

PUBLIC NOTICE

BE IT RESOLVED, that the Common Council of the City of Rome does hereby authorize the City Clerk of the City of Rome to advertise notice of a public hearing with regard to amending the Rome Code of Ordinances Chapter 66 (establishing a payment-in-lieu-of-taxes for solar energy systems), said public hearing to be held on the 24th day of January, 2018 at 6:50 p.m., in the Common Council Chambers, City Hall, Rome, New York, at which time and place all interested persons will be heard thereon.

Jean I. Grande
City Clerk

Rome Sentinel Co.
To Appear: January 15, 2018
Dated: January 11, 2018
One (1) time

Cam T. Tien
1st Ward

John B. Mortise
2nd Ward

Kimberly Rogers
3rd Ward

Ramona L. Smith
4th Ward

ROME

the copper city

OFFICE OF THE COMMON COUNCIL
CITY HALL • ROME, NEW YORK 13440-5815

Stephanie Viscelli
Common Council President

Frank R. Anderson
5th Ward

Riccardo D. Dursi, Jr.
6th Ward

A. Robert Tracy
7th Ward

Jean I. Grande
City Clerk

COMMON COUNCIL MEETING
Regular Session

JANUARY 24, 2018
7:00 p.m.

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

- Recognition/Appreciation description

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 Ava Dorfman Senior Citizens Council financial report for quarter ended 9/30/17 is on file in the City Clerk's office.
- The Rome Police Department training report for quarter ended 12/31/17 is on file in the City Clerk's office.

8. NOTICES

- 1/24/18 Common Council work session at 6:00 p.m. in the Caucus Room, 2nd floor City Hall, 198 N. Washington St., regarding Real Property issue at 704 Massena Avenue.

9. REPORT OF CITY OFFICIALS

10. REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS

11. PRESENTING OF REPORT OF COMMITTEES

12. RESOLUTIONS

- RES. NO. 11** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CAPITOL CIVIC CENTER (\$12,160.00). **Nolan**
- RES. NO. 12** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ROME CEMETERY ASSOCIATION FOR CARE OF THE CITY OF ROME PLOT DURING 2018 (\$2,000.00). **Nolan**
- RES. NO. 13** AUTHORIZING A CONTRACT BETWEEN THE CITY OF ROME AND THE HUMANE SOCIETY OF ROME, INC. (\$14,000.00). **Nolan**
- RES. NO. 14** AUTHORIZING ANNUAL PAYMENT TO THE ROME ART AND COMMUNITY CENTER BY THE CITY TREASURER (\$32,224.00). **Nolan**
- RES. NO. 15** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT PROVIDING FUNDS FOR THE MOHAWK VALLEY COMMUNITY ACTION AGENCY, INC. RUNAWAY & HOMELESS YOUTH PROGRAM (\$1,600.00). **Nolan**
- RES. NO. 16** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ROME HISTORICAL SOCIETY (\$31,616.00). **Nolan**
- RES. NO. 17** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE JERVIS PUBLIC LIBRARY ASSOCIATION (\$322,932.00). **Nolan**
- RES. NO. 18** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT PROVIDING FUNDS FOR THE SENIOR CITIZENS COUNCIL (\$31,680.00). **Nolan**
- RES. NO. 19** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT PROVIDING FUNDS FOR THE SOUTH ROME SENIOR CITIZENS CENTER (\$10,880.00). **Nolan**
- RES. NO. 20** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AN AUDITING FIRM OR CERTIFIED PUBLIC ACCOUNTANT FOR 2018 (\$76,900.00). **Nolan**
- RES. NO. 21** AUTHORIZING CODE ENFORCEMENT OFFICIALS TO ATTEND THE NORTHERN ADIRONDACK EDUCATIONAL CONFERENCE FOR \$260.00 EACH (PLUS TOLLS, GAS AND MEALS). **Nolan**
- RES. NO. 22** ACCEPTING A DONATION PRESENTED TO THE CITY OF ROME FIRE DEPARTMENT FOR FIRE SAFETY EDUCATION. **Brement**
- RES. NO. 23** ACCEPTING A DONATION PRESENTED TO THE CITY OF ROME FIRE DEPARTMENT TO BE USED AT THE ROME POLICE AND FIRE MEMORIAL. **Brement**
- RES. NO. 24** RESOLUTION DETERMINING THAT PROPOSED ACTIONS ARE TYPE II ACTIONS FOR PURPOSES OF THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT. **Nolan**
- RES. NO. 25** RESOLUTION DETERMINING THAT PROPOSED ACTIONS ARE TYPE II ACTIONS FOR PURPOSES OF THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT. **Nolan**

13. ORDINANCES

- ORD. NO. 9237** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED 10 LOT PARCEL LOCATED ON FOREST RIDGE DRIVE TO BUYER FOR \$12,000.00. **Nolan**
- ORD. NO. 9238** AUTHORIZING THE PLACEMENT OF “STOP” SIGN ON THE NORTHEAST CORNER OF W. WILLETT STREET AT INTERSECTION WITH WUNCH AVENUE. **Nolan**
- ORD. NO. 9239** AUTHORIZING THE ISSUANCE OF NOT EXCEED \$1,591,350 BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO FINANCE THE COST OF VARIOUS CAPITAL PROJECTS. **Nolan**
- ORD. NO. 9240** AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$635,350 BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO FINANCE THE COST OF THE RECONSTRUCTION OF THE ROME CITY HALL BUILDING. **Nolan**

14. TABLED LEGISLATION

- RES. NO. 9A** AUTHORIZING THE CITY OF ROME TO ACCEPT A DONATION OF A TEN LOT PARCEL LOCATED ON INDIAN CREEK LANE VIA DONATION. **Domenico**
- ORD. NO. 9235** AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 6611 MARTIN STREET (\$10,301.00). **Domenico**
- LOC. LAW 1A OF 2018** AMENDING ROME CODE OF ORDINANCES CHAPTER 66, ESTABLISHING A PAYMENT-IN-LIEU-OF-TAXES (PILOT) FOR SOLAR ENERGY SYSTEMS WITHIN THE CITY OF ROME, NEW YORK. **Dursi**

16. ADJOURNMENT

THE NEXT COMMON COUNCIL MEETING IS SCHEDULED FOR FEBRUARY 14, 2018.

RESOLUTION NO. 11

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CAPITOL CIVIC CENTER (\$12,160.00).

By Councilor _____:

WHEREAS, the Rome City Budget for 2018 contains a total appropriation of \$12,160.00 to assist in the operation and maintenance of The Capitol Civic Center, Rome, New York; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement with the Capitol Civic Center for the allocation of an appropriation in the amount of \$12,160.00 for the year 2018, and that the Treasurer be authorized to disburse such funds in quarterly installments of \$3,040.00, upon the presentation of a properly executed vendor's claim, and upon the receipt by the City Treasurer of a quarterly financial statement of the Capitol Civic Center, and that the Rome Common Council shall receive a copy thereof.

Seconded by Councilor _____.

AYES & NAYS: Tien ___ Mortise ___ Rogers ___ Smith___ Anderson___ Dursi ___ Tracy ___

ADOPTED ___

DEFEATED ___

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2018, between **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "**CITY**", and **THE CAPITOL CIVIC CENTER, INC.**, a non-profit corporation with its principal place of business at 220 West Dominick Street, Rome, New York, hereinafter referred to as "**CIVIC CENTER**".

WHEREAS, the City of Rome desires to provide the citizens of Rome with a public civic center open to all and for the benefit of the community, and

WHEREAS, the Capitol Civic Center, Inc. desires to provide a public forum for community and civic events in and for the City of Rome and its citizens, now, therefore,

WITNESSETH:

1. In consideration of quarterly payments of Three Thousand Forty and 00/100 Dollars (\$3,040.00) each, for a total of Twelve Thousand, One Hundred Sixty and 00/100 Dollars (\$12,160.00) per annum, the **CIVIC CENTER** as an independent contractor, shall furnish to the citizens of the City of Rome cultural and educational programs and classes, consistent with the intent and by-laws of the **CIVIC CENTER** as a community-oriented theater and civic hall.
2. Said payments shall be made in quarterly payments and shall be made by **CITY'S** Treasurer upon presentation of a properly executed vendor's claim by **CIVIC CENTER**.
3. This Agreement shall commence on the 1st day of January, 2018, and shall terminate on the 31st day of December, 2018, unless otherwise agreed to by the parties in writing.
4. Promptly after the completion of its fiscal year, **CIVIC CENTER** agrees to submit a financial report to **CITY'S** Treasurer covering its latest completed fiscal year prepared in accordance with the generally accepted accounting standards and procedures for non-profit organizations and in compliance with state and federal regulations, with the Common Council and the Board of Estimate and Contract to receive copies thereof.

Promptly after the completion of the **CIVIC CENTER'S** 2018 programming year, **CIVIC CENTER** agrees to submit a "Final Report" with **CITY'S** Clerk setting forth, at a minimum: programs planned/proposed, funding received and programs completed.

5. Officers, agents, directors, employees or members of **CIVIC CENTER**, in accordance with the status of **CIVIC CENTER** as an independent contractor, covenant and agree that they shall conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the City of Rome, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the City of Rome, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

6. To the fullest extent permitted by applicable law, **CIVIC CENTER** shall indemnify, defend and hold harmless **CITY** and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to person(s) or property of whatever kind or nature as a result of **CIVIC CENTER** furnishing the services provided for in this Agreement. **CIVIC CENTER** agrees that **CITY** is exempt from any and all liability for any damage, injury or death to person(s) or property of **CIVIC CENTER**, including **CIVIC CENTER'S** agents, servants, employees and business invitees, unless said damage, injury or death to person(s) or property is caused by the gross negligence of **CITY**. The provisions of this section shall survive termination or expiration of this Agreement.

CIVIC CENTER agrees that **CITY** is to be exempt from any and all liability for any damage, injury or death to person(s) or property of **CIVIC CENTER**, including **CIVIC CENTER'S** agents, servants, subcontractors, employees and business invitees, unless said damage, injury or death to person(s) or property is caused by the gross negligence of **CITY**.

7. **CIVIC CENTER** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **CIVIC CENTER** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **CIVIC CENTER** or its agents, officers, employees or subcontractors.

8. **CIVIC CENTER** agrees that it will at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Workers' Compensation act. **CIVIC CENTER** agrees to provide **CITY** with NYS Workers' Compensation Form #C105.2 or #U26.3 and NYS Disability Form #DB120.1 showing that **CIVIC CENTER** has obtained the required

Workers' Compensation and Disability Benefits coverage, or to submit proof by providing NYS Form CE-200 as proof that **CIVIC CENTER** is not required by law to provide such coverage.

CIVIC CENTER agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against any general liability arising from the services to be provided hereunder. The liability coverage of such insurance shall not be less than One Million and 00/100 Dollars (\$1,000,000.00), per occurrence, for Bodily injury and Death and Property damage and a minimum general aggregate coverage of Two Million and 00/100 Dollars (\$2,000,000.00).

CIVIC CENTER agrees to have **CITY** named as an additional insured to said policy, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this Agreement.

9. **CITY** and **CIVIC CENTER** may, on ten (10) days written notice to the other party, terminate this Agreement before the expiration date hereof, and without prejudice to any other remedy available to said party, when the other party defaults in the performance of any provision herein, or fails to perform any material condition of this Agreement. Either party may correct the breach/default within said time period, and, upon correction of the breach/default, this Agreement will remain in effect until the termination hereunder.

CITY may, in its sole discretion and on sixty (60) days prior written notice to **CIVIC CENTER**, terminate this Agreement without cause before the termination date hereof. Termination of this Agreement by the **CITY** pursuant to this provision shall not be construed as a breach of this Agreement and **CITY** shall not be liable for any economic, consequential, special or punitive damages resulting from such a termination. Notwithstanding the foregoing, **CIVIC CENTER** shall be entitled to receive compensation for services performed up to the date of termination.

10. No assignment by either of the parties to this Agreement of any rights, including rights to moneys due or to become due under this Agreement, or delegation of any duties under this Agreement shall be binding upon the other party until such party's express written consent has been obtained.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action commenced pursuant to this

Agreement shall be commenced in the State or Federal Court of proper jurisdiction with venue in Oneida County.

12. Any waiver by either of the parties of any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.
13. In performing under this Agreement, all applicable governmental laws, regulations, orders and other rules of duly constituted authority shall be followed and complied with in all respects by both parties.
14. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees and fees on any appeal.
15. All representations, covenants and warranties shall survive the execution of this Agreement and sections 6, 8, 11 and 12 shall survive termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the execution of this Agreement the _____ day of _____, 2018, pursuant to Resolution No. __, adopted by the Rome Common Council on January __, 2018 and by Resolution No. __, adopted by the Board of Estimate and Contract on January __, 2018, by the authorized agents of the respective parties.

THE CITY OF ROME, NEW YORK

BY: _____
JACQUELINE M. IZZO, MAYOR

Approved as to Form
City of Rome, New York

CAPITOL CIVIC CENTER, INC.

BY: _____

NAME: _____

TITLE: _____

DRAFT

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

On the ____ day of _____, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo**, and did depose and say that she is the **Mayor** 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)
COUNTY OF ONEIDA) ss.:

On the ____ day of _____, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, and did depose and say that he/she is the _____ of **Capitol Civic Center, Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,
I HEREBY CERTIFY THAT THE CITY OFFICER WHO
ENACTED THE SUBJECT CONTRACT ON BEHALF OF
THE CITY OF ROME HAD AUTHORITY AND POWER
TO SO ACT AND THAT SUCH CONTRACT IS IN
PROPER FORM AND PROPERLY EXECUTED.**

THE CITY OF ROME, NEW YORK

**BY: _____
GERARD F. FEENEY,
CORPORATION COUNSEL**

DRAFT

RESOLUTION NO. 12

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH THE ROME CEMETERY ASSOCIATION FOR CARE OF
THE CITY OF ROME PLOT DURING 2018 (\$2,000.00).**

By Councilor _____:

BE IT RESOLVED, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with the Rome Cemetery Association for the care of the City of Rome plot during the year 2018 for the annual consideration of \$2,000.00.

Seconded by Councilor _____.

AYES & NAYS: Tien ___ Mortise ___ Rogers ___ Smith___ Anderson___ Dursi ___ Tracy ___

ADOPTED ___

DEFEATED ___

