



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

NOVEMBER 9, 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

The Rome Art & Community Center financial reports for quarters ended March 2016 and June 2016 are on file in the City Clerk's Office.

The Rome Historical Society financial report for quarter ended September 2016 is on file in the City Clerk's Office.

The Rome Fire Department's Quarterly Training Report for July 2016–September 2016 is 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. 133

A

APPOINTING COMMISSIONERS OF DEEDS. Glasso

RES. NO. 134

C

ACCEPTING DONATION PRESENTED TO THE CITY OF ROME POLICE DEPARTMENT FOR K-9 UNIT. Beach

13. ORDINANCES

Current Legislation

ORD. NO. 9133

B

AUTHORIZING FORMER OWNERS TO BUY BACK PROPERTY (219 PLEASANT AVENUE) FOR \$7,845.37. Nolan

ORD. NO. 9134

D

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE ENVIRONMENTAL EASEMENTS IN FAVOR OF NEW YORK STATE FOR THE PROPERTIES LOCATED AT 1333 E. DOMINICK STREET, 1030 EAST DOMINICK STREET AND 701 LAWRENCE STREET. Seelig

ORD. NO. 9135

E

AUTHORIZATION TO ACQUIRE AN EASEMENT ON MARTIN STREET FROM SINGH PETROLEUM TWO, LLC, SO AS TO ALLOW THE CITY ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARYSEWER EXTENSION PROJECT. Schmidt

ORD. NO. 9136

F

RESCINDING ORDINANCE NO. 9094 AND REQUESTING AUTHORIZATION TO ACQUIRE AN EASEMENT ON MARTIN STREET FROM TERESA CAMPANARO, SO AS TO ALLOW THE CITY ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT. Schmidt

14. ADJOURNMENT

NEXT SCHEDULED COMMON COUNCIL MEETING: DECEMBER 14, 2016

RESOLUTION NO. 133

APPOINTING COMMISSIONERS OF DEEDS

By _____:

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

Madeline M. Amuso	301 N. James St.
Timothy J. Bates	301 N. James St.
Kevin C. Beach	301 N. James St.
Richard L. Beaman	119 N. George St. #705
James P. Boyer	301 N. James St.
Johnathan Carr	301 N. James St.
Dave Collins	301 N. James St.
Ann M. Copperwheat	301 N. James St.
Dominic J. Corigliano	301 N. James St.
Don A. D’Aiuto	301 N. James St.
Edwin A. D’Alessandro	301 N. James St.
Michael P. DeMatteo	301 N. James St.
Jay DiMaggio	301 N. James St.
Frank Fragapane	301 N. James St.
Richard M. Galluppi	301 N. James St.
Mark Glasso	301 N. James St.
Kevin James	301 N. James St.
Jeffrey M. Lanigan	301 N. James St.
Mark Liddy	301 N. James St.
Sharie Fiorini-Parsons	927 W. Thomas St.
Gerald Pohorenc	301 N. James St.
Jeffrey A. Race	301 N. James St.
John A. Reilly	301 N. James St.
Cheyenne Schoff	301 N. James St.
Kevin M. Simons	301 N. James St.
Thomas P. Smith	301 N. James St.
Edward T. Stevens	301 N. James St.
Scott Wittmann	301 N. James St.
Mike Yoxall	301 N. James St.
Jason T. Worth	301 N. James St.

and,

RESOLUTION NO. 134

ACCEPTING DONATION PRESENTED TO THE
CITY OF ROME POLICE DEPARTMENT FOR K-9 UNIT

By Councilor _____ :

WHEREAS, Tractor Supply, Co., has contacted the City of Rome Police Department and offered to set up donation stations at Tractor Supply, Co., (Rome location) to assist in collecting donations of dog bones and dog food for Rome Police Department's K-9 Unit; and

WHEREAS, employees of Tractor Supply, Co., (Rome location) ask customers if they would like to donate dog bones and/or dog food by purchasing same and leaving in the designated donation station within the store, to assist the Rome Police Department's K-9 Unit care; 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 donations of dog bones and dog food from Tractor Supply, Co., and all customers that made/will make purchases for donation to the Rome Police Department K-9 Unit, shall be gratefully accepted by the City of Rome; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to Tractor Supply, Co., (Rome location) for their collaborative efforts in collecting donations of dog bones and dog food, as well as the customers who donate, to assist the Rome Police Department's K-9 Unit care.

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
 Dursi___ DiMarco___

ADOPTED:

DEFEATED:

ORDINANCE NO. 9133

AUTHORIZING FORMER OWNERS TO BUY BACK PROPERTY
(219 PLEASANT AVENUE) FOR \$7,845.37

By Councilor _____:

WHEREAS, David C. Nolan, City Treasurer, has requested the authorization for former property owner, Donald Lubecki to buy back 219 Pleasant Avenue (Tax Map No. 242.036-0001-047) for \$7,845.37; now, therefore

BE IT ORDAINED, former owner, Donald Lubecki is hereby authorized to buy 219 Pleasant Avenue (Tax Map No. 242.036-0001-047) for \$7,845.37, Tax Statements for said property is attached and made part 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. 9133

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9133

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

09/29/2016 10:58
plisandrelli

Subeck

Real Estate Tax Statement

P 1
txtaxstm

PARCEL: 242.036-0001-047.000-0000

LOCATION: 219 PLEASANT AVE

CURRENT OWNER:
CITY OF ROME
CITY HALL
ROME NY 13440

CURRENT STATUS:
SQ FT: 4,791
LAND VALUATION: 45,100
BUILDING VALUATION: 0
EXEMPTIONS: 0
TAXABLE VALUATION : 45,100

LEGAL DESCRIPTION:

DEED DATE: BOOK/PAGE: INTEREST DATE: 10/28/2016

YEAR	TYPE	BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE

2017	RE-R	705688				
1	SCHOOL T		674.40	674.40	.00	674.40
	LIBRARY T		16.87	16.87	.00	16.87
			691.27	691.27	.00	691.27
2	SCHOOL T		674.41	674.41	.00	674.41
	LIBRARY T		16.87	16.87	.00	16.87
			691.28	691.28	.00	691.28
			1,382.55	1,382.55	.00	1,382.55

2016	RE-R	605686				
1	SCHOOL TAX		324.11	324.11	58.76	382.87
	LIBRARY TA		16.11	16.11	2.92	19.03
			340.22	340.22	61.68	401.90
2	SCHOOL TAX		324.11	324.11	40.03	364.14
	LIBRARY TA		16.11	16.11	1.99	18.10
			340.22	340.22	42.02	382.24
			680.44	680.44	103.70	784.14

2016	RE-C	644088				
1	GENERAL CI		223.82	223.82	15.67	239.49
	INSIDE DIS		115.65	115.65	8.10	123.75
	GARBAGE 1		112.50	112.50	7.88	120.38
	SEWER RENT		130.27	130.27	9.12	139.39
	WATER RENT		208.84	208.84	14.62	223.46
			791.08	791.08	55.39	846.47
2	GENERAL CI		223.82	223.82	.00	223.82
	INSIDE DIS		115.65	115.65	.00	115.65
	GARBAGE 1		112.50	112.50	.00	112.50

09/29/2016 10:58
plisandrelli

8 2016
Real Estate Tax Statement

P 3
txtaxstm

YEAR	TYPE	BILL INST CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2013	RE-C	344103				
1		GENERAL CI	226.70	.00	.00	PAID
		INSIDE DIS	113.12	.00	.00	PAID
		GARBAGE 1	112.50	.00	.00	PAID
		SEWER RENT	122.65	.00	.00	PAID
		WATER RENT	166.22	.00	.00	PAID
		STUB SEARC	165.00	165.00	.00	165.00
		ADVERTISIN	50.00	50.00	.00	50.00
			956.19	215.00	.00	215.00
2		GENERAL CI	226.70	226.70	95.21	321.91
		INSIDE DIS	113.13	113.13	47.51	160.64
		GARBAGE 1	112.50	112.50	47.25	159.75
		SEWER RENT	122.64	122.64	31.89	154.53
		WATER RENT	166.23	166.23	43.22	209.45
			741.20	741.20	265.08	1,006.28
			1,697.39	956.20	265.08	1,221.28
GRAND TOTALS			9,294.61	7,022.42	822.95	7,845.37

ORDINANCE NO. 9134

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE ENVIRONMENTAL EASEMENTS IN FAVOR OF NEW YORK STATE FOR THE PROPERTIES LOCATED AT 1333 E. DOMINICK STREET, 1030 EAST DOMINICK STREET AND 701 LAWRENCE STREET

By Councilor _____:

WHEREAS, the City of Rome owns real property located at 1333 E. Dominick Street, 1030 E. Dominick Street, and 701 Lawrence Street, all in the City of Rome, New York (together, the "Properties"); and

WHEREAS, the State of New York, through its environmental remediation program, provided funds to the City of Rome for the remediation of contamination at the Properties which threatened the health and vitality of the community of the City of Rome; and

WHEREAS, pursuant to the terms of the grant agreement with the State of New York, the City of Rome is required to grant an environmental easement, in a form consistent with that attached hereto as Exhibit A (the "Environmental Easement"), for the benefit of the State of New York, acting through their Commissioner of the Department of Environmental Conservation ("DEC"); and

WHEREAS, such Environmental Easement shall provide for operation, maintenance, and/or monitoring requirements, restrict future uses at the Properties consistent with the residual contamination at the Properties and provide for engineered structures, including groundwater use or soil management restrictions; and

WHEREAS, the City of Rome wishes to grant such an Environmental Easement (and/or any other such necessary or appropriate document) to finalize the Properties' participation in New York State's environmental restoration program; now therefore; and

BE IT ORDAINED, by the Common Council of the City of Rome, that the Mayor and staff are hereby authorized to execute and submit any and all documents necessary to the DEC in order to allow the DEC to prepare the Environmental Easement, and once prepared, to execute and enter into said Environmental Easement and any other necessary or appropriate documents with the State of New York, with regards to the Properties participation in the State of New York's environmental restoration program, upon such terms and conditions acceptable to the Mayor of the City of Rome in her discretion.

- In addition to county-specific requirements, submittal of the approved survey to the Department must include the following:
 - A "D" sized copy (24" x 36") of the final signed, stamped map
 - A 600 DPI scan of the final signed, stamped map
 - An Autocad .dwg or exported .dxf file of the polyline (at a minimum) of the final survey

5) Submissions

- The Environmental Easement Package being submitted to the Department includes the applicable documents set forth in Attachment A.

PLEASE READ THE FOLLOWING CAREFULLY

The Remedial Party and the Remedial Party's attorney understand and acknowledge that the New York State Department of Environmental Conservation will rely on each and every answer in this statement: (1) to determine whether the Easement Package can be reviewed in a timely fashion; and (2) to determine whether the Easement Package should be approved. The Remedial Party and the Remedial Party's attorney understand and acknowledge that any false statement or misrepresentation herein will constitute cause for the revocation of the Certificate of Completion issued in reliance on this checklist and accompanying documentation. The Remedial Party and the Remedial Party's attorney further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Statement of Certification and Signatures

I have reviewed the information being submitted in relation to this Easement Package and this information, to the best of my knowledge and belief, is accurate and correct. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

1) By Remedial Party:

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Date: _____ Signature: _____

Print Name: _____

2) By Remedial Party's Attorney:

I hereby affirm that I am the attorney for _____ (entity); that I am authorized by that entity to make this certification; that this certification was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief.

Date: _____ Signature: _____

Print Name: _____

Attachment

Attachment A

Documents required to be sent in hard copy with electronic formats copied to the Project Manager and Project Attorney for a complete Environmental Easement package:

- 1) Copy(ies) of current deed(s) and supporting title documentation (see Department Title Requirements).
- 2) Copy of tax map.
- 3) Proof of authority to obligate owner of property as set forth in "Verification of ownership of property" on the Easement checklist.
- 4) Legal description of the easement area, electronic copy to be in an electronic text format (i.e., MS Word or Rich Text Format).
- 5) One full-sized, signed Survey and an electronic Survey submitted as a fully rendered PDF (not scanned).
- 6) A draft Notice to Municipality, with appropriate site-specific provisions.
- 7) Easement Checklist with certification signed by Remedial Party and Remedial Party's attorney.
- 8) Signed transfer tax forms (TP-584 or ACRIS Forms).

Hard copy submission shall be sent to:

Bradford Burns, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233-1500

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this _____ day of _____, 20__, between Owner(s) Enter property owner(s) name, having an office at Enter property owner's address, County of Dutchess, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of Enter street address of property in the Choose municipality type of Enter property municipality, County of Enter property county and State of New York, known and designated on the tax map of the County Clerk of Enter clerk county as tax map parcel numbers: Section Enter Tax ID Section #. Block Enter Tax ID Block # Lot Enter Tax ID Lot #, being the same as that property conveyed to Grantor by deed dated Enter Deed Date and recorded in the Enter county name or leave blank for NY City deeds County Clerk's Office in Liber and Page Enter Instrument # or Liber and Page #s. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately Enter Acreage +/- acres, and is hereinafter more fully described in the Land Title Survey dated Enter original survey date and, if applicable, "and revised on" and revised survey date prepared by Enter revised surveyor's name or original surveyor's name if not revised, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Choose an Oversight Document TypeNumber: Enter SAC# or BCA/Consent Order Index # and "as amended by Amendment(s) #(s)" as applicable, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Choose the allowable land use if current land use is selected, enter current use.

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Automatic County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Choose the correct list of inapplicable uses., and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held
by the New York State Department of Environmental Conservation**

pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: Enter DEC Site #
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and

communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Enter Grantor's Name:

By: _____

Print Name: _____

Title: _____ Date: _____

SCHEDULE "A" PROPERTY DESCRIPTION

Enter Property Description

ORDINANCE NO. 9135

AUTHORIZATION TO ACQUIRE AN EASEMENT ON MARTIN STREET FROM SINGH PETROLEUM TWO, LLC, SO AS TO ALLOW THE CITY ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT

By Councilor _____ :

WHEREAS, Singh Petroleum Two, LLC (“Singh”) owns real property located at 6787 Martin Street in the City of Rome, New York (“property”); and

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, including the installation of the new sanitary sewer transmission line to service properties along Martin Street from Mill Street to Route 233 overpass; and

WHEREAS, the City of Rome desires access to the property for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the project upgrades on said property; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City’s best interest to acquire an easement at 6787 Martin Street from Singh; and

WHEREAS, Singh 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 City with access to the Singh property in order to repair, construct, modify or otherwise maintain the project upgrades and related equipment at 6787 Martin Street; 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 Singh, in order to acquire an easement on the property at 6787 Martin Street, said easement being more specifically described in the attached Permanent Easement Agreement, description and map, which are made part of this Resolution; and

**Permanent Easement
For
Martin Street Sewers
Singh Petroleum Two, LLC
Reputed Owner**

Map 2/Parcel 4 - 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 2/Parcel 4, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Singh Petroleum Two, LLC (Reputed Owner) as recorded in the Oneida County Clerk's Office in Instrument Number 2015-007907.

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

Thence, northeasterly - $37\pm$ feet along said division line;

Thence, southeasterly - $30\pm$ feet through the lands of said Singh Petroleum Two, LLC to a point on said highway boundary line;

Thence, southwesterly - $39\pm$ feet along said highway boundary line to an angle point in said highway boundary line;

Thence, northwesterly - $27\pm$ along said highway boundary line to the point of beginning, containing $1078 \pm$ square feet ($0.025\pm$ 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 2/Parcel 4, 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 Singh Petroleum Two, LLC (Reputed Owner)" as Map 2 Parcel 4 and dated October 3, 2016.

PERMANENT EASEMENT AGREEMENT

Agreement made this ____ day of _____, 2016, by and between **SINGH PETROLEUM TWO, LLC** (“Singh Petroleum”), with a mailing address of 6787 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 two (2) portions of the Grantor’s property located at 6787 Martin Street in the City of Rome, New York (Tax Map #259.001-0001-003.002); and

WHEREAS, Grantee desires access to the Grantor’s property at 6787 Martin Street (Tax Map #259.001-0001-003.002) 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 two (2) portions of Grantor's land at 6787 Martin Street (Tax Map #259.001-0001-003.002), 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 to 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 Singh Petroleum Two, LLC by deed dated June 10, 2015 and recorded in the Oneida County Clerk's Office on June 12, 2015 in Book 2015 at page 7907.

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

On the ____ day of _____, 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

DEED REFERENCES:

1. WARRANTY DEED - BASIC COVENANTS, INC. OR CORP. FROM 6787 MARTIN STREET, NEW YORK, NY 10019, TO SINGH PETROLEUM TWO, LLC, INST. # 2015-007907 ON JUNE 12, 2015.
2. COVIT ON MY BEHALF FROM THE CITY OF ROME, NEW YORK TO 6787 MARTIN STREET, LLC DATED OCTOBER 1, 2012 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2012-071882 ON OCTOBER 19, 2012.
3. WARRANTY DEED WITH LIEBEN COVENANT FROM SAMUEL CAMPANARO TRUST TO SINGH PETROLEUM TWO, LLC DATED OCTOBER 1, 2012 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2011-078212 ON SEPTEMBER 8, 2011.
4. BARGAIN AND SALE DEED WITH ASSUMPTION CLAUSE FROM THE ROME SAVINGS BANK TO FRANK B. CALANCA, JR. DATED JUNE 19, 2002 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE IN INSTRUMENT # 2002-016887 ON JUNE 28, 2002.

MAP REFERENCES:

1. MAP ENTITLED "NEW YORK STATE THROUGH AUTHORITY CANALWAY TRAIL" 145 15-25C, DATED SEPTEMBER 27, 2013.
2. MAP ENTITLED "STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION STANWIX - GRIFISS AIR FORCE BASE STATE HIGHWAY S IN 71-57, D95897, DATED AUGUST 1, 1977.
3. NEW YORK STATE DEPARTMENT OF PUBLIC WORKS AND DIVISION OF HIGHWAYS, SH 6485 R02478 SHEET #4 DATED JUNE 2, 1957.
4. ACQUISITION MAP FOR THE RECONSTRUCTION OF A PORTION OF THE STANWIX - ORISKANY - WHITESBORO, SH 6485 ENTITLED "NEW YORK STATE RAILWAYS - REPUTED OWNER, PARCEL A", MAP #2 ABC-R2, DATED APRIL 30, 1937.
5. MAP ENTITLED "PLANS FOR IMPROVING THE ROME ROADS, AUGUSTA AND WESTMORELAND SECTIONS", SH 964, SHEETS #8 & 9, DATED DECEMBER 20, 1900.
6. SUBDIVISION MAP ENTITLED "PROPOSED SUBDIVISION MAP PROPERTY OF GARRY F. COLEMAN" DATED OCTOBER 26, 1987 AND RECORDED IN THE ONEIDA COUNTY CLERK'S OFFICE JUNE 7, 1988 AS MAP #1907.

NOTE:

1. EXISTING UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE PLANS, RECORDS AND SURVEYS. THEIR LOCATION AND DEPTH ARE NOT GUARANTEED. ANY CONDUIT, CABLE, OR COORDINATE MADE BY PRIVATE COMPANIES, SUCH AS TELEPHONE OR CABLE TV, 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 LOCATION AND DEPTH OF ALL 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 OMISSIONS TO A SURVEY (U.S. BEARMS A LICENSED LAND SURVEYORS SEAL IS A VIOLATION OF SECTION 726A, 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 SURVEYORS' EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

CITY OF ROME
 TM 2560.001-0001-0003.002

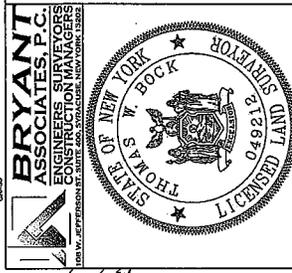
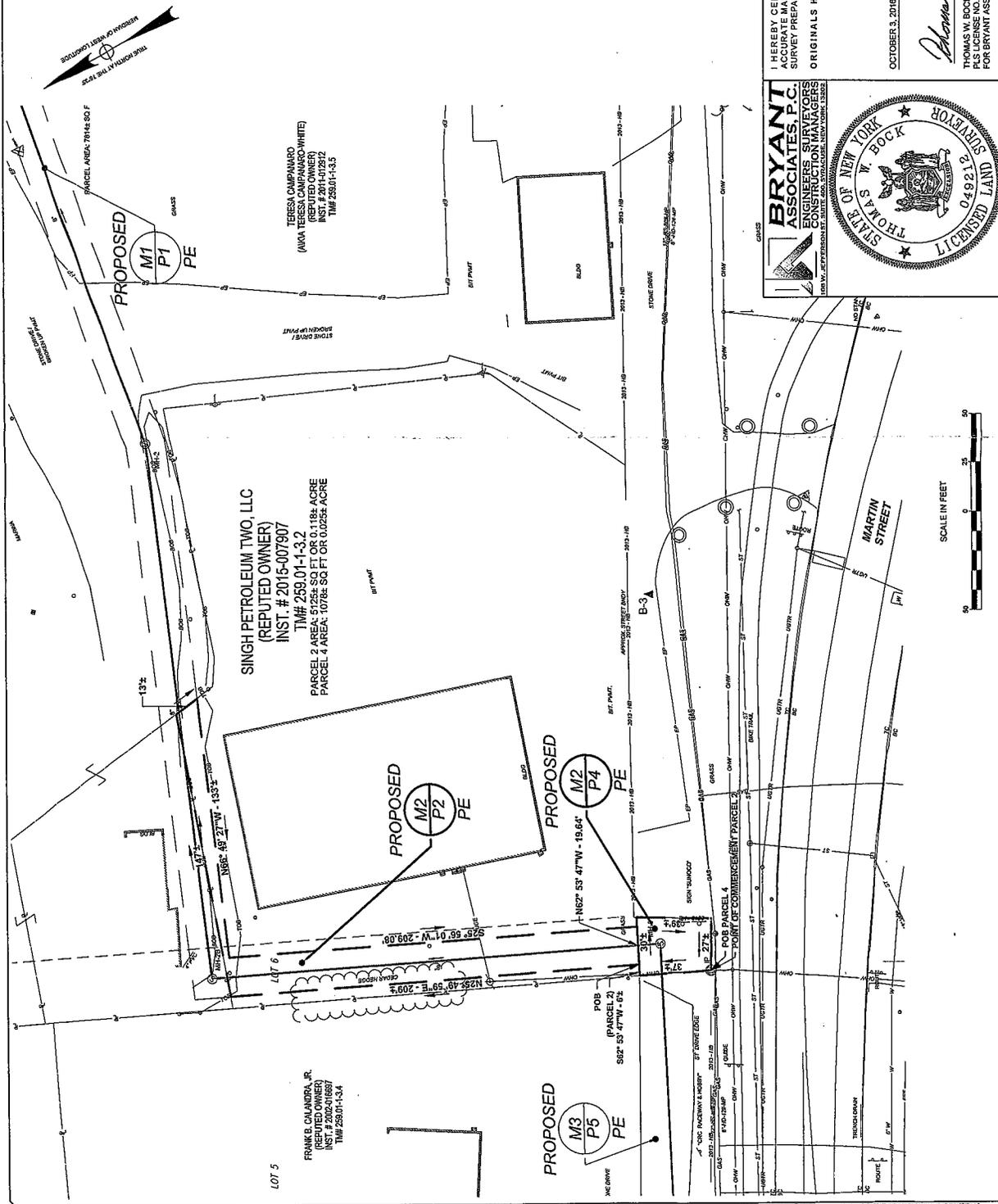
REVISED
 LANDS TO BE ACQUIRED
 FROM
 SINGH PETROLEUM TWO, LLC
 (REPUTED OWNER)

OCTOBER 3, 2016

Thomas W. Book

THOMAS W. BOOK, P.E., L.S.
 PLS LICENSE NO. 048212
 FOR BRYANT ASSOCIATES, P.C.

ONEIDA COUNTY
 MAP 2
 PARCEL 2 & 4
 NEW YORK



ORDINANCE NO. 9136

RESCINDING ORDINANCE NO. 9094 AND REQUESTING AUTHORIZATION TO ACQUIRE AN EASEMENT ON MARTIN STREET FROM TERESA CAMPANARO, SO AS TO ALLOW THE CITY ACCESS FOR UPGRADES TO THE SEWER SYSTEM THROUGH THE MARTIN STREET SANITARY SEWER EXTENSION PROJECT

By Councilor _____ :

WHEREAS, on June 22, 2016 the Common Council of the City of Rome, New York authorized the Mayor to enter into an Easement Agreement, and to execute any other necessary or appropriate documents, with Teresa Campanaro (a.k.a. Teresa Campanaro-White), in order to acquire an easement on the property of 6805 Martin Street, pursuant to Ordinance No. 9094; and

WHEREAS, said easement was for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the project upgrades on 6805 Martin Street; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works has identified that the location of the sanitary main has changed, beyond the control of the City—which changes the entirety of the Permanent Easement attached and incorporated into Ordinance No. 9094; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works is of the opinion that Ordinance No. 9094, adopted on June 22, 2016 must be rescinded; and

WHEREAS, Teresa Campanaro a/k/a/ Teresa Camapanaro-White (“Campanaro”) owns real property located at 6805 Martin Street in the City of Rome, New York (“property”); and

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 project design calls for upgrades, including the removal of an existing pump station, the installation of a new pump station with building enclosure and the installation of new sewer lines and electrical equipment (“project upgrades”); and

WHEREAS, the City of Rome desires access to the property for the purpose of accessing, installing, constructing, repairing, modifying or otherwise maintaining the project upgrades on said property; and

WHEREAS, Frederick Schmidt, Commissioner of the Department of Public Works, opines that it is in the City's best interest to acquire an easement at 6805 Martin Street from Camapanaro; and

WHEREAS, Teresa Camapanaro a/k/a Teresa Campanaro-White 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 City with access to the Camapanaro property in order to repair, construct, modify or otherwise maintain the project upgrades and related equipment at 6805 Martin Street; now, therefore

BE IT ORDAINED, that Ordinance No. 9094 adopted June 22, 2016 be and is hereby rescinded; and

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 Teresa Camapanaro, in order to acquire an easement on the property at 6805 Martin Street, said easement being more specifically described in the attached Permanent Easement Agreement, description and map, which are made part of this Resolution; and

BE IT FURTHER ORDAINED, by the City of Rome Common Council that this Ordinance shall take effect immediately upon approval 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. 9136

Seconded by Councilor _____.

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ORDINANCE NO. 9136

AYES & NAYS: Trifeletti___ Mortise___ Rogers___ Parsons___ Anderson___
Dursi___ DiMarco___

ADOPTED:

DEFEATED:

**Permanent Easement
For
Martin Street Sewers
Teresa Campanaro (a\k\la Teresa Campanaro-White)
Reputed Owner**

Map 1/Parcel 1 - 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 1/Parcel 1, situate in the City of Rome, County of Oneida, and State of New York, being part of the lands of Teresa Campanaro (a\k\la Teresa Campanaro-White) (Reputed Owner) as recorded in the Oneida County Clerk's Office in Instrument Number 2011-012912.

Commencing at a point on the northerly highway boundary line of Martin Street and the division line between the lands of said Teresa Campanaro (a\k\la Teresa Campanaro-White) (Reputed Owner), on the east and the lands of Singh Petroleum Two, LLC (Reputed Owner), as recorded in the Oneida County Clerk's Office in Instrument Number 2015-007907 on the west;

Thence, northeasterly - 85± feet along said division line to an angle point in said division line;

Thence, northerly - 167± feet along said division line to an angle point in said division line;

Thence, westerly - 130± feet along said division line to an angle point in said division line;

Thence, northwesterly- 17± feet along said division line to an angle point in said division line;

Thence, northerly - 10± feet along said division line to the point of beginning;

Thence, S 66° 49' 27" E - 133± into the lands of said Teresa Campanaro (a\k\la Teresa Campanaro-White) to a point;

Thence, S 79° 54' 30" E - 222.37 feet to a point;

Thence, S 80° 36' 39" E - 162± feet to a point on an existing 30 permanent sanitary easement;

Thence, northerly - 20± feet along said sanitary easement to a point;

Thence, N 80° 36' 44" W - 166± feet to a point;

Thence, N 79° 55' 15" W - 218.90 feet to a point;

Thence, N 66° 50' 14" W - 282.97 feet to a point;

Thence, S 25° 49' 59" W - 18± feet to a point on the division line between the lands of said Teresa Campanaro (a\k\la Teresa Campanaro-White) (Reputed Owner), on the north and the lands of Singh Petroleum Two, LLC (Reputed Owner), as recorded in the Oneida County Clerk's Office in Instrument Number 2015-007907 on the south;

Thence southeasterly - 147± feet along said division line to an angle point in said division line;

Thence southerly - 13± feet along said division line to the point of beginning, containing 12,392± square feet (0.284± 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 1/Parcel 1, 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 Teresa Campanaro (a\k\la Teresa Campanaro-White) (Reputed Owner)" as Map 1/Parcel 1 and dated October 3, 2016.

PERMANENT EASEMENT AGREEMENT

Agreement made this _____ day of _____, 2016, by and between **TERESA CAMPANARO, A/K/A TERESA CAMPANARO-WHITE**, (“Campanaro”), residing at 208 McCaskill Street, Marshalville, GA 31057, 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 removal of an existing pump station, the installation of a new pump station with building enclosure and the installation of new sewer lines and electrical equipment (“Project Upgrades”), to be installed on one (1) portion of the Grantor’s property located at 6805 Martin Street in the City of Rome, New York (Tax Map #259.001-0001-003.005); and

WHEREAS, Grantee desires access to the Grantor’s property at 6805 Martin Street (Tax Map #259.001-0001-003.005) 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 6805 Martin Street (Tax Map #259.001-0001-003.005), 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 to 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 Teresa Campanaro (A/K/A Teresa

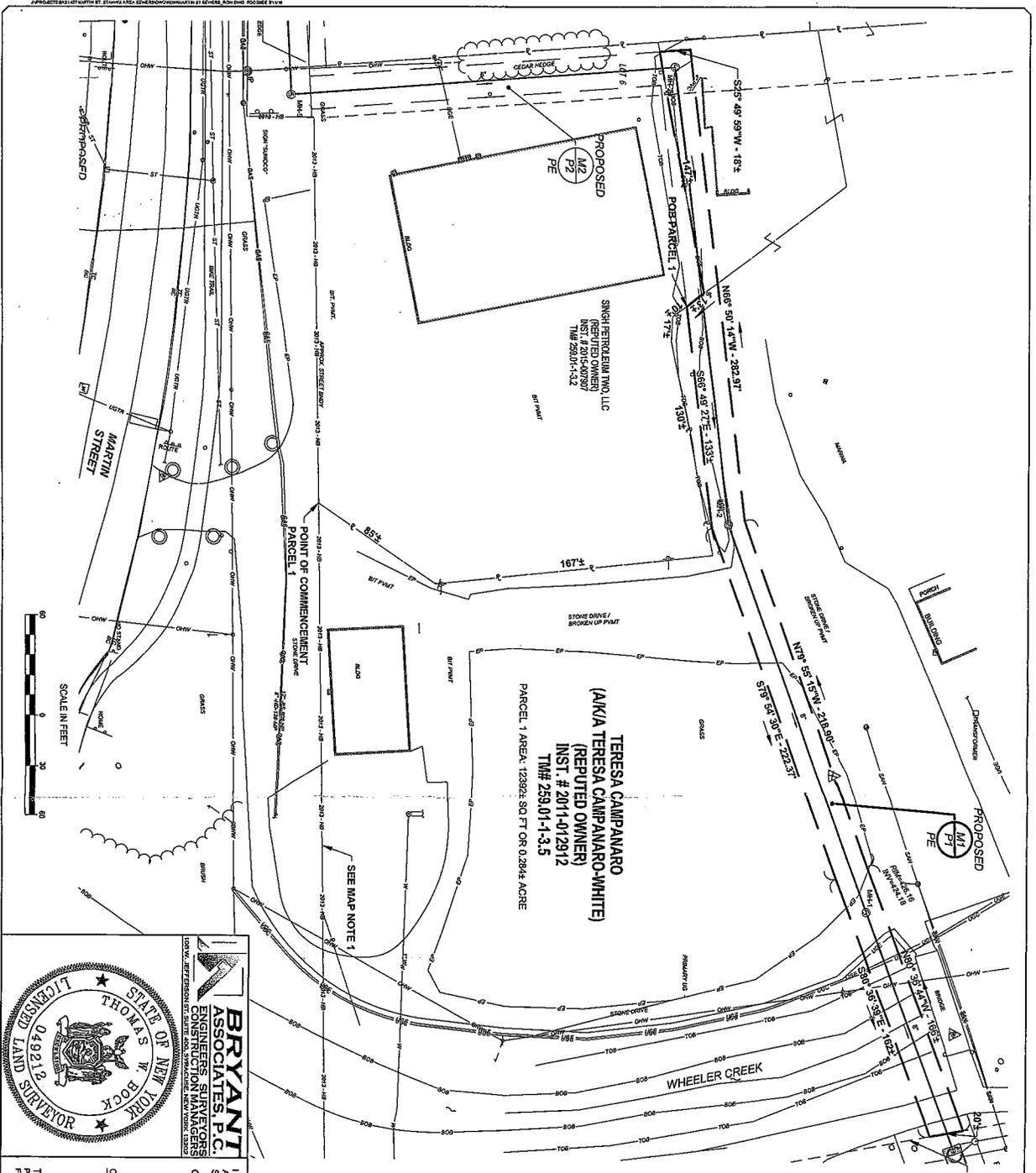
that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed this instrument.

Notary Public - State of New York

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

On the ____ day of November, 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(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



BRYANT ASSOCIATES, P.C.
ENGINEERS & SURVEYORS
CONSULTANTS & MANAGERS
100 W. WASHINGTON ST. SUITE 400, SYRACUSE, NEW YORK 13202

STATE OF NEW YORK
THOMAS W. BOCK
LICENSED LAND SURVEYOR
049212

OCTOBER 3, 2016

Thomas W. Bock

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

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

CITY OF ROCHESTER
TM 259.001-001-002.005

REVISED
LANDS TO BE ACQUIRED
FROM
TERESA CAMPANARO
(AKIA
TERESA CAMPANARO-WHITE)
(REPUTED OWNER)

ONONDAGA COUNTY
MAP 1
PARCEL 1
NEW YORK

DEED REFERENCES:

WARRANTY DEED WITH UEN COVENANT FROM SAMUEL CAMPANARO TRUST TO TERESA CAMPANARO-WHITE (REPUTED OWNER) DATED SEPTEMBER 8, 2011 AND RECORDED IN THE ONONDAGA COUNTY CLERKS OFFICE IN INSTRUMENT #2011-012912 ON SEPTEMBER 8, 2011.

WARRANTY DEED, BASIC COVENANTS, UEN OR COPE, FROM RITA 6977 MARTIN STREET LLC TO SINGH RETROFITTING, LLC (REPUTED OWNER) DATED JUNE 12, 2015, #2015-007897 ON JUNE 12, 2015.

QUIT CLAIM DEED FROM THE CITY OF ROCHESTER, NEW YORK, TO 6977 MARTIN STREET, LLC DATED OCTOBER 1, 2012 AND RECORDED IN THE ONONDAGA COUNTY CLERKS OFFICE IN INSTRUMENT # 2012-017892 ON OCTOBER 19, 2012.

MAP REFERENCES:

1. NEW YORK STATE TRUCKWAY AUTHORITY CANTALAWY TRAIL, TMS 6324C, DATED SEPTEMBER 27, 2010.
2. MAP ENTITLED STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION PLAN FOR THE CONSTRUCTION OF A PORTION OF THE STATE HIGHWAY S.N.Y.7507, DATED AUGUST 1, 1971.
3. NEW YORK STATE DEPARTMENT OF PUBLIC WORKS AND DIVISION OF HIGHWAYS, SH 945 N.C.219 SHEET #1 DATED JUNE 2, 1927.
4. ACQUISITION MAP FOR THE RECONSTRUCTION OF A PORTION OF THE STATE HIGHWAY - WHITESBORO, SH 945 ENTITLED "NEW YORK STATE HIGHWAYS - PREPARED OWNER PARCEL A," MAP #2, ABC - R2, DATED APRIL 30, 1927.
5. MAP ENTITLED PLANS FOR IMPROVING THE ROCHESTER, AUGUSTA AND WHEELAND SECTIONS, SH 94, SHEETS 88 & 9, DATED DECEMBER 20, 1905.

NOTE:

1. EXISTING UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN LOCATED BY THE SURVEYOR AND SHOWN ON THIS MAP. THEIR LOCATION MUST THEREFORE BE CONSIDERED AS GUARANTEED. THEIR GUARANTEE IS MADE BY BRYANT ASSOCIATES, P.C. TO THE HORIZONTAL OR VERTICAL LOCATION OF SUCH FACILITIES, STRUCTURES AND UTILITIES, UNKNOWN, THE CONTROL OR RESPONSE OF WHICH IS PRESENTLY UNKNOWN. THE CONTROL OR RESPONSE 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 MAP BEARING A LICENSED LAND SURVEYORS 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 MAPPED WITH AN ORIGINAL OF THE LAND SURVEYORS EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.