOTAL ESTIMATED PROJECT COST (Rounded)					\$291,500

ALTERNATE #1 - Concrete Path in-place of Asphalt Path

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST*	TOTAL COST
<i>Subtotal (from above)</i>					\$253,435
24	Concrete Path				
	4-inch thick with mesh	S.F.	4,050	\$4.08	\$16,524
	Subbase Course- 4 inches	S.Y.	450	\$6.17	\$2,777
10	Asphalt Path				
	2 1/2" Top Coat	S.Y.	450	\$13.07	-\$5,882
	6" Subbase	S.Y.	450	\$6.78	-\$3,051
Subtotal for Alternate #1					\$263,803
Contingencies					\$39,600
Total with Contingencies					\$303,403
TOTAL ESTIMATED PROJECT COST WITH ALTERNATE #1 (Rounded)					\$303,500

*Unit cost includes material, labor, equipment, overhead and profit

** Pricing provided by City of Rome

Plumley Engineering, P.C.

DRAWING TITLE:
SITE PLAN AND PARTIAL FLOOR PLAN

JOB #:
010118.00

DRAWING NO.:

BY:
M. MARCHAND

CHKD BY:
T. SIMBARI

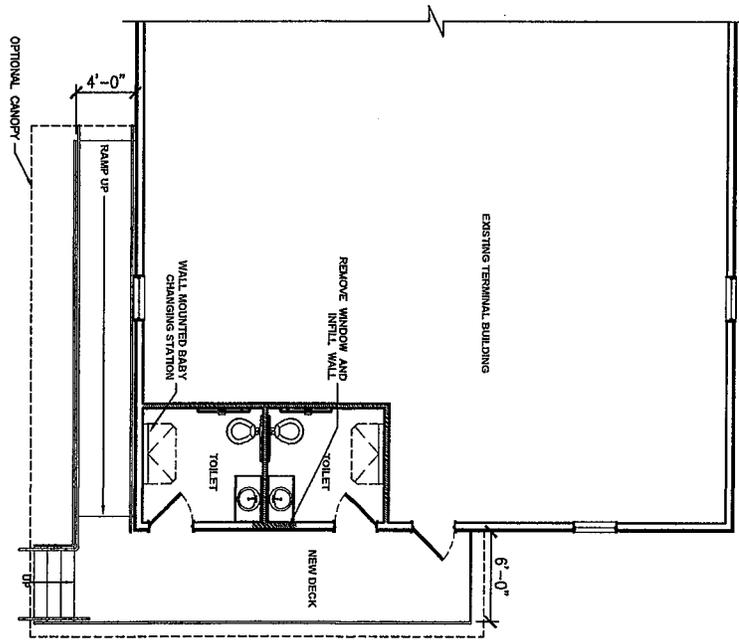
DATE:
07/13/16

SCALE:
AS INDICATED

REFERENCE DRAWING:



1 SITE PLAN AT BELLAMY HARBOR
SCALE: N.T.S.



2 PARTIAL PLAN AT BELLAMY HARBOR
SCALE: 1/8" = 1'-0"

CITY OF ROME
BELLAMY HARBOR PARK
Terminal Building Renovations

STATEMENT OF PROBABLE CONSTRUCTION COST
7/13/2016

DESCRIPTION	BASIS	QUANT.	COST/ UNIT	SUBTOTAL	% OF TOTAL
Miscellaneous Demolition	Lump Sum	1	\$1,200.00	\$1,200	1.0%
Excavation, Regrading & Seed	Lump Sum	1	\$1,500.00	\$1,500	1.3%
Grinder Pump	Each	2	\$4,500.00	\$9,000	7.8%
Precast Pump Manhole	Each	1	\$4,500.00	\$4,500	3.9%
Sanitary Trenching & Backfill	LF	300	\$31.00	\$9,300	8.1%
2" Sanitary Lateral & Bedding	LF	300	\$7.50	\$2,250	2.0%
Post Footings	Each	16	\$400.00	\$6,400	5.6%
Wood Posts	Each	16	\$100.00	\$1,600	1.4%
Wood Deck Framing	SF	165	\$4.25	\$701	0.6%
Wood Ramp Framing	SF	105	\$5.25	\$551	0.5%
Composite Decking	SF	270	\$4.25	\$1,148	1.0%
Wood Stair	Lump Sum	1	\$700.00	\$700	0.6%
Metal Guardrail	LF	70	\$100.00	\$7,000	6.1%
Metal Handrail	LF	27	\$39.00	\$1,053	0.9%
New Partitions	SF	280	\$5.00	\$1,400	1.2%
Gyp Board Ceilings	SF	120	\$6.00	\$720	0.6%
Doors, Frames & Hardware	Each	2	\$1,300.00	\$2,600	2.3%
Floor Prep + New Underlayment	SF	120	\$1.50	\$180	0.2%
Sheet Vinyl Flooring w/ Integral Base	SF	120	\$11.00	\$1,320	1.1%
Painting	SF	900	\$1.50	\$1,350	1.2%
Countertops - Solid Surface	LF	6	\$90.00	\$540	0.5%
Sinks & Faucet	Each	2	\$1,300.00	\$2,600	2.3%
Water Closet	Each	2	\$1,000.00	\$2,000	1.7%
Baby Changing Stations	Each	2	\$600.00	\$1,200	1.0%
Toilet Accessories	Lump Sum	1	\$2,000.00	\$2,000	1.7%
Point of Use Water Heater	Each	2	\$350.00	\$700	0.6%
Plumbing - Domestic Water	Lump Sum	1	\$1,500.00	\$1,500	1.3%
Electrical (Power & Lighting)	Lump Sum	1	\$2,000.00	\$2,000	1.7%
Electrical Transfer Switch	Each	1	\$1,500.00	\$1,500	1.3%
Miscellaneous Patching	Lump Sum	1	\$1,000.00	\$1,000	0.9%
SUBTOTAL LABOR & MATERIALS				\$69,513	60.5%
General Conditions			10%	\$6,951	
Contractor OH&P			15%	\$10,427	
SUBTOTAL PROBABLE BID COST				\$86,891	75.6%
DESIGN CONTINGENCY			10%	\$8,689	
BID CONTINGENCY			5%	\$4,345	
TOTAL PROBABLE BID COST				\$99,925	
CONSTRUCTION C.O. CONTINGENCY			10%	\$9,992	
PROJECT CONTINGENCY			5%	\$4,996	
TOTAL PROBABLE CONSTRUCTION COST				\$114,914	100.0%

This is a preliminary construction cost estimate based on Schematic Floor Plan dated 7/13/16 .
This estimate is intended for budgetary purposes and is subject to change.
The estimate includes costs for construction only. It does not include furniture, hazardous materials abatement, application fees, financing costs, escalation, phone & data, architectural and engineering fees, or other similar type of costs.

RESOLUTION NO. 101

AUTHORIZATION TO WAIVE THE RIGHT OF WAY PERMIT APPLICATION FEE OF \$100.00 REQUIRED FOR A BIKE RACK AT BELLAMY HARBOR LOCATION

By Councilor _____:

WHEREAS, Positively Rome and its partners will unveil Upstate New York’s first public, turnkey bike share program; and

WHEREAS, the “bike share” will allow Rome residents and visitors (18 year of age and older) to access and ride bicycles along Rome’s Mohawk River Trail; and

WHEREAS, this bike share will include three (3) bike stations and 16 bikes located along the Mohawk River Trail (MRT), and the location at Bellamy Harbor Park will require a Right of Way Permit Application to be submitted; and

WHEREAS, Kimberly Rogers, Third Ward Councilor for the City of Rome, New York, has requested the authorization to waive the \$100.00 nonrefundable Right of Way Permit application fee, now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the nonrefundable Right of Way Permit application fee of \$100.00 required for the bike station located at Bellamy Harbor Park be and is hereby waived.

Seconded by Councilor _____.

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

ADOPTED:

DEFEATED:

RESOLUTION NO. 102

AUTHORIZING THE CITY OF ROME TO ACCEPT A DONATION OF
THE PROPERTY LOCATED AT 704 CHERRY STREET
VIA DONATION

By Councilor _____ :

WHEREAS, pursuant to §25(2) of the Rome City Charter, the City of Rome Common Council has the authority to take and hold real property for any municipal purpose and to sell and convey same in accordance with applicable law; and

WHEREAS, pursuant to §25(3) of the Rome City Charter, the City of Rome Common Council has the authority to take property by gift, grant or devise and to hold and administer real and personal property within and without the limits of the city, absolutely or in trust for any public or municipal purpose, upon such terms and conditions as may be prescribed by the grantor or donor and accepted by the city; and

WHEREAS, according to records kept and maintained by the City of Rome Assessor's Office, Wells Fargo owns real property located in the City of Rome and commonly referred to as 704 Cherry Street (Oneida County Tax Map Parcel No.: 242.026-0002-021), hereinafter as "Property"; and

WHEREAS, Wells Fargo has offered to convey the Property to the City by donation (and any related funds which Wells Fargo may provide to the City of Rome, New York), and which said offer was considered and evaluated by the City of Rome Real Property Committee, which recommends that the Common Council authorize the conveyance of the Property by donation for the purpose of reducing blight and revitalizing the community; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that, pursuant to Rome Charter Laws, §25 and §299.1, the City of Rome be and is hereby authorized to accept the donation and conveyance of property located at 704 Cherry Street, Rome, New York (Oneida County Tax Map No. 242.026-0002-021) via a deed in lieu of donation from Wells Fargo, and that the Mayor of the City of Rome, or her designee, be authorized to execute any and all documents necessary to effectuate said conveyance, including the attached donation agreement, and that the City may expend funds to record said transaction; and

BE IT FURTHER RESOLVED, that the authorization approved hereby shall not be final until the Board of Estimate and Contract approves said conveyance.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
 Dursi___ DiMarco___

ADOPTED:

DEFEATED:

DONATION AGREEMENT

This Donation Agreement (the "Agreement") for certain real property located at **704 CHERRY ST ROME, NY 13440** ("Property"), is effective upon the Effective Date (defined below), between Owner, whose address is 8480 Stagecoach Cir, Frederick, MD 21701 ("Donor") and **City of Rome, NY**, whose address is **198 North Washington Street, Rome, New York 13440** ("Donee"). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. Donor and Donee may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does grant to Donee title to the Property and Donee accepts from the Donor title to the Property under the following terms and conditions:

- A. Donor acquired the Property identified on Exhibit A through the foreclosure process or by a deed in lieu of foreclosure;
- B. Donor did not originally construct any of the improvements forming part of the Property;
- C. Donor has not occupied the Property for its own use;
- D. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis; and
- E. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

AGREEMENT

1. DONATION.

- 1.1 Effective Date.** The date this Agreement is signed by both Parties shall be (the "Effective Date") of the Agreement.
- 1.2 Purchase Price.** The purchase price for the Property shall be ONE and 00/100 Dollars (\$1.00) (the "Purchase Price"). However, the amount payable by the Donee to Donor for the purposes of this transaction as the consideration to be paid shall be ZERO and 00/100 Dollars (\$0.00) (the "Total Adjusted Sales Price"). The term Total Adjusted Sales Price has been determined by the Donor and

Donee taking certain agreed upon sums and applying such sums to the following formula: (a) the Purchase Price less (b) Donor adjustments of -\$1.00.

- 1.3** **Closing.** Donee may choose the Donor's Preferred Title Company (defined below) or any other third party.
- (a) Upon Donee's acceptance of the Donor's offer, Donor shall provide to Donee a suggested company ("Donor's Preferred Title Company") to act as the closing agent and title company.
 - (b) If Donee selects Donor's Preferred Title Company to act as the closing agent and the title company, then Donor shall pay all costs associated with the conveyance of title to the Property, including attorneys' fees and costs, agents' fees, documentary stamp taxes and recording costs ("Closing Costs").
 - (c) If Donee selects a third party other than Donor's Preferred Title Company to act as the closing agent or the title company, then Donor shall pay Closing Costs in the amount of the lesser of (a) \$2,500.00 or (b) the actual amount of Closing Costs.
 - (d) The Donee will notify the Donor of the title company and closing agent Donee has selected by completing the selection form attached hereto as Exhibit "B".
- 1.4** **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.
- 1.5** **Deed.** Title shall be transferred on the Closing Date via a Deed (which Deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" herein shall be construed to refer to such form of Deed. Donor shall be responsible for recording the Deed following the Closing Date. The Deed to be delivered on the Closing Date shall be a Deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the Property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied.
- 1.6** **Title and Examination.** Within five (5) days from the Effective Date, Donor will order a title commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") and provide a copy to Donee upon request or on the Closing Date. Donor will provide marketable title to the Property, which shall be acceptable to Donee in its absolute discretion and as a condition and contingency to Donee's obligation to accept the Property under this Agreement.

- 1.7 **Taxes and Utilities.** The Parties agree that the Donor will only be responsible for the following expenses due as of the Closing Date: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. The Property taxes will be prorated based on an estimate of actual taxes from the previous year on the Property. All prorations will be based upon a 30-day month and all such prorations shall be final. Donor will not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property.
- 1.8 **Risk of Loss.** In the event of fire, destruction, or other casualty loss to the Property after the Effective Date, and prior to the Closing Date, (a) Donor may, at its sole discretion, repair or restore the Property, or (b) either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, in its sole discretion, limit the amount to be expended. If Donor elects not to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.
- 1.9 **Eminent Domain.** In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

2. **ACKNOWLEDGMENTS AND RELEASE.**

- 2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:
- (a) **Soils, Etc.** Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) **Artifacts.** Archeological, prehistoric and historic artifacts, remains and relics.

- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on the Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.
- (i) Planning and Zoning. Present, past or future conformity of the Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop the Property.
- (k) Title. The condition of title to the Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to the Property or to the development or operation of the Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability, investment return and compliance of the Property, its operation or use with any laws, rules, ordinances, regulations or codes of any government or other body.

2.2 RELEASE.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

- (b) **MEANING. FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.**

- (c) **EFFECTIVENESS. THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS AGREEMENT.**

3. TIME IS OF THE ESSENCE: CLOSING DATE.

- 3.1 It is agreed that time is of the essence with respect to all dates specified in this Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.

- 3.2 The closing shall take place on or before **October 3, 2016** (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and Donee or extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the title company of Donee's choice, Donor's attorney or Donee's attorney, or at a place so designated and approved by Donor, unless otherwise

required by applicable law. If the closing does not occur by the date specified in this Section or in any extension, this Agreement is automatically terminated.

4. **GENERAL PROVISIONS.**

- 4.1 **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- 4.2 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 4.3 **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- 4.4 **Termination.** Prior to the Closing Date, this Agreement may be terminated by Donor at any time for any or no reason by written notice to Donee.
- 4.5 **Governing Law.** The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.
- 4.9 **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing

the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

- 4.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.
- 4.11 **Notices.** Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight delivery by a reputable courier to the address of the party set forth in this Section, or sent by fax to the Fax number of the party set forth in this Section, or sent by e-mail to the party set for in this Section. Such notice or communication shall be deemed given if sent by personal delivery or by overnight courier, when delivered in person, if sent by fax, when evidence of successful transmission by telecopier has been received by sender or, in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **City of Rome, NY**

Address:

Attn: Office of the Corporation Counsel
198 N. Washington St.
Rome, NY 13440

If to the Donor: Owner

1 Home Campus
Des Moines, Iowa 50328-0001

- 4.12 **Joint and Several.** If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:

City of Rome, NY

Signature: _____

Print Name: _____

Title: _____

Date: _____

DONOR:

OWNER

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPERTY ADDRESS:

704 CHERRY ST
ROME, NY 13440

LEGAL DESCRIPTION:

All that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, Commencing at a point in the Southeasterly line of Cherry Street 150 feet from Elm Street and at the corner of lands of Griffith (now or formerly), running thence Southeasterly along the lands of Griffith and parallel with Elm Street, 101 feet and 6 1/2 inches to an alley; thence Southwesterly along said alley, 45 and 52/100 feet; thence Northwesterly and parallel with the Griffith line, 108 45/100 feet to Cherry Street; thence Northeasterly along Cherry Street, 45 feet to the place of beginning, as shown on a map of a part of the C. M. Denison Estate, now owned by Charles S. Hughes (now or formerly), made by George C. Schillner, Civil Engineer, dated June 17, 1919 and filed in the Oneida County Clerk's Office June 19, 1919.

TAX PARCEL NO:

30130124202600020210000000

EXHIBIT "B"
Donee's Closing Agent

Please select ONE of the following options for closing:

DONEE: City of Rome, NY

Donee selects Donor's Preferred Title Company to act as the closing agent and the Title Company.

If the Donee chooses not to use the Donor's Preferred Title Company to act as the closing agent and the Title Company, then the following section will need to be completed. Please note this box **MUST** be selected to qualify for the up to \$2,500 Donee closing credit.

Please provide contact information for Donee's chosen Title Company:

Company:

Company Mailing Address:

Contact Name:

Phone:

Email:

RESOLUTION NO. 103

AUTHORIZING THE CITY OF ROME TO ACCEPT A DONATION OF
THE PROPERTY LOCATED AT 407 N MADISON STREET
VIA DONATION

By Councilor _____ :

WHEREAS, pursuant to §25(2) of the Rome City Charter, the City of Rome Common Council has the authority to take and hold real property for any municipal purpose and to sell and convey same in accordance with applicable law; and

WHEREAS, pursuant to §25(3) of the Rome City Charter, the City of Rome Common Council has the authority to take property by gift, grant or devise and to hold and administer real and personal property within and without the limits of the city, absolutely or in trust for any public or municipal purpose, upon such terms and conditions as may be prescribed by the grantor or donor and accepted by the city; and

WHEREAS, according to records kept and maintained by the City of Rome Assessor's Office, Wells Fargo owns real property located in the City of Rome and commonly referred to as 407 N Madison Street (Oneida County Tax Map Parcel No.: 242.033-0002-042), hereinafter as "Property"; and

WHEREAS, Wells Fargo has offered to convey the Property to the City by donation (and any related funds which Wells Fargo may provide to the City of Rome, New York), and which said offer was considered and evaluated by the City of Rome Real Property Committee, which recommends that the Common Council authorize the conveyance of the Property by donation for the purpose of reducing blight and revitalizing the community; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that, pursuant to Rome Charter Laws, §25 and §299.1, the City of Rome be and is hereby authorized to accept the donation and conveyance of property located at 407 N Madison Street, Rome, New York (Oneida County Tax Map No. 242.033-0002-042) via a donation from Wells Fargo, and that the Mayor of the City of Rome, or her designee, be authorized to execute any and all documents necessary to effectuate said conveyance, including the attached donation agreement, and that the City may expend funds to record said transaction; and

BE IT FURTHER RESOLVED, that the authorization approved hereby shall not be final until the Board of Estimate and Contract approves said conveyance.

Seconded by Councilor _____.

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

ADOPTED:

DEFEATED:

DONATION AGREEMENT

This Donation Agreement (the "Agreement") for certain real property located at **407 NORTH MADISON STREET, ROME, NEW YORK 13440** ("Property"), is effective upon the Effective Date (defined below), between Owner, whose address is 8480 Stagecoach Cir, Frederick, MD 21701 ("Donor") and **City of Rome, New York**, whose address is **198 North Washington Street, Rome, New York 13440** ("Donee"). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. Donor and Donee may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does grant to Donee title to the Property and Donee accepts from the Donor title to the Property under the following terms and conditions:

- A. Donor acquired the Property identified on Exhibit A through the foreclosure process or by a deed in lieu of foreclosure;
- B. Donor did not originally construct any of the improvements forming part of the Property;
- C. Donor has not occupied the Property for its own use;
- D. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis; and
- E. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

AGREEMENT

1. DONATION.

- 1.1 Effective Date.** The date this Agreement is signed by both Parties shall be (the "Effective Date") of the Agreement.
- 1.2 Purchase Price.** The purchase price for the Property shall be ONE and 00/100 Dollars (\$1.00) (the "Purchase Price"). However, the amount payable by the Donee to Donor for the purposes of this transaction as the consideration to be paid shall be ZERO and 00/100 Dollars (\$0.00) (the "Total Adjusted Sales Price"). The term Total Adjusted Sales Price has been determined by the Donor and

Donee taking certain agreed upon sums and applying such sums to the following formula: (a) the Purchase Price less (b) Donor adjustments of -\$1.00.

1.3 **Closing.** Donee may choose the Donor's Preferred Title Company (defined below) or any other third party.

- (a) Upon Donee's acceptance of the Donor's offer, Donor shall provide to Donee a suggested company ("Donor's Preferred Title Company") to act as the closing agent and title company.
- (b) If Donee selects Donor's Preferred Title Company to act as the closing agent and the title company, then Donor shall pay all costs associated with the conveyance of title to the Property, including attorneys' fees and costs, agents' fees, documentary stamp taxes and recording costs ("Closing Costs").
- (c) If Donee selects a third party other than Donor's Preferred Title Company to act as the closing agent or the title company, then Donor shall pay Closing Costs in the amount of the lesser of (a) \$2,500.00 or (b) the actual amount of Closing Costs.
- (d) The Donee will notify the Donor of the title company and closing agent Donee has selected by completing the selection form attached hereto as Exhibit "B".

1.4 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.

1.5 **Deed.** Title shall be transferred on the Closing Date via a Deed (which Deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" herein shall be construed to refer to such form of Deed. Donor shall be responsible for recording the Deed following the Closing Date. The Deed to be delivered on the Closing Date shall be a Deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the Property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied.

1.6 **Title and Examination.** Within five (5) days from the Effective Date, Donor will order a title commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") and provide a copy to Donee upon request or on the Closing Date. Donor will provide marketable title to the Property, which shall be acceptable to Donee in its absolute discretion and as a condition and contingency to Donee's obligation to accept the Property under this Agreement.

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- 1.8 **Risk of Loss.** In the event of fire, destruction, or other casualty loss to the Property after the Effective Date, and prior to the Closing Date, (a) Donor may, at its sole discretion, repair or restore the Property, or (b) either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, in its sole discretion, limit the amount to be expended. If Donor elects not to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.
- 1.9 **Eminent Domain.** In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

2. **ACKNOWLEDGMENTS AND RELEASE.**

- 2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:
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- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
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- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
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- (n) Other Matters. Any other matter relating to the Property or to the development or operation of the Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability, investment return and compliance of the Property, its operation or use with any laws, rules, ordinances, regulations or codes of any government or other body.

2.2 RELEASE.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**
- (b) **MEANING. FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.**
- (c) **EFFECTIVENESS. THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS AGREEMENT.**

3. TIME IS OF THE ESSENCE: CLOSING DATE.

- 3.1** It is agreed that time is of the essence with respect to all dates specified in this Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.
- 3.2** The closing shall take place on or before **October 3, 2016** (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and Donee or extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the title company of Donee's choice, Donor's attorney or Donee's attorney, or at a place so designated and approved by Donor, unless otherwise

required by applicable law. If the closing does not occur by the date specified in this Section or in any extension, this Agreement is automatically terminated.

4. **GENERAL PROVISIONS.**

- 4.1 **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- 4.2 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 4.3 **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- 4.4 **Termination.** Prior to the Closing Date, this Agreement may be terminated by Donor at any time for any or no reason by written notice to Donee.
- 4.5 **Governing Law.** The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.
- 4.9 **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing

the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

4.10 No Presumption. All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.

4.11 Notices. Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight delivery by a reputable courier to the address of the party set forth in this Section, or sent by fax to the Fax number of the party set forth in this Section, or sent by e-mail to the party set for in this Section. Such notice or communication shall be deemed given if sent by personal delivery or by overnight courier, when delivered in person, if sent by fax, when evidence of successful transmission by telecopier has been received by sender or, in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: City of Rome, NY

Address:

Attn: Office of the Corporation Counsel

198 N. Washington St.

Rome, NY 13440

If to the Donor: Owner

1 Home Campus

Des Moines, Iowa 50328-0001

4.12 Joint and Several. If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

RESOLUTION NO. 104

AUTHORIZATION TO SET UP A SPECIAL ACCOUNT AND ACCEPT AN AWARD
PRESENTED TO THE CITY OF ROME THROUGH NEW YORK STATE SENATE FOR
THE PURCHASE OF POLICE EQUIPMENT (\$35,000.00)

By Councilor _____:

WHEREAS, Kevin Beach, Chief of the Rome Police Department, has requested the designation of a special account for the deposit of donations for the purchase of one (1) canine for narcotics detection and three (3) Camera Mobile Law Enforcement Automated License Plate Recognition (ALPR Systems); and

WHEREAS, the New York State Senate has contacted the City of Rome Police Department with an award of funding for the purchase of one (1) canine for narcotics detection and three (3) Camera Mobile Law Enforcement Automated License Plate Recognition (ALPR Systems), for a total of \$35,000.00; and

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

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that an award of \$35,000.00 from the New York State Senate, shall be gratefully accepted by the City of Rome to be used towards the purchase of one (1) canine for narcotic detection and three (3) Camera Mobile Law Enforcement Automated License Plate Recognition (ALPR Systems); and

BE IT FURTHER RESOLVED, that the Mayor of the City of Rome and her designees are authorized to execute any and all other contracts, documents and instruments necessary to accept this award and to allow the City to expend funds; and

BE IT FURTHER RESOLVED, that any funds accepted going forward shall be placed in the account designated by the City Treasurer; and

BE IT FURTHER RESOLVED, that to the extent necessary, the City Treasurer is hereby authorized to make such amendments as necessary to the 2016 city budget to properly account for the intent of the \$35,000.00 award accepted hereby; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to the New York State Senate for their award of \$35,000.00 to be used towards the purchase of one (1) canine for narcotic detection and three (3) Camera Mobile Law Enforcement Automated License Plate Recognition (ALPR Systems), pursuant to the attached documentation which is made part of this Resolution.

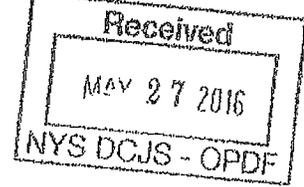
Seconded by Councilor _____.

AYES & NAYS: Trifeletti___Mortise___Rogers___Parsons___Anderson___
 Dursi___DiMarco___

ADOPTED:

DEFEATED:

**SFY 2015-2016
 NEW YORK STATE SENATE
 INITIATIVE FORM**



Legally Incorporated Name of Organization: Rome Police Department

Federal Employer Identification Number (EIN): 15-6000-414

New York State Charities Registration Number:

Location of Project: Rome, New York

County/Counties Served: Oneida

Description of Project: Funding to be used to purchase canine for narcotics detection and crowd control, and to purchase three Camera Mobile Law Enforcement Automated License Plate Recognition (ALPR System). This system is an investigation tool and provides safety to the public and officers by identifying dangerous vehicles on the street.

Funding Level: \$35,000

Requested State Agency to Administer Program: DCJS

Program Contact Information:

Name: Frank Retrosi
Title: Commissioner of Public Safety
Address: 301 North James Street

City: Rome **State:** New York **Zip:** 13440

Phone: 315-339-7705 **Ext.**

Fax: 315-339-7793

e-mail: fretrosi@romecitygov.com

Senator's Name: Joseph A. Griffo

Date: May 13, 2016

RESOLUTION NO. 105

AUTHORIZING THE CITY OF ROME TO IMPLEMENT CORRECTIVE ACTION PLAN IDENTIFIED BY THE NEW YORK STATE OFFICE OF THE STATE COMPTROLLER RELATIVE TO SOLAR POWER PURCHASE AGREEMENTS

By Councilor _____:

WHEREAS, the New York State Office of the Comptroller (“Comptroller”) performed an audit of the City of Rome to examine the City’s process for entering into solar power purchase agreements for the period of January 1, 2013 through June 30, 2015, by which the Comptroller identified certain competitive bidding process and solicitation issues/practices of the City that needed to be addressed and for which the Comptroller recommended the City of Rome to take corrective action; and

WHEREAS, the City of Rome Common Council, has reviewed the Comptroller’s audit and recommendations and has formulated a plan to correct the identified issues and by which the City’s competitive bidding process and solicitation will be improved prospectively, which recommendations are more specifically set forth in the Corrective Action Plan, which is attached hereto and made a part hereof; now, therefore,

BE IT RESOLVED, that the City of Rome Common Council hereby adopts the above-referenced Corrective Action Plan, which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that upon passage of this Resolution, Common Council President Stephanie Viscelli is authorized to sign said Corrective Action Plan, and that the City of Rome Treasurer shall file a copy of this Resolution and the adopted plan with the Office of the New York State Comptroller to comply with that agency’s requirements and to file such other documentation as may be necessary to satisfy the Comptroller’s Office regarding said audit.

Seconded by Councilor _____.

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

ADOPTED:

DEFEATED:

Official Letterhead

August 2016

Unit Name: City of Rome
Audit Report Title: Solar Power Purchase Agreements
Audit Report Number: 2015M-290

For each recommendation included in the audit report, the following is our corrective action(s) taken or proposed.

Audit Recommendation number 1:

Engage in a competitive process prior to entering into future power agreements.

Implementation Plan of Action(s):

The City of Rome will engage in a competitive process prior to entering into future power agreements, consistent with applicable state and local procurement laws. By adhering to said process, the City will help ensure that it is obtaining maximum quality at the lowest possible costs.

Implementation Date:

The plan of action was already implemented on or about January 4, 2016, and is ongoing.

Person Responsible for Implementation:

Board of Estimate and Contract; Mayor; Treasurer; Purchasing Agent.

Audit Recommendation number 2:

Ensure that the established contract approval process is followed properly for all future contracts.

Implementation Plan of Action(s):

The City of Rome has an established contract approval process and will, at all times, adhere to that process for all future contracts. Furthermore, the City will periodically review said process to ensure that it is compliant with applicable procurement laws and that contracts will be awarded in a manner that is in the best interests of the City of Rome.

Implementation Date:

The plan of action was already implemented on or about January 4, 2016, and is ongoing.

Person Responsible for Implementation:

Common Council; Board of Estimate and Contract; Mayor; Treasurer; Purchasing Agent.

Signed:

Dated:

Stephanie Viscelli
President of the Rome Common Council

ORDINANCE NO. 9106

AUTHORIZING THE CHANGING OF EARL STREET
FROM A TWO WAY STREET TO A ONE WAY STREET

By Councilor _____:

WHEREAS, Riccardo D. Dursi, Sixth Ward Councilor for the City of Rome, New York has requested the changing of Earl Street from a two way street to a one way street; and

WHEREAS, the Commissioner of the Department of Public Works, following a review of the conditions along said street, a traffic study, and in consideration of the requests made by local residents, recommends the changing of Earl Street from a two way street to a one way street; and

WHEREAS, the changing of Earl Street from a two way street to a one way street alleviates the traffic concerns having been voiced by local residents; now, therefore,

BE IT ORDAINED, the changing of Earl Street from a two way street to a one way street be and is hereby authorized, pursuant to the maps of Earl Street and the area as 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. 9106

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

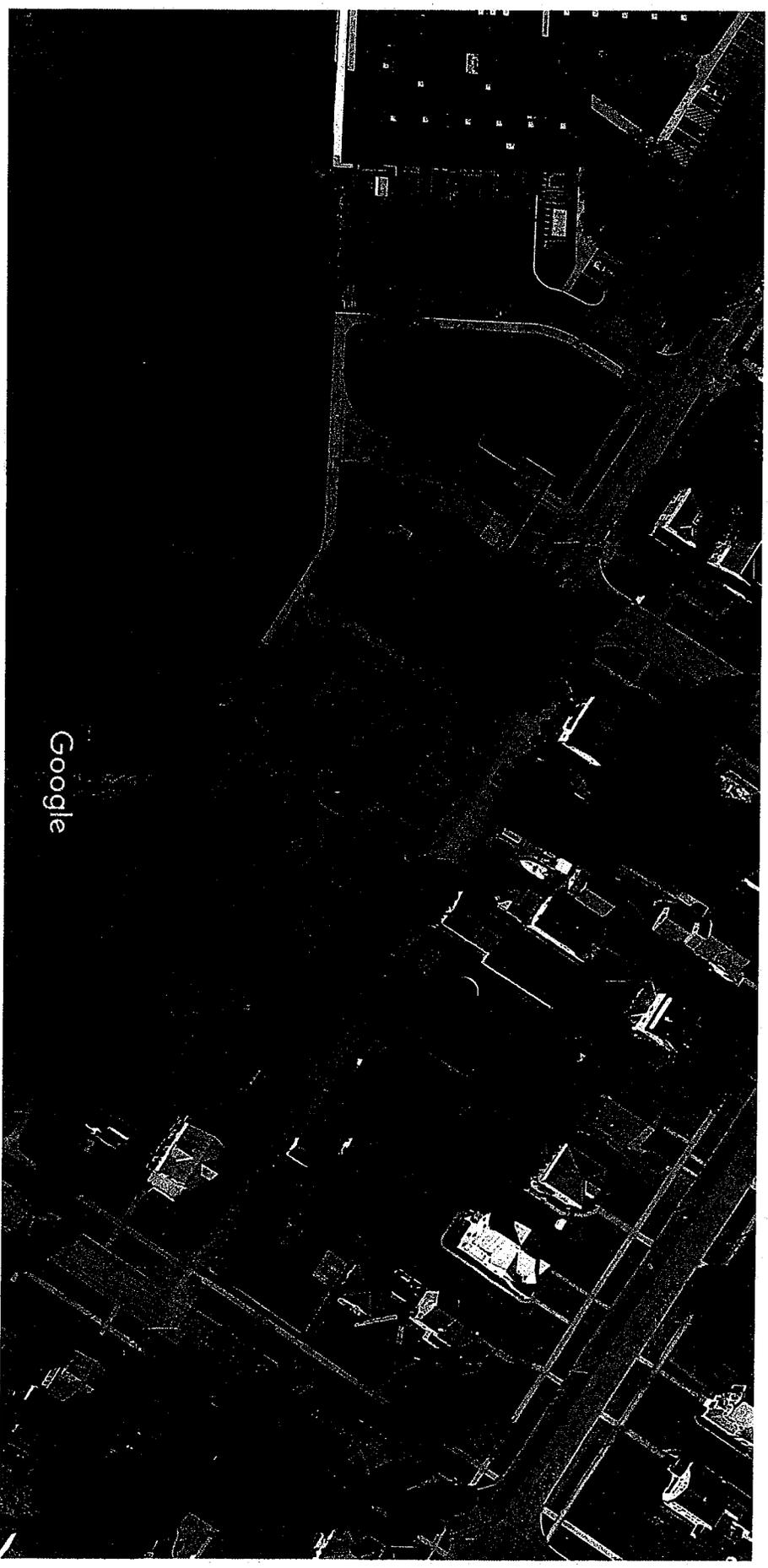
ORDINANCE NO. 9106

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

Google Maps Earl St



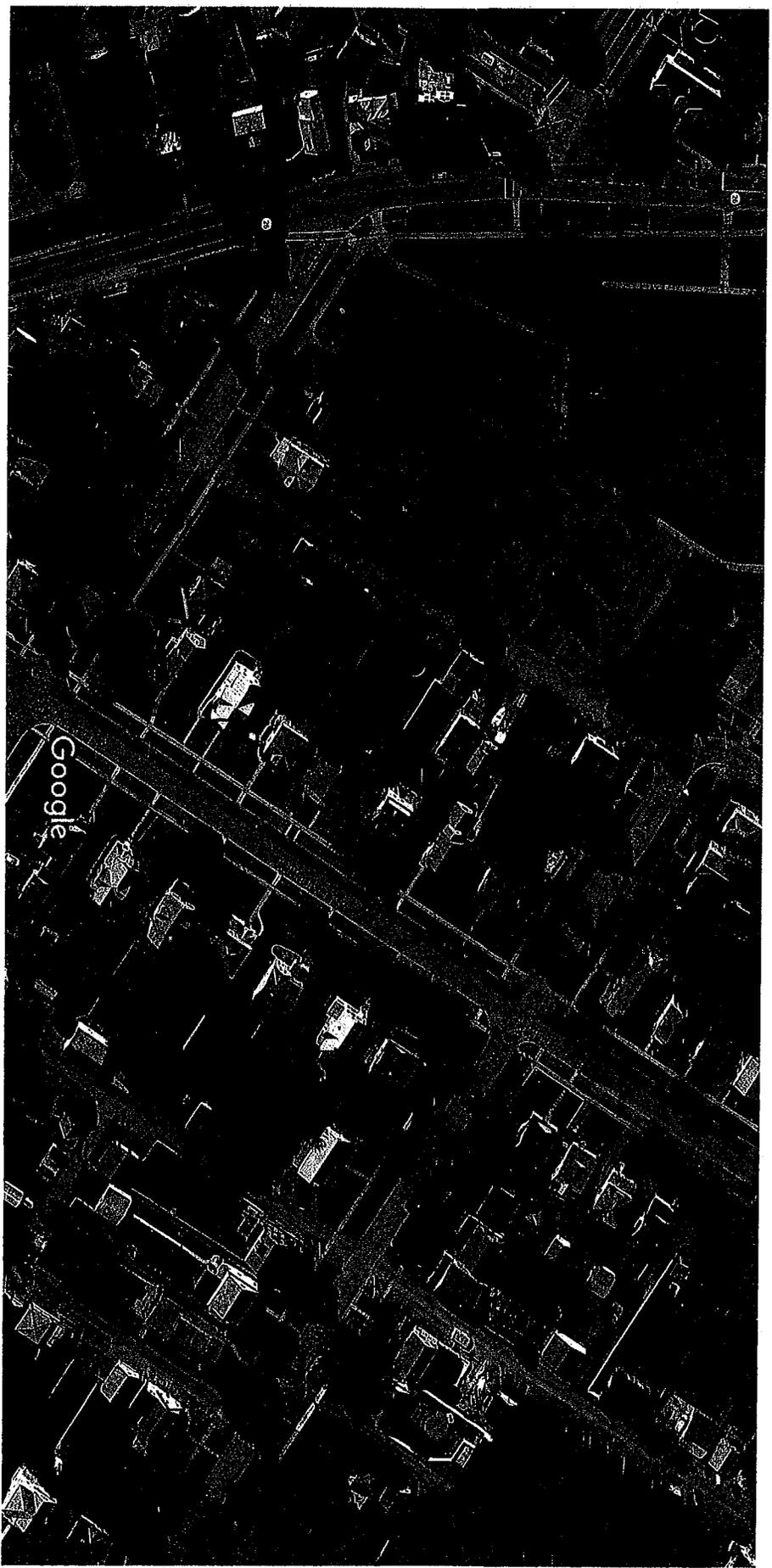
Imagery ©2016 Google, Map data ©2016 Google 50 ft

Earl St
Rome, NY 13440

Google Maps

Google Maps

Earl St Traffic Study
One way should run North to South to alleviate vehicles leaving stadium after events.



Imagery ©2016 Google, Map data ©2016 Google 50 ft

ORDINANCE NO. 9107

ELIMINATING PARKING ON THE SOUTH SIDE OF W NORTH STREET AND W WRIGHT STREET BETWEEN S JAMES STREET AND AN UNNAMED STREET/ALLEY TO THE WEST AND ALLOWING PARKING ONLY ON THE NORTH SIDE OF SAID STREETS

By Councilor _____:

WHEREAS, Kimberly Rogers, Third Ward Councilor for the City of Rome, New York has requested the elimination of parking on the south side of W North Street and W Wright Street between S James Street and an unnamed street/alley to the west, and allowing parking only on the north side of said streets; 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 elimination of parking on the south side of W North Street and W Wright Street between S James Street and an unnamed street/alley to the west, and allowing parking only on the north side of said streets; and

WHEREAS, the elimination of parking on the south side of W North Street and W Wright Street between S James Street and an unnamed street/alley to the west and, allowing parking only on the north side of said streets, alleviates the traffic concerns having been voiced by local residents; now, therefore,

BE IT ORDAINED, the elimination of parking on the south side of W North Street and W Wright Street between S James Street and an unnamed street/alley to the west and allowing parking only on the north side of said streets, is hereby authorized, pursuant to the map of the area as 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. 9107

Seconded by Councilor _____.

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

ORDINANCE NO. 9107

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

ADOPTED:

DEFEATED:



———— Parking Allowed

———— No Parking

ORDINANCE NO. 9108

AMENDING COMMON COUNCIL ORDINANCE
NO. 9081 ADOPTED APRIL 13, 2016 RELATIVE TO AN EASEMENT
WITH NATIONAL GRID

By _____:

WHEREAS, the Common Council of the City of Rome, New York, pursuant to Ordinance No. 9081 adopted April 13, 2016, authorized the Mayor of the City of Rome, New York to grant an easement to National Grid, so as to allow electric service to the water filtration site on Stokes Lee Center Road; and

WHEREAS, after further review of the easement required to complete the work as stated above, National Grid has notified the City of Rome that the description and map originally provided to the City of Rome needs to be amended; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, has requested that the description and map originally attached and made part of Ordinance No. 9081 be replaced with the attached "Grant of Easement" and Map, so as to reflect the corrected measurement and description, per the request of National Grid; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that Ordinance No. 9081 adopted April 13, 2016, be and is hereby amended in that the supporting documentation originally provided has been replaced with the attached "Grant of Easement" and map, which are now made part of Ordinance No. 9081; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to execute the new "Grant of Easement"; and

BE IT FURTHER RESOLVED, that the remainder of Ordinance No. 9081 shall remain as originally adopted on April 13, 2016.

Seconded by _____;
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9108

Seconded by Councilor_____.

AYES & NAYS: Trifeletti___Mortise___Rogers___Parsons___Anderson___
Dursi___DiMarco___

ORDINANCE NO. 9108

AYES & NAYS: Trifeletti___Mortise___Rogers___Parsons___Anderson___
Dursi___DiMarco___

ADOPTED:

DEFEATED:

GRANT OF EASEMENT

THE CITY OF ROME of 198 North Washington Street, Rome, New York 13440 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

Section 1 – Description of the Easement. The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground electric facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground wires, any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Oneida County Clerk's Office on 08/15/1935 in Liber 955 of Deeds at Page 418 and consists of land described as being part of Tax Parcel No. 171.001-1-5.3 of the City of Rome, County of Oneida, and State of New York commonly known as 6105 Stokes-Lee Center Road.

Section 3 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the "Easement Area" is shown on the sketch entitled "18-15-18229715", which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written

consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

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

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 2016.

THE CITY OF ROME

By: _____ (L.S.)
(official's name)

Its: _____
(print individual's name and title)

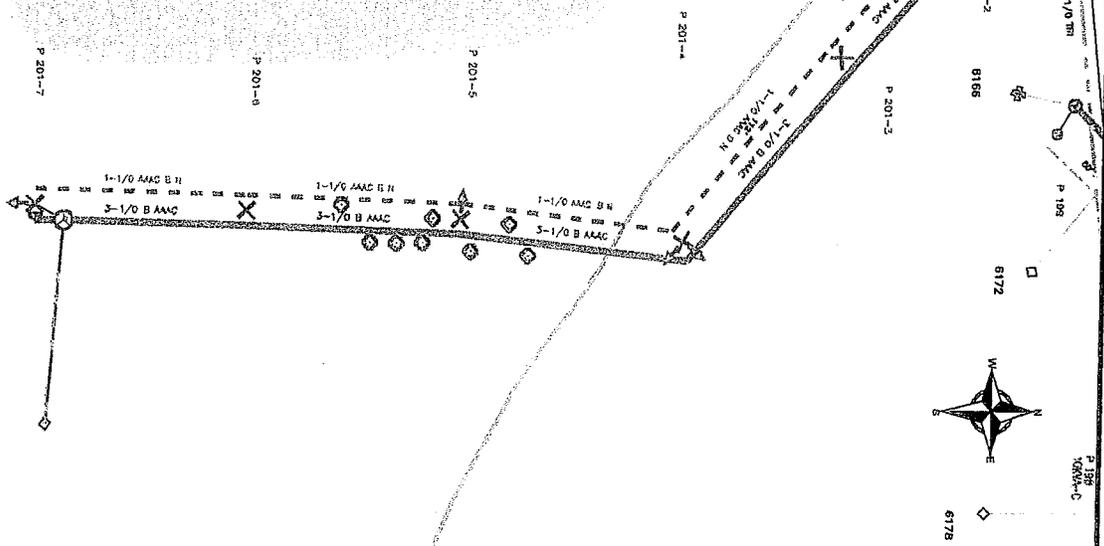
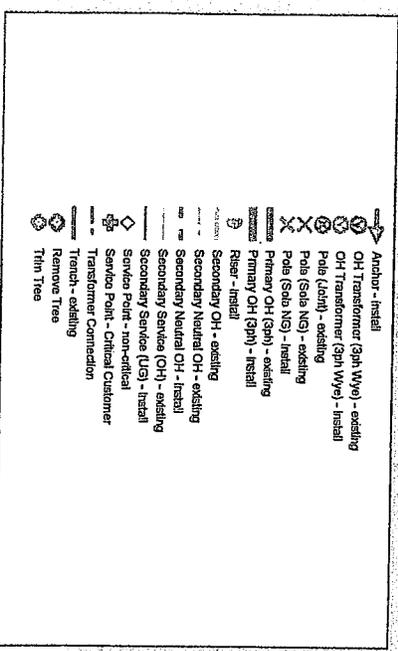
State of New York)
)
County of _____) ss:

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

Notary Public

LEE CTR RD-STOKES RD

POLE 201-1 IS APPROX 150' FROM WEST PROPERTY LINE



EASEMENT
ONEIDA COUTY
TOWN OF LEE
LANDS OF:
ROME WATER
WORKS
#171.001-1-5.3
917' 3 PHASE
LINE EXTENSION
6106 LEE CTR
RD-STOKES RD
7 POLES/6 ANCHORS

EASEMENT #: **18229715**

EASEMENT SKETCH - EXHIBIT A

NOT TO SCALE

DESIGNER: Elaine Kerner
 DATE:
 WORK ORDER #: 18-15-18229715

DEVELOPMENT NAME and LOCATION
 NEW ELEC SERVICE - 1 METER 219A 145KV 3 PHASE 277/480 - THIS WILL BE **NOT TO SCALE**