

John M. Sparace
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 8, 2020
7:00 P.M.**

1. CALL 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 MINUTES OF PRECEDING SESSION.

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

7. PRESENTING OF PETITIONS AND COMMUNICATIONS.

- a. Petitions.
- b. Communications.

8. NOTICES.

9. REPORTS OF CITY OFFICIALS.

10. REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS.

11. PRESENTATION OF REPORTS OF COMMITTEES.

12. RESOLUTIONS.

- RES. NO. 6** DELEGATING THE AUTHORITY UNDER GENERAL MUNICIPAL LAW, §77-b TO THE CHIEF OF THE CITY OF ROME FIRE DEPARTMENT. **Brement**
- RES. NO. 7** DELEGATING THE AUTHORITY UNDER GENERAL MUNICIPAL LAW, §77-b TO THE COMMISSIONER OF PUBLIC WORKS. **Conover**
- RES. NO. 8** DELEGATING THE AUTHORITY UNDER GENERAL MUNICIPAL LAW, §77-b TO THE CHIEF OF THE CITY OF ROME POLICE DEPARTMENT. **Beach**
- RES. NO. 9** DESIGNATING THE COMMON COUNCIL AS LEAD AGENCY FOR THE STATE ENVIRONMENTAL QUALITY REVIEW (SEQR) RELATED TO THE ERIE BOULEVARD BROWNFIELD OPPORTUNITY AREA NOMINATION STUDY AND CLASSIFYING THE ACTION AS A TYPE I ACTION. **Andrews**
- RES. NO. 10** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ONEIDA DEPARTMENT OF SOCIAL SERVICES WITH REGARD TO THE CHILD ADVOCACY CENTER (REIMBURSEMENT UP TO \$100,604.00 TO CITY OF ROME). **Beach**
- RES. NO. 11** DESIGNATING THE COMMON COUNCIL AS LEAD AGENCY FOR THE STATE ENVIRONMENTAL QUALITY REVIEW (SEQR) RELATED TO THE CHAPTER 80 AMENDMENT AND CLASSIFYING THE ACTION AS AN UNLISTED ACTION. **Andrews**

13. ORDINANCES.

14. LOCAL LAWS.

15. TABLED LEGISLATION.

16. VETOED LEGISLATION.

17. ADJOURNMENT.

THE NEXT SCHEDULED COMMON COUNCIL MEETING IS JANUARY 22, 2020.

RESOLUTION NO. 6

**DELEGATING THE AUTHORITY UNDER GENERAL MUNICIPAL LAW, §77-b
TO THE CHIEF OF THE CITY OF ROME FIRE DEPARTMENT.**

By Councilor _____:

WHEREAS, pursuant to Section 77-b of the General Municipal Law (“GML”), the Common Council may authorize officers or employees of the City of Rome, New York, to attend a conference or school conducted for the betterment of the City and authorize payment for attendance at such conference or school; or, alternatively, the Council may delegate the power to authorize attendance at such conference to any executive officer, including the Chief of the Rome Fire Department; and

WHEREAS, members of the Rome Fire Department are subject to and/or are required to undergo continuing training and education program(s), to be able to provide the public with current and effective techniques, and to that end, the Common Council routinely authorizes attendance at such programs by members of the Rome Fire Department; and

WHEREAS, Ronald Bremont, Chief of the Rome Fire Department, is of the opinion that City resources and best interests will be best served and, significant staff and resources saved, by delegating to him the ability to authorize members of the Rome Fire Department to attend various conferences, seminars and educational programs that benefit the City of Rome and to pay expenses attendant to same; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that, pursuant to General Municipal Law, §77-b(2), for fiscal year 2020, the Rome Fire Chief be and is hereby delegated the authority to authorize, in his discretion, attendance by members of the Rome Fire Department at various conferences and education programs deemed to be in the best interests of the City of Rome; and

BE IT FURTHER RESOLVED, that the delegation of authority conferred hereby is expressly contingent upon the following:

- a. the Rome Fire Chief shall, no later than fifteen (15) days after the end of each fiscal quarter, file with the Rome Common Council a report setting forth, *inter alia*: all conferences, programs or schools authorized during the preceding fiscal quarter; a description of the agenda or topics presented or taught at said conferences, programs or schools; the names of all officers authorized to attend same; and all costs and expenses associated therewith; and

- b. that the Rome Fire Chief shall adhere to all applicable procedures for the payment of said expenses or costs, as set forth in the applicable provisions of the Rome Code of Ordinances and/or Charter Laws of the City of Rome and any applicable provision of State Law, including, but not limited to General Municipal Law, §77-b(4); and
- c. the authority of the Rome Fire Chief, as granted hereunder, is limited to the amount of money included in the 2020 City of Rome Annual Estimate under the applicable line item or code for travel and conferences, and, in the event that the annual amount appropriated in 2020 for attendance at such conferences, programs or schools is met or exceeded, the authority granted hereby shall automatically terminate and, thereafter, the Chief of the Fire Department must seek authority for attendance at said conferences, programs or schools from the Common Council prior to same; and

BE IT FURTHER RESOLVED, that the Resolution shall take effect immediately upon approval.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Rogers __ Smith__ Anderson__ Dursi __ Tracy __

ADOPTED ____

DEFEATED ____

RESOLUTION NO. 7

**DELEGATING THE AUTHORITY UNDER GENERAL MUNICIPAL LAW, §77-b
TO THE COMMISSIONER OF PUBLIC WORKS.**

By Councilor _____:

WHEREAS, pursuant to Section 77-b of the General Municipal Law (“GML”), the Common Council may authorize personnel or employees of the City of Rome, New York, to attend a conference or school conducted for the betterment of the City and authorize payment for attendance at such conference or school; or, alternatively, the Council may delegate the power to authorize attendance at such conference to any executive officer, including the Commissioner of Public Works; and

WHEREAS, employees of the Public Works Department are subject to and/or are required to undergo continuing training and education program(s), so as to maintain the licenses and certifications necessary to be able to provide the public with safe and sanitary services relative to wastewater and drinking water supply, and to that end, the Common Council routinely authorizes attendance at such programs by employees of the Public Works Department; and

WHEREAS, Butch Conover, Commissioner of Public Works, is of the opinion that City resources and best interests will be best served and, significant staff and resources saved, by delegating to him the ability to authorize members of the Public Works Department to attend various conferences, seminars and educational programs that benefit the City of Rome and to pay expenses attendant to same; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that, pursuant to General Municipal Law, §77-b(2), for fiscal year 2020, the Commissioner of Public Works be and is hereby delegated the authority to authorize, in his discretion, attendance by employees of the Public Works Department at various conferences and education programs deemed to be in the best interests of the City of Rome; and

BE IT FURTHER RESOLVED, that the delegation of authority conferred hereby is expressly contingent upon the following:

- a. the Commissioner of Public Works shall, no later than fifteen (15) days after the end of each fiscal quarter, file with the Rome Common Council a report setting forth, *inter alia*: all conferences, programs or schools authorized during the preceding fiscal quarter; a description of the agenda or topics presented or taught at said conferences, programs or schools; the names of all personnel authorized to attend same; and all costs and expenses associated therewith; and

- b. that the Commissioner of Public Works shall adhere to all applicable procedures for the payment of said expenses or costs, as set forth in the applicable provisions of the Rome Code of Ordinances and/or Charter Laws of the City of Rome and any applicable provision of State Law, including, but not limited to General Municipal Law, §77-b(4); and
- c. the authority of the Commissioner of Public Works, as granted hereunder, is limited to the amount of money included in the 2020 City of Rome Annual Estimate under the applicable line item or code for travel and conferences, and, in the event that the annual amount appropriated in 2020 for attendance at such conferences, programs or schools is met or exceeded, the authority granted hereby shall automatically terminate and, thereafter, the Commissioner of Public Works must seek authority for attendance at said conferences, programs or schools from the Common Council prior to same; and

BE IT FURTHER RESOLVED, that the Resolution shall take effect immediately upon approval.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Rogers __ Smith__ Anderson__ Dursi __ Tracy __

ADOPTED ____

DEFEATED ____

RESOLUTION NO. 8

**DELEGATING THE AUTHORITY UNDER GENERAL MUNICIPAL LAW, §77-b
TO THE CHIEF OF THE CITY OF ROME POLICE DEPARTMENT.**

By Councilor _____:

WHEREAS, pursuant to Section 77-b of the General Municipal Law (“GML”), the Common Council may authorize officers or employees of the City of Rome, New York, to attend a conference or school conducted for the betterment of the City and authorize payment for attendance at such conference or school; or, alternatively, the Council may delegate the power to authorize attendance at such conference to any executive officer, including the Chief of the Rome Police Department; and

WHEREAS, members of the Rome Police Department are subject to and/or are required to undergo continuing training and education program(s), so as to maintain the Rome Police Department’s accreditation and to be able to provide the public with current and effective policing techniques, and to that end, the Common Council routinely authorizes attendance at such programs by members of the Rome Police Department; and

WHEREAS, Kevin Beach, Chief of the Rome Police Department, is of the opinion that City resources and best interests will be best served and, significant staff and resources saved, by delegating to him the ability to authorize members of the Rome Police Department to attend various conferences, seminars and educational programs that benefit the City of Rome and to pay expenses attendant to same; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that, pursuant to General Municipal Law, §77-b(2), that, for fiscal year 2020, the Rome Police Chief be and is hereby delegated the authority to authorize, in his discretion, attendance by members of the Rome Police Department at various conferences and education programs deemed to be in the best interests of the City of Rome; and

BE IT FURTHER RESOLVED, that the delegation of authority conferred hereby is expressly contingent upon the following:

- a. the Rome Police Chief shall, no later than fifteen (15) days after the end of each fiscal quarter, file with the Rome Common Council a report setting forth, *inter alia*: all conferences, programs or schools authorized during the preceding fiscal quarter; a description of the agenda or topics presented or taught at said conferences, programs or schools; the names of all officers authorized to attend same; and all costs and expenses associated therewith; and

- b. that the Rome Police Chief shall adhere to all applicable procedures for the payment of said expenses or costs, as set forth in the applicable provisions of the Rome Code of Ordinances and/or Charter Laws of the City of Rome and any applicable provision of State Law, including, but not limited to General Municipal Law, §77-b(4); and
- c. the authority of the Rome Police Chief, as granted hereunder, is limited to the amount of money included in the 2020 City of Rome Annual Estimate under the applicable line item or code for travel and conferences, and, in the event that the annual amount appropriated in 2020 for attendance at such conferences, programs or schools is met or exceeded, the authority granted hereby shall automatically terminate and, thereafter, the Chief of Police must seek authority for attendance at said conferences, programs or schools from the Common Council prior to same; and

BE IT FURTHER RESOLVED, that the Resolution shall take effect immediately upon approval.

Seconded by Councilor _____.

AYES & NAYS: Sparace ___ Mortise ___ Rogers ___ Smith ___ Anderson ___ Dursi ___ Tracy ___

ADOPTED ___

DEFEATED ___

RESOLUTION NO. 9

**DESIGNATING THE COMMON COUNCIL AS LEAD AGENCY
FOR THE STATE ENVIRONMENTAL QUALITY REVIEW (SEQR)
RELATED TO THE ERIE BOULEVARD BROWNFIELD OPPORTUNITY AREA
NOMINATION STUDY AND CLASSIFYING THE ACTION AS A TYPE I ACTION.**

By Councilor _____:

WHEREAS, the City of Rome, New York (“the City”) is undergoing the Erie Boulevard Brownfield Opportunity Area Nominations Study;

WHEREAS, the City has determined that the proposed project is a Type I Action under SEQRA; and

WHEREAS, the CITY has reviewed the proposed project and Part 1 of the Full Environmental Assessment Form; now, therefore

BE IT RESOLVED, that the CITY proposes to be SEQRA Lead Agency for SEQRA Coordinated Review of the proposed project; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Rome, New York directs that this Resolution be sent to all Involved Agencies advising them of the proposed project, providing them with the Part I of the Full Environmental Assessment Form, advising them that the CITY proposes that it serve as Lead Agency and asking each Agency to offer written comments on whether they object to the CITY serving as Lead Agency and whether the proposed project may have any impacts on the environment.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Rogers __ Smith__ Anderson__ Dursi __ Tracy __

ADOPTED ____

DEFEATED ____

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: City of Rome Erie Boulevard Brownfield Opportunity Area		
Project Location (describe, and attach a general location map): City of Rome, NY (see attached location map)		
Brief Description of Proposed Action (include purpose or need): The action involves the adoption of the Erie Boulevard Brownfield Opportunity Area plan. The plan was developed in accordance with the Work Plan established and set forth by the New York State Department of State. The BOA Plan will guide redevelopment efforts within the approximately 575-acre study area. The plan identifies recommended projects and strategies to increase development opportunities, enhance recreation, strengthen greenway and multi-use trail connections, and enhance the public realm.		
Name of Applicant/Sponsor: City of Rome, NY		Telephone: (315) 339-7628
		E-Mail: mandrews@romecitygov.com
Address: 198 North Washington Street		
City/PO: Rome	State: NY	Zip Code: 13440
Project Contact (if not same as sponsor; give name and title/role): Matthew J. Andrews		Telephone: (315) 339-7628
		E-Mail: mandrews@romecitygov.com
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Common Council (Plan Adoption)	January 2020
b. City, Town or Village <input type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYS Department of State (Plan Approval) NYSDEC (Plan Review)	January 2020
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?	<input type="checkbox"/> Yes <input type="checkbox"/> No

b. Is the use permitted or allowed by a special or conditional use permit?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes,	<input type="checkbox"/> Yes <input type="checkbox"/> No
i. What is the proposed new zoning for the site? _____	
C.4. Existing community services.	
a. In what school district is the project site located? _____	
b. What police or other public protection forces serve the project site? _____	
c. Which fire protection and emergency medical services serve the project site? _____	
d. What parks serve the project site? _____ _____	

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? _____	
b. a. Total acreage of the site of the proposed action? _____ acres	
b. Total acreage to be physically disturbed? _____ acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres	
c. Is the proposed action an expansion of an existing project or use? <input type="checkbox"/> Yes <input type="checkbox"/> No	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes,	
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____	
ii. Is a cluster/conservation layout proposed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases? <input type="checkbox"/> Yes <input type="checkbox"/> No	
i. If No, anticipated period of construction: _____ months	
ii. If Yes:	
• Total number of phases anticipated _____	
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year	
• Anticipated completion date of final phase _____ month _____ year	
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____ _____ _____	

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,
 i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,
 i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:
 i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____
 v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

• If to surface waters, identify receiving water bodies or wetlands: _____

• Will stormwater runoff flow to adjacent properties? Yes No
 iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No
 If Yes:
 i. Estimate methane generation in tons/year (metric): _____
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No
 If Yes:
 i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____
 iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____
 iv. Does the proposed action include any shared use parking? Yes No
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____
 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No
 If Yes:
 i. Estimate annual electricity demand during operation of the proposed action: _____
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
 iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.
 i. During Construction:
 • Monday - Friday: _____
 • Saturday: _____
 • Sunday: _____
 • Holidays: _____
 ii. During Operations:
 • Monday - Friday: _____
 • Saturday: _____
 • Sunday: _____
 • Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

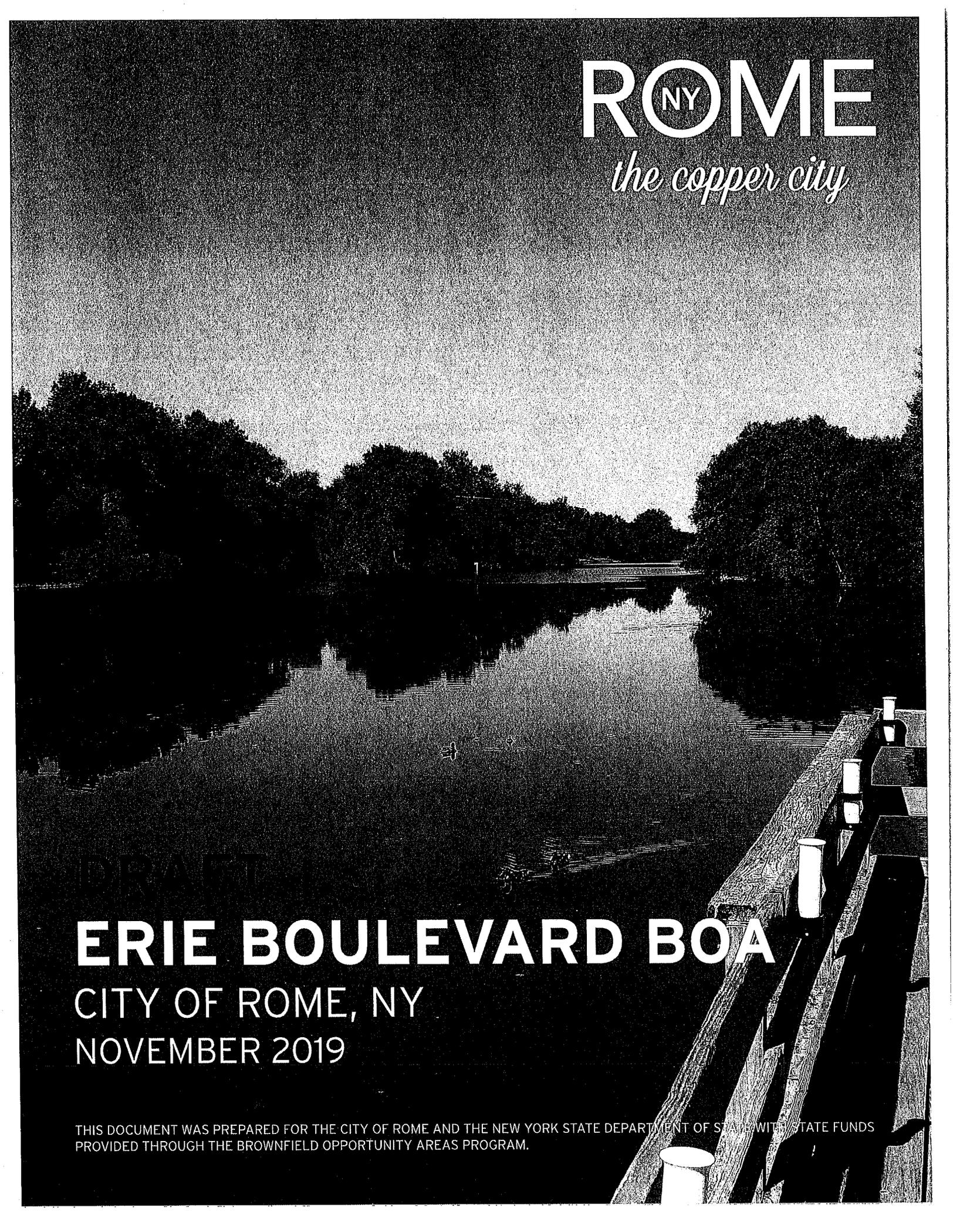
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name City of Rome Date 12/3/2019

Signature  Title Deputy Director of CED



ROME

the copper city

ERIE BOULEVARD BOA

CITY OF ROME, NY
NOVEMBER 2019

THIS DOCUMENT WAS PREPARED FOR THE CITY OF ROME AND THE NEW YORK STATE DEPARTMENT OF STATE WITH STATE FUNDS PROVIDED THROUGH THE BROWNFIELD OPPORTUNITY AREAS PROGRAM.

ACKNOWLEDGMENTS

STEERING COMMITTEE MEMBERS

ART PIERCE	CAPITOL THEATRE
KYLIE PIERCE	CAPITOL THEATRE
MIKE BROWN	MAIN STREET ALLIANCE
BRIAN SNOW	PAVIA REAL ESTATE SERVICES
KRISTIE BOISEN	ROME ART ASSOCIATION
RAY TUCKER	CITY OF ROME ZONING BOARD
JAMIE KOWALCZK	MADISON COUNTY PLANNING
JOHN CONNOR	POLISH HOME
ALEX FELICE	CA KAPLAN MASTER LLC
GEOFFREY WOODWARD	TAFT DESIGN AND ASSOCIATES
CRAIG WANNER	WHALEN COMPANY
KIM ROGERS	CITY OF ROME COUNCIL - 3RD WARD
CHRIS MERCURIO	MOHAWK VALLEY EDGE
RICK DURSI	CITY OF ROME COUNCIL - 6TH WARD

CITY STAFF MEMBERS

JAQUELINE IZZO	MAYOR, CITY OF ROME
LARRY DANIELLO	CHIEF OF STAFF
MATTHEW ANDREWS	DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT
KRISTY BARHITE	PLANNER
SARAH LOKKER	ADMINISTRATIVE ASSISTANT
ASHLEY D'AMORE	COMMUNITY DEVELOPMENT ADVISOR
MAKENZI ENOS	MARKETING AND EVENTS COORDINATOR
DIANA SAMUELS	ASSISTANT PLANNER
DAN CARPENTER	PROJECT MANAGER

PROJECT TEAM

BERGMANN
ARCHITECTS ENGINEERS PLANNERS



**Department
of State**

TABLE OF CONTENTS

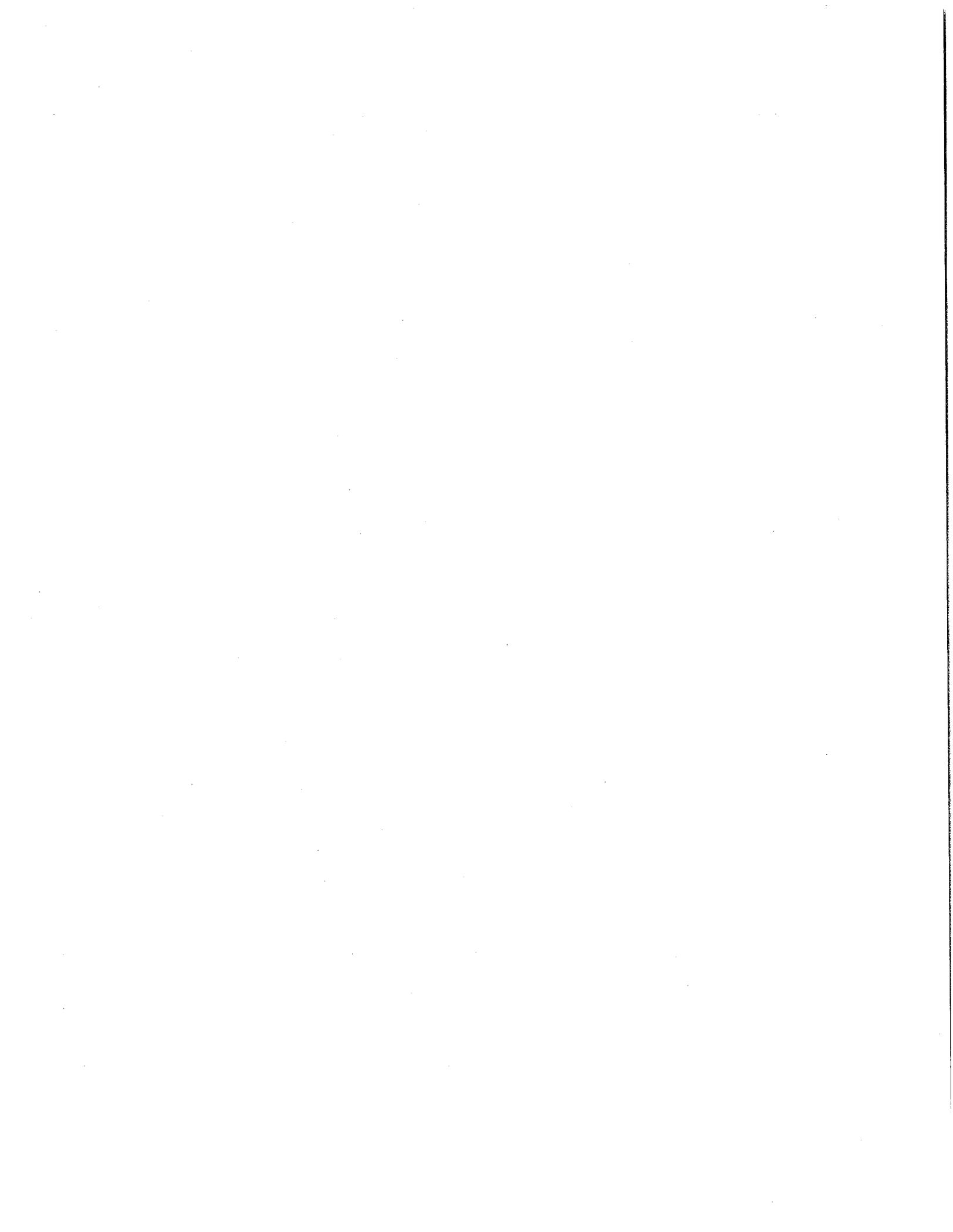
EXECUTIVE SUMMARY	V
PROJECT DESCRIPTION AND BOUNDARY	1
PROJECT OVERVIEW AND DESCRIPTION	3
LEAD PROJECT SPONSORS	4
BOA BOUNDARY DESCRIPTION AND JUSTIFICATION	5
RELATED PLANNING INITIATIVES	6
COMMUNITY VISION AND GOALS	9
COMMUNITY PARTICIPATION	11
OVERVIEW.....	12
ANALYSIS OF THE ERIE BOULEVARD BOA	15
COMMUNITY AND REGIONAL SETTING.....	16
INVENTORY AND ANALYSIS.....	21
ECONOMIC AND MARKET ANALYSIS.....	39
KEY BUILDING INVENTORY.....	43
BROWNFIELD, ABANDONED AND VACANT SITES.....	47
STRATEGIC SITES.....	52
MASTER PLAN.....	61
RECOMMENDED PROJECTS.....	62
AREA-WIDE RECOMMENDATIONS	120
IMPLEMENTATION AND FUNDING.....	125

APPENDICES:

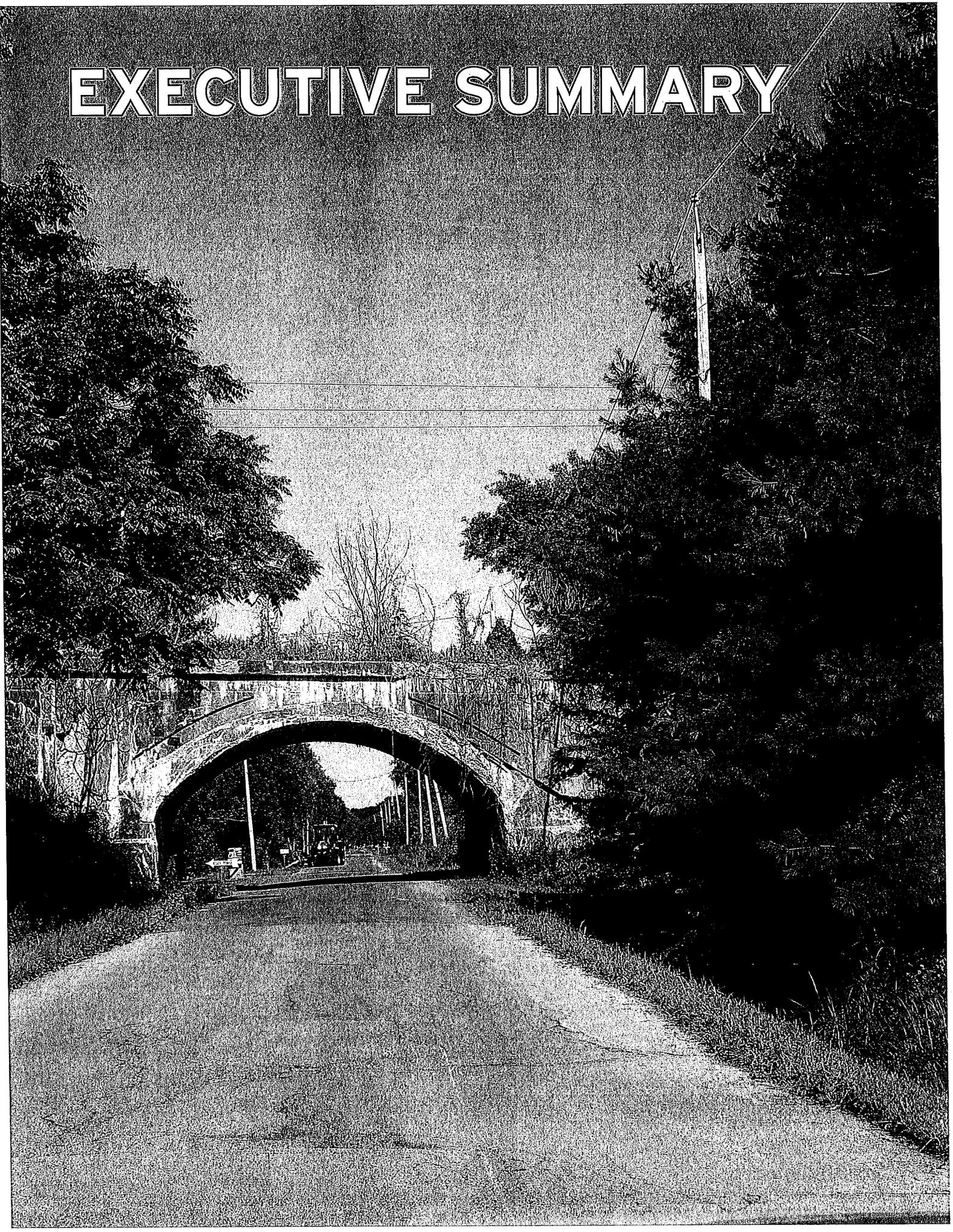
APPENDIX A - DOWNTOWN ROME PARKING ANALYSIS

APPENDIX B - ECONOMIC AND MARKET ANALYSIS

APPENDIX C - BROWNFIELD SITE PROFILES

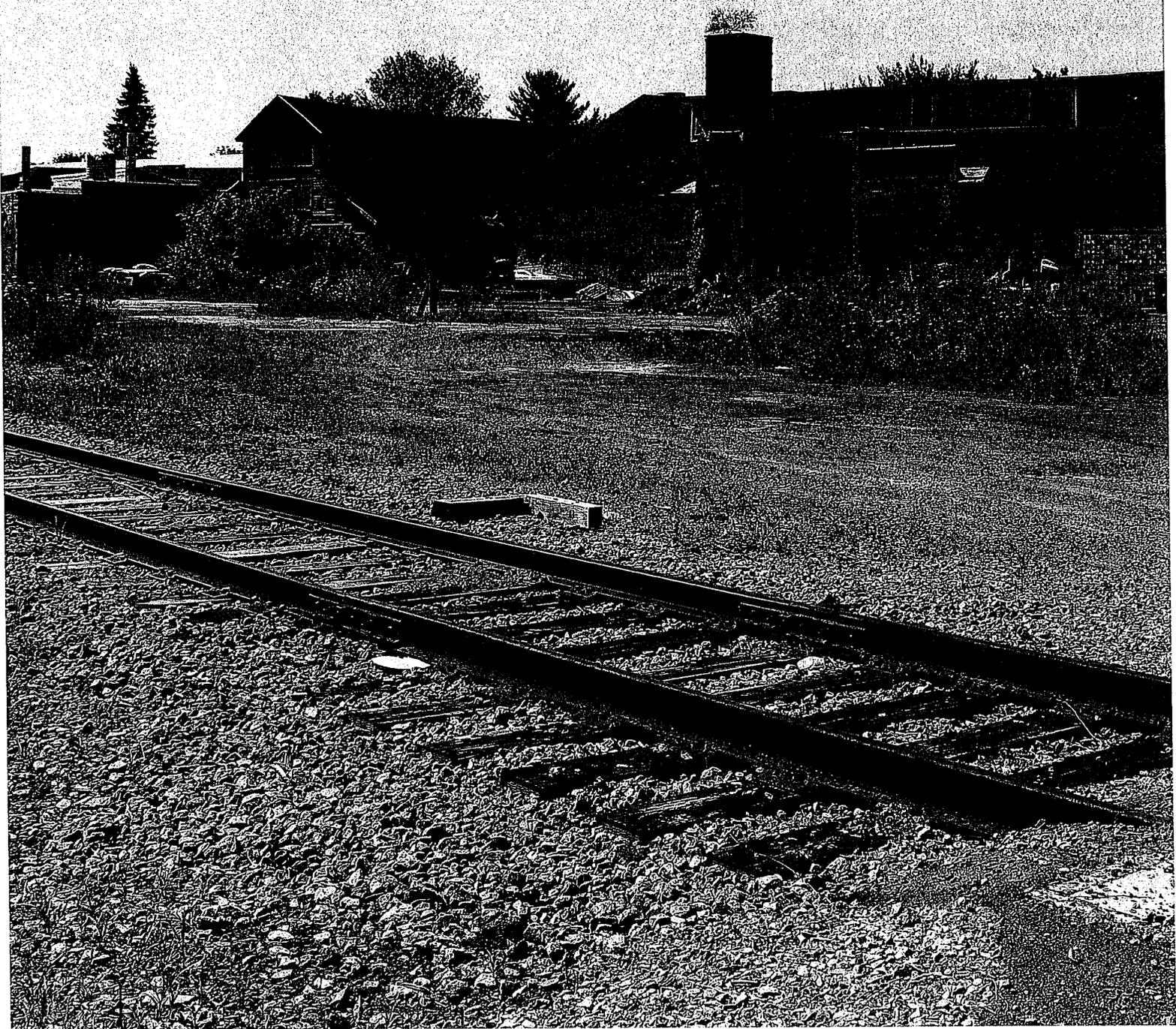


EXECUTIVE SUMMARY



TO BE COMPLETED

SECTION I - PROJECT DESCRIPTION AND BOUNDARY



WHAT IS THE BOA PROGRAM?

The BOA Program provides municipalities and community organizations with technical and financial assistance of up to 90% of the total eligible project costs, to complete area-wide planning approaches to brownfield redevelopment.

A primary objective of the NYS BOA Program is to address communities that have been negatively impacted by the presence, or perceived presence, of environmentally sensitive sites. The presence of these sites often has notable impacts on a community, including depreciation of property values and the discouragement of investment in surrounding properties. Through a community supported planning process, this program enables community leaders to establish a clear vision to revitalize and improve areas so they become economically and environmentally sustainable.

The Erie Boulevard BOA Nomination Study represents the Nomination study phase of the overall process.

BOA Nomination

The Nomination Study provides an in depth and thorough description and analysis:

- Establishment of community vision, goals, and strategies for revitalization
- Analysis of existing conditions
- Inventory of brownfield, abandoned, and vacant sites
- Establishment of partnerships with key stakeholders and initiation of public participation process
- Identification of strategic sites
- Master Plan development

Pre-Development Activities

The Department of State accepts applications for funding for pre-development activities within a BOA designated by the Secretary of State. Eligible pre-development activities include:

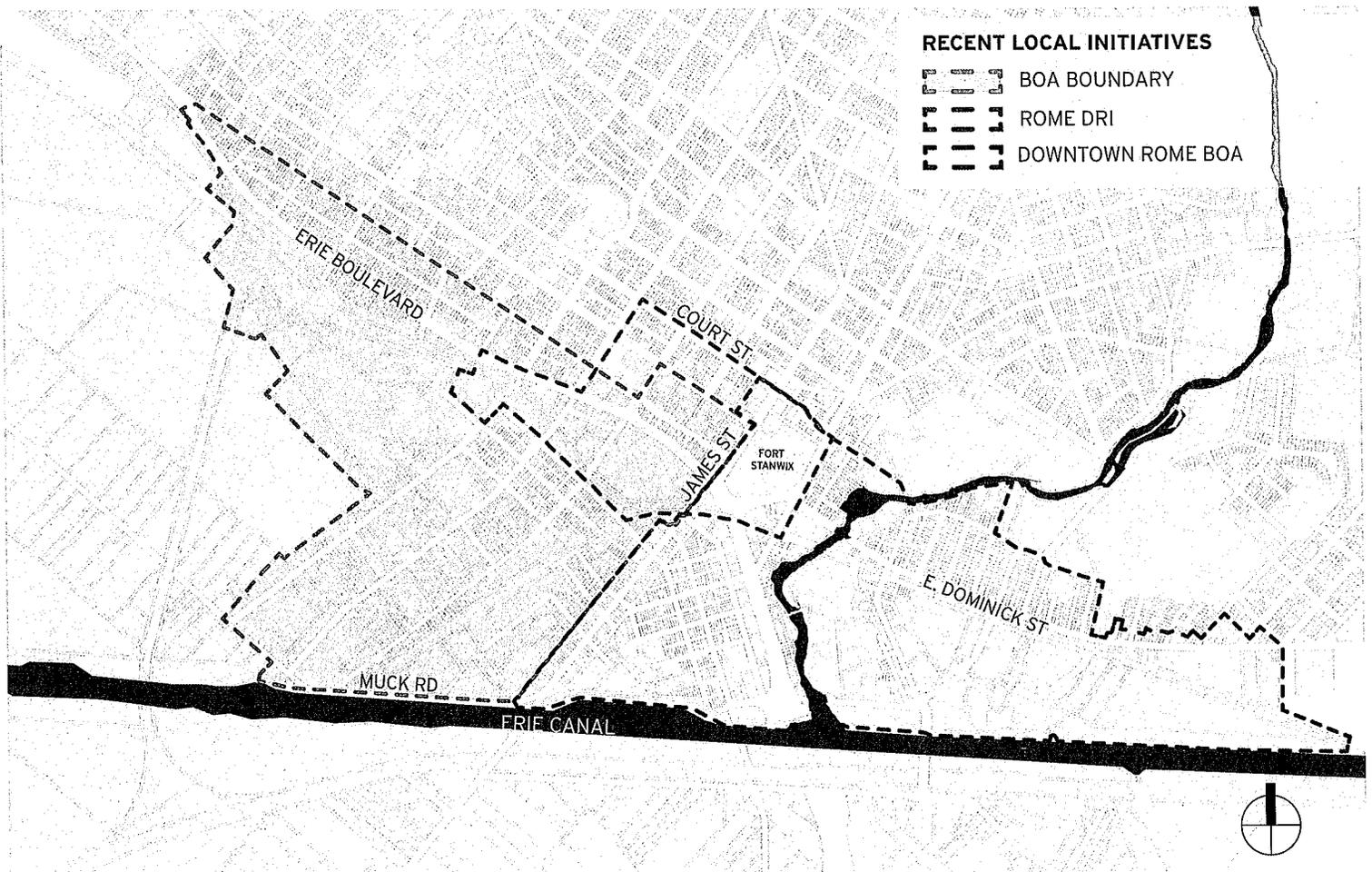
- Development and implementation of marketing strategies
- Development of plans and specifications
- Real estate services
- Building conditions studies
- Infrastructure analyses
- Zoning and regulatory updates
- Environmental, housing and economic studies/analyses
- Public outreach

PROJECT OVERVIEW AND DESCRIPTION

The Erie Boulevard BOA is an approximately 575-acre area located within the City of Rome, Oneida County, New York. The City of Rome is defined by its geographical features, including the Mohawk River and the Erie Canal, within Central New York.

The Erie Boulevard BOA encompasses the downtown core as well as lands along the Erie Canal, and includes a mix of residential, industrial, commercial, and recreational land uses. This area sits adjacent to the Downtown Rome BOA, which was recently completed in 2018.

This BOA provides the City of Rome an opportunity to continue the significant investment and development that has occurred in recent years. Initiatives, such as the Rome Downtown Revitalization Initiative (DRI) and Downtown Rome BOA have laid the foundation for redevelopment and revitalization within downtown and waterfront areas. This BOA aims to bridge these two areas to create a comprehensive revitalization strategy to increase the quality of life for Rome residents and draw additional visitors to the City.



LEAD PROJECT SPONSORS

The City of Rome is the sponsoring municipality of the Erie Boulevard Brownfield Opportunity Area (BOA) Nomination Study. This program is funded, administered, and overseen by the New York State Department of State (DOS) with guidance from the Department of Environmental Conservation (DEC).

The Department of Community and Economic Development (CED) is leading the project for the City and has been proactive and involved in a wide range of planning initiatives within the City and downtown area.

In an effort to ensure the continued involvement of the community throughout the planning process, the CED has established a Steering Committee of interested individuals to guide the development of the Study. The Steering Committee represents a wide range of local interests representing various key aspects of the BOA, including economic development, recreation, neighborhood safety, community character, cultural assets, and business interests.

ROME

NY

the copper city

PLANNING IN ROME

The Department of Community and Economic Development carries out strategic planning, neighborhood development, and revitalization throughout the City of Rome. The Planning Board provides community input and advice to the Department of Community and Economic Development, and reviews site plans and proposed zoning changes.



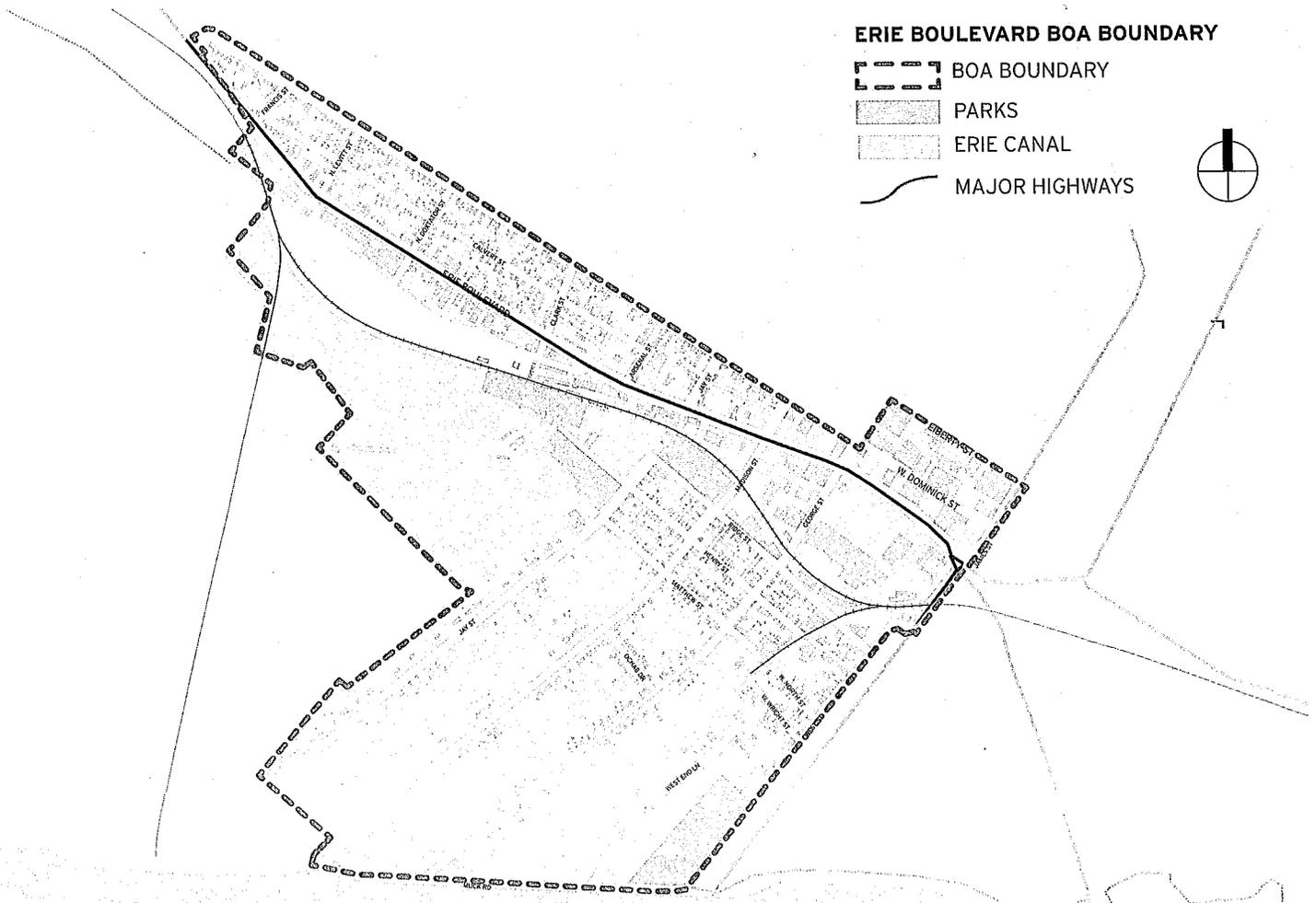
BOA BOUNDARY DESCRIPTION AND JUSTIFICATION

The Erie Boulevard BOA is approximately 575-acres in size. This area encompasses downtown Rome, active and former industrial land uses along Erie Canal and residential neighborhoods. The boundaries of the Erie Boulevard BOA include:

- **Northern Boundary** - West Liberty Street and West Dominick Street serve as the northern boundary and encompasses the downtown and residential neighborhoods.
- **Eastern Boundary** - The study area is bounded by James Street and West Street to the east, which abuts Fort Stanwix.
- **Southern Boundary** - The study area is bounded to the south by the Erie Canal and Muck Road as well as former industrial and vacant lands.
- **Western Boundary** - The study area follows a transitional boundary of former industrial and vacant lands and includes several major brownfield sites.

The lands within these boundaries contain numerous brownfield sites that can contribute to revitalization when remediated and redeveloped. One such site includes the former Rome Cable site. Given this site's accessibility to downtown and adjacent residential neighborhoods, redevelopment of this parcel will have a profound impact on economic development initiatives within the City.

The Erie Boulevard corridor travels through the entirety of this BOA and contains a number of underutilized sites, and potential brownfield sites, including auto body shops, gas stations, dry cleaners, and former industrial properties. However, the proximity of these sites in conjunction to the vitality of downtown Rome and natural resources, such as the Erie Canal, present opportunities to improve and transform this area of the City.



RELATED PLANNING INITIATIVES

The City of Rome has been actively and strategically engaged in multiple, inter-related planning activities over the past decade, focused on leveraging existing assets to create new opportunities within the City. Many of these foundational planning projects have created the framework for the City's revitalization goals.

ROME MAIN STREETS ASSESSMENTS (2002)

The National Main Street Center, a division of the National Trust for Historic Preservation, worked with the City and stakeholders to develop a Comprehensive Main Street Approach for downtown revitalization. This approach provided technical assistance to establish the existing Rome Main Streets Alliance, a 501c-3 organization and a National Main Street recognition from the Trust. As part of the process, three "Main Street" commercial corridors were identified as priorities: East Dominick Street, West Dominick Street, and James Street. West Dominick Street and James Street are within the Erie Boulevard BOA.

ROME COMPREHENSIVE PLAN (2005)

The Rome Comprehensive Plan was completed in 2005 and focuses on initiatives to spur economic development and increase quality of life. This plan established a community vision statement and encompasses an action plan to achieve this vision.

Several projects apply to the Erie Boulevard BOA:

- Gateway development initiatives, including the "spaghetti intersection" of Erie Boulevard and Black River Boulevard located in the BOA;
- West Erie Boulevard streetscape improvements;
- A downtown redevelopment plan that is intended to create a cohesive vision for the City, which includes the BOA.

The Plan also identified seven key goals for Rome:

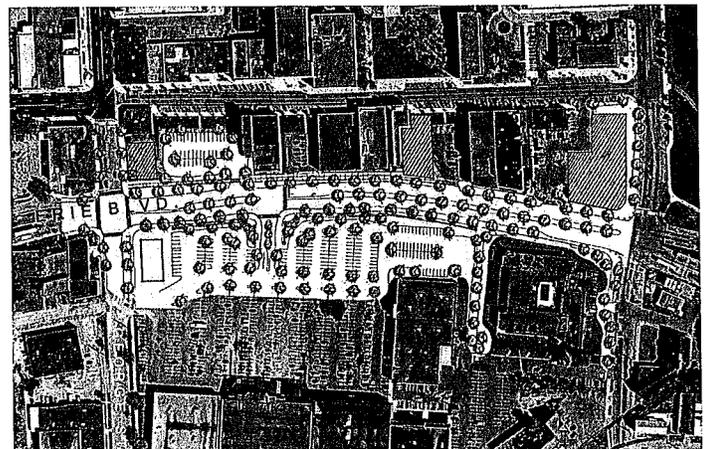
- Provide a stable and productive tax base;
- Become the most business-friendly community in New York State;
- Train and educate a modern workforce;
- Offer higher quality, market-appropriate housing choices;
- Develop 21st century infrastructure;
- Support a healthy community and environment;
- Build and protect rich urban amenities.

ROME URBAN DESIGN PLAN (2006)

The Urban Design Plan was completed in response to recommendation from the National Main Street Center Downtown Assessment and the Comprehensive Plan. The West Dominick Street Center portion of the BOA, is slated to be developed into a downtown "Arts District" and proposed infrastructure improvements to West Dominick Street include landscaping and pedestrian-related changes. The plan also highlights the NYS Canalway Trail.

MAIN STREET DESIGN GUIDELINES (2006)

As part of the Urban Design Plan development process, a series of design guidelines were prepared for the three designated Main Streets corridors. The Rome Main Streets Assessment (2002) helped identify Rome's three Main Street Commercial corridors, including James Street, East Dominick Street and West Dominick Street. The Guidelines are intended to restore streets as civic places, improve quality, preserve character, improve pedestrian safety, encourage economic development, and retain the character of historic structures.



PROPOSED CROSS SECTION OF
ERIE BOULEVARD IMPROVEMENTS

ROME RENTAL HOUSING MARKET SUMMARY (2014)

The Rental Housing Market Report identified needs and opportunities for rental housing in the City. The plan determined that there is a need for rental housing at various levels of income and bedroom mixes due to numerous factors including population growth, declining vacancy rates, aging housing stock, expanding economy, and rising home sale prices.

ERIE BOULEVARD BOA STEP 1 PRE-NOMINATION STUDY (2016)

In 2016, the City completed a Pre-Nomination Study for the Erie Boulevard BOA. Through this process, initial redevelopment opportunities were identified including:

- Enhancing key connections and gateways, such as Erie Boulevard;
- Strengthening the Erie Boulevard streetscape, including aesthetic and pedestrian safety improvements;
- Bringing more housing into the downtown;
- Leveraging the Capitol Theatre and Fort Stanwix as major cultural nodes;
- Stabilizing existing residential neighborhoods; and
- Identifying market-based end uses for vacant and underutilized sites.

HUD COMMUNITY NEEDS ASSESSMENT (2017)

The City of Rome worked with the Department of Urban and Economic Development (HUD), Cornell Rust2Green Urban Studio and Federal funding to complete a Community Needs Assessment that identified several priorities including:

- Upgrade Infrastructure - Identify and coordinate actions and available resources for infrastructure upgrades to support the growth of existing businesses and to attract new economic activity;
- Revitalize Downtown - Engage stakeholders to design and implement programs to beautify streetscapes; enhance facades; fill vacancies; provide business incentives; and strengthen connections to the waterfront.

CITYWIDE ZONING UPDATE (2018)

The City of Rome recently updated their zoning code in 2018. This zoning code includes form-based codes for the Woodhaven and Waterfront Revitalization Areas to ensure appropriate development for various areas throughout the City of Rome.

DOWNTOWN ROME BOA (2018)

The Downtown Rome BOA combines planning, economic development, and marketing to rebuild the former industrial and manufacturing core into a sustainable community with high-quality neighborhoods, diverse job opportunities, and accessible recreation alternatives. The Downtown Rome BOA is a 513-acre site, divided into nine subareas, with the northwest corner of the BOA area, including Fort Stanwix. Within the nine subareas, strategic sites were identified based on community feedback, review of existing plans, field assessments, existing conditions, and the potential to catalyze further investment. As part of this study a wayfinding plan was created to direct residents and visitors to destinations within the City of Rome.

WOODHAVEN REVITALIZATION PLAN (2018)

The Woodhaven Revitalization plan is a plan to revitalize the underutilized Woodhaven Site in Rome. It provides guidance and outlines specific actions necessary to realize the community's vision to become a diverse, sustainable and attractive mixed-use neighborhood. As part of this study a market analysis was completed to assess viable development types for this site.

CITY OF ROME DOWNTOWN REVITALIZATION INITIATIVE (2018)

The Downtown Revitalization Initiative is a statewide effort to improve the urban vitality of city centers within New York State. In 2017, the City of Rome was the selected as the Mohawk Valley Region \$10 million winner. During this process, projects were identified and evaluated to advance downtown Rome's revitalization goals. The selected committee recommended 12 priority projects intended to catalyze downtown development.

DOWNTOWN REVITALIZATION INITIATIVE



THE DOWNTOWN REVITALIZATION INITIATIVE (DRI) IS A PROGRAM THAT WAS DEVELOPED TO IMPROVE THE URBAN VITALITY OF CITY CENTERS ACROSS NEW YORK STATE. EACH YEAR THE INITIATIVE INVESTS \$10 MILLION TO TRANSFORM DOWNTOWN NEIGHBORHOODS INTO VIBRANT COMMUNITIES WHERE THE NEXT GENERATION OF NEW YORKERS WILL WANT TO LIVE, WORK AND RAISE FAMILIES. THE CITY OF ROME WAS SELECTED FOR THIS FUNDING IN 2017.

WITH THE HELP OF A LOCAL PLANNING COMMITTEE, 12 PRIORITY PROJECTS WERE SELECTED FOR POTENTIAL FUNDING THROUGH THE DRI PROGRAM. FUNDED PROJECTS INCLUDE CITY HALL EXPANSION, CITY GREEN IMPROVEMENTS, LIBERTY/GEORGE REDEVELOPMENT, LIBERTY/JAMES GARAGE IMPROVEMENTS, 183 W. DOMINICK MIXED-USE REDEVELOPMENT, THE REACH CENTER, AND THE DOWNTOWN CENTRO TRANSPORTATION CENTER. THESE PROJECTS WILL SIGNIFICANTLY IMPROVE ROME'S DOWNTOWN CORE AND PROVIDE AN ENHANCED SENSE OF PLACE FOR RESIDENTS AND VISITORS.



LEGEND

- ▬ DRI Boundary
- 1. ■ Project Blue Crab
- 2. ■ Capitol Theatre
- 3. ■ Liberty George Garage Mixed-Use
- 4. ■ 183 W. Dominick Street Mixed-Use
- 5. ■ City Hall Programming Enhancements
- 6. ■ Liberty James Garage Upgrades
- 7. ●●● Erie Boulevard Streetscape
- 8. ■ City Hall Green Space
- 9. ●●● Business Retention and Public Art Fund
- 10. ■ The REACH Center Arts Incubator
- 11. ■ Downtown CENTRO Transportation Center
- 12. ✨ Wayfinding System Implementation
 - Kiosk
 - Vehicular Directional Sign
 - Parking Sign
 - Pedestrian Directional Sign

COMMUNITY VISION AND GOALS

The local community was engaged in several visioning activities throughout the planning process in order to define a vision and goals for downtown revitalization. The vision statement and subsequent goals and objectives are reflective of the Erie Boulevard BOA future.

VISION STATEMENT

THE ERIE BOULEVARD BOA ENCOMPASSES WELL-CONNECTED CORE NEIGHBORHOODS, PROVIDING DIVERSE AND STABLE HOUSING OPTIONS, AND LINKS THE WATERFRONT TO THE DOWNTOWN EXPERIENCE BY WAY OF SAFE COMMUNITY GREENWAYS. THE VIBRANT AND ENGAGING COMMUNITY PARKS AND OPEN SPACES OF SOUTH ROME CONTINUE TO DRAW INVESTMENTS THAT IMPROVE NEIGHBORHOOD DESIRABILITY, QUALITY HOUSING, AND WATERFRONT DEVELOPMENT. THE DOWNTOWN IS COMPRISED OF A COLLECTION OF COMPLEMENTARY LOCAL BUSINESSES, CENTERED AROUND THE CAPITOL ARTS COMPLEX, THAT TOGETHER DRIVE A SUCCESSFUL AND SUSTAINABLE ECONOMY WHICH FOCUSES AROUND ARTS, CULTURE, HERITAGE, AND FOUR-SEASON QUALITY PUBLIC SPACES.

GOALS

GOAL 1: Create an expanded open space network and increased recreational opportunities for residents and visitors

- OBJECTIVE 1:** Increase recreational accessibility to and along the Erie Canal
- OBJECTIVE 2:** Increase environmental education opportunities for youth and public along the Erie Canal and public spaces
- OBJECTIVE 3:** Enhance existing park space within the Erie Boulevard BOA
- OBJECTIVE 4:** Encourage the establishment of grassroots efforts to enhance public space, including community gardens and public art projects

GOAL 2: Enhance the public realm and streetscapes along major thoroughfares and downtown corridors

- OBJECTIVE 1:** Improve pedestrian walkability and connectivity within downtown and residential neighborhoods through streetscape enhancements
- OBJECTIVE 2:** Encourage downtown façade improvements and infill development on West Dominick Street and Erie Boulevard
- OBJECTIVE 3:** Improve placemaking with the installation of public art and streetscape amenities
- OBJECTIVE 4:** Improve signage and wayfinding to downtown locations and recreational assets

GOAL 3: Leverage existing historic and cultural institutions to promote expanded tourism opportunities

- **OBJECTIVE 1:** Support attraction and marketing efforts of the Capitol Theatre, Fort Stanwix, and the REACH Center
- **OBJECTIVE 2:** Encourage development and recreational opportunities along the Erie Canal
- **OBJECTIVE 3:** Promote business growth and generate a social atmosphere surrounding the Arts and Cultural District

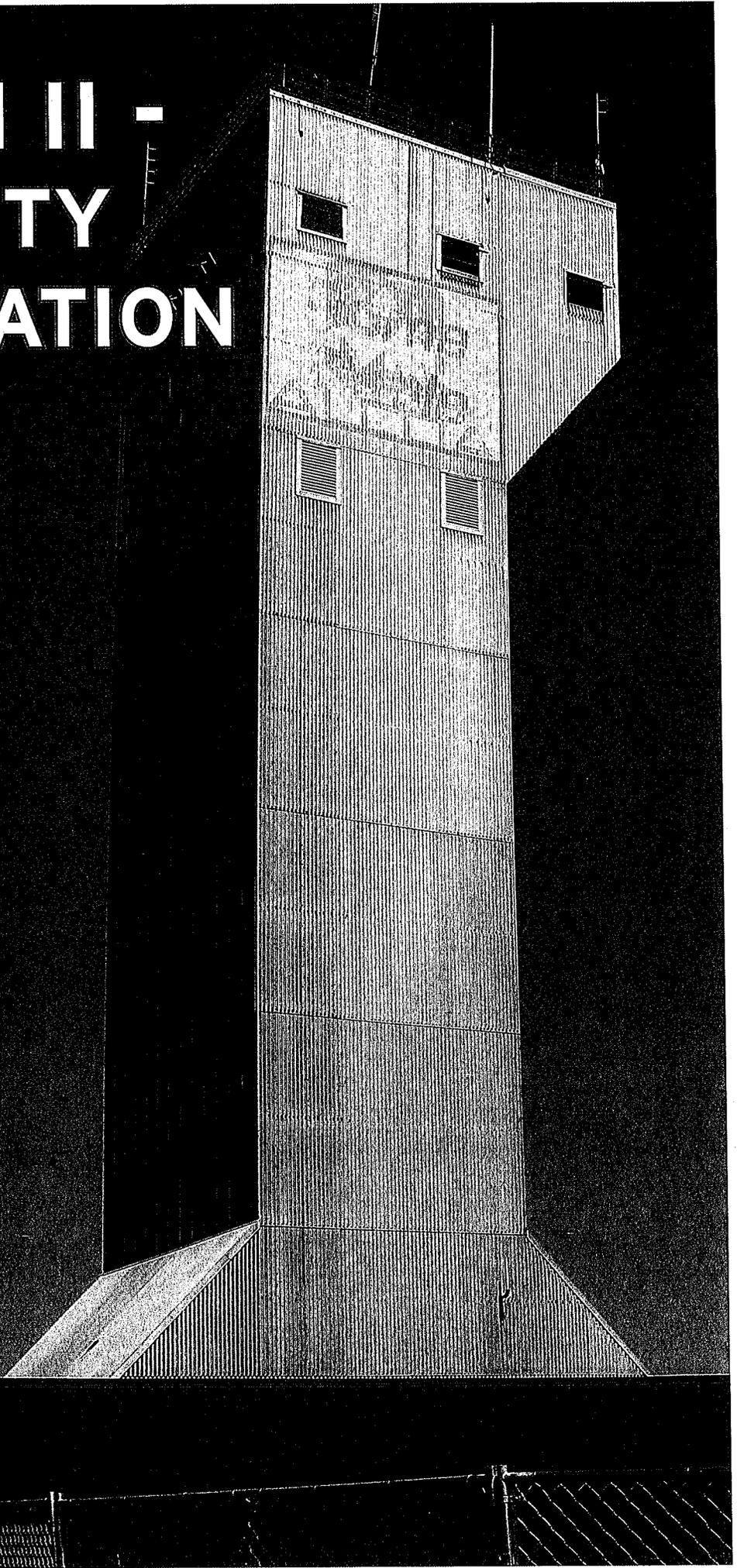
GOAL 4: Enhance housing quality and options within the Erie Boulevard BOA

- **OBJECTIVE 1:** Support rehabilitation and renovation of existing underutilized and vacant buildings for varying housing options
- **OBJECTIVE 2:** Encourage mixed-use development within downtown with infill development or adaptive reuse
- **OBJECTIVE 3:** Improve the City's sense of place through landscaping, green infrastructure and public art
- **OBJECTIVE 4:** Implement City policies to encourage quality property maintenance

GOAL 5: Promote a diverse mix of businesses and employment opportunities within Rome

- **OBJECTIVE 1:** Encourage the assessment and remediation of vacant and underutilized properties throughout the Erie Boulevard BOA
- **OBJECTIVE 2:** Support start-up business programs, such as those provided by Rome's REACH Micro Enterprise Center
- **OBJECTIVE 3:** Foster public-private partnerships to enhance the quality and vitality of existing businesses while encouraging development on vacant properties
- **OBJECTIVE 4:** Create an environment that supports new job opportunities with business retention and attraction strategies

SECTION II - COMMUNITY PARTICIPATION



OVERVIEW

Community input was integral to the BOA planning process. The engagement of stakeholders and community members from various sectors gave participants an opportunity to provide input on the overarching goals and master plan. Several creative and innovative engagement methods were utilized throughout the BOA process including:

- Steering Committee Meetings;
- Public Workshops;
- Stakeholder Meetings; and
- Online Presence.

Due to multiple on-going initiatives in the City of Rome simultaneous to the Erie Boulevard BOA, such as the DRI, some Steering Committee meetings and public workshops were combined. The combination of these meetings allowed the community to voice their opinions on interrelated topics.

COMMITTEE MEETINGS

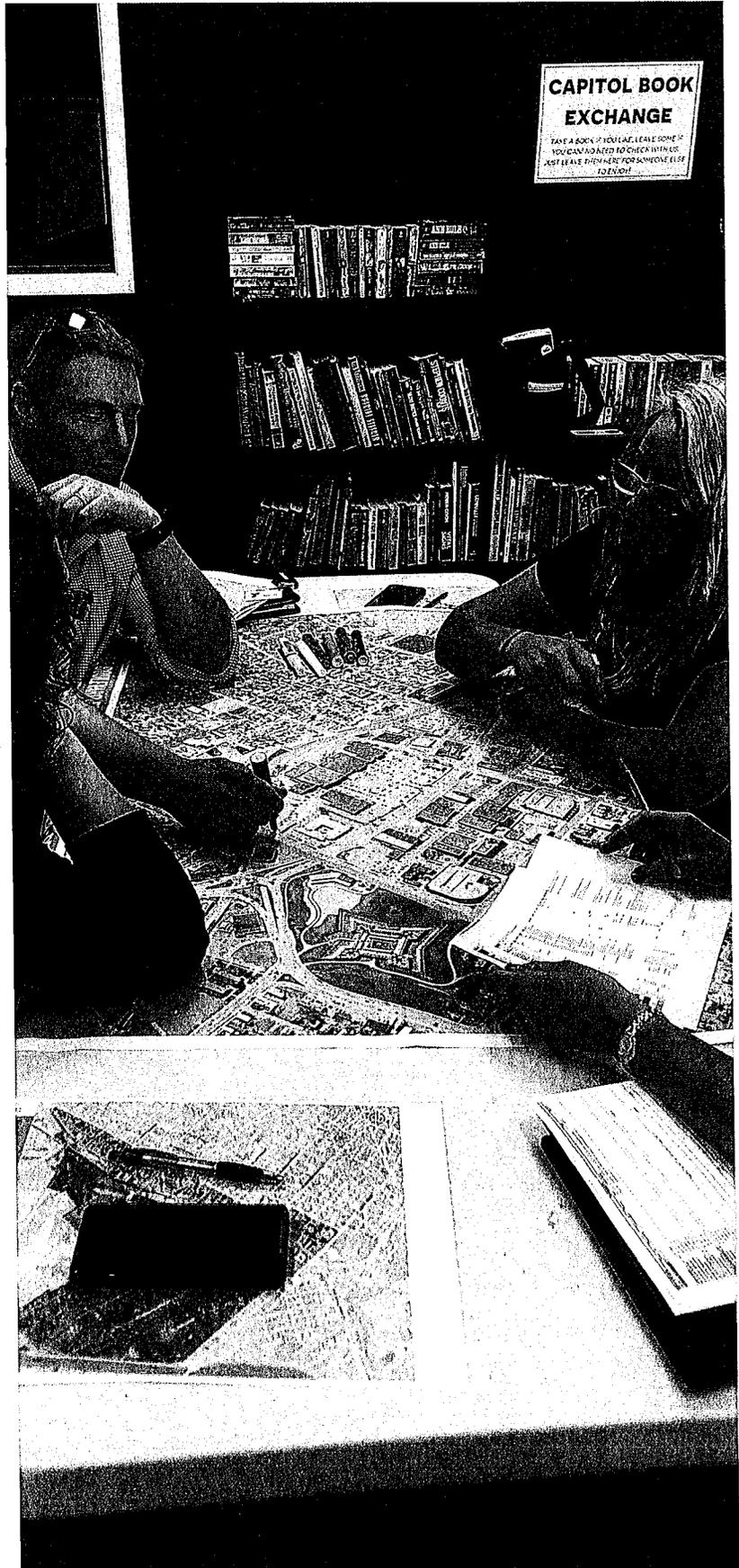
The City identified a Steering Committee comprised of government, business and resident representatives. The role of this Committee was to guide the planning process, gather input and review project deliverables.

MEETING #1

The purpose of this meeting was to provide updates regarding the progress on both the Downtown Rome BOA and Erie Boulevard BOA. Discussion included the inventory and analysis findings as well as a marketing strategy for the projects.

MEETING #2

During this meeting, Committee members discussed the integration of the Downtown and Erie Boulevard BOA's. A website specific to these initiatives was developed to ensure inclusive public engagement. Updates regarding the parking analysis and market analysis were also presented.



MEETING #3

This meeting was held to provide an overview of the BOA program and review the work completed by the City since the Downtown Revitalization Program. During this meeting the Steering Committee participated in a visioning session to discuss the challenges, assets and opportunities for four focus areas in the Erie Boulevard BOA.

MEETING #4

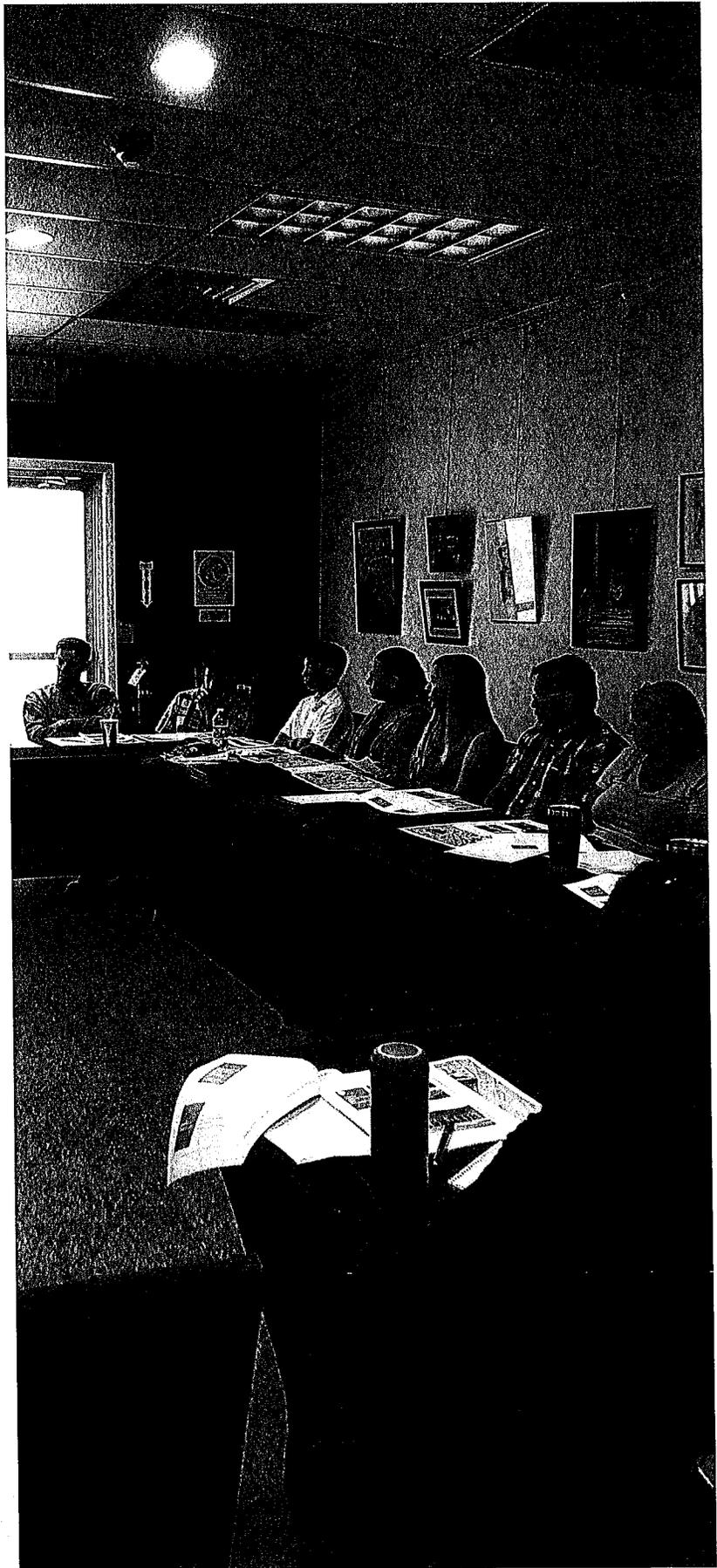
The purpose of this meeting was to review the status of on-going projects in the Erie Boulevard BOA in association with the DRI and other City initiatives, discuss branding and wayfinding options for the City and conduct a land use workshop. During this meeting the Steering Committee used large maps to draw and write specific improvements and developments they would like to see in the study area.

MEETING #5

This meeting included a review of the draft Erie Boulevard BOA Master Plan and proposed projects throughout the study area. The project team and Steering Committee discussed each project in depth.

MEETING #6

During this meeting, Committee members discussed revisions and updates regarding the draft Erie Boulevard BOA Nomination Study document. Format for the final public workshop was also discussed.



PUBLIC WORKSHOPS

Community-wide meetings were convened to provide residents, business owners, and visitors the opportunity to learn about the goals and objectives of the study as well as provide feedback and ideas.

MEETING #1 | MARCH 20, 2017

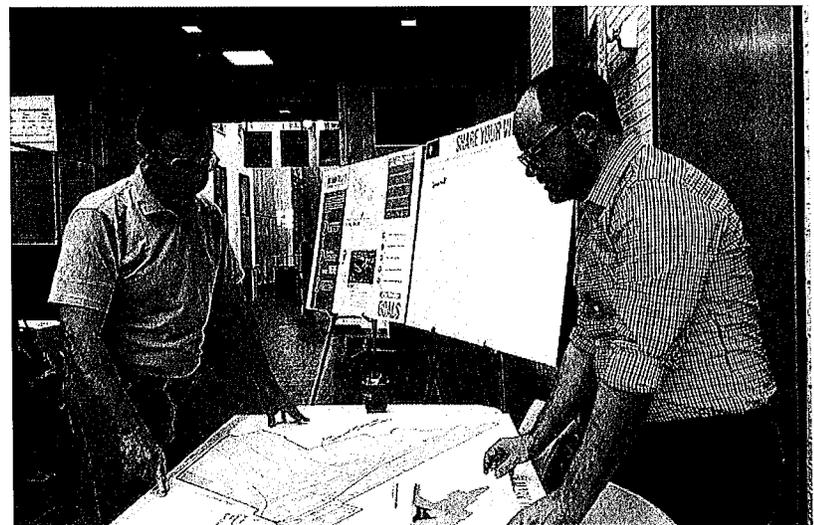
The first public meeting was a joint meeting to discuss revitalization efforts in the City of Rome. Since the Rome DRI, Downtown Rome BOA, and Erie Boulevard BOA projects were simultaneously on-going, this public event invited the community to provide input on types of revitalization projects they would like to see using interactive stations.

MEETING #2 | OCTOBER 18, 2017

The second public meeting was a combined public meeting for the Downtown BOA and Erie Boulevard BOA. At this meeting participants were asked to use voting board to provide input on revitalization improvements including waterfront projects, complete streets and wayfinding.

MEETING #3 | DECEMBER 9, 2019

The final public workshop was held to present the Erie Boulevard BOA Master Plan and proposed projects to the public. TBC



PROJECT WEBPAGE

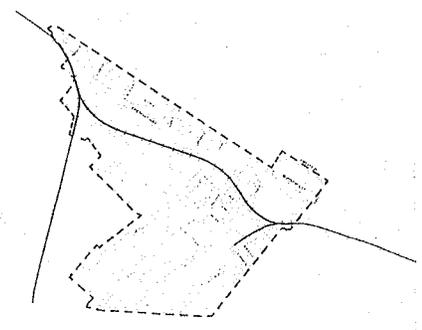
A project webpage specific to the Erie Boulevard BOA was created. This webpage allowed the public to stay up to date on project status and inform community members of upcoming meeting dates and engagement opportunities. The webpage also gave the public an opportunity to provide input on the project and deliverables.

The website utilized the term "Rome Rises" to showcase the multitude of on-going planning projects and incoming investment in the City (www.romerises.com)

ERIE BOULEVARD BOA

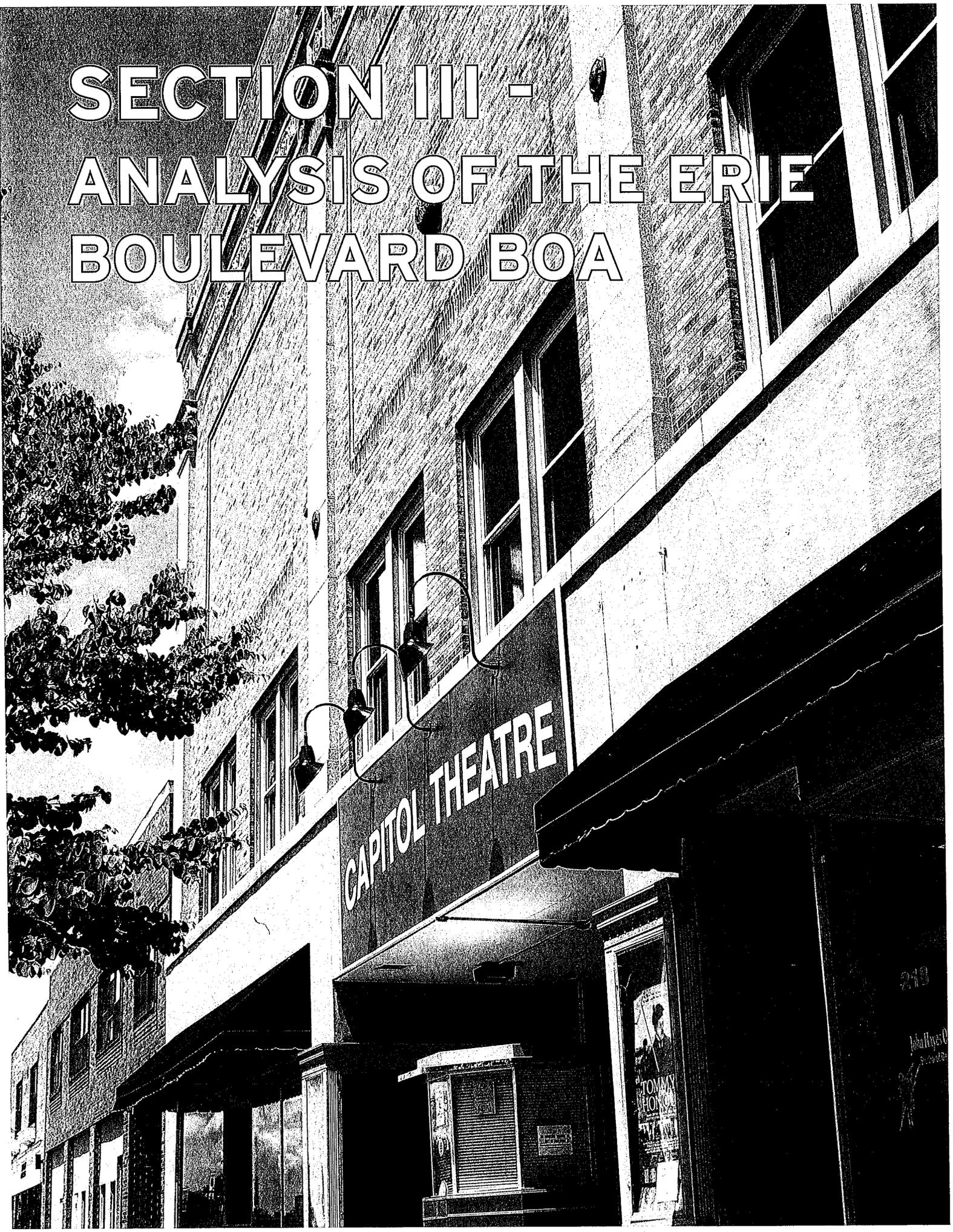
In 2017, the City of Rome passed a City of Rome Comprehensive Plan that sets a vision for the city's future. The plan includes a goal to revitalize the city's downtown and waterfront areas. The Erie Boulevard BOA is a key component of this plan. The BOA is a public-private partnership that will be responsible for the development and implementation of the BOA Master Plan. The BOA Master Plan will provide a vision for the future of the BOA and will include a variety of projects and programs. The BOA Master Plan will be developed over a period of several years and will be subject to public input and feedback.

The BOA Master Plan will include a variety of projects and programs, including waterfront development, complete streets, and wayfinding. The BOA Master Plan will also include a variety of public engagement opportunities, including public meetings, workshops, and online surveys. The BOA Master Plan will be developed in a transparent and collaborative manner and will be subject to public input and feedback.



PUBLIC ENGAGEMENT

SECTION III - ANALYSIS OF THE ERIE BOULEVARD BOA



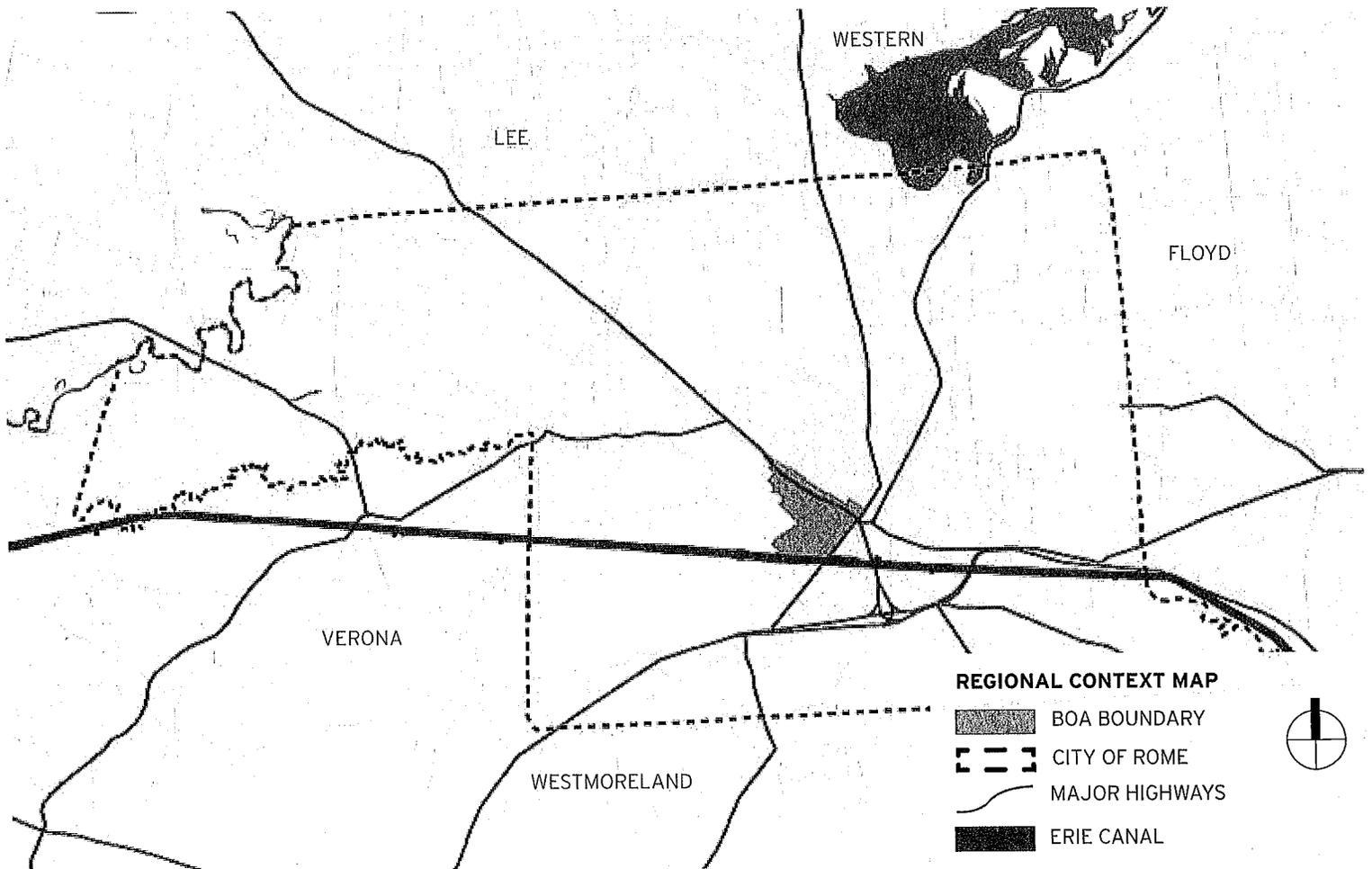
COMMUNITY AND REGIONAL SETTING

The Erie Boulevard BOA is located in the City of Rome, which lies in Central New York along the western edge of the Mohawk Valley. This 75.6 square mile City has a population of approximately 32,589 while the Mohawk Valley Region is home to approximately 622,133 residents.

Rome was founded along an ancient Native American portage path then known as the Oneida Carrying Place. Rome is most well-known for the historic Fort Stanwix National Monument built during the Revolutionary War. The Erie Canal, which is located in the southern portion of the City, played a critical role in connecting New York City to the Great Lakes Region in the 1800's and Rome was one of the cities which benefited. Rome was coined the 'Copper City' due to the large presence of copper manufacturing in the City. Due to a large manufacturing base, Rome's

population peaked in 1960. Rome was home to Griffiss Air Force Base, which covers over 3,550 acres on the City's east side. This base closed in the early 1990's and led to a steady decline of job opportunities and residents. Today, this base is known as the Griffiss Business and Technology Park. This business park now employs thousands of people with a focus on technology, manufacturing, aviation, office, education and recreation.

Today, the City of Rome is known for its cultural and historic resources most notably Fort Stanwix National Monument which has international draw and its connections with the Erie Canal, proximity to I-90, Utica, Syracuse and Albany.



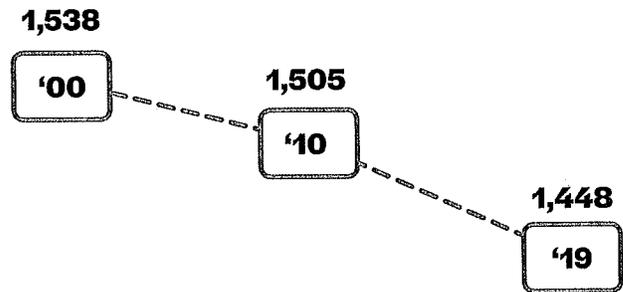
SOCIO-ECONOMIC CHARACTERISTICS

Understanding socio-economic characteristics are essential to the planning process. Local and regional population trends, educational attainment, income and employment, and the housing market provide a contextual understanding of the community's needs and future opportunities.

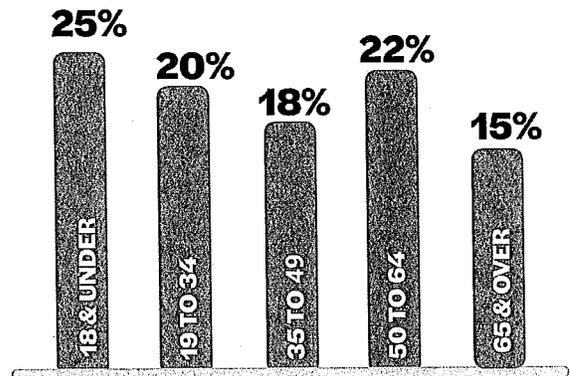
POPULATION

1,448 residents live in the Erie Boulevard BOA, which represents 4% of the City of Rome's total population of 32,589 residents. The BOA and City's population is projected to decline by 2024.

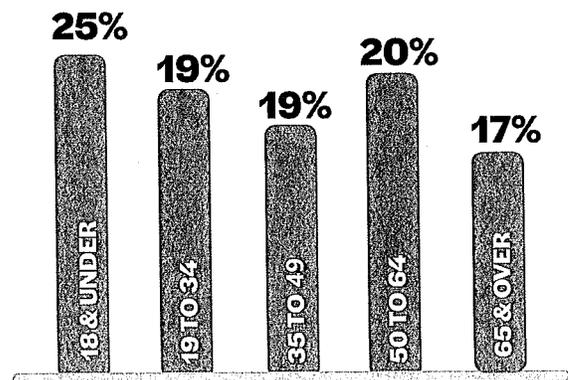
On-going and planned investment as part of the Downtown Revitalization Initiative could reverse or reduce these downward trends.



BOA POPULATION TRENDS



2019



2024

AGE DISTRIBUTION

The Erie Boulevard BOA has a median age of 38.9, which is the youngest median age when compared to the City of Rome and Oneida County (41.2 and 42.2, respectively).

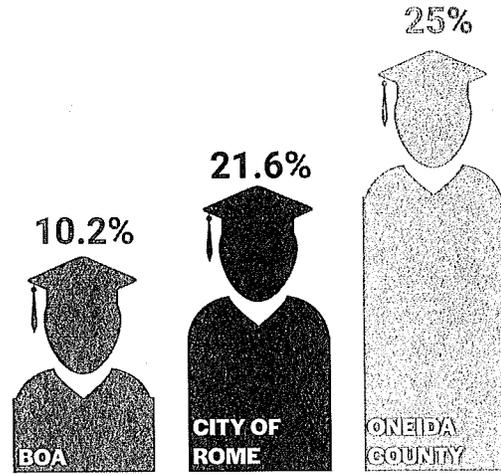
The age groups within the Erie Boulevard BOA are fairly evenly distributed. The largest age cohort are those 18 and under at one-quarter of the population. The second largest cohort range from 50-64 years of age. Projected trends suggest a slightly aging population in the Erie Boulevard BOA by 2024.

Approximately 40% of the BOA population is between 20 and 49 years old, typically when people are at prime earning potential and raising families. This presents an opportunity to focus efforts on enhancing youth amenities and programming within the BOA.

EDUCATION

Compared to the City of Rome and Oneida County, the Erie Boulevard BOA has lower educational attainment levels. 10.2% of Erie Boulevard BOA residents have a bachelor's degree or higher while attainment for the City of Rome is 21.6% and nearly 25% for Oneida County residents.

Opportunity exists within the Erie Boulevard BOA to create skilled working jobs for residents and attract new residents to the City of Rome.



BACHELOR'S DEGREE OR HIGHER (2019)

MOHAWK VALLEY YOUTHBUILD

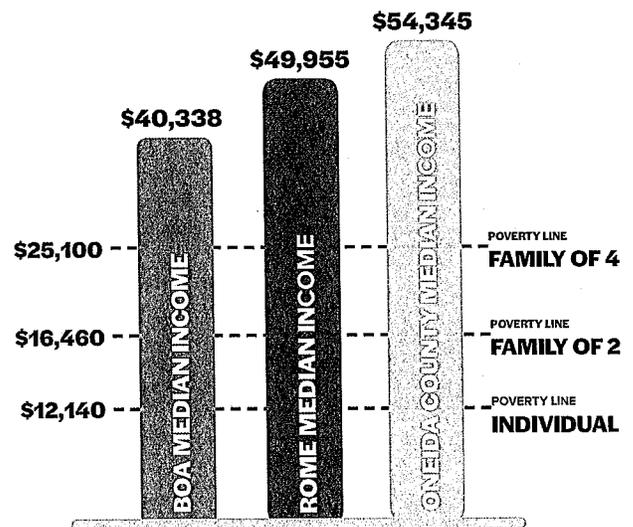
Mohawk Valley YouthBuild is a program that engages at-risk, low-income youth ages 18 to 24 who need to complete their high school education and develop career skills. The program prepares youth to earn a high school equivalence diploma, gain job skills, enter a college program, train in a construction and hospitality career and earn money through stipends and wages.

INCOME

Income is considered a key economic indicator for measuring the well-being of a community and can indicate the population's spending power. The median household income for the Erie Boulevard BOA residents is \$40,338, which is lower than the income level of both the City of Rome and Oneida County (\$49,955 and \$54,345 respectively).

However, the median household incomes for all geographies is above the Federal Poverty Line (FPL) for an individual, family of two and a family of four. The FPL is used to determine eligibility for certain federal and state financial programs.

The median household incomes enable both an individual and a family of two people to live above the poverty line.

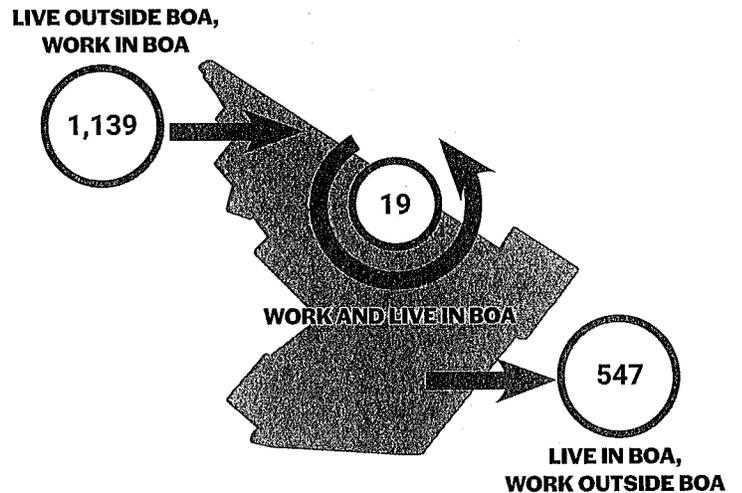


2019 INCOME + POVERTY LEVELS

COMMUTING PATTERNS

Commuting patterns are helpful in understanding the linkages between a community and the surrounding region. Commuting patterns for the Erie Boulevard BOA indicate that the majority of people who work in the DRI area live outside of the DRI area. There is an influx of 1,139 workers to the DRI area for work on a typical day. Additionally, only 19 residents within the BOA work within the DRI, and 547 residents of the BOA work elsewhere.

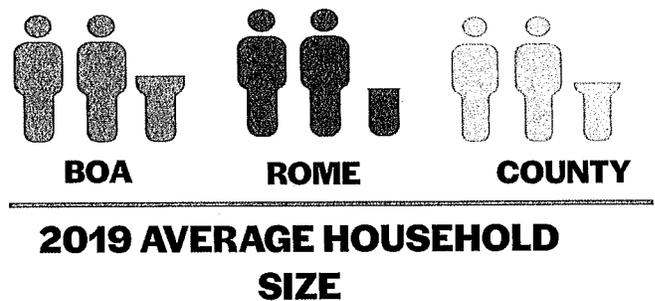
Commuting patterns show that there is an opportunity to attract workers to live in the Erie Boulevard BOA.



HOUSEHOLD SIZE

The average household size (people per household) is calculated by dividing the total population by the number of households. The average household size in the Erie Boulevard BOA is 2.44 while the City of Rome is 2.29 and the County is 2.40. These figures are projected to remain unchanged over the next five years for the BOA, City and County.

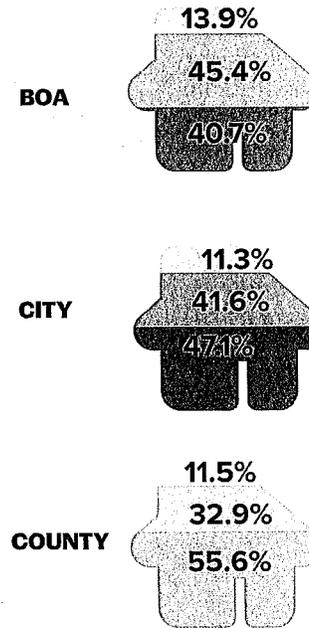
The similar average household sizes indicate a balance of single, two and family households within the Erie Boulevard BOA, City of Rome and Oneida County.



HOUSING TENURE

Housing tenure describes home ownership within a community. The Erie Boulevard BOA has a mix of home ownership with 40.7% owner-occupied homes and 45.4% renter-occupied homes. The home ownership percentage is lower than 47.1% of homes that are owner-occupied in the City of Rome and 55.6% in the County. Comparatively, the vacancy rates in the Erie Boulevard BOA (13.9%) are slightly higher than those in the City of Rome and County, with rates of 11.3% and 11.5% respectively.

Increasing housing options within the Erie Boulevard BOA will attract diverse residents to the City.



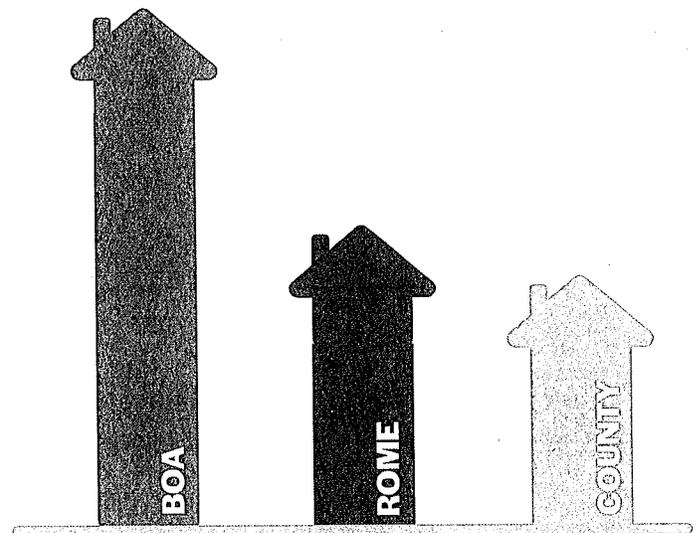
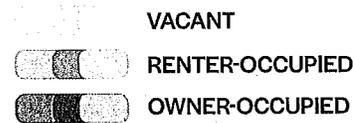
AGE OF HOUSING

The age of an area's housing stock is an important indicator because it can provide a high-level estimate of the quality of the housing in an area. Although well-maintained older homes can contribute to the preservation of an area's local history and community character, older houses also tend to be costlier to maintain and have more structural and environmental concerns. In many communities, substandard older housing is often occupied by those residents that are least able to afford the regular maintenance that an older home requires.

The housing stock in the BOA is considerably older than options available in the City or County. Over half of the homes in the BOA are greater than 75 years old. Just over a third of homes in the City and one third of all homes in the County are of a similar age. Housing development in the last fifteen years was minimal, with only four units constructed in the BOA (+0.8%). With little new housing being added across the City, maintenance of older properties, including health and safety hazards will be key in ensuring adequate housing options for City residences.

Providing newer, modernized housing will provide residents with better options and create an attractive residential location for millennial, seniors and families.

2019 HOUSING TENURE



PERCENT OF HOMES BUILT ON OR BEFORE 1939

INVENTORY AND ANALYSIS

The following sections provide an inventory of existing conditions to assist in identifying opportunities and challenges within the Erie Boulevard BOA. This section, in combination with community defined vision, goals and objectives, serve as the basis for the area's redevelopment potential and recommendations.

EXISTING LAND USE

The New York State Office of Real Property Services identifies land use categories based on their utilization. Based on this information, eight land use categories exist within the Erie Boulevard BOA.

RESIDENTIAL

The Erie Boulevard BOA is predominately residential, with 453 parcels accounting for approximately 28% (127 acres) of the total land area. Residential properties are found throughout the study area; however, there are concentrations of residential neighborhoods in the northern and southern end of the BOA.

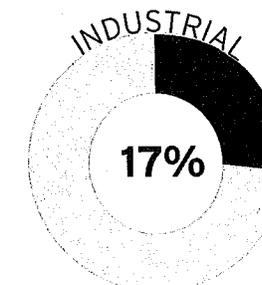
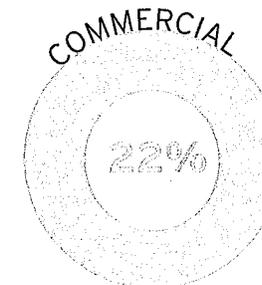
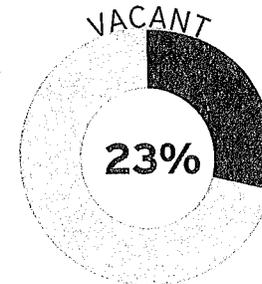
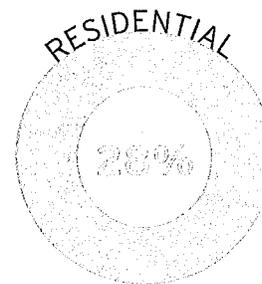
Existing residential land use in areas along Calvert Street, in the north side of Erie Boulevard, and the areas around the Rome Cable Site are near major thoroughfares, and manufacturing facilities. This results in high levels of noise from traffic and machinery, additional environmental contamination have caused stresses within these neighborhoods that are resulting in lower property values and vacancies. Residents in these areas have reported excessive noise from trucks and traffic, loud machinery and physical vibrations from factory operations.

VACANT

Vacant land comprises 202 parcels accounting for approximately 103 acres in the Erie Boulevard BOA. Vacant and underutilized parcels exist throughout the BOA and are located in the northern residential neighborhoods, within downtown, and near the Erie Canal.

COMMERCIAL

Commercial land use comprises 137 parcels accounting for 100 acres. Larger commercial parcels including shopping centers and national chain stores, department stores, restaurants, grocery stores, and fast food chains mainly located along the Erie Boulevard commercial corridor and within downtown Rome.



PREDOMINANT LAND USES IN THE ERIE BOULEVARD BOA

INDUSTRIAL

Industrial land use comprises approximately 75 acres within the BOA. The largest of which are the vacant facilities of the former Rome Cable Corporation which are prominently located within the center of the study area. The other major industrial areas such as Owl Wire & Cable and storage facilities scattered through the South Rome residential neighborhood conflict with adjacent residential uses.

RECREATION AND OPEN SPACE

Recreation and open space uses comprise approximately 18 acres within the Erie Boulevard BOA. These uses include baseball fields, Gryziec Park, and other recreation and entertainment venues.

COMMUNITY SERVICES

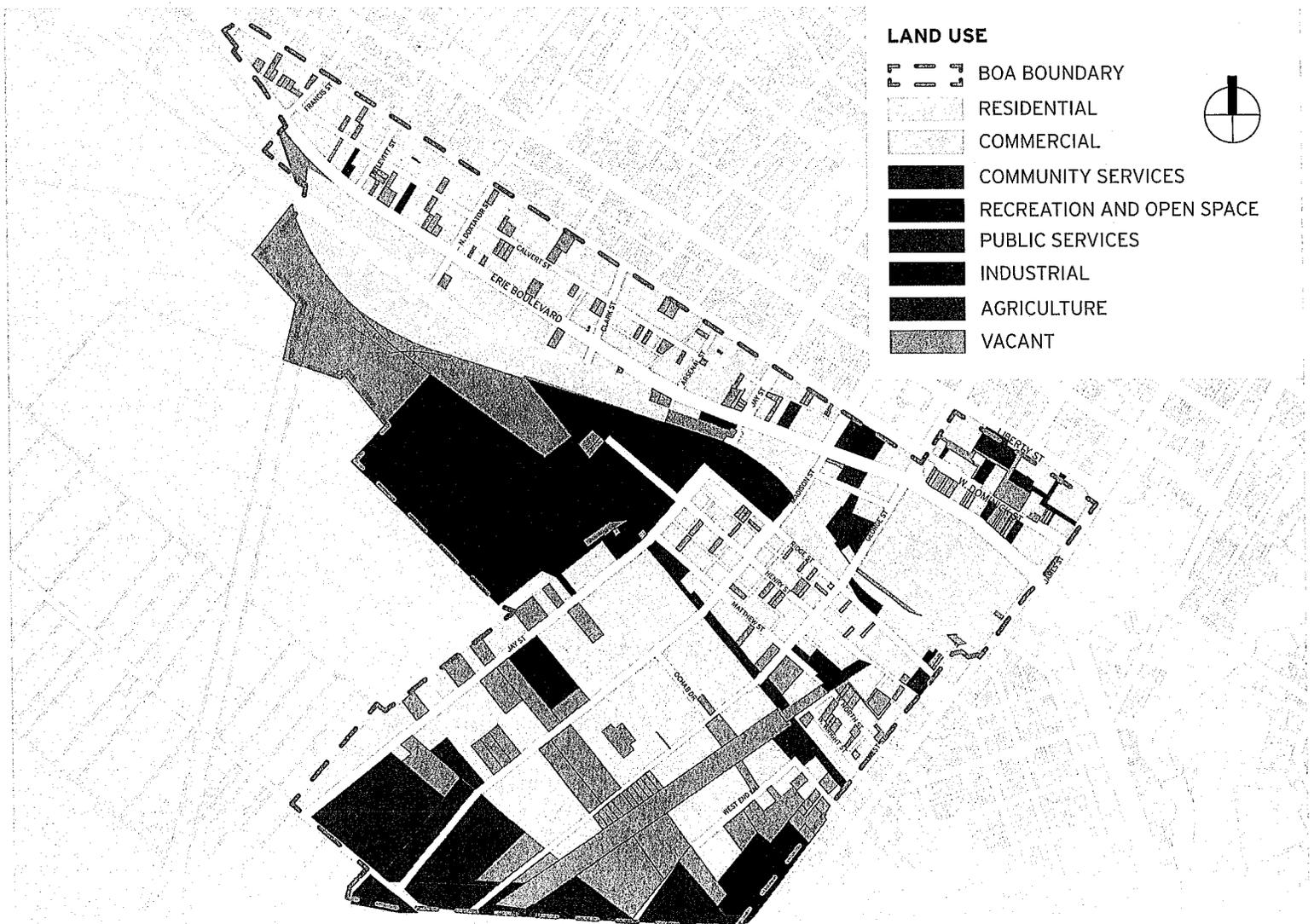
Community services within downtown Rome comprise approximately two percent of the area. Uses include churches, Rome Hospital, and government buildings.

PUBLIC SERVICES

Public services lands along the Erie Canal are utilized for water transportation and radio towers and are owned by New York State.

AGRICULTURE

Two parcels within the BOA are indicated as agricultural land that crops such as potatoes, sugar beets, onions, snap beans and others. Based on site visits, these parcels appear to have single-family homes.



ERIE BOULEVARD BOA SUB AREAS

Land use characteristics throughout the Erie Boulevard BOA vary due to the large size of the area. For this reason, the BOA was divided into four sub-areas. These sub-areas are described below.

DOWNTOWN CORE

This area has a plethora of assets, including historic character, arts/music culture, and small businesses. This area could benefit from development on underutilized sites, streetscape improvements, public art, and community gathering spaces.

NEIGHBORHOOD MIXED USE

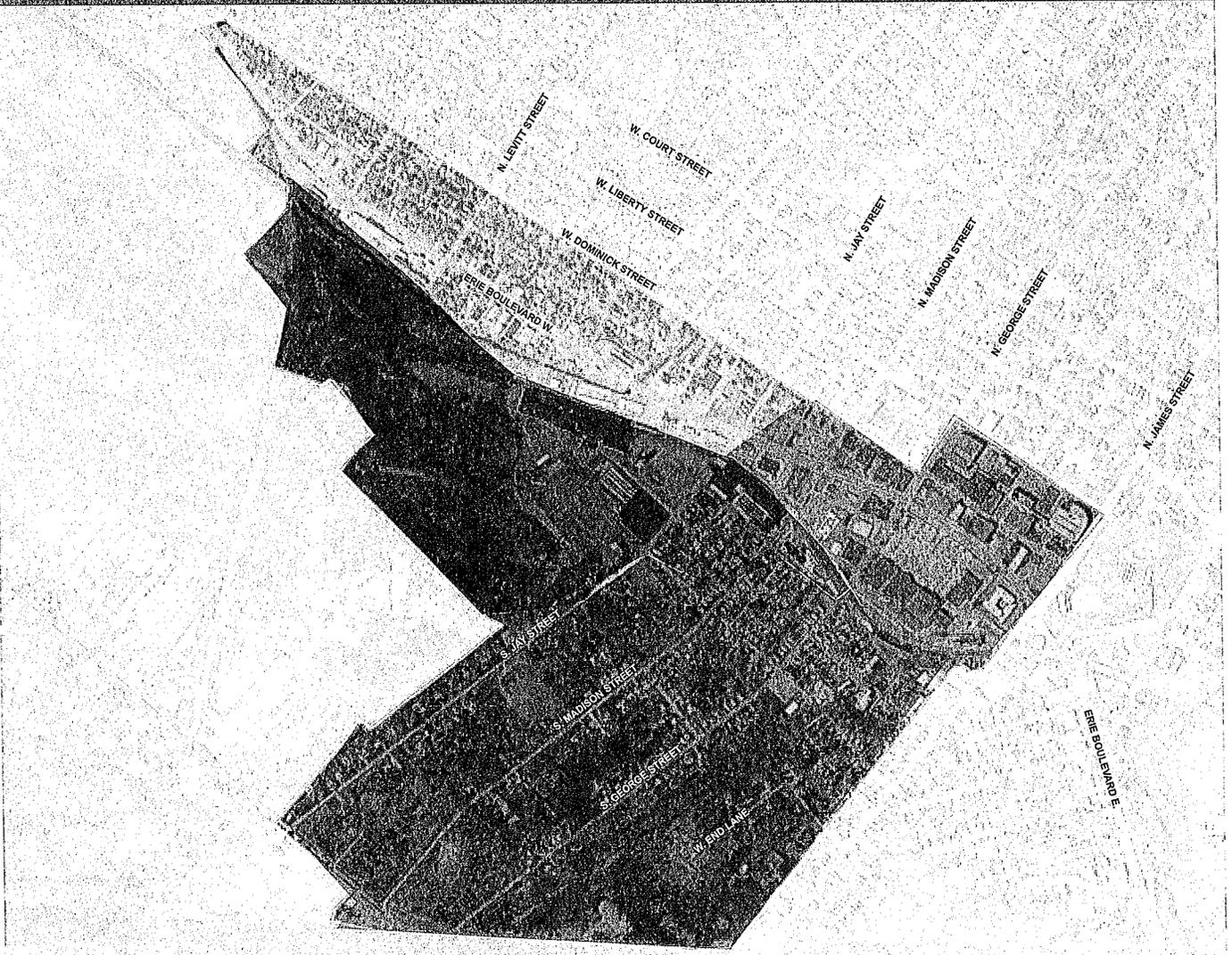
This area is comprised of small, underutilized/vacant lots. Opportunities within this area include a branding campaign, facade improvements, streetscape enhancements, and infill development.

RESIDENTIAL/RECREATION

This area is located on the southeastern portion of the BOA. Its proximity to downtown, existing greenspace, and recreational opportunities are important to its residents. This area could benefit from enhanced greenway connections, housing options and increased recreational access.

EMPLOYMENT DISTRICT

This area includes former industrial land, including the Former Rome Cable Tower site. Its proximity to downtown creates an opportunity for business and job employment growth.



ZONING

Land uses within the Erie Boulevard BOA are regulated by the City of Rome Zoning Code. The zoning code was recently updated in 2018. There are nine zoning districts within the BOA, reflecting a wide range of land uses from single-family residential to general industrial.

SINGLE-FAMILY RESIDENTIAL (R-1-8)

The Single-Family Residential District (R-1-8) is intended to provide for a neighborhood environment of single family detached and attached dwellings. Limited non-residential uses that are compatible with surrounding residential neighborhoods may be permitted.

SINGLE-FAMILY RESIDENTIAL (R-2)

The Single-Family Residential District (R-2) is intended to provide for a neighborhood environment of single-family detached and attached dwellings, and two-family dwellings. Limited non-residential uses that are compatible with surrounding neighborhoods may be permitted.

LOCAL COMMERCIAL (C-1)

The Local Commercial District (C-1) is intended to provide for small scale commercial and mixed-use development serves the local community.

GENERAL COMMERCIAL (C-2)

The General Commercial District (C-2) is intended to provide for a broad range of commercial development including a full range of retail, office, and serves the local and regional market. Dwellings above the ground floor are encouraged to facilitate mixed-use development.

CENTRAL COMMERCIAL (C-3)

The Central Commercial District (C-3) is intended to provide for commercial and select residential development within Rome's Central Business District that allows a broad range of uses to reflect the Central Business District's role as a cultural, office, and governmental center. Dwellings above the ground floor are encouraged and multi-story development is required.

GENERAL INDUSTRIAL (I-G)

The General Industrial District (I-G) is intended to accommodate industrial facilities, large-scale office development, and research and development facilities.

OPEN SPACE (OS)

The Open Space District (OS) is intended to provide and protect open space and public recreational facilities, both outdoor and indoor. Larger regional open spaces/parks may include both active and passive recreation areas and certain ancillary commercial activities, such as cultural facilities, performance venues and restaurants.

PROPERTY OWNERSHIP

Property ownership patterns can provide a better understanding of a community's redevelopment potential. Private property ownership can sometimes be an obstacle to economic development initiatives, while public property can streamline efforts. Continued engagement of both public and private property owners within the Erie Boulevard BOA is imperative to facilitate implementation of recommended projects.

PRIVATE OWNERSHIP

The majority of the Erie Boulevard BOA is privately-owned and accounts for approximately 427 acres and 795 parcels.

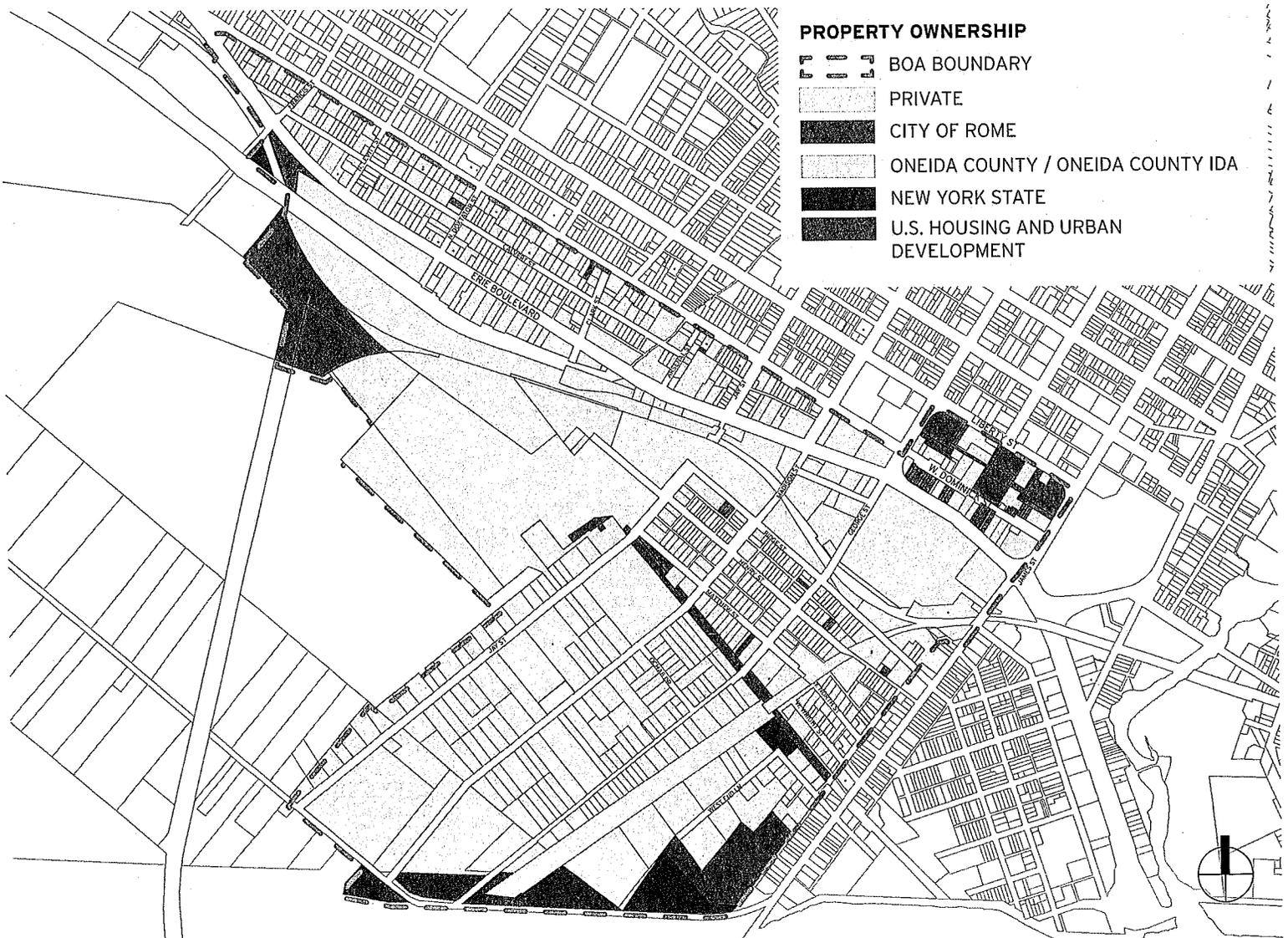
PUBLIC OWNERSHIP

The City of Rome owns approximately 33 acres of land. These parcels are located within the downtown core on vacant lands in the western portion of the BOA, a public right of way (the former Clinton's Ditch) and public parks.

The State of New York owns six parcels within the BOA, which are primarily located along the Erie Canal.

Oneida County owns one parcel within the BOA, which is the NYS Department of Motor Vehicles within downtown Rome. The Oneida County IDA owns several properties in the BOA including the former Rome Cable Site and surrounding sites.

The United States Department of Housing and Urban Development own two residential parcels within the BOA on West Liberty Street and North Doxtator Street.



PARKS AND OPEN SPACE

The Erie Boulevard BOA contains parks and open spaces that serve residents and visitors.

GRYZIEC PARK

Gryziec Park is public park that lies proximate to the Erie Canal. The park contains a baseball diamond, pool, and playground and is considered to be utilized by residents in the South Rome neighborhood. Gryziec Park also connects to the Erie Canalway Trail to the East which connects to the Mohawk River Trail.

CITY GREEN

The existing green space adjacent to City Hall is planned to be enhanced as a four season public space called City Green. The intent is to have this as a central location in the downtown for seasonal events for residents and visitors.

ROME LITTLE LEAGUE

The Erie Boulevard BOA has recreational space along South Jay Street that has two baseball fields.

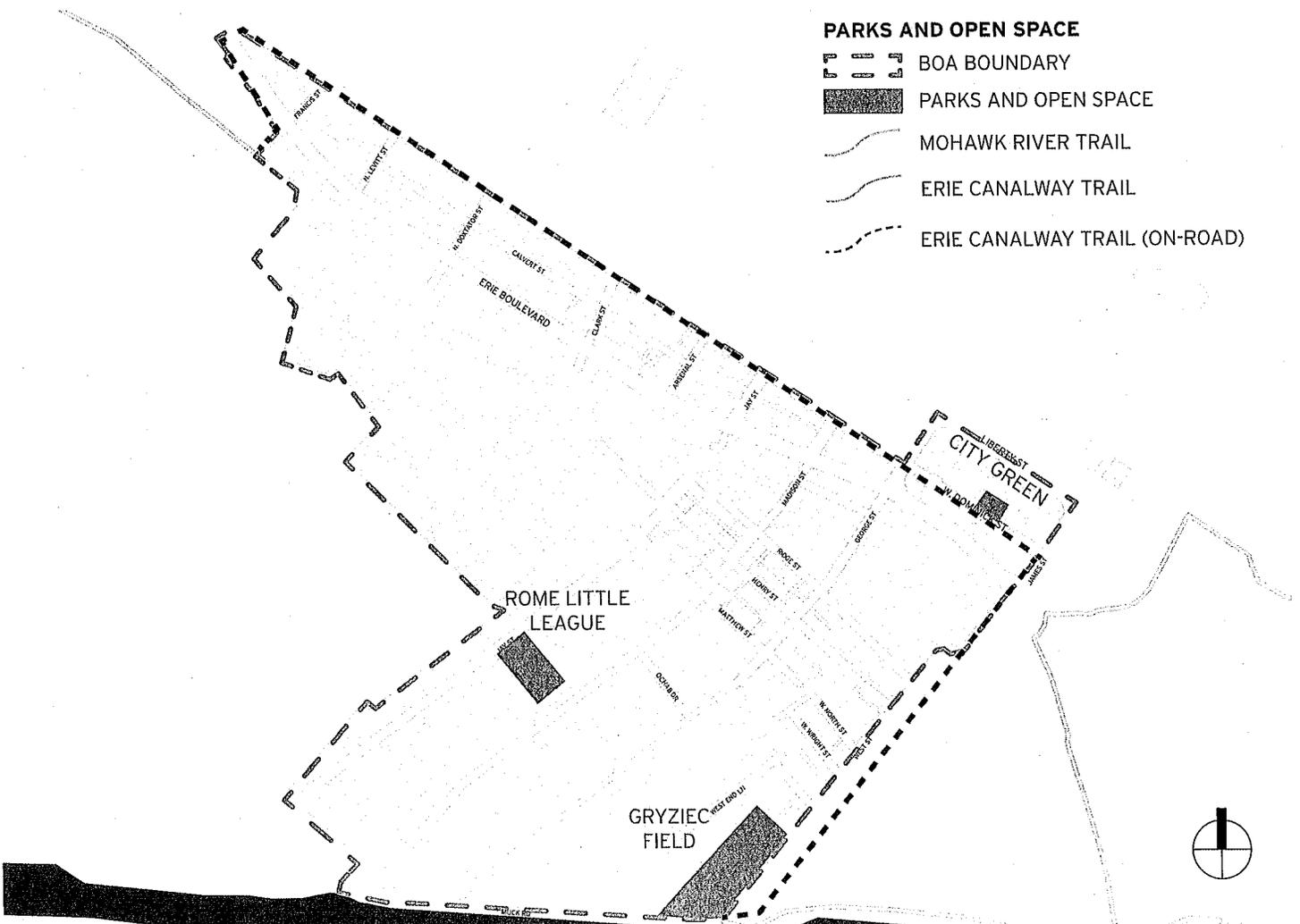
This area was primarily utilized for the Rome Little Baseball League. Based on existing conditions, it appears that this site is no longer actively used.

ERIE CANALWAY TRAIL

The Erie Canalway Trail is a 360-mile trail that travel between the cities of Buffalo and Albany in upstate New York. An on-road segment trail exists on W. Dominick Street and a portion of James Street in the BOA. Currently, there is a stone dust trail that terminates at South Charles Street and Erie Boulevard. A paved connection along the Erie Canal begins at South James Street near Gryziec Park.

MOHAWK RIVER TRAIL

The Mohawk River Trail is a combination of off- and on-road trails that connects to Haselton-Wright Park to Bellamy Harbor Park along the Mohawk River. This trail traces the eastern side of Fort Stanwix near the eastern portion of the BOA. This trail also connects to the Erie Canalway Trail.



HISTORIC AND CULTURAL RESOURCES

The City of Rome was known historically as the industrial and manufacturing center of Oneida County and the construction of the Erie Canal had a profound effect on the area's development. The Erie Boulevard BOA does not contain historic and cultural resources within its boundary; however, it is heavily influenced by these resources.

GANSEVOORT-BELLAMY HISTORIC DISTRICT

This district lies adjacent to the Erie Boulevard BOA. Contributing structures within this district include the Old City Hall building, the Post Office, Oneida County Courthouse, and St. Peter's Catholic Church.

ZION CHURCH

Zion Church is a historic Episcopal church located on Liberty Street, just outside of the BOA. The church was designed and built in 1850 by nationally acclaimed architect Richard Upjohn, and was listed on the National Register of Historic Places in 1997. The building functions as a church and hosts community events.

ARSENAL HOUSE

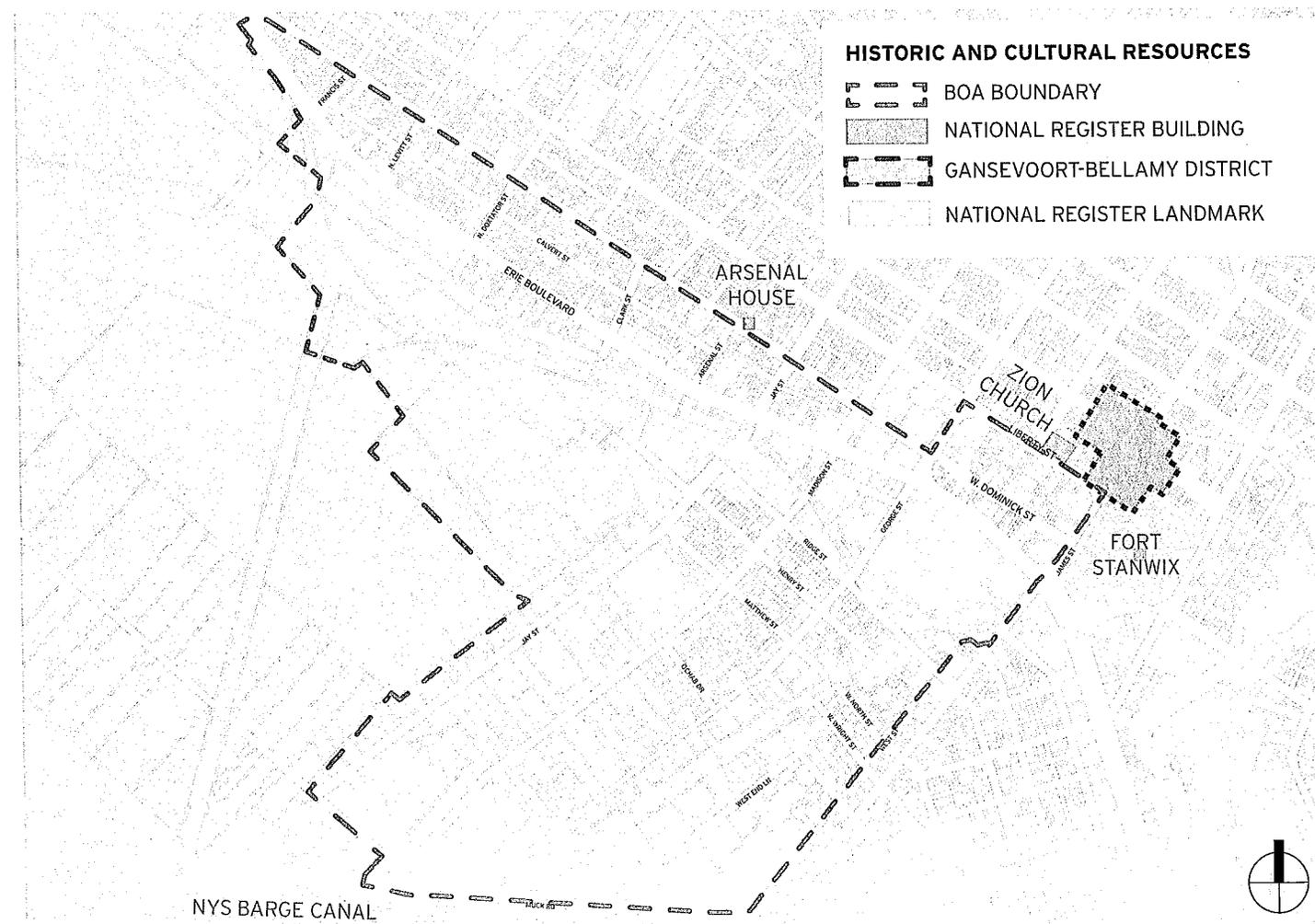
This structure, also known as Commandant's House, is a historic home located on W. Dominick Street that was built in 1814.

FORT STANWIX NATIONAL MONUMENT

Fort Stanwix is a 16-acre National Register Landmark. It is a reconstructed revolutionary war fort that has strong regional visitation and has national draw, with over 84,000 visitors annually.

NEW YORK STATE BARGE CANAL SYSTEM

The New York State Barge Canal System was designated as a National Register Landmark through the National Historic Landmarks Program. This program recognizes historic properties of exceptional value to the nation and promotes preservation efforts. The New York State Barge Canal System designation spans 450 miles of navigation channels from Waterford to Tonawanda, New York.



NATURAL RESOURCES

A majority of the Erie Boulevard BOA is urbanized, including the downtown core and residential areas. Lands immediate to the west of the Erie Boulevard Boundary provide the greatest access to natural resources.

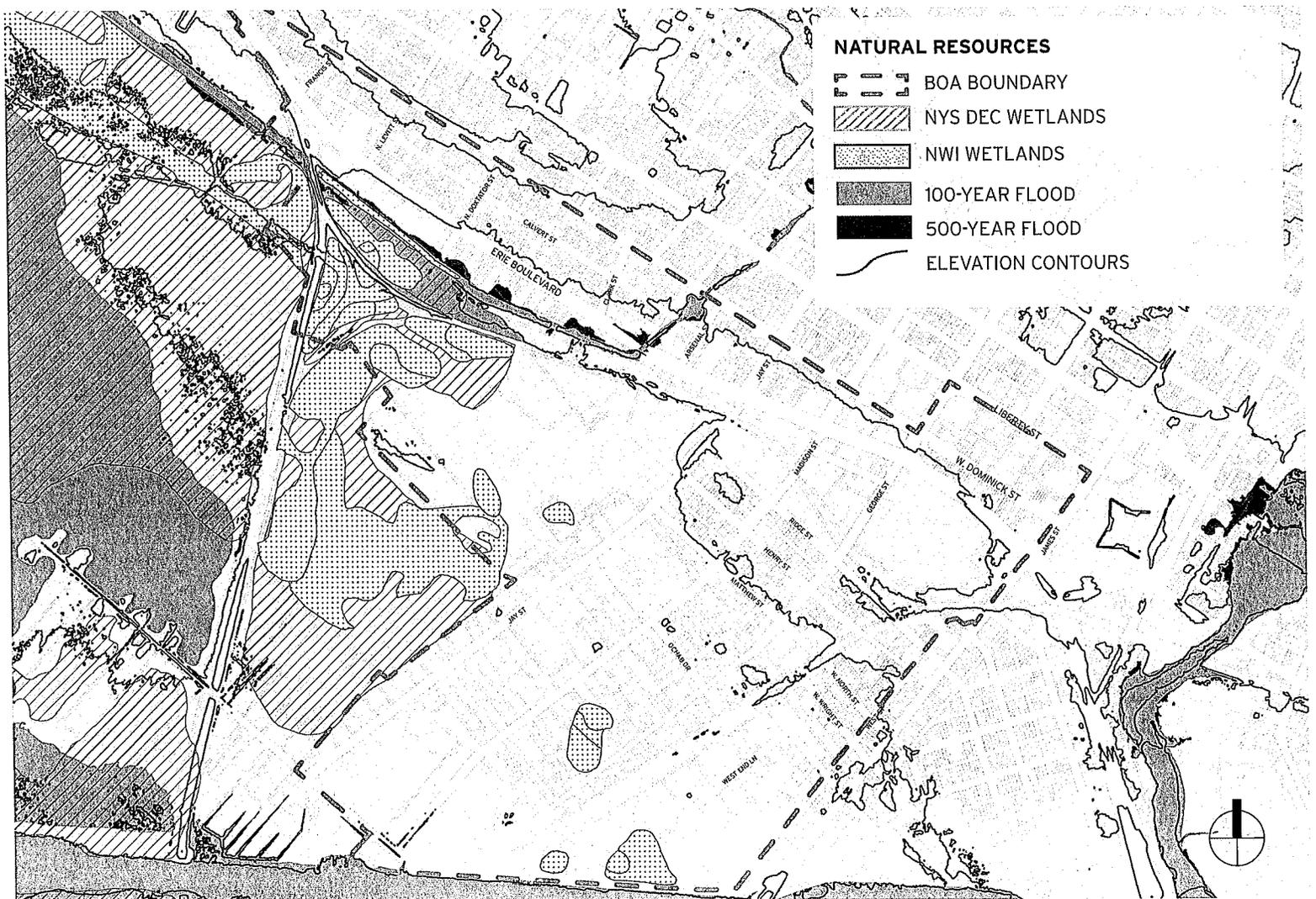
WATERBODIES

Significant waterbodies include Wood Creek and the Erie Canal. Wood Creek flows westward from the City to Oneida Lake and was formerly a critical transportation connection to the City of Oswego; however, the construction of the Erie Canal diminished the need for this connection and was eventually abandoned. Wood Creek now serves as a wildlife habitat for City residents.

The Erie Canal runs along the southern border of the Erie Boulevard BOA. The Canal was formerly utilized as a transportation corridor from Albany to Buffalo. This section of the Canal is now utilized for recreation and tourism use.

WETLANDS

NYS DEC wetlands exist on small western portion of the BOA. This is a 2,334-acre Class I wetland that lies adjacent to Wood Creek. This Class I wetland provides habitat to wildlife species and could be subject to significant flooding damage if the wetland was modified, filled, or drained. Federal National Wetlands Inventory (NWI) wetlands also exist within the same area as the state wetlands and the southern area of the BOA. Wetlands within and adjacent to the BOA boundary include 40 acres of Freshwater Emergent wetlands, 84 acres of Freshwater Forested/Shrub wetlands, 1.7 acres of Riverine wetlands, and 3.8 acres of freshwater ponds.



FLOODPLAINS

The Federal Emergency Management Agency provides flood insurance maps to locate areas of high flood probability. The majority of the BOA is located within Zone X, which indicates areas of minimal flood hazard. However, there are small areas of 100- and 500- year flood areas within the BOA. These are located on the northwestern section near Wood Creek. Given the 100-year flood area south of Wood Creek and the 500-year flood area north of the Creek (in a previously developed area) these areas are not anticipated to pose significant limitations to development.

TOPOGRAPHY

Due to its urbanized nature, the BOA is relatively flat with few steep slopes. Elevations range from approximately 420 feet to 440 feet above mean sea level. There are no major topographic constraints to development within the BOA.

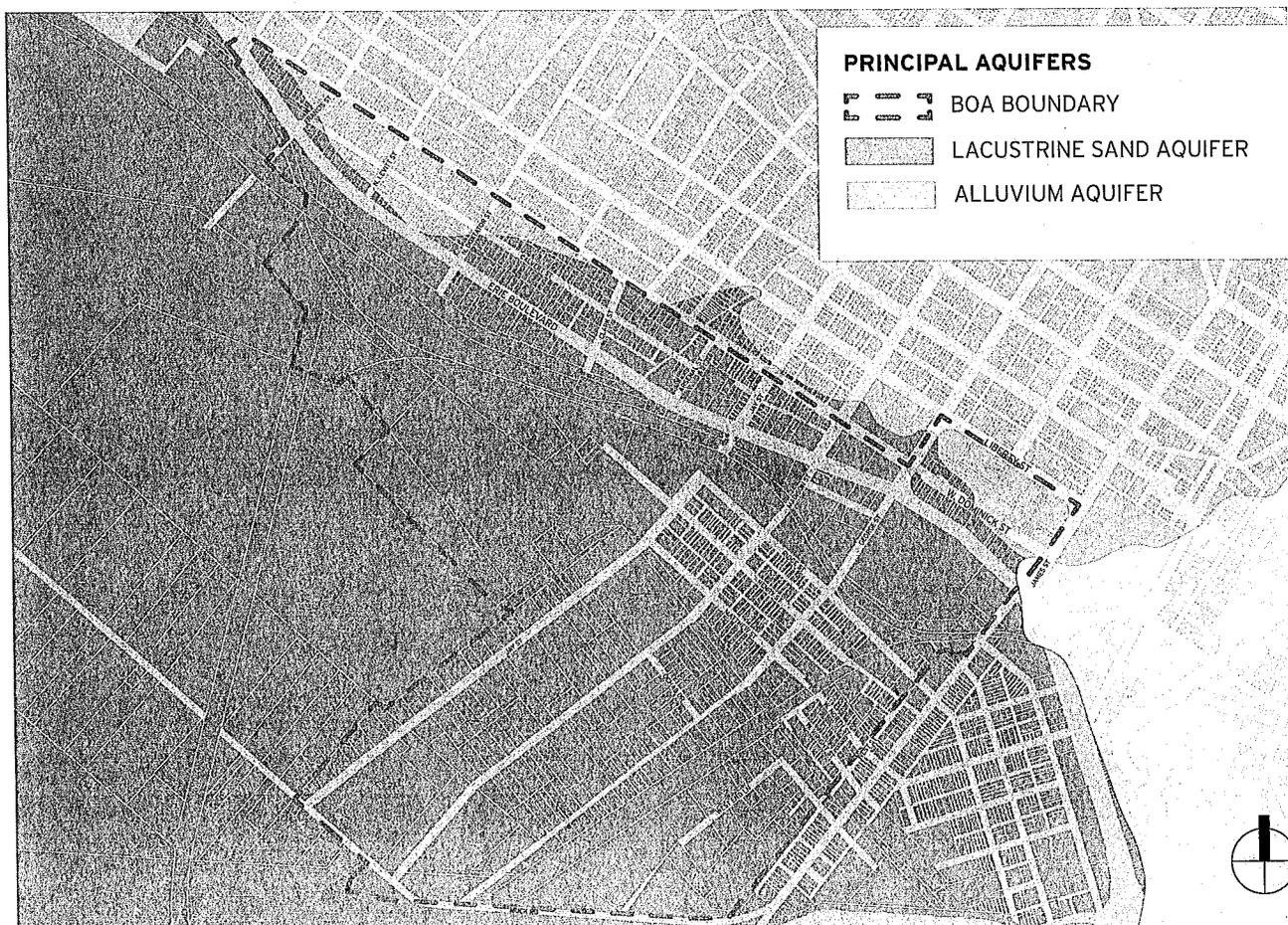
SOILS AND SURFACE GEOLOGY

Soil properties influence land development, including site selection, building and site design, construction, and maintenance. A total of 10 soil types exist within the BOA. Major soil types include Urban Land, Canandaigua Silt Loam, Carlisle Muck, and Alton-Urban Land Complex (0 to 3 percent slopes).

These ratings are not site-specific within the Rome BOA and do not specifically address the development potential of a given property. This information does not eliminate the need for on-site investigation of the soils or for testing and analysis by personnel experienced prior to development.

GROUNDWATER

The Erie Boulevard BOA underlies two NYS principal unconfined aquifers; one is alluvium and the other is lacustrine sand. These aquifers are "known to be highly productive or whose geology suggests abundant water supply, but not intensively used as sources of water supply by major municipal systems". As a result of the potential to utilize this aquifer for domestic water supplies, the NYS DEC may require additional permitting and mitigation measures to protect groundwater, potentially restricting development. For example, land uses that store potentially hazardous materials may be required to supply additional containment measures, or may be generally prohibited. All industrial and manufacturing development projects should closely coordinate with the NYS DEC to minimize impacts to project budgets and schedules.



TRANSPORTATION SYSTEMS

There is a range of transportation systems in the Erie Boulevard BOA including a street network, public transportation and railroads.

ROADWAYS

The Erie Boulevard BOA is comprised of a principal arterial, major collectors, and a minor arterial roadways. The principal arterial is Erie Boulevard which travels throughout the BOA from west to east. This five-lane roadway is a major travel route within the BOA and City of Rome. Major collectors include West Dominick Street, North George Street, and North Jay Street. North Madison Street is classified as a minor arterial.

TRAFFIC COUNTS

New York State also collects traffic data on major routes utilizing average annual daily traffic counts (AADT). Data within the BOA is limited to state-owned routes. According to this data, Erie Boulevard ranges from 21,067 to 27,086 AADT within the BOA. Traffic on West Dominick Street ranges from 2,556 to 4,046 AADT.

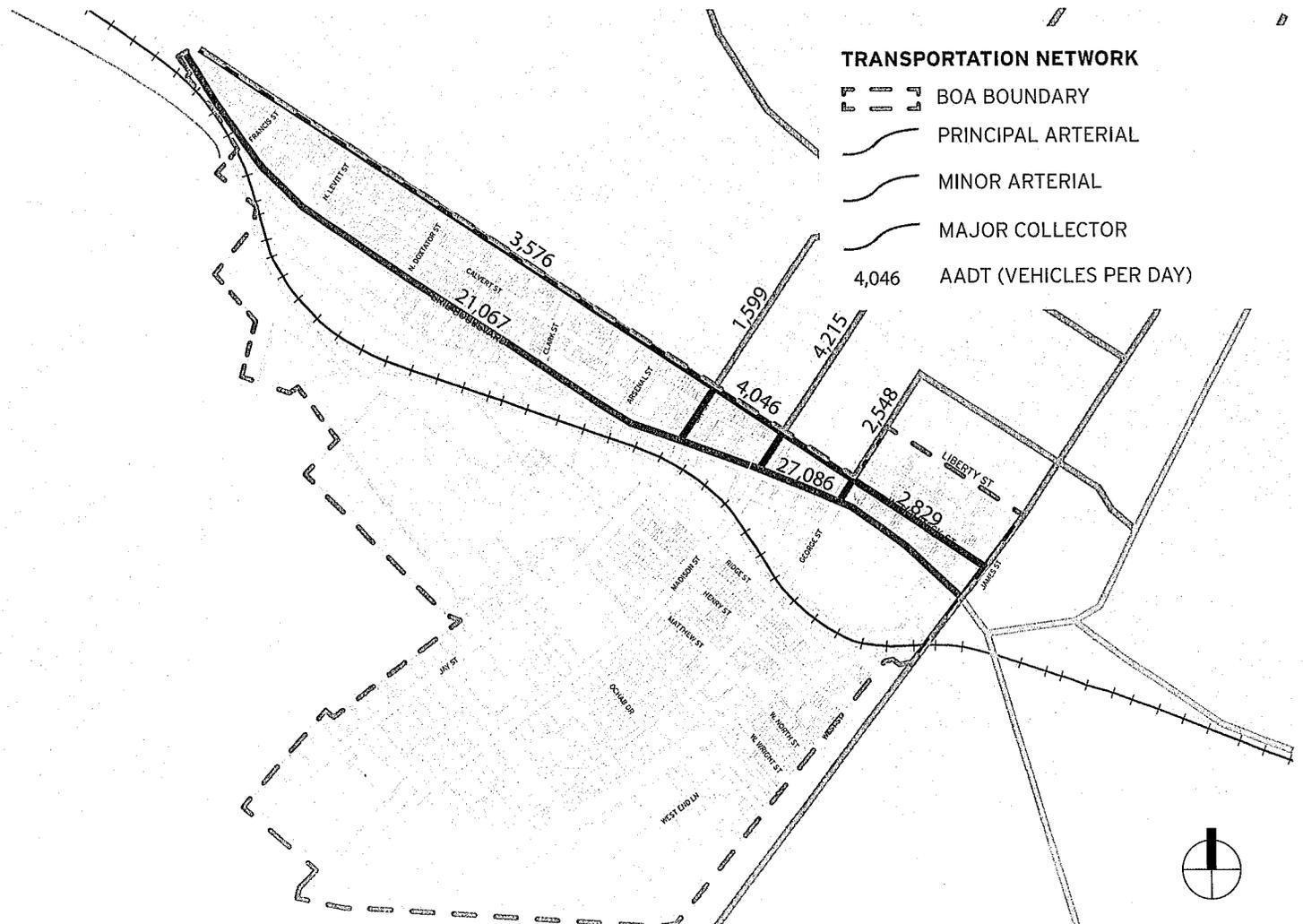
Roadway Classifications

The U.S. Federal Highway Administration (FHWA) classifies roadways into three categories based on speed of travel and level of accessibility.

Arterial Roads. These roads are designed for long-distance travel, with high rates of speed, and limited access from neighboring roads.

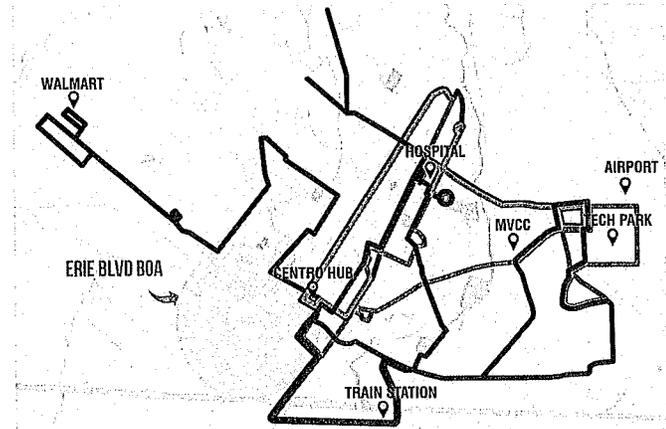
Collector Roads. These roads provide connections between arterial and local roads, with more access but lower speeds than arterial roads.

Local Roads. These roads are designed for high accessibility, and are low speed. Local roads are the most common type of road, followed by collector roads.



PUBLIC TRANSPORTATION

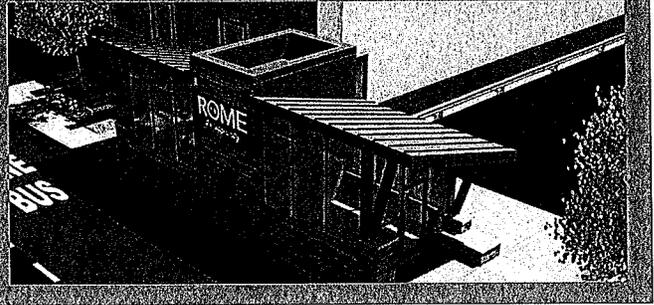
CENTRO's 237-bus fleet serves Onondaga, Oswego, Cayuga, and Oneida Counties, transporting 33,000 passengers on a daily basis. The City of Rome is served by six routes, all of which make stops in the Erie Boulevard BOA; however, these are generally confined to the downtown area. CENTRO's former hub was located at the Liberty George Parking Garage. Due to the structure being demolished, the hub was moved outside of the downtown, to the Rome Train Station.



ROME CENTRO BUS SHELTER

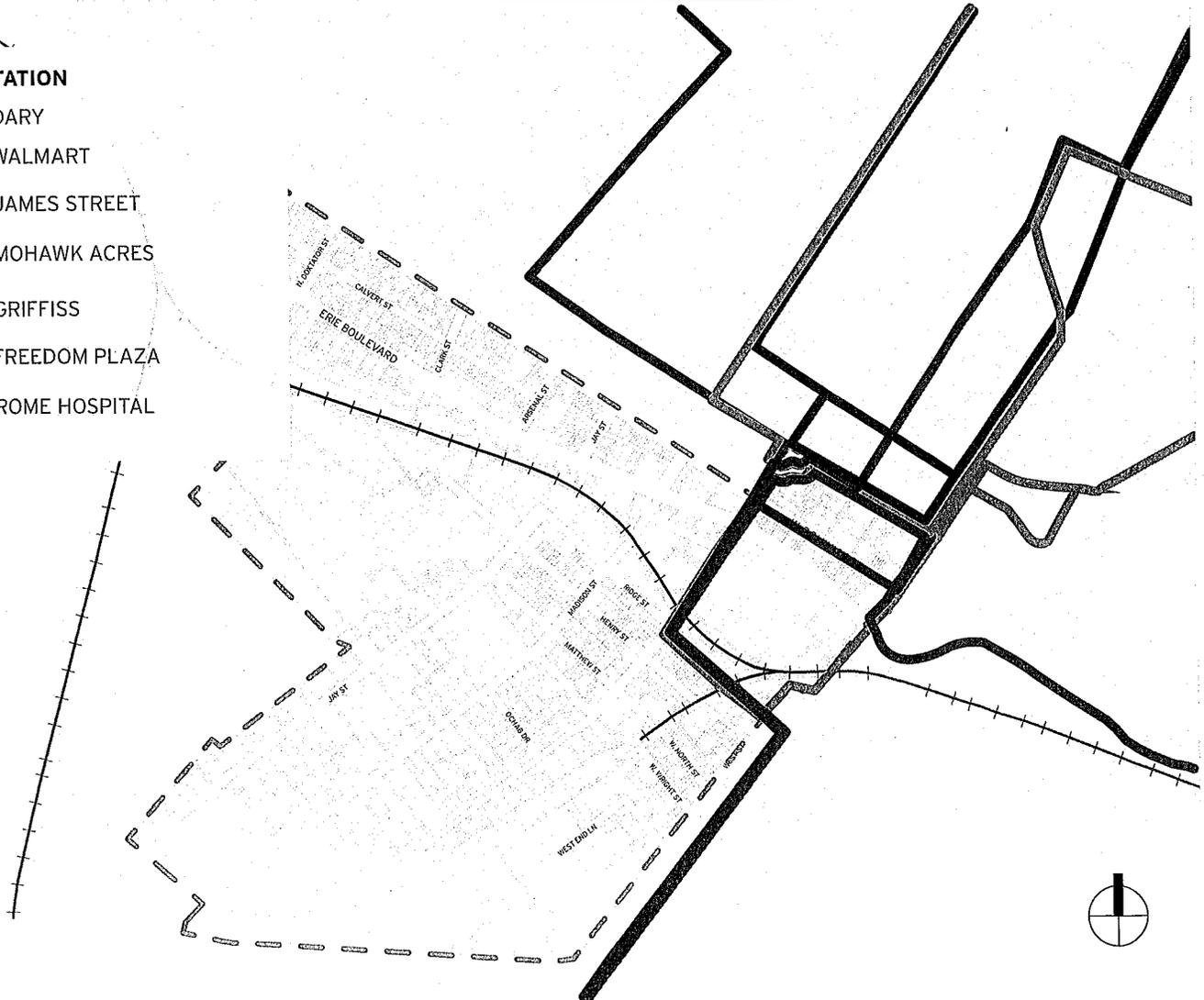
To enhance public transportation amenities within the City of Rome, a new CENTRO Bus Shelter will be built in Fall 2019. This bus shelter will be located on Liberty Street near Rome City Hall and will improve multi-modal options within the City and encourage additional public transportation usage.

Specifically, this 360-square foot shelter will provide a heated/cooled enclosed space and ticket kiosk for CENTRO bus riders. Combined with Liberty Street enhancements, this shelter will improve the public realm and provide a convenient transportation option for residents and visitors.



PUBLIC TRANSPORTATION

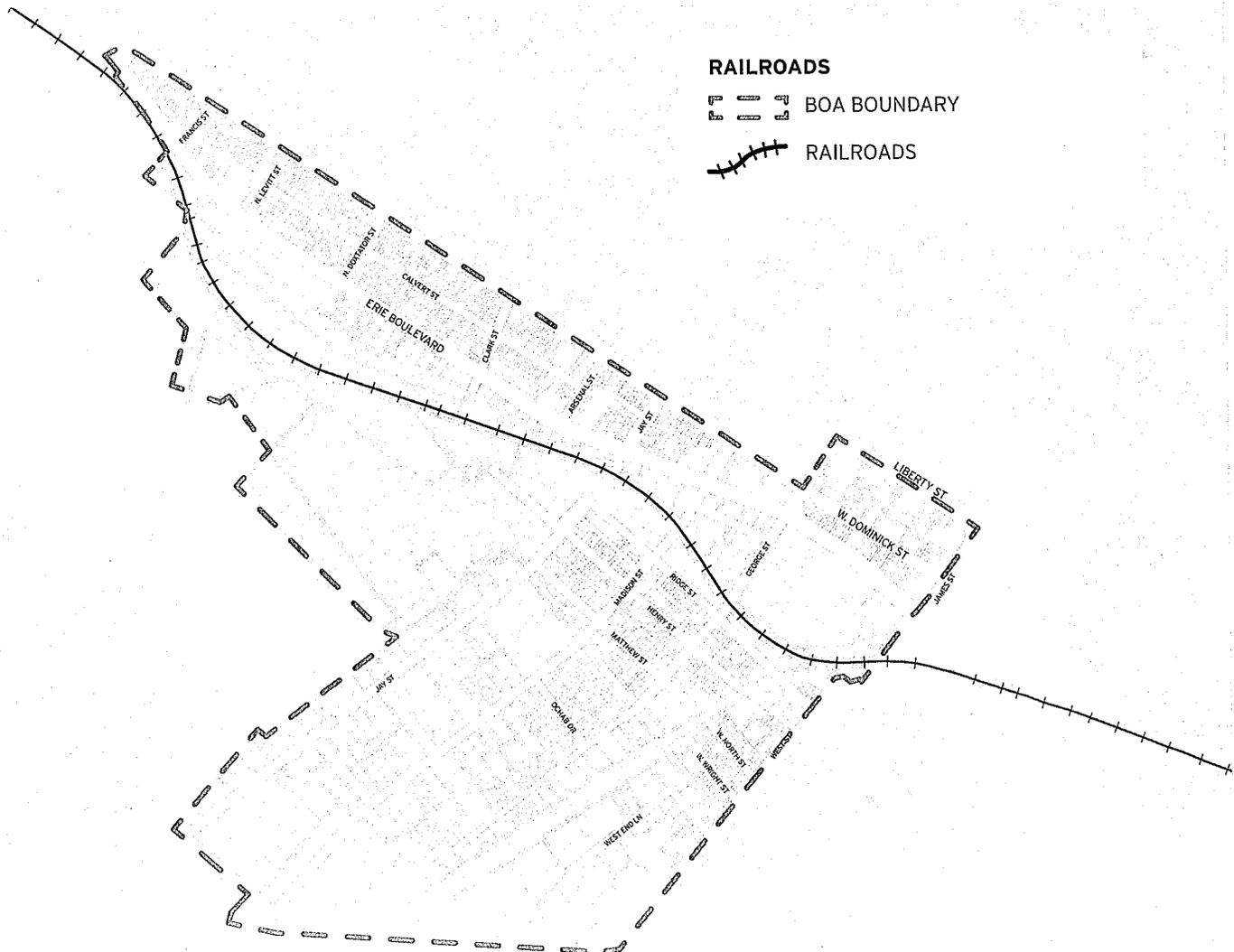
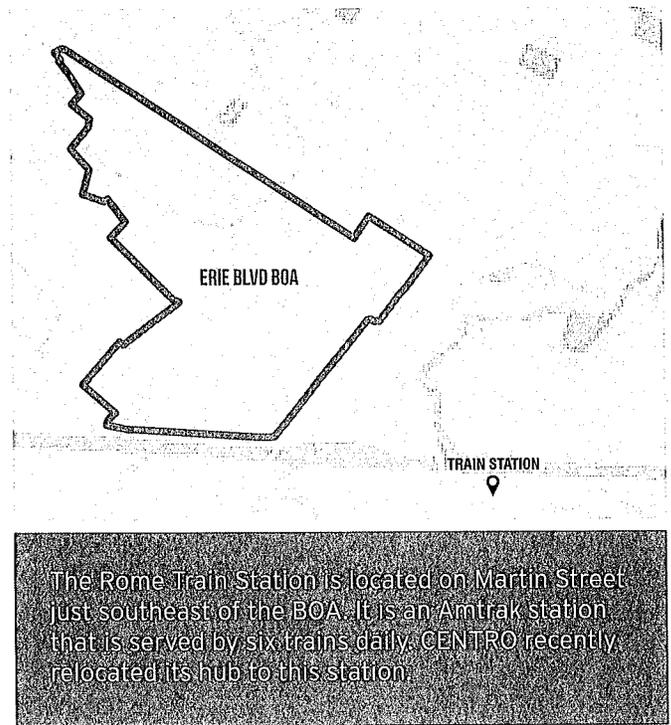
-  BOA BOUNDARY
-  ROUTE 2 - WALMART
-  ROUTE 4 - JAMES STREET
-  ROUTE 5 - MOHAWK ACRES
-  ROUTE 6 - GRIFFISS
-  ROUTE 7 - FREEDOM PLAZA
-  ROUTE 9 - ROME HOSPITAL



RAILROADS

Passenger rail service is provided by CSX rail through Amtrak on the Empire and Maple lines, linking Rome with major regional and international cities, including Toronto, Niagara Falls, Buffalo, Rochester, Syracuse, Albany, and New York City. The refurbished station is located on the south side of the Erie Canal, just outside of the BOA.

The Mohawk, Adirondack and Northern (MHA) short-line railroad operates within the Erie Boulevard BOA. This line serves the Mohawk Valley and Adirondack region with a northern branch that connects to Newton Falls, NY. This rail line serves two companies within the City, including American Alloy Steel and Sovena, both of which are located outside of the Erie Boulevard BOA. Since these are the only two companies served on this rail line, no rail cars currently traverse through the Erie Boulevard BOA, though future potential exists.



PEDESTRIAN AND BICYCLE NETWORK

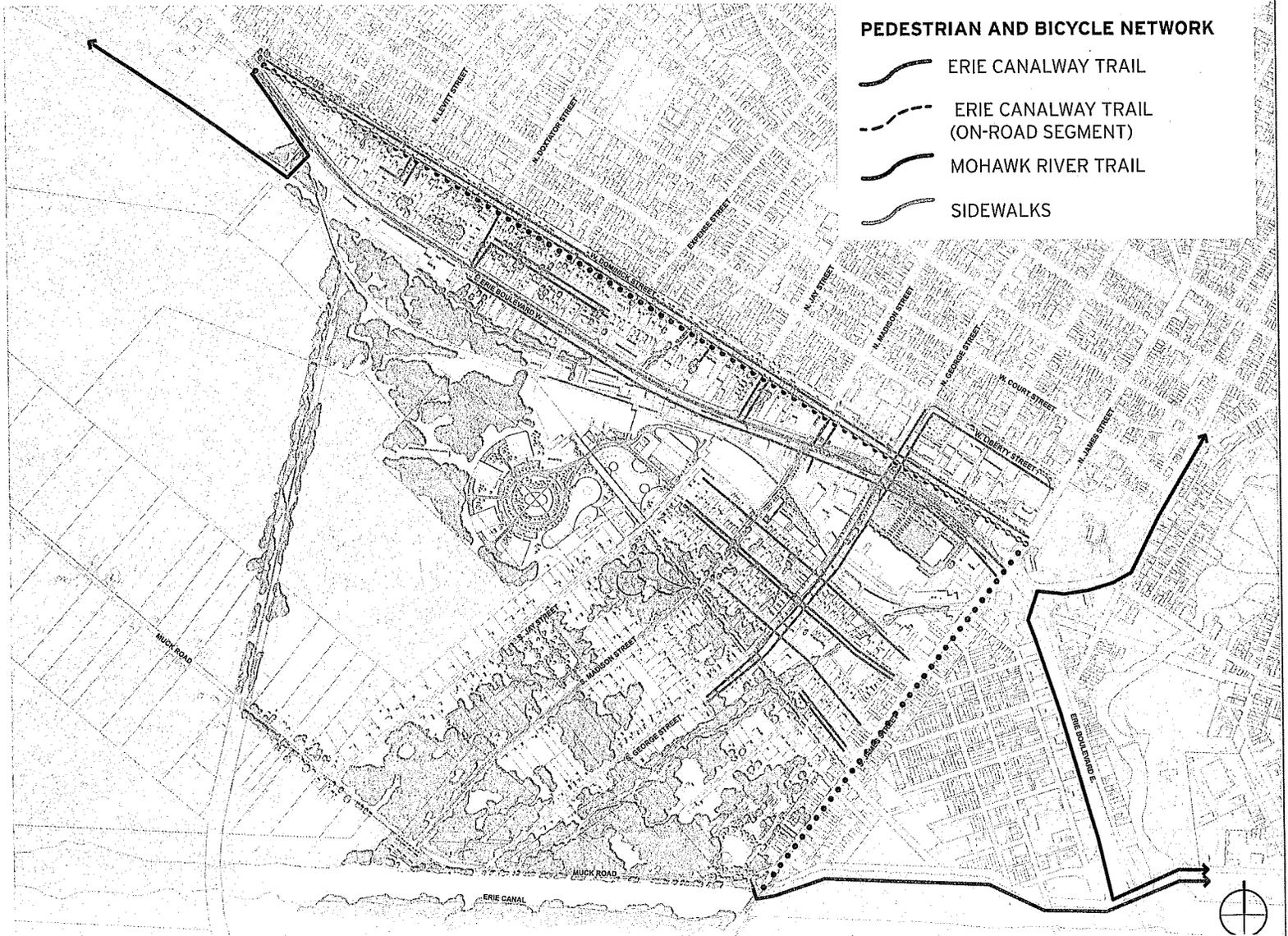
Pedestrian and bicycle connections are important to the quality of life for residents and ease of access for visitors. Pedestrian amenities, such as sidewalks, provide safety, mobility and an alternative mode of transportation.

The Erie Boulevard BOA contains sidewalks on the majority of the major roadways, including the downtown core; however, the existing sidewalks would benefit from repair and improvements. While some sidewalks within residential neighborhoods exist, there are areas that have missing connections or are in disrepair and in need of improvement.

MULTI-USE TRAILS

The City of Rome is developing a network of trailway systems to enhance the recreation experience for residents and visitors. Two multi-use trails within the City include the Mohawk River Trail and the Erie Canalway Trail. These trails are located just outside of the Erie Boulevard BOA. There are significant multi-use trail gaps within the BOA and lack of connections to the Erie Canal from the South Rome neighborhood and downtown Rome. For example, opportunities exist to enhance the pedestrian network on S. Madison and S. George Street to formalize these pathways.

Sidewalks are concentrated on the northern end of the Erie Boulevard BOA. South Rome neighborhood streets including Jay, Madison, and George Streets lack these sidewalk connections.



DOWNTOWN PARKING ANALYSIS

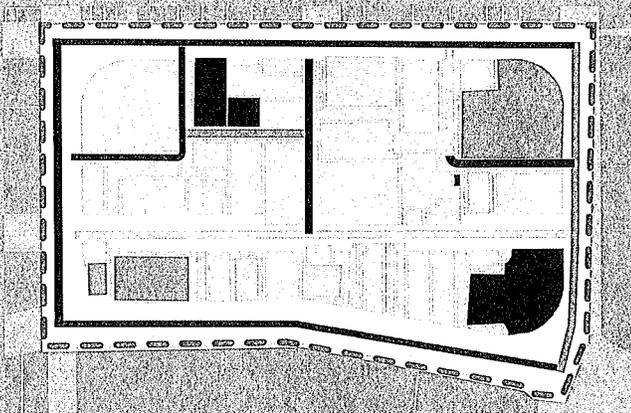
As part of the BOA process, a parking study was completed to document, analyze and address parking issues in Downtown Rome. The report will be utilized as part of a broader strategy for economic development, capitalizing on recent and planned investment in downtown. See Appendix A for the full study.

The study area boundaries consisted of W. Liberty Street, Erie Boulevard, N. James Street, and George Street. This analysis revealed similar trends and patterns to the overall downtown parking analysis. This specific area experiences higher utilization rates for on-street and off-street parking on the weekday as compared to the weekend.

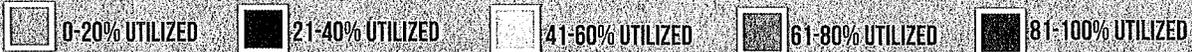
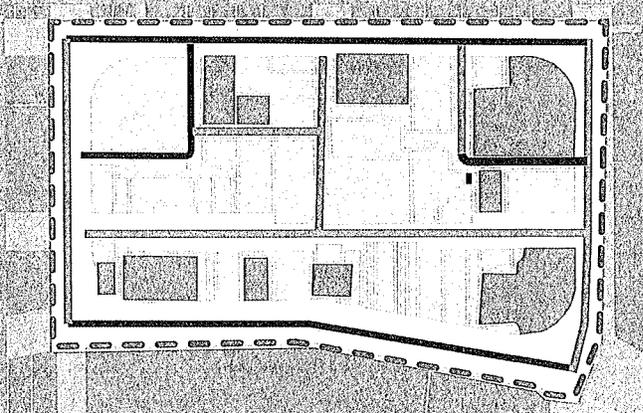
During the weekend, all on-street and the majority of off-street parking have very low utilization, ranging from 0 to 20% utilization. The Rome Mall Apartment lot is the only off-street parking lot with a higher utilization rate of 25%.

On- and off-street parking have varying utilization rates on weekdays. Off-street parking lots with a higher utilization rate on the weekdays include those shown in yellow and dark green. On-street parking areas with higher utilization include W. Dominick Street and Eikanberg Street.

AVERAGE WEEKDAY UTILIZATION

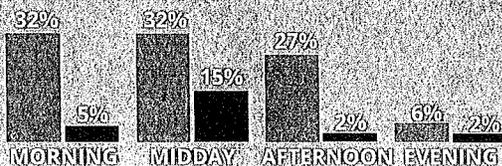


AVERAGE WEEKEND UTILIZATION



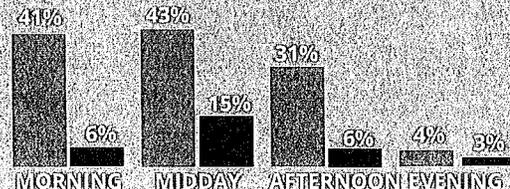
OFF-STREET UTILIZATION - PUBLIC

85% ————



OFF-STREET UTILIZATION - PRIVATE

85% ————



WEEKEND

WEEKDAY

INFRASTRUCTURE

To better understand development potentials within the BOA, it is important to assess the existing infrastructure available within the area including water supply, wastewater disposal, and storm water management.

SANITARY SEWER

The City of Rome operates a gravity sanitary sewer system which collects wastewater and delivers it to a treatment facility located on Wright Drive east of the City limits. While fluctuations in storm water infiltration between spring and summer vary the remaining capacity at the treatment plant, there is currently over one million gallons per day of excess capacity to service future development in the BOA. Sanitary sewer lines within the BOA contain numerous combined sanitary and storm sewers along all major roadways.

Stormwater Management

Stormwater management is critical within the City of Rome due to the presence of waterways, such as the Erie Canal, Wood Creek, and the Mohawk River. To reduce stormwater runoff from impervious surfaces into the waterways, the City should encourage green infrastructure practices within the Erie Boulevard BOA. Green infrastructure practices can include increased landscaping, increasing canopy cover, bioswales, rain gardens, permeable pavements, and green roofs.



WATER SUPPLY

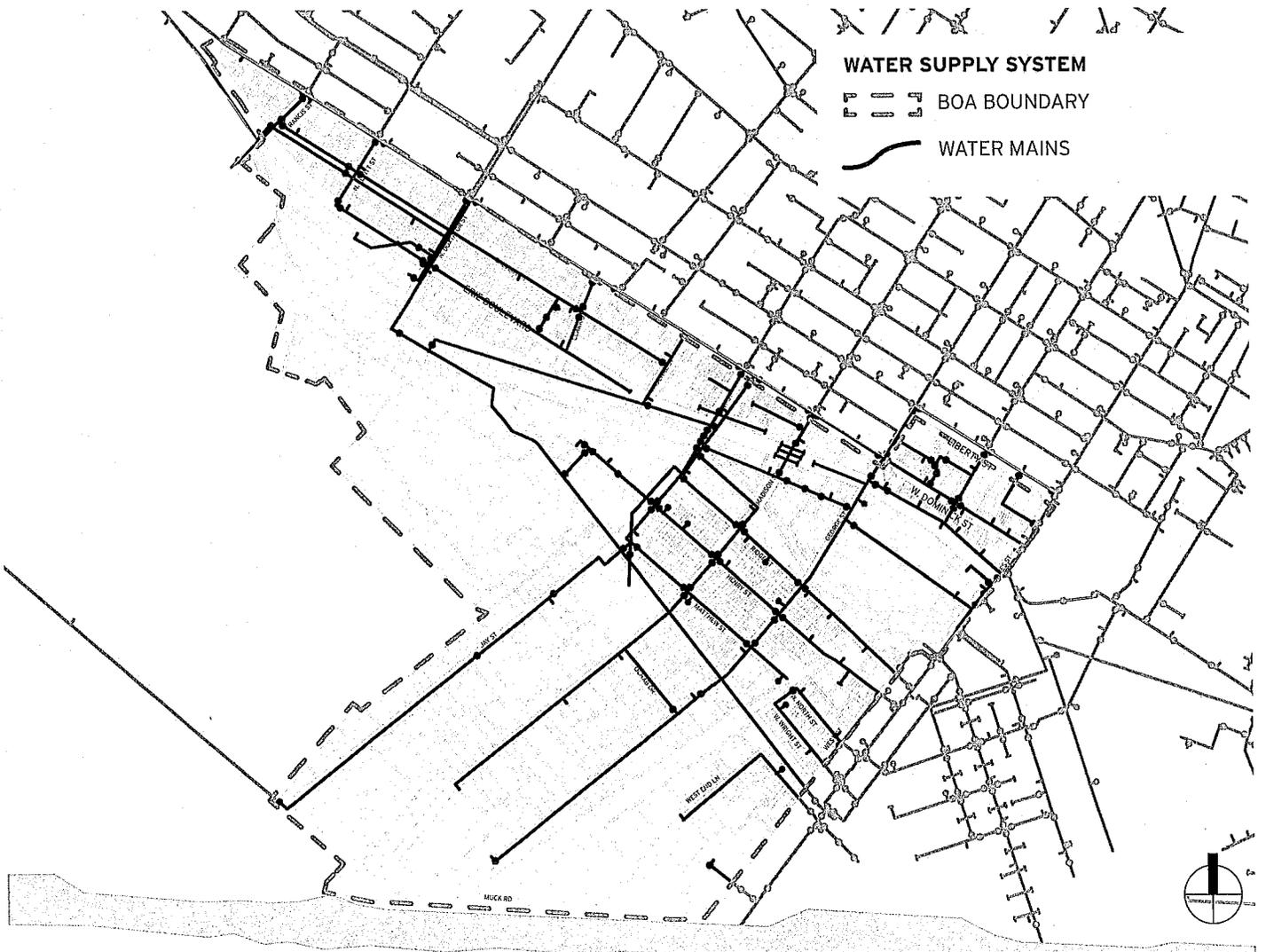
The current water supply is filtrated by the Rome Water Filtration Plant, just outside of the City in Lee, NY with a total capacity of 18 million gallons per day. This system provides adequate service to residents and businesses. The City's water supply originates from the Tug Hill area of Lewis County, 20 miles north of the City.

This system is capable of providing adequate pressures to the Erie Boulevard BOA. The current system supplies an average of approximately 8 million gallons per day to about 35,000 people in the City. The system has adequate remaining supply to support future development within the BOA.

Rome's Water Filtration

In early 2015, the City of Rome rehabilitated the outdated Water Filtration Plant. This \$5.2 million project included a rehabilitation of nine filtration units, added a new filter backwash procedure, repainted filter tanks, and improved filter access for workers.

These rehabilitated filters exceed performance goals and have resulted in reduced maintenance and increased longevity of the filter system.



ENVIRONMENTAL JUSTICE AREAS

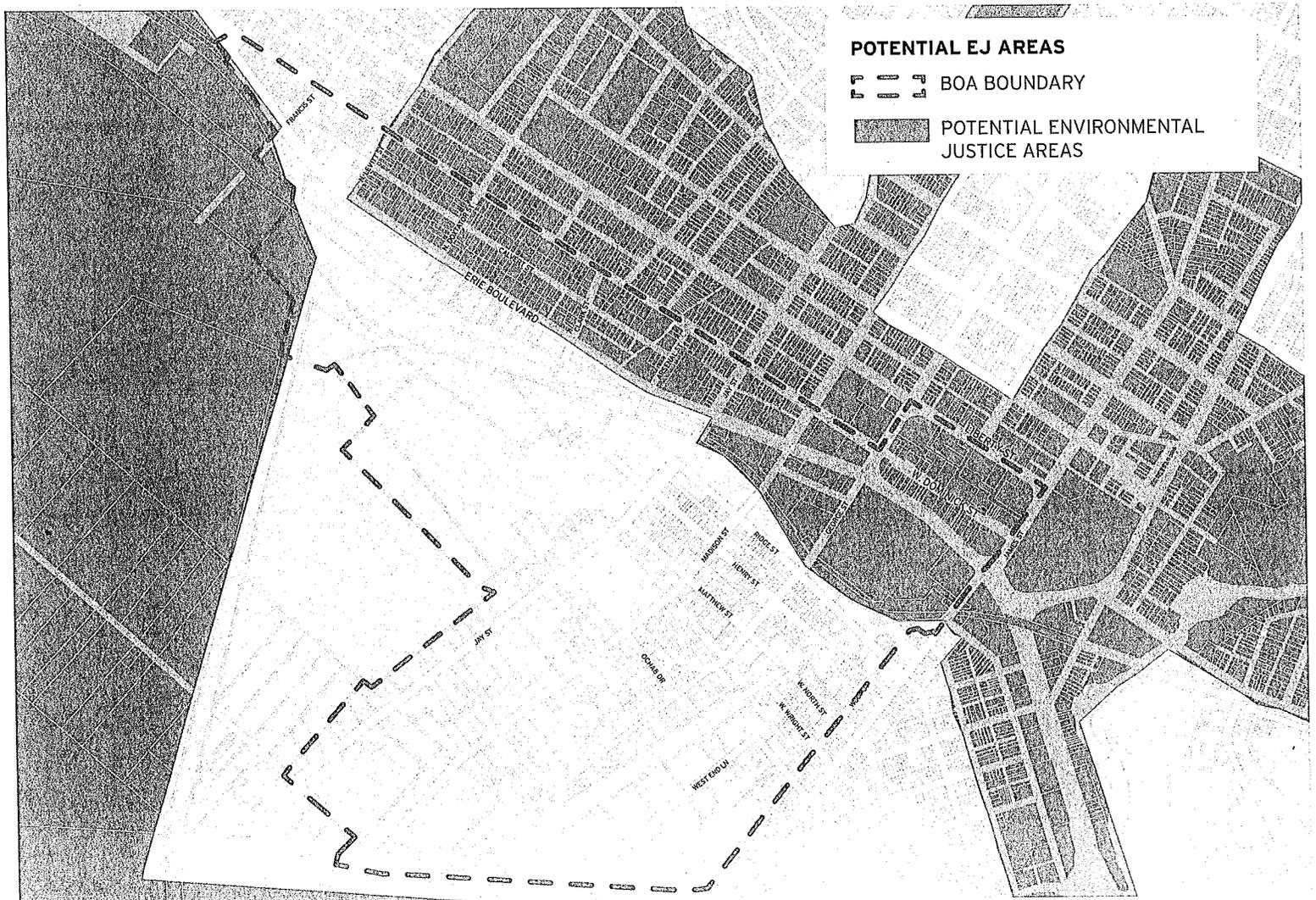
Environmental justice is the fair and meaningful treatment of all people, regardless of race, income, national origin of color, with respect to the development, implementation, and enforcement of environmental laws, regulations and policies. In some instances, residents can be disproportionately impacted by environmental factors, including potential brownfields and contaminated sites.

Potential environmental justice areas exist in the City of Rome and the Erie Boulevard BOA. These areas are located in the northern portion of the Erie Boulevard BOA within downtown and in the neighborhoods along West Dominick Street. These areas indicate that the residents within these areas may not have the same degree of protection from environmental and health hazards as populations outside of the environmental justice area.

ENVIRONMENTAL JUSTICE AREAS

Potential Environmental Justice (EJ) areas are U.S. Census block groups of 250 to 500 households that have populations that exceed at least one of the following statistical thresholds:

1. At least 51.1% of the population in an urban area are of minority groups
2. At least 33.8% of the population in a rural area are members of minority groups
3. At least 23.59% of the population has a household income below the federal poverty level



ECONOMIC AND MARKET ANALYSIS

An economic and market analysis was conducted for the Erie Boulevard BOA and considered the residential, retail, office and industrial markets to identify key trends and opportunities in the BOA and City. The full analysis is included as Appendix B.

RESIDENTIAL

The residential market analysis compares existing conditions and projected trends in residential development in the BOA, City of Rome, and County. This analysis will help to identify potential development types that will serve currently unmet needs in the City of Rome area, as well as be feasible under current real estate market conditions.

RESIDENTIAL VALUE & MARKET TRENDS

The housing market in the Rome area has remained stable, but has not appreciated greatly in value over the last decade. Median home values in Oneida County exceed home values in the BOA by nearly \$51,000, while the difference between the BOA and the City of Rome is nearly \$30,000.

Homes values in the County exceed those in the City and the BOA, rendering Rome an affordable location to buy a home compared to the rest of the region. Nearly a third of all owner-occupied housing units are valued at \$50,000 or less in the BOA. The same value segment totals 14% in the city and 11% in the County. The largest portion of houses, just over half, are valued between \$50,000 and \$100,000 in the BOA. This segment is also the largest in the City, while the next highest value segment, \$100,000-\$200,000 accounts for the largest portion of owner-occupied homes in the County.

DEMAND OUTLOOK

While the City of Rome's population is projected to decline slightly based on current trends, there is an opportunity to capitalize on a mismatch between the current housing availability and current demand. There is also an opportunity to capture future regional growth, especially workers at existing and new businesses at Griffiss Technology Park and future workers at the Marcy Nanocenter site.

Additionally, the population age 65+ is expected to increase by 10% over the next five years. The largest increase will be in the age 70-74 cohort followed by the age 65-69 range. There is both current unmet demand, and future demand for age 55+ housing including quality apartment units that are walkable to shops and amenities, as well as independent living facilities. There has been an increase in demand for age-restricted housing in local communities.

**RESIDENTIAL DEMAND
KEY FINDINGS**

- + Housing is affordable, but quality is lacking
- + There is future demand for modernized housing, especially downtown
- + Mid- to upper-scale apartments will have the greatest demand for housing
- + New entertainment options are needed downtown to support the residential market
- + An aging population will require accommodations for 55+ housing

RETAIL TRENDS

The retail market analysis provides insight into the local retail market and can help to identify whether the needs of local consumers within or in close proximity to the BOA are being met by existing businesses.

RETAIL INVENTORY

The BOA's 813,159 square feet of retail space makes up just over 20% of total retail space in the Greater Rome region. Of the 186,655 vacant square feet of retail space in Greater Rome, about 14% of that space is found in the BOA. The vacancy rate in Greater Rome, 4.8%, is slightly higher than the BOA's, sitting at 3.1%. The BOA's average rate, \$9.60/SF, slightly exceeds the average rate of Greater Rome, which totals \$9.35/SF.

RETAIL POTENTIAL ANALYSIS

The retail spending gap in the Local Trade Area and the City of Rome are compared with the retail categories that have sales leakage to the average sales of similar businesses in Upstate New York. This analysis identifies industries with sales leakage that have enough unmet demand to warrant opening a new store or expanding existing stores. Identified businesses could be supported in the trade area, assuming:

1. 25% of the sales leakage is recaptured (this is typical among various retail categories), and
2. New businesses have sales comparable to the average sales of all Upstate New York businesses in the same retail category.

In Rome, out of the thirteen retail categories that display leakage, ten could potentially be supported based on spending in these categories in Upstate New York. These types of retail stores include electronic and appliance stores, full-service restaurants, clothing stores, specialty food stores, jewelry stores, home furnishing stores, other miscellaneous stores, shoe stores, used merchandise stores, and lawn and garden equipment stores.

RETAIL TRENDS KEY FINDINGS

- + Rome's retail market has been relatively flat over the years
- + Young families and seniors may be an opportunity for select retail development
- + A number of businesses could be supported in the City of Rome, such as electronic stores, clothing stores, full-services restaurants, home furnishing stores, health and personal care stores, etc.
- + Mixed-use style retail has the greatest potential and feasibility in the City

OFFICE TRENDS

Overall office trends in the City of Rome were analyzed to provide insight in to the potential for additional office space in the Erie Boulevard BOA.

OFFICE SUPPLY

There has not been any office development in the BOA in at least the past nine years. The average age of the office space buildings in the BOA is 43 years old. Nearly all of the office space is the lowest quality, Class C space which comprises 93% of the BOA's office space. The largest office building is on West Dominick Street and features 36,000 square feet of Class C office space home to Oneida County offices.

Class A makes up about 123,000 square feet of all inventory or about 1.5% of the total square footage. Class B space comprises about 650,000 square feet of the office inventory (45%) while the lower quality Class C space accounts for 810,000 square feet (55%). At the regional level, office space is skewed more towards higher quality space with Class B space making up 64% of the county's office inventory compared to 34% of the inventory falling into the Class C category.

OFFICE DEMAND

Demand for office space is projected to be very weak. In fact, based on employment projections of office-utilizing occupations, there will be a net decrease in office occupancy in both Oneida County and the immediate Rome area. Oneida County is projected to lose approximately 436 office-utilizing jobs over 10-years, representing an annual negative net absorption of over 8,000 square feet of office space.

Despite the overall negative projection, some specific office-utilizing occupations will see growth led by health-care and social service occupations. There may be demand for new office space if the existing and future vacant office space is insufficient to meet the demands of these groups. Typically, health care and medical professions prefer new and modern facilities so it is reasonable to believe that this type of office space could potentially be supported in the future.

MEDICAL OFFICE SPACE

In the Greater Rome Market there are 19 medical office buildings representing nearly 250,000 square feet according to CoStar data. Current vacancy is only 3.8% or 9,500 square feet. Despite the relatively low vacancy rate, there has been no new medical office space built in the market in the past ten years. Medical office space at the County level shows a similar pattern with the inventory remaining relatively flat. Currently, the County has about 45,000 square feet of vacant medical office space on the market representing a vacancy rate of 4.4%. The vacancy rate saw a significant decrease in 2015 after being in the double digits from 2012 through 2014.

Future demand for medical office space can be projected based on employment growth in the healthcare industry. Nursing care facilities will see the greatest growth with 37 new jobs followed by continuing care retirement communities and assisted living facilities for the elderly.

OFFICE TRENDS KEY FINDINGS

- + Existing office space in Rome is older in age and in need of modernization
- + The overall office market outlook in Rome is weak
- + Potential exists for specialized office space appears to have market feasibility in Rome ; market office space and short-term office space

INDUSTRIAL AND FLEX SPACE TRENDS

Industrial and flex space trends were analyzed to determine potential growth in this market segment in the City of Rome and the Erie Boulevard BOA.

INDUSTRIAL DEMAND

Future industrial demand for industrial and flex space can be better understood by looking at employment projections within the industry sectors likely to utilize this space. The most growth is expected in Transit and Ground Passenger Transportation, which will expand by 130 jobs over the next 10 years. There will also be demand for manufacturing space with Electrical Equipment, Appliance, and Component Manufacturing expected to grow by 109 jobs and Food Manufacturing predicted to grow by 55 jobs. Utilities, Computer and Electronic Product Manufacturing, Wood Product Manufacturing and Apparel Manufacturing are also expected to grow.

FLEX SPACE DEMAND

Flex buildings are defined as a type of building(s) designed to be versatile, which may be used in combination with office (corporate headquarters), research and development, quasi-retail sales, and including but not limited to industrial, warehouse, and distribution uses. At least half of the rentable area of the building must be used as office space. Flex buildings typically have ceiling heights under 18', with light industrial zoning. Flex buildings have also been called Incubator, Tech and Showroom buildings in markets throughout the country. The data for flex space discussed in this section is not included in the industrial data section.

Oneida County has 170 Flex buildings constituting a combined total of 2.4 million square feet. The greater Rome area has 37 flex buildings constituting a combined total of 665,897 square feet. The average vacancy rates over the past five years have been about 3.4% and 1%, respectively.

INDUSTRIAL AND FLEX TRENDS KEY FINDINGS

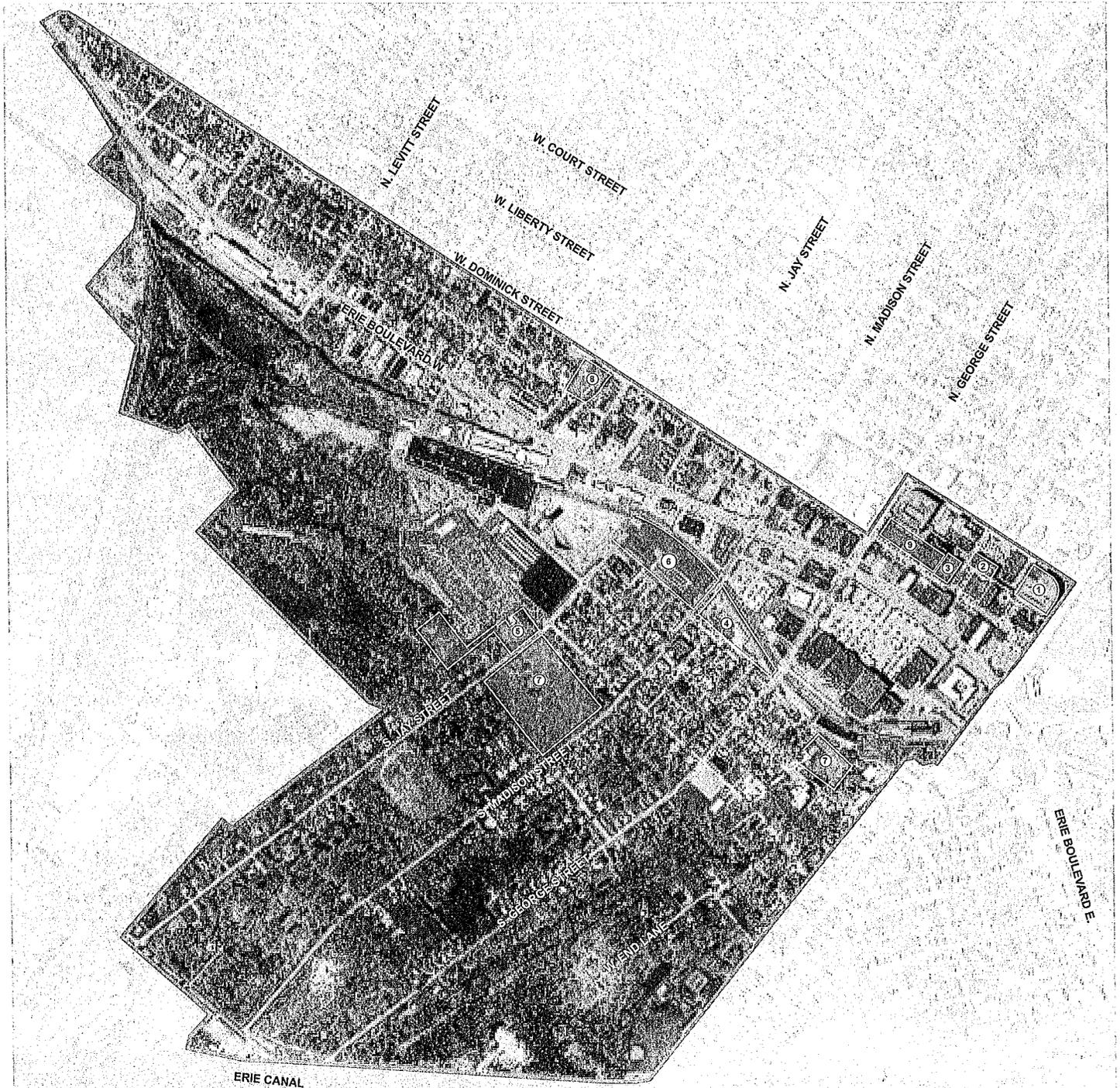
- + There is currently an excess of industrial property on the
- + Demand for industrial space has been weak
- + Flex space is in short supply
- + Regional industrial growth is expected in Transit and Ground Passenger Transportation, which includes chartered bus, school bus, and interurban bus transportation services.

KEY BUILDING INVENTORY

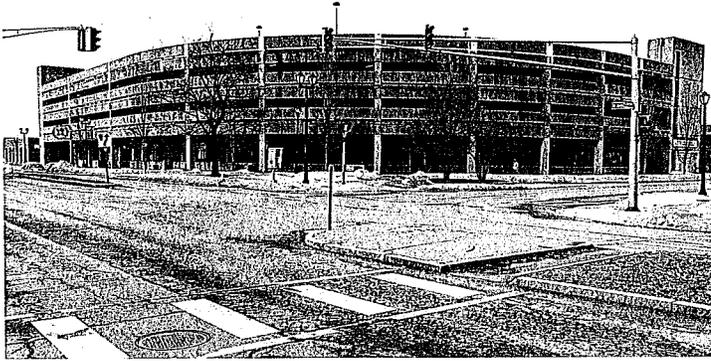
Building information was compiled for key sites throughout the Erie Boulevard BOA. Key sites and buildings are defined as those that may be historic or are a significant site that their use or reuse could positively impact revitalization efforts in the City and Erie Boulevard BOA. Nine key buildings were identified in the study area. These buildings and their characteristics are provided below.

KEY BUILDING INVENTORY

- | | | |
|---------------------------|---------------------------|------------------------------------|
| ① LIBERTY/JAMES GARAGE | ④ 328 RIDGE STREET | ⑦ FORMER STORAGE SPACE |
| ② ROME CITY HALL | ⑤ FORMER PAR TECHNOLOGIES | ⑧ W. DOMINICK STREET STORE |
| ③ CAPITOL THEATRE COMPLEX | ⑥ OWL WIRE & CABLE CO | ⑨ W. DOMINICK STREET ROW BUILDINGS |



BUILDING #1 - LIBERTY/JAMES GARAGE



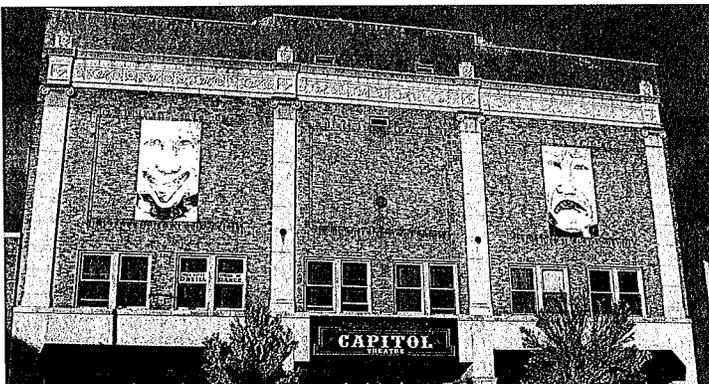
- Address - 0 N. James Street
- Ownership - City of Rome
- Current Use - Parking Garage / Offices
- Original Use - Parking Garage
- Building Size (approx SF) - 200,000
- Condition - Good
- Reuse Potential - Aesthetic Enhancements

BUILDING #2 - ROME CITY HALL



- Address - 198 N. Washington Street
- Ownership - City of Rome
- Current Use - Government Offices
- Original Use - Government Offices
- Building Footprint (approx SF) - 45,000
- Condition - Good
- Reuse Potential - Aesthetic and Open Space Enhancements

BUILDING #3 - CAPITOL THEATRE COMPLEX



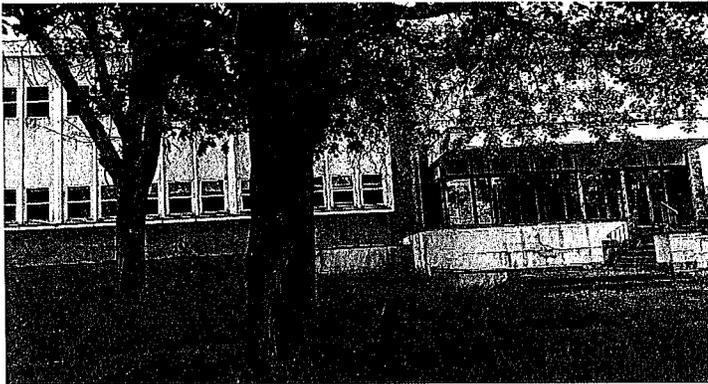
- Address - 218-224 W. Dominick Street
- Ownership - Capitol Civic Center Complex
- Current Use - Theatre / Studio Space / Retail
- Original Use - Theatre / Retail
- Building Size (approx SF) - 40,000 (total)
- Condition - Good
- Reuse Potential - Theatre Expansion and Aesthetic Enhancements

BUILDING #4 - 328 RIDGE STREET



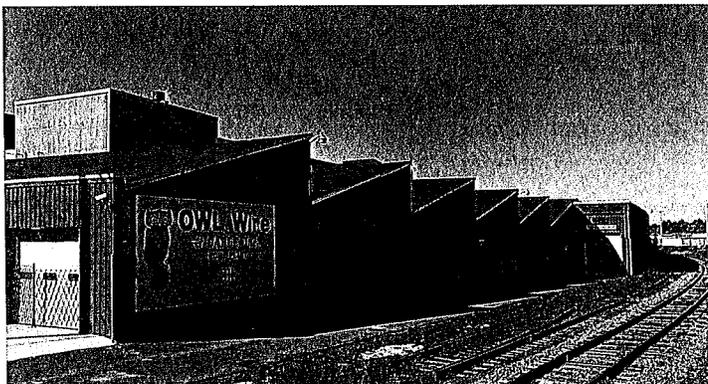
- Address - 328 Ridge Street
- Ownership - Cityscape Property Services
- Current Use - Industrial Use
- Original Use - N/A
- Building Size (approx SF) - 100,000
- Condition - Poor
- Reuse Potential - Infill Development

BUILDING #5 - FORMER PAR TECHNOLOGIES



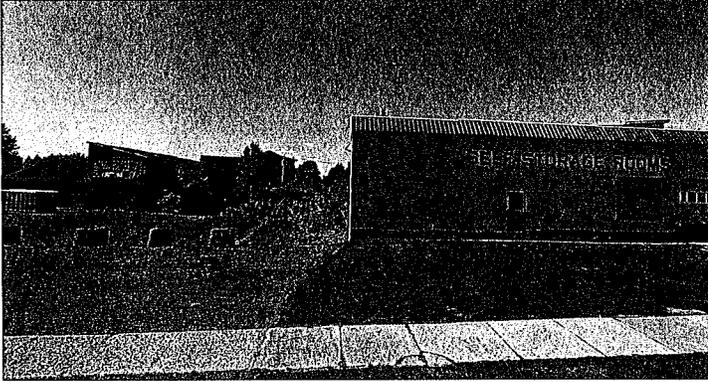
- Address - 0 S. Jay Street
- Ownership - 1 CLA Commercial NY LLC
- Current Use - Vacant
- Original Use - Light Industrial
- Building Size (approx SF) -
- Condition - Fair
- Reuse Potential - Flex Space / Infill Development / Office Space

BUILDING #6 - OWL WIRE & CABLE CO



- Address - 220 S. Madison Street
- Ownership - Oneida County IDA
- Current Use - Light Industrial
- Original Use - Light Industrial
- Building Footprint (approx SF) - 300,000
- Condition - Fair
- Reuse Potential - Building Renovation and Modernization

BUILDING #7 - FORMER STORAGE SPACE



- Address - 119 and 203 Ridge Street
- Ownership - 119 Ridge Realty
- Current Use - Vacant Storage
- Original Use - N/A
- Building Size (approx SF) -
 - Building 1 - 17,000
 - Building 2 - 5,000
- Condition - Fair/Poor
- Reuse Potential - Infill Development

BUILDING #8 - W. DOMINICK STREET STORE



- Address - 601 W. Dominick Street
- Ownership - Kirk Spencer
- Current Use - Convenience Store
- Original Use - Brewery
- Building Footprint (approx SF) - 15,000
- Condition - Fair
- Reuse Potential - Mixed-Use Redevelopment

BUILDING #9 - W. DOMINICK STREET ROW BUILDINGS



- Address - 242-268 W. Dominick Street
- Ownership - 242 W. Dominick Equities, Rome Memorial Properties, 266 West Dominick Street LLC
- Current Use - Commercial use (varies)
- Original Use - Varies
- Building Footprint (approx SF) - 30,000
- Condition - Fair
- Reuse Potential - Commercial Redevelopment (varies)

BROWNFIELD, ABANDONED AND VACANT SITES

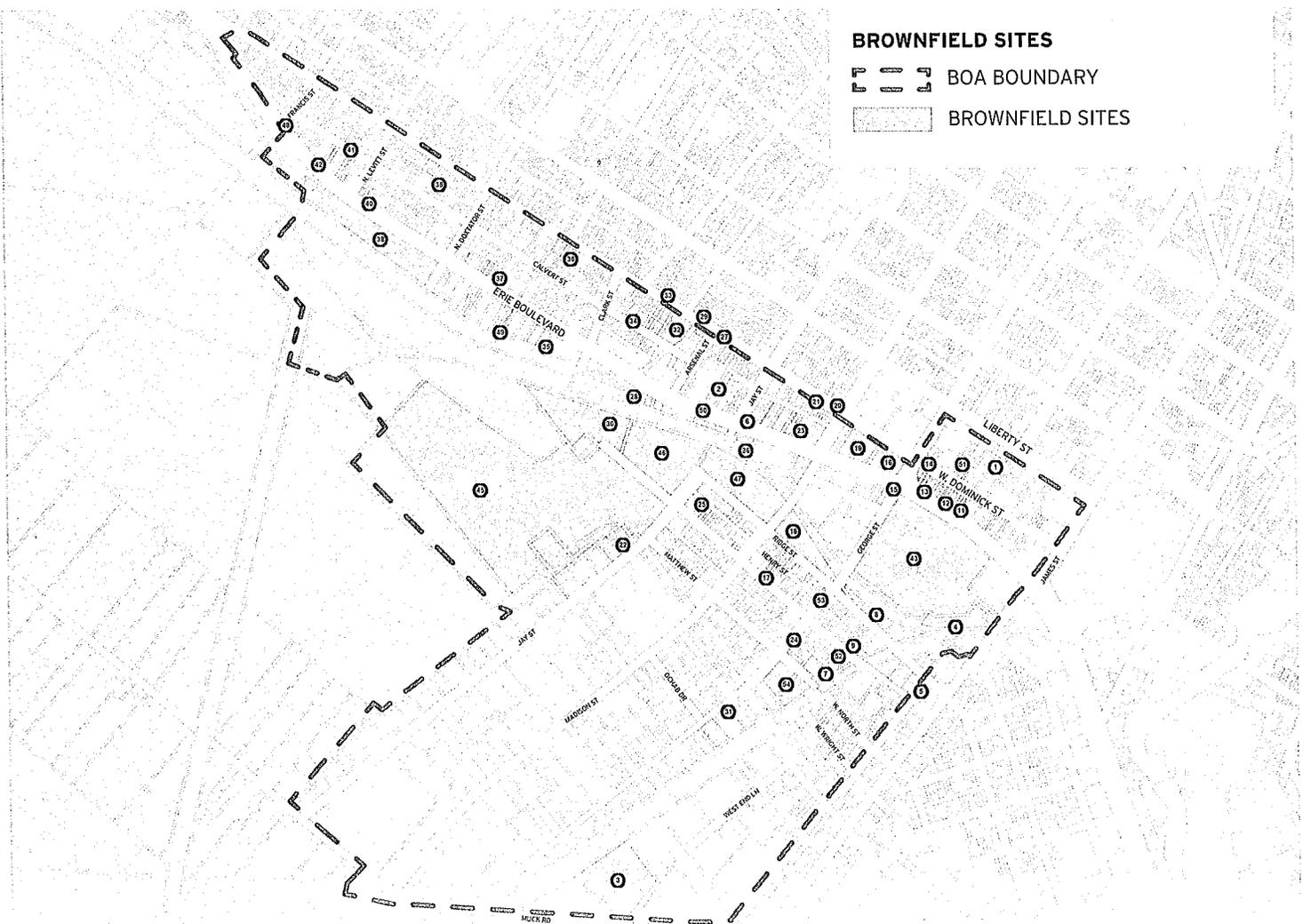
A primary objective of the NYS BOA Program is to identify sites that have been negatively impacted by the presence, or perceived presence, of environmental contaminants. This section provides an assessment of the BOA to understand which sites within the study area have been impacted by environmental contamination and their revitalization potential.

BROWNFIELD SITES

Brownfields are often commercial or industrial properties where mismanagement or improper handling of hazardous chemicals may have jeopardized the environmental integrity and/or public health of the surrounding community. In order to better understand the environmental conditions and impacts within the BOA, facility and site information, maintained at the local, state and the federal level, was reviewed to identify preliminary site conditions. Information was obtained from the NYS Environmental Remediation Databases.

Sites listed in any of the five databases often warrant further attention because of historic contamination at the site, or because the nature of the facility has the potential for environmental contamination is greatly increased. Other sites may also be included due to site conditions and suspected contamination.

All relevant brownfield sites are presented in the summary table. Full descriptive profiles of each site is attached as Appendix C.



BROWNFIELD SITES SUMMARY TABLE

	ADDRESS	OWNERSHIP	ENVIRONMENTAL CONCERN
1	137-141 N. Washington	Verizon New York Inc	Potential VOC and SVOC contamination, asbestos and lead containing material
2	511 Arsenal Place	Gordon and Denise Holley	Potential VOC and SVOC, asbestos and lead containing material
3	0 Muck Road	Roy Campanero	Potential VOC and SVOC contamination
4	109 John Street and 218 S. James Street	DWS Dynasty Trust and Robert Austin Schwartz	Potential SVOC contamination and asbestos and lead containing material
5	111 Ridge Street	Transfiguration Church	Potential VOC and SVOC, asbestos and lead containing material
6	121 S. Jay Street	Jymar, Inc.	Potential VOC and SVOC, asbestos and lead containing material
7	200 Matthew Street	Baum's Castorine Co.	Potential VOC and SVOC, asbestos and lead containing material
8	200-220 Ridge Street and 229 S. George Street	James and Terry O'Brien; Skate-A-While, Inc., And Gene Tamburrino	Potential VOC and SVOC, asbestos and lead containing material
9	202 Henry Street	Joseph and Laura Fusco	Potential asbestos and lead containing material
10	752 Erie Boulevard West and 209-211 S. Doxtator Street	Light's Rental Properties, LLC	Potential VOC and SVOC, asbestos and lead containing material
11	213-223 W. Dominick Street	Rome Urban Renewal	Confirmed lead, mercury and arsenic contamination
12	227-235 W. Dominick Street	Ridge Street Warehouse and John Bear, LLC	Elevated levels of lead, mercury, and arsenic, potential asbestos and lead containing material
13	239-257 W. Dominick Street	City of Rome	Potential VOC and SVOC contamination
14	265 W. Dominick Street	Engelbert Jewelers	Potential VOC and SVOC contamination due to unknown status of former UST, and asbestos and lead containing material
15	301 Erie Boulevard West	409 Erie Boulevard Corporation and 411 Erie Boulevard	Potential asbestos and lead containing material
16	301 W. Dominick Street	County of Oneida	Potential VOC and SVOC, asbestos and lead containing material
17	324-326 Henry Street	Lizette Rodriguez	Impacted soil may be present on site, as well as asbestos and lead containing material
18	328 Ridge Street	Cityscape Property Services	Impacted soil may be present on site, as well as asbestos and lead containing material
19	333 W. Dominick Street	Rome Sentinel Co.	Potential asbestos and lead containing material
20	401 W. Dominick Street	Nieve Nunez, Hilaria Soto	Potential VOC and PAH contamination, as well as asbestos and lead containing material
21	401 1/2 W. Dominick Street and W. Dominick Street	Nieve Nunez, Hilaria Soto and the City of Rome	Elevated levels of tetrachloroethene were discovered on adjacent property
22	402-406 Jay Street	South Jay Street	Potential VOC and SVOC, asbestos and lead containing material
23	410-422 Erie Boulevard West and 106-110 S. Madison Street	Polka Dot Village , Niagara Mohawk Power Corp., And BK106 Venture, LLC	Chlorinated VOC impacted soil and groundwater were detected at 410 Erie Boulevard
24	415 S. George Street	Rome Polish Home, Inc.	Potential VOC and SVOC contamination

	ADDRESS	OWNERSHIP	ENVIRONMENTAL CONCERN
25	421 Ridge Street	Rome 421 Ridge, LLC	Soil vapor intrusion has been installed within the building. Asbestos and lead containing material may be present.
26	425 Erie Boulevard West	Joanne George	Impacted soil and groundwater may be present due to the railroad lines. Asbestos and lead containing material may be present.
27	517 W. Dominick Street	Anthony Pettinelli	Potential VOC and SVOC contamination, as well as asbestos and lead containing material
28	521-525 Erie Boulevard West	Worthington Steel Rome, LLC	Impacted soil and/or groundwater from the railroad may be present on the Site.
29	523-525 West Dominick Street	Joseph Fusco, Jr.	Potential VOC and SVOC contamination, as well as asbestos and lead containing material
30	530 Henry Street	Worthington Steel Rome, LLC	Investigation and remediation for this property is currently being conducted. Asbestos and lead containing material may be present.
31	533-537 S. George Street	Sears HP Oil Co.	Potential VOC and SVOC contamination
32	601 W. Dominick Street	Kirk Spencer and Leo Capoccia, III	Potential VOC and SVOC contamination, as well as asbestos and lead containing material
33	603-605 W. Dominick Street	City of Rome	Potential VOC and SVOC contamination
34	604-614 Calvert Street	Ryan Russitano, DeSalvo Properties, LLC, Anthony Pettinelli, JR, and James Siegel	Active NYSDEC spill on site and adjacent spills indicate potential impacted soil/groundwater.
35	713-715 Erie Boulevard West	Thrifty Enterprises, Inc.	Potential VOC and SVOC contamination, as well as asbestos and lead containing material
36	717-719 West Dominick Street	Thrifty Enterprises, Inc.	Potential VOC and SVOC contamination
37	740-744 Erie Boulevard West	Light's Rental Properties, LLC	Potential VOC and SVOC contamination, as well as asbestos and lead containing material
38	819-823 W. Dominick Street	GK Management	Potential VOC and SVOC contamination, as well as asbestos and lead containing material
39	829 Erie Boulevard West	Pall Real Estate, LLC	Potential VOC and SVOC contamination, as well as asbestos and lead containing material
40	830-832 Erie Boulevard West	Daryoosh Karimi Ardekani	Potential VOC contamination, as well as asbestos and lead containing material
41	904-906 Erie Boulevard West and 907 Calvert Street	904 Erie Boulevard of Rome, LLC	Potential VOC and SVOC contamination, as well as asbestos and lead containing material
42	914 Erie Boulevard West	Bryant Property Management, LLC	Potential PAH contamination, as well as asbestos and lead containing material
43	107-235 Erie Boulevard West and S. George Street	G&I IX Empire Freedom Plaza	Elevated concentration of metal in soil
44	O Muck Road	New York State	The NYSDEC reports that the canal is highly contaminated with urban runoff, sediments, and possibly oil and gas.
45	Henry Street	Oneida County IDA	Remediation was conducted on site. Record of Decision was issued in 2011.
46	Henry Street and S. Jay Street (rear)	Oneida County IDA	Currently under remediation. Asbestos and lead containing material may be on site.
47	220. S Madison Street	Oneida County IDA	Cleanup at the Site is active and not yet completed.

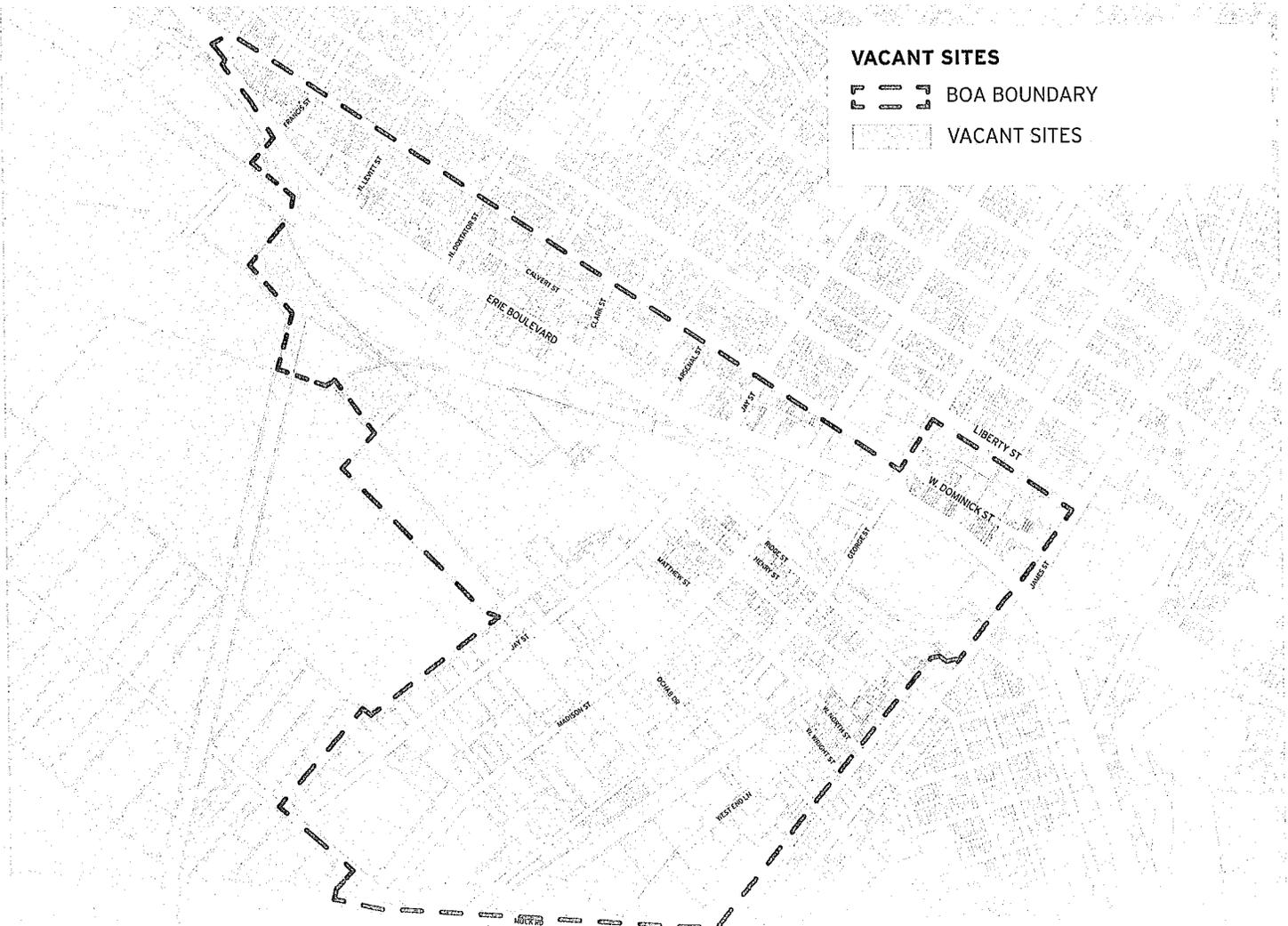
	ADDRESS	OWNERSHIP	ENVIRONMENTAL CONCERN
48	931 Calvert Street	Hoke RJ and LA	Asbestos and lead containing material may be present. VOC impacted groundwater may be present due to former tanks on the site.
49	731-735 Erie Boulevard West	J&B Trust and Kelly Pope Sr	Based on the past use of the buildings as auto dealerships, impacted soil and/or groundwater may be present. Asbestos and lead containing material may also be present.
50	501 Erie Boulevard West	Casalunovo Realty	Based on the past use for auto repair and the close proximity to the railroad, there is a potential for impacted soils and groundwater to be present. Asbestos containing material and lead-based paint may be present due to the age of the building.
51	228-235 Erie Boulevard West	Capitol Civic Center, Inc.	Based on the past use for auto repair there is a potential for impacted soils and groundwater to be present. Asbestos containing material and lead-based paint may be present due to the age of the building.
52	203 Henry Street	Joseph Fusco	Based on the past use there is a potential for impacted soils and groundwater to be present. Asbestos containing material and lead-based paint may be present due to the age of the building.
53	302-304 S. George Street	WD Housing and Holdings	Impacted soil and/or groundwater may be present based on the past presence of a gasoline tank adjacent to the north of the property.
54	501-507 S. George Street	Baum's Castorine Co. Rome Polish Home, Inc	Impacted soil and/or groundwater may be present based on the past use and proximity to the railroad.

VACANT SITES

There are a total of 202 vacant sites located throughout the Erie Boulevard BOA. While vacant sites can have negative impacts on a neighborhood they also provide opportunities for new development. These sites are attractive to developers because in many cases these sites have never been developed; therefore, potential for contamination is lower. Vacant sites typically do not require extensive site preparation, potential demolition of existing structures, or retrofitting of existing buildings. Vacant properties should be viewed as key opportunities for redevelopment in the BOA.

INFILL DEVELOPMENT OPPORTUNITIES

While there are numerous vacant sites throughout the Erie Boulevard BOA, these sites present opportunities for infill development. The use of this infill development can vary depending on the uses in the surrounding area, including commercial, single- or multi-family, or mixed-use development. Infill development can also contribute to an enhanced sense of place.



STRATEGIC SITES

Through an analysis of existing information as well as extensive public feedback, several strategic sites have been identified as being essential to the overall redevelopment of the Erie Boulevard BOA.

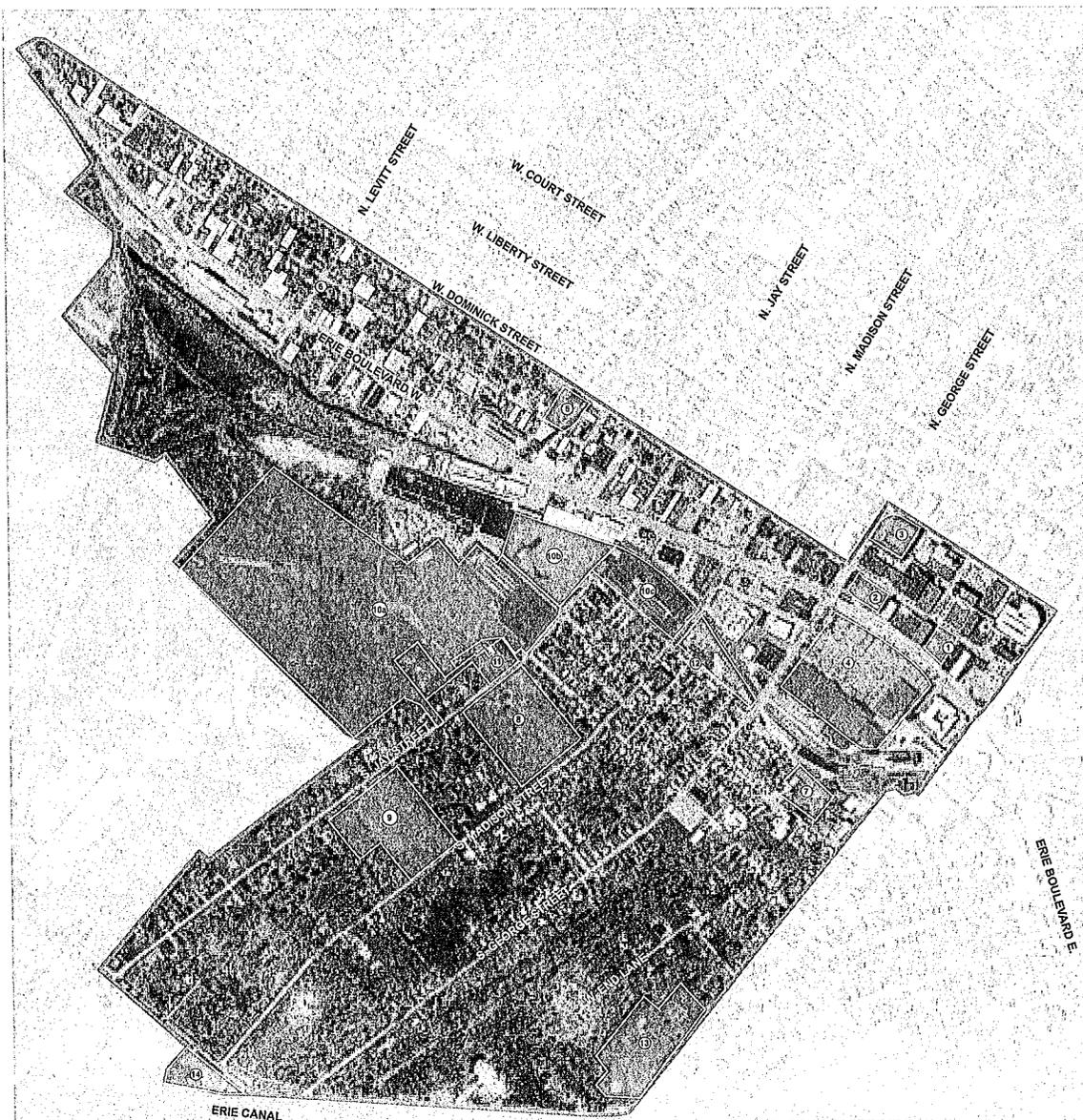
Each of these strategic sites are important to the revitalization of the City of Rome and are considered catalytic since their redevelopment is anticipated to spur investment in nearby sites, as well as increase land values and tax revenues. In addition, investment in these strategic sites could increase access to services and amenities for resident, thus improving quality of life.

Strategic sites were selected based on the following criteria:

- » Relationship to community vision and goals;
- » Potential for redevelopment and developer interest;
- » Opportunity for sustainable development;
- » Access and relationship to downtown and waterfront areas;
- » Willingness of property owners to sell or develop; and
- » Potential reuse.

STRATEGIC SITES

- ① 163-187 W. DOMINICK
- ② 239-257 W. DOMINICK
- ③ 150 N. GEORGE ST
- ④ FREEDOM PLAZA
- ⑤ 601 W. DOMINICK
- ⑥ SCATTERED VACANT SITES
- ⑦ 119-203 RIDGE ST
- ⑧ 401-21 S. JAY ST
- ⑨A S. JAY STREET PROPERTY
- ⑨B FORMER ROME CABLE
- ⑨C 220. S MADISON ST
- ⑩ HENRY STREET
- ⑪ FORMER PAR TECHNOLOGIES
- ⑫ 328 RIDGE ST
- ⑬ GRZYIEC FIELD
- ⑭ BOAT LAUNCH SITE



STRATEGIC SITE #1 - 163-187 W. DOMINICK STREET

This 1.8-acre vacant site lies along West Dominick Street. This site is owned by the City of Rome and is located in downtown Rome surrounded by commercial and civic uses. During the Downtown Revitalization Process, this site was identified for redevelopment as a mixed-use building due to its strategic location.



THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #3

STRATEGIC SITE #2 - 239-257 W. DOMINICK STREET

The property located on 239-257 West Dominick Street is a 0.8-acre vacant site within downtown Rome. This site is strategic due to its central location in downtown Rome and its public ownership (City of Rome). Additionally, environmental research of this property indicated potential environmental contamination which make it a potential candidate for the NYS Brownfield Cleanup Program (BCP).

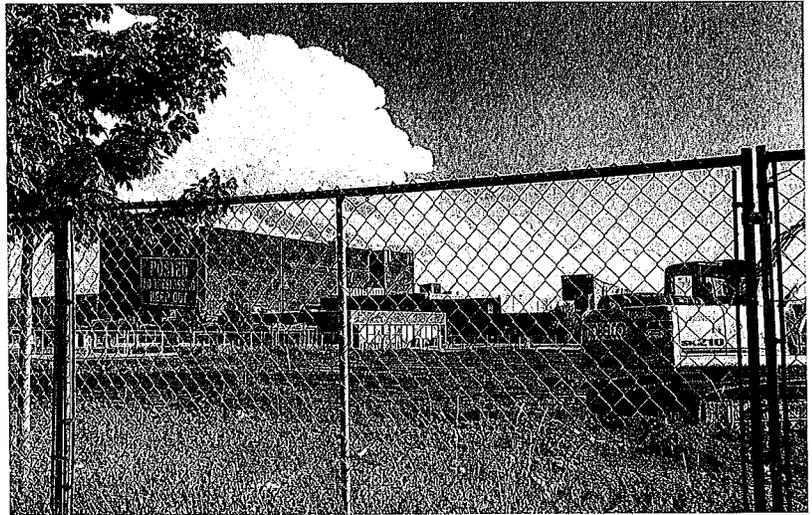


THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #4

STRATEGIC SITE #3 - 150 N. GEORGE STREET

This property located at 150 N. George Street is a strategic site due to its downtown location. In 2019, a City-owned parking lot on this site was determined to be structurally unsound and was demolished using funding from the DRI. During the Downtown Revitalization Initiative process, a conceptual redevelopment plan was created for this site, which envisioned its end use as a mixed-use development. This mixed-use development will bring commercial and residential uses to downtown Rome.

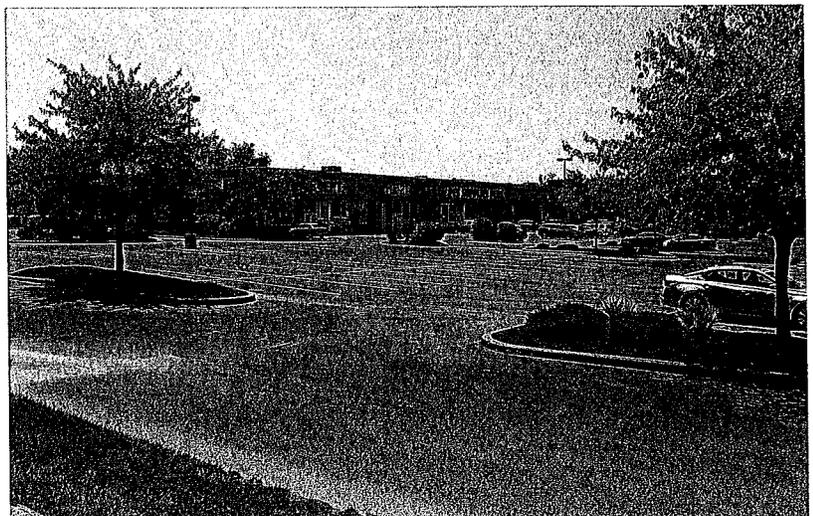
The site is currently redeveloped as greenspace and a surface parking lot.



THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #2

STRATEGIC SITE #4 - FREEDOM PLAZA

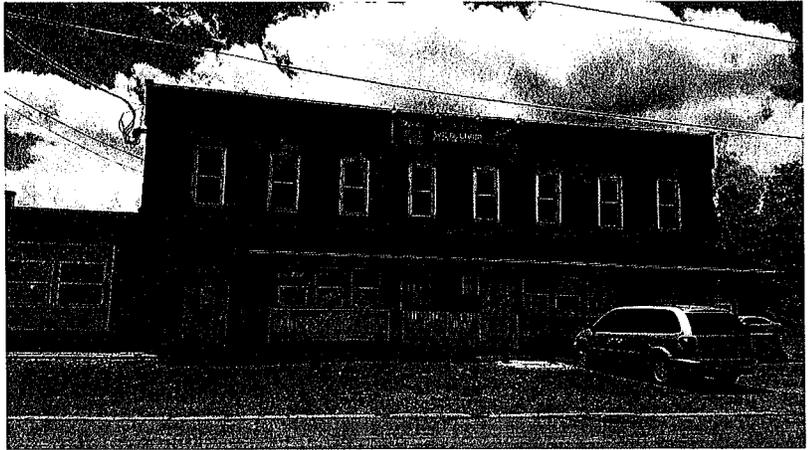
Freedom Plaza is located on Erie Boulevard between George Street and James Street. This plaza has approximately 198,000 square feet of retail space that is over 90% occupied. The majority of the retail stores in this plaza are national chains, including JCPenny's, Marshalls, Dollar Tree, and T-Mobile, among others. The plaza has a total of 702 parking spaces, which exceeds the plaza's parking needs and overwhelms the Erie Boulevard streetscape.



THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #5

STRATEGIC SITE #5 - 601 W. DOMINICK STREET

601 W. Dominick Street is a 1.10-acre site currently used for commercial purposes. The building is privately owned and currently operated by a convenient store for the neighborhood. Since the entirety of the building is not being used to its highest and best potential, redevelopment of this property is recommended.



THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #34

STRATEGIC SITE #6 - SCATTERED VACANT SITES

There are approximately 68 vacant sites throughout the Erie Boulevard BOA directly west of downtown Rome, along Erie Boulevard, West Dominick Street and Calvert Street. These vacant sites are small in size and have cast a shadow of blight on the neighborhood. Since these properties are not being utilized to their highest and best use, these sites should be targeted for reinvestment by the City of Rome.

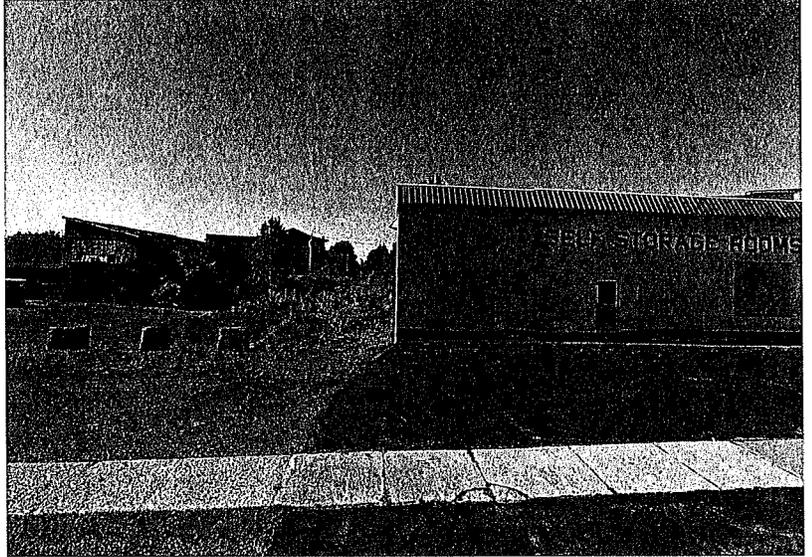


Vacant Site on S. Charles Street

THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #35

STRATEGIC SITE #7 - 119-203 RIDGE STREET

119-203 Ridge Street is a 1.5-acre, privately owned property just outside of downtown Rome. This property is currently occupied with two buildings; one dilapidated, vacant structure and a former storage facility. This site is strategic due to the site's location near downtown Rome and industrial uses. Since this property is not utilized to its highest and best use, recommended reuse of this property includes a light industrial or commercial use that is compatible with the surrounding neighborhood, such as a research and development company.



Current Building Conditions

THE RECOMMENDATIONS FOR THIS SITE ARE
DESCRIBED IN SECTION IV, PROJECT #10

STRATEGIC SITE #8 - 401-21 S. JAY STREET

This site is a 8-acre parcel located within South Rome. This is a privately-owned site, but one of the largest sites within the Erie Boulevard BOA. This site is strategic due to its size, location, and clean environmental history. This site is well-suited for development as a recreational type use, such as an interpretive boardwalk.



THE RECOMMENDATIONS FOR THIS SITE ARE
DESCRIBED IN SECTION IV, PROJECT #25

STRATEGIC SITE #9 - S. JAY STREET PROPERTY

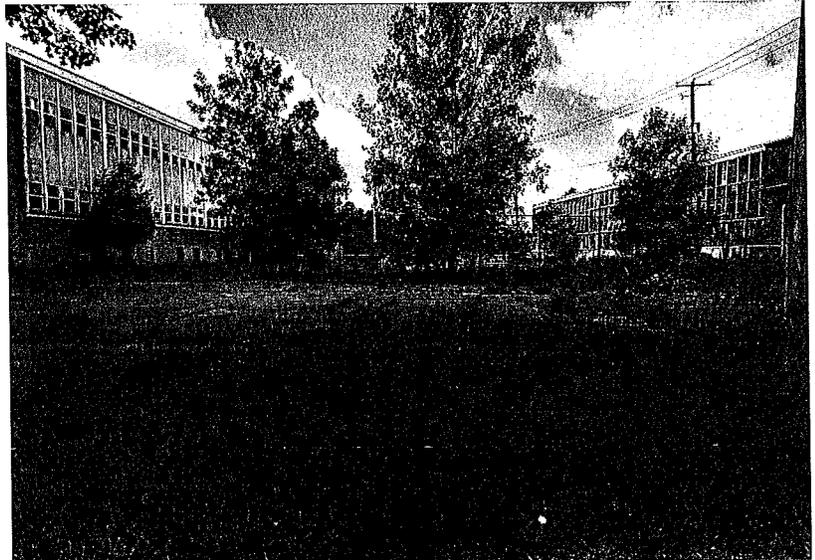
This site is an 8.2-acre property comprised of four parcels on S. Jay Street in South Rome. Multiple owners of these properties include the Rome National Little League Association, Oneida County IDA and Niagara Mohawk Power. The majority of this site was formerly utilized for recreational uses and contains baseball fields and equipment that is largely in disrepair. This site is strategic due to the site's underutilization, ownership and ability to be redeveloped as residential infill development to support the existing neighborhood.



THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #12

STRATEGIC SITE #10A - FORMER ROME CABLE SITE

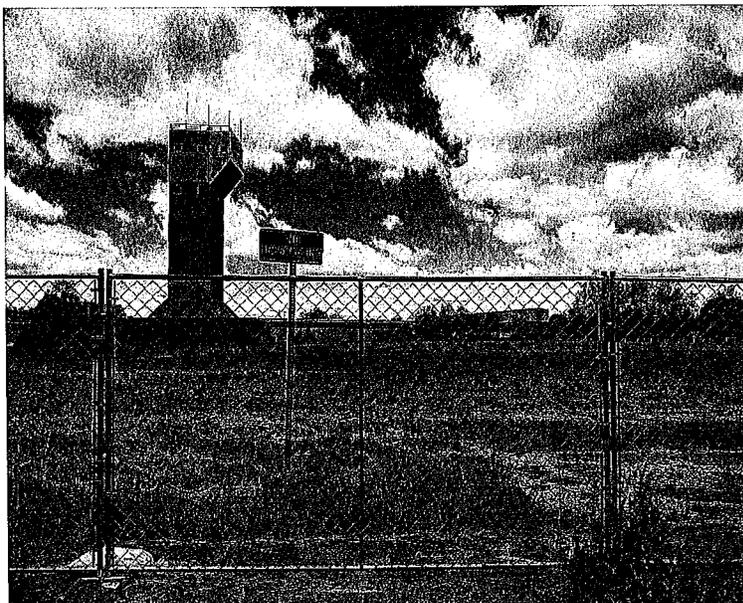
This site is the location of the former Rome Cable Corporation that operated in Rome since the 1930's. The site is approximately 10 acres and is currently owned by the Oneida County Industrial Development Agency. This site is strategic due to its location, public ownership. This site is ideal for redevelopment as a light industrial business and technology campus that would increase employment opportunities and attract residents to the Rome area.



THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #6

STRATEGIC SITE #10B - S. MADISON STREET

This site is part of what was formerly known as the Rome Cable Corporation. The site is approximately 5.8-acres and owned by the Oneida County IDA. This site is strategic due to its redevelopment potential and on-going plans for revitalization. During the DRI process, the construction of a 50,000 square foot facility for Cold Point Corporation was identified as a priority project.



THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #6

STRATEGIC SITE #10C - 220 S. MADISON STREET

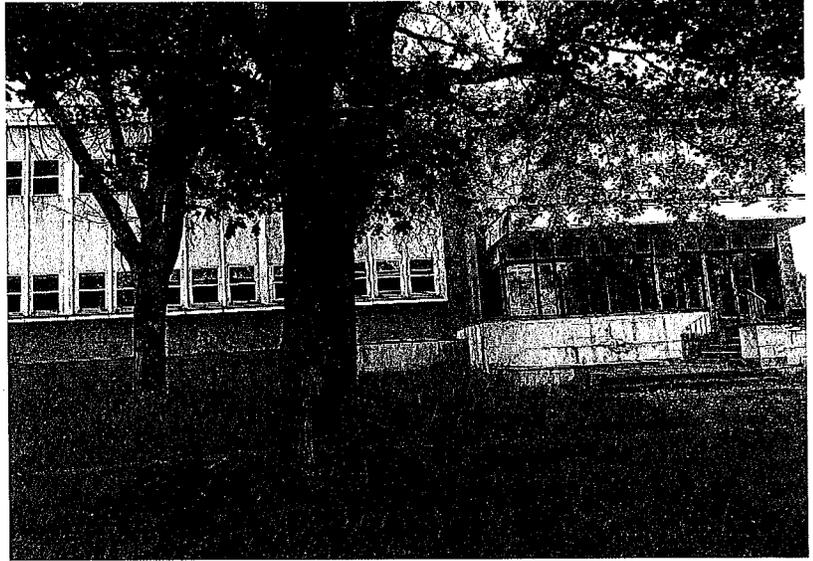
The site located at 220 South Madison Street is an approximately 4.4-acre property owned by the Oneida County IDA. This site was formerly used for manufacturing as part of the former Rome Cable Corporation and is currently leased by Owl Wire & Cable. The site is currently part of the NYS Environmental Restoration Program and remediation is on-going. This site is strategic due to its location, public ownership and current use.



THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #8

STRATEGIC SITE #11 - FORMER PAR TECHNOLOGIES

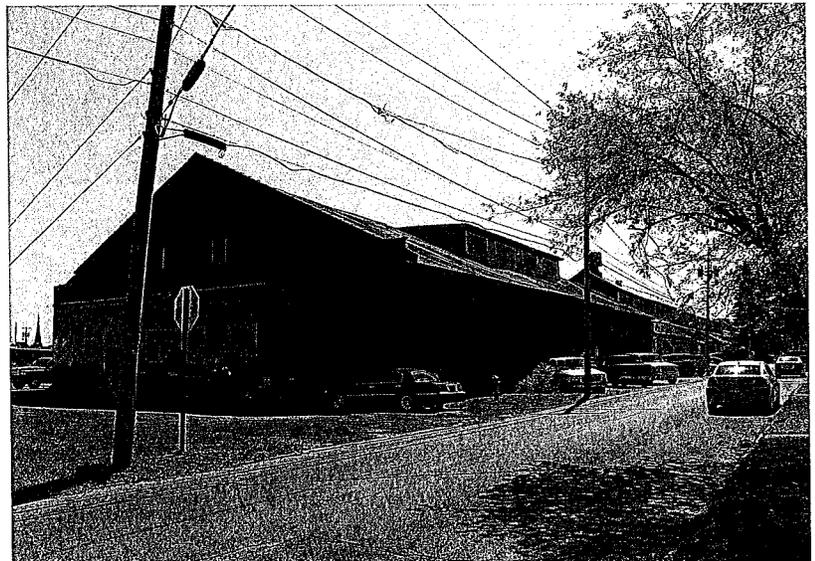
The site is a 1-acre, privately owned property on South Jay Street. This site is located adjacent to the former Rome Cable site. This site is strategic due to its location and eligibility as a Brownfield Cleanup Site due to potential environmental contamination. The building's condition for adaptive reuse has not been assessed. This site could be redeveloped as part of the larger vision for the former Rome Cable business and technology park.



THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #11

STRATEGIC SITE #12 - 328 RIDGE STREET

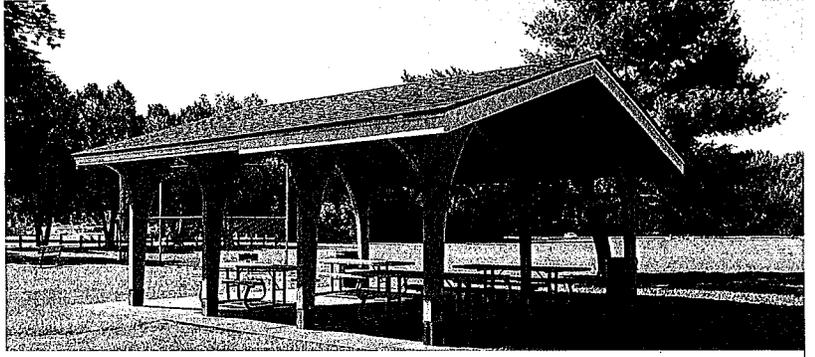
This is a 2.4-acre site on Ridge Street just outside of downtown Rome. This site is privately owned, adjacent to railroad tracks and within an existing light industrial manufacturing area of the City, which makes this site ideally developable for light industrial use. Due to the site's location in close proximity to the former Rome Cable facility and age of the building, this site is a potential candidate for the Brownfield Cleanup Program and could possibly utilize brownfield incentives for redevelopment or improvements.



THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #9

STRATEGIC SITE #13 - GRYZIEC FIELD

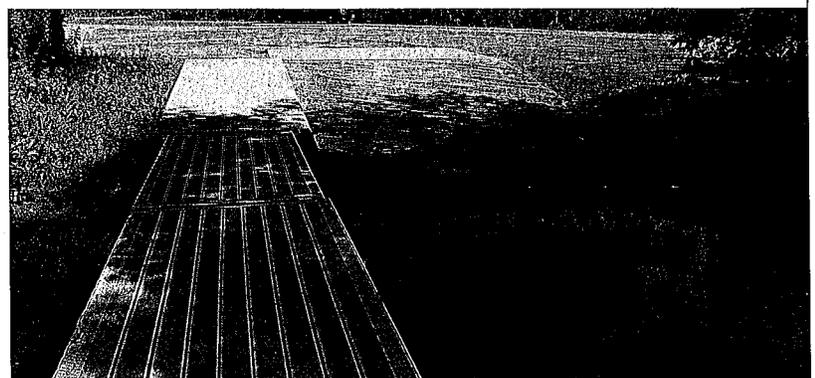
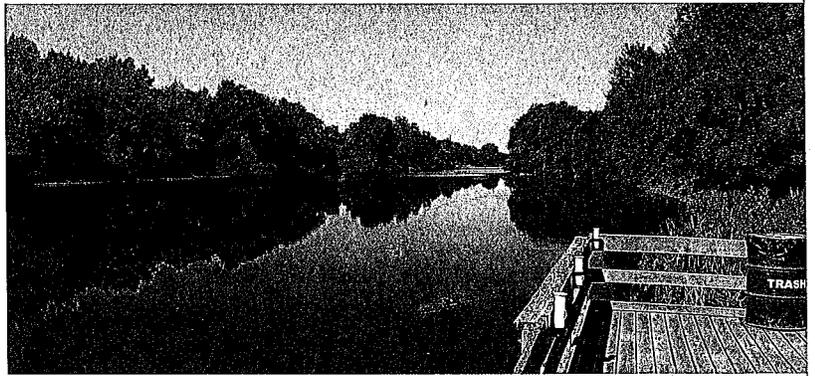
Gryziec Field is located at the corner of South Jay Street and Muck Road and is a prime recreational destination in the City of Rome and the Erie Boulevard BOA. Despite the recreational assets of this park, the park is underutilized by residents and visitors. Due to the City's ownership of this parcel, enhancements to make this park a more accessible amenity to its users is feasible and realistic. Improvements to this site have the potential to spur additional recreational opportunities for the community and draw additional visitors to the area.



THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #31

STRATEGIC SITE #14 - BOAT LAUNCH SITE

This site is located on Muck Road adjacent to the Erie Canal. This site is a current water-based recreational amenity for the Rome community and provides a boat launch and pavilion for public use. This site is strategic due to the potential to enhance and improve access to the Erie Canal and other public amenities.



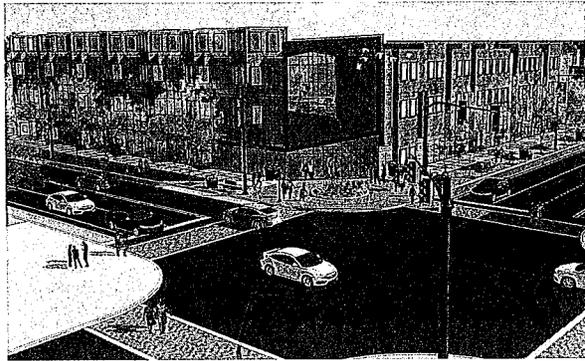
THE RECOMMENDATIONS FOR THIS SITE ARE DESCRIBED IN SECTION IV, PROJECT #32

SECTION IV - MASTER PLAN



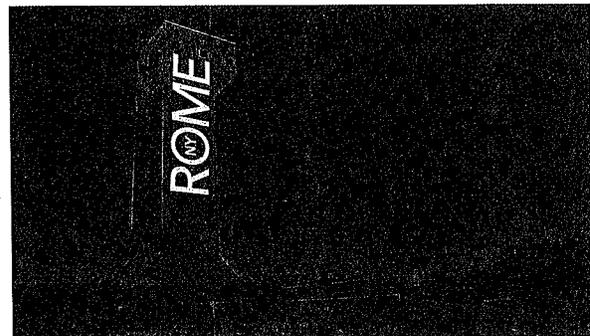
RECOMMENDED PROJECTS

Based on technical analyses, market opportunities and community input regarding the future of the study area, a Master Plan was created for the Erie Boulevard BOA. This Master Plan encompasses 35 priority projects that fulfill key themes identified throughout the planning and engagement process. The priority projects and the key themes under which they fall are presented in the following section.



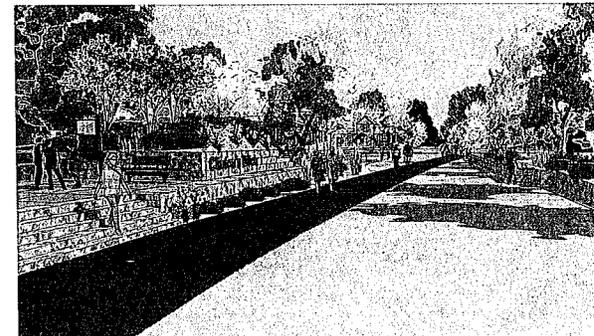
DEVELOPMENT OPPORTUNITIES

Rome has seen increased investment and economic development activity over the last several years. A variety of development opportunities have been identified to leverage the recent upswing in the City's revitalization. Projects in this category are intended to diversify the types of land uses within the downtown and provide employment opportunities that will attract additional residents to the City.



IMPROVING THE USER EXPERIENCE

The public realm is an important asset, providing engaging experiences and a sense of place for residents and visitors. Projects seek to tell the story of the City's unique history and progress through mobility improvements, public art installations, and social gathering space enhancements.



GREENWAY CONNECTIONS

The Erie Boulevard BOA has significant anchor destinations, including downtown, the Erie Canal, residential neighborhoods, and employment centers. Utilizing greenway connections, these assets will be better linked and integrated with one another. These connections will benefit the City of Rome by increasing resident quality of life, expanding access to recreational assets, and improving pedestrian and vehicular transportation options throughout the City.

RECREATIONAL ENHANCEMENTS

The recreational enhancements identified in the Master Plan are intended to provide additional recreational access for City residents and attract visitors to experience open space amenities and enhanced trail networks. These enhancements will provide increased opportunities surrounding the Erie Canal, increased resident health and quality of life, and increased visitation and use of the City's recreational facilities.

NEIGHBORHOOD UPLIFT

While downtown has seen recent growth, the neighborhoods to the west of downtown along Erie Boulevard, Calvert Street and West Dominick Street are in need of investment. This area lacks cohesiveness and is disconnected due to inconsistent development patterns, railroad tracks and property vacancy. The projects in this category are intended to leverage this area's proximity to downtown and accessibility to local trails and green spaces to uplift this neighborhood and create an attractive, vibrant district in the City that attracts new residential growth as well as commercial investment.

THIS PAGE IS INTENTIONALLY LEFT BLANK

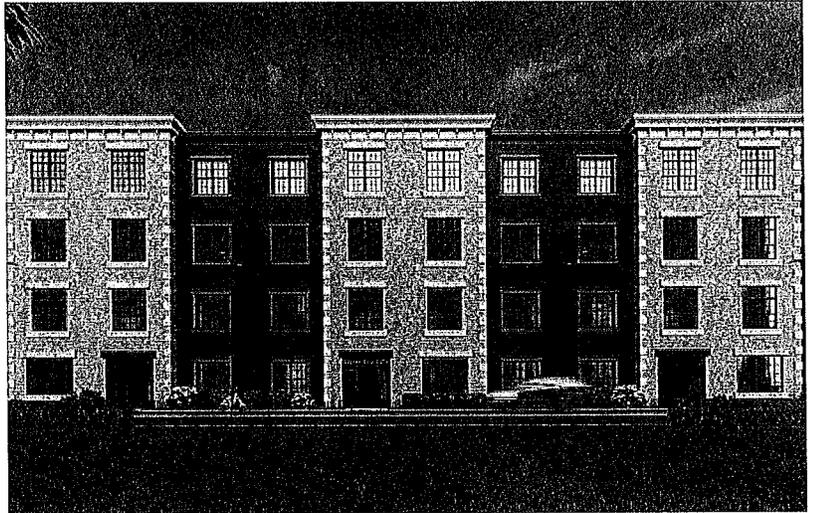
THIS PAGE IS INTENTIONALLY LEFT BLANK

DEVELOPMENT OPPORTUNITIES

1 MIXED-USE INFILL DEVELOPMENT (183 W. DOMINICK STREET)

Downtown Rome has a number of vacant properties that are strategically positioned for redevelopment. 183 West Dominick Street is a vacant site owned by the City of Rome that was identified in the Downtown Revitalization Initiative for mixed-use development. The developer for this project has been identified and are in the site plan approval process. The mixed-use structure will be approximately 30,000 square feet. The building will include commercial uses on the first floor, approximately 17, one- to two-bedroom residential units, and common area space.

This project will introduce additional commercial space and housing options in downtown and help establish a strong, vibrant downtown core. Infill development within downtown will enhance Rome's sense of place and increase walkability and connectivity by creating a strong frontage on Erie Boulevard and West Dominick Street.



Rendering of Proposed Mixed-Use Development

2 MIXED-USE INFILL DEVELOPMENT (239-257 W. DOMINICK STREET)

The property located on 239-257 West Dominick Street is a currently vacant site. This site was identified for infill development based on its location in downtown and public ownership. Mixed-use development, including commercial and residential uses is desirable and would increase downtown density and help progress Rome's vision of creating a vibrant 24/7 downtown. Future buildings should include detailed design and architectural elements compatible with surrounding historic buildings and features within the downtown.



Representative Image of Mixed-Use Development

3 LIBERTY / GEORGE MIXED-USE

During the Downtown Revitalization Initiative, the parking garage at the intersection of Liberty Street and George Street was identified as a strategic site due to its central location within downtown Rome. A structural analysis of the garage concluded that the structure was unfit for reuse and a safety hazard. The structure was demolished in June 2019.

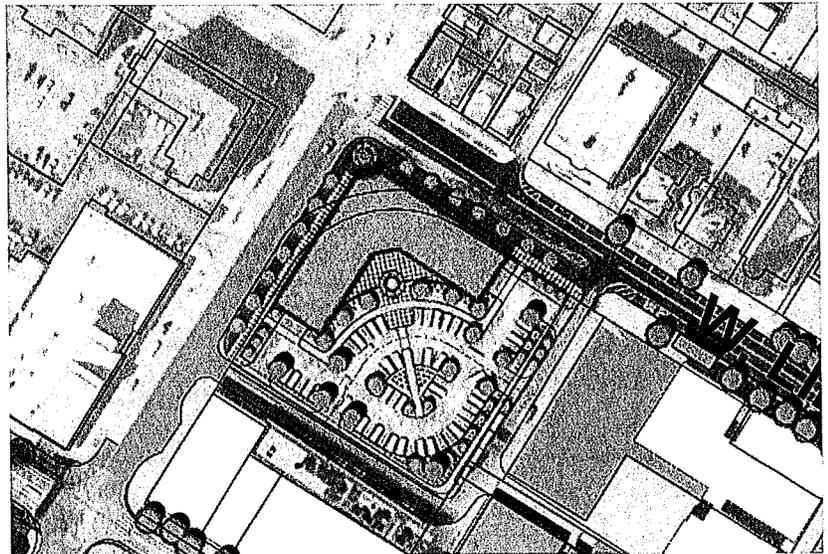
The proposed end use of this property is a mixed-use development to support the commercial and residential market of the City of Rome. Specifically, the reuse of the site should include:

- Commercial uses on the ground-level;
- Market rate residential units on the upper floors;
- On-site parking for residents;
- Value-add amenities for tenants such as fitness facility and business center.

Since a developer has not been identified to redevelop the site, an interim public use has been implemented. This interim use, a surface parking facility and public open space, has improved the physical character of the site while fulfilling a public need.



Current Conditions of Liberty Street/George Street



Plan View of Liberty/George Future Improvements

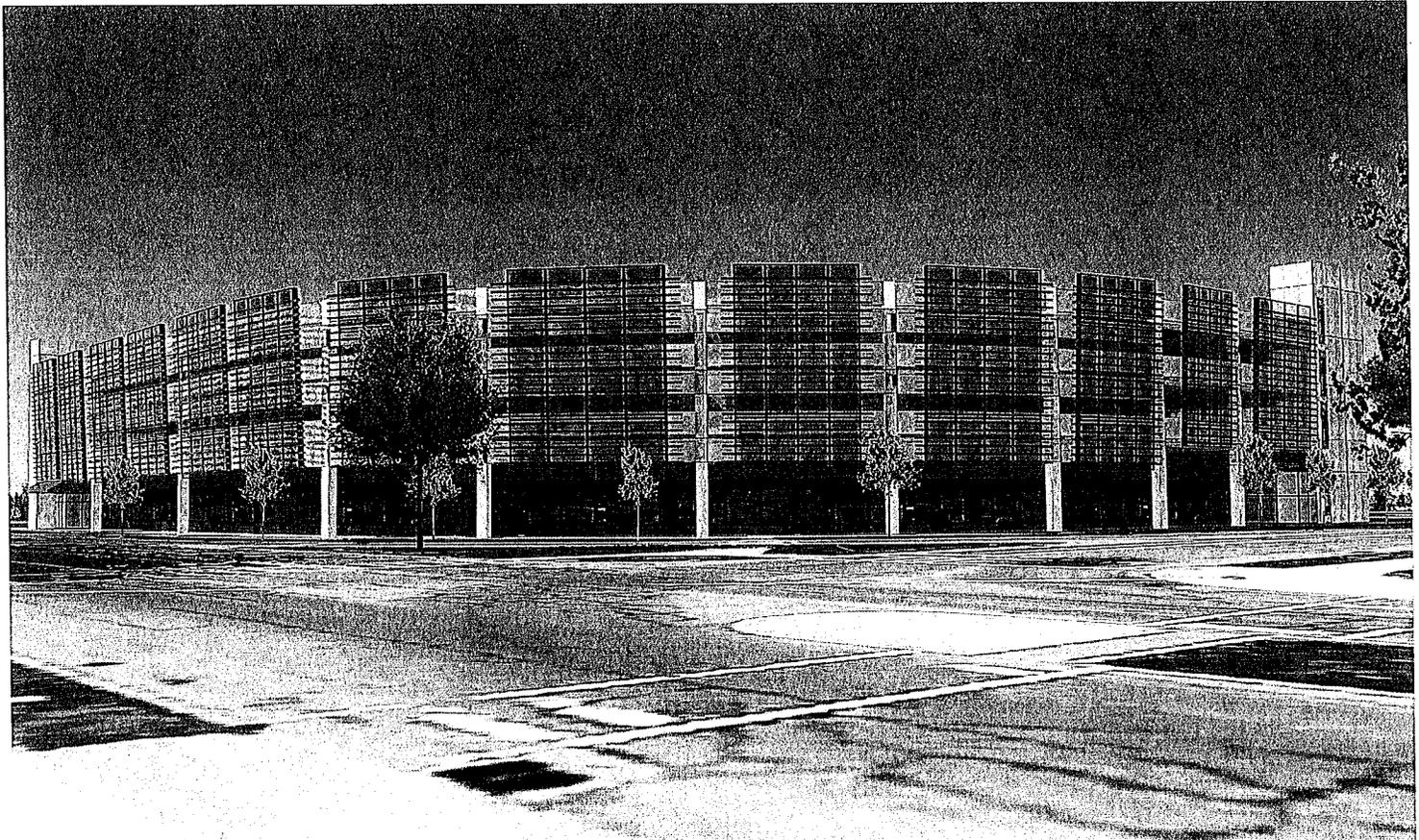
4 LIBERTY / JAMES GARAGE IMPROVEMENTS

The Liberty James Garage is the main parking facility for the Fort Stanwix National Monument and the primary public parking structure in downtown Rome. This proposed project, identified in the City's DRI, entails major aesthetic and structural improvements to the existing parking garage owned and operated by the City of Rome.

The project proposes:

- Removal of the existing enclosed elevated walkway connecting the Fort Stanwix Garage, Rome City Hall, and Rome Mall Apartments.
- Replacement of the storefront glazing, brick repair, and structural reinforcement.
- Installation of wayfinding signage, improved lighting, updated elevators, and stairwells to improve safety and accessibility.
- Repair of concrete decks, ramps, and drainage systems, and improved security camera monitoring in parking areas.
- Refacing of the facade to make the garage more inviting, tying into the context of the adjacent Fort Stanwix site, Old City Hall, Zion Church, and St. Peters Church.

The improvements will not only improve the aesthetics of the structure, but will also enhance its public accessibility for residents and visitors of the City.



Proposed Parking Garage Enhancements

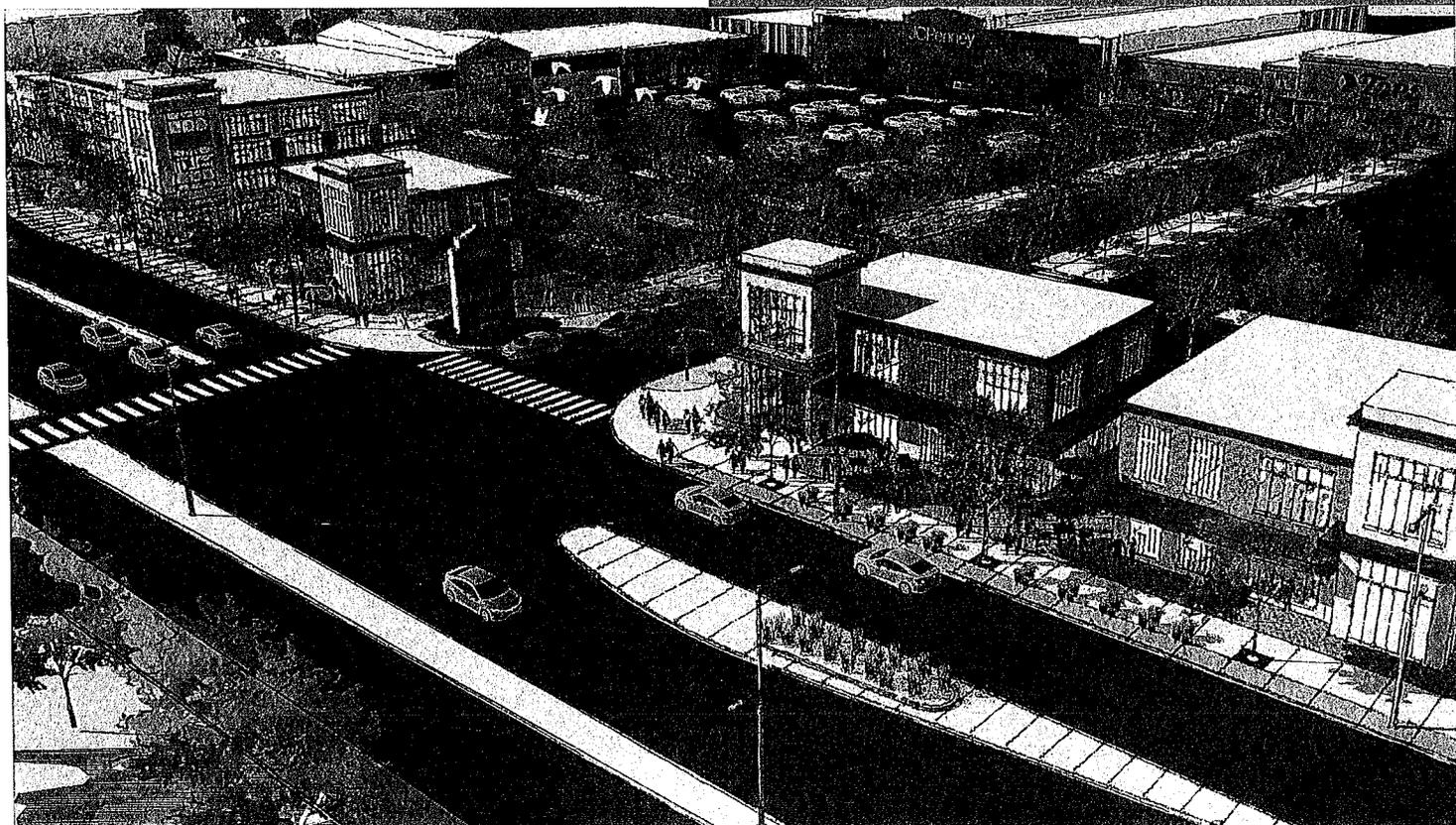
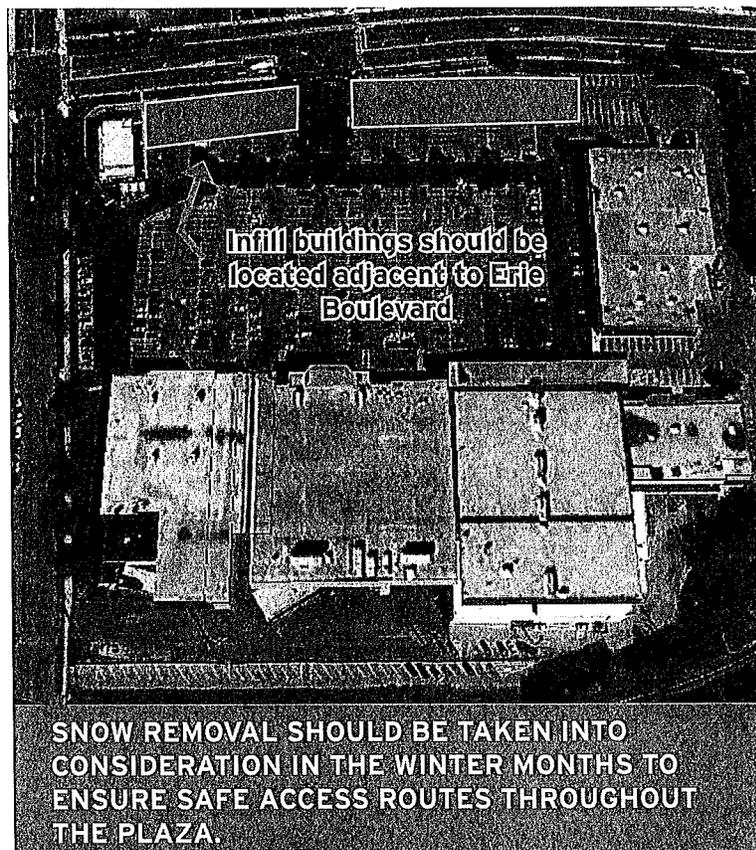
DRI IMPLEMENTATION PROJECTS IN PROCESS!

To be completed.

5 FREEDOM PLAZA INFILL DEVELOPMENT

Freedom Plaza is located on Erie Boulevard between George Street and James Street. This plaza has approximately 198,000 square feet of retail space that is over 90% occupied. The majority of the retail stores in this plaza are national chains, including JCPenny's, Marshalls, Dollar Tree, and T-Mobile, among others. The plaza has a total of 702 parking spaces, which exceeds the plaza's parking needs and overwhelms the Erie Boulevard streetscape. Infill development along Erie Boulevard should include a mix of commercial offerings that complements the existing retail spaces.

Building frontage along Erie Boulevard will strengthen the sense of place and enclosure along the roadway, thus reducing traffic speeds. Infill development should utilize minimal setbacks from the street to create a more human-scaled environment. Buildings should also incorporate detailed design elements to enhance Erie Boulevard's character, including variability in building height, materials, window treatments, and window size.



Infill Development in Freedom Plaza

BENEFITS OF INFILL DEVELOPMENT

Infill development is the development or redevelopment of land that has been bypassed, remained vacant, and or is underutilized as a result of the continuing development process. Infill development can occur anywhere that a parcel of land is underutilized or misused compared to the surrounding land use activities, such as large urban areas. Developing on this vacant or underutilized land can fulfill the needs of the community, including providing needed housing, retail and community services.

Successful infill development allows for density high enough to support improved transportation choices as well as a wider variety of convenience services and amenities. It can enhance cultural, social, recreational and entertainment opportunities, gathering places, and bring vitality to neighborhoods. Attention to design of infill development is essential to ensure that the new development fits the existing context and character of the area.

Specific benefits of infill development include:

- Continued and efficient use of existing infrastructure;
- Creation of density to support walkable communities;
- Enhanced sense of place; and
- Increased tax base.



Closely related to infill development is the concept of **adaptive reuse**. While infill development focuses on the development of underutilized land or parcels, adaptive reuse more often addresses the issues of existing building design and building use. Implementation of both infill development and adaptive reuse can strengthen community function through the efficient use of existing infrastructure and buildings.

Proposed infill development projects along Erie Boulevard and W. Dominick Street will positively impact the landscape by providing an enhanced sense of place in downtown Rome.

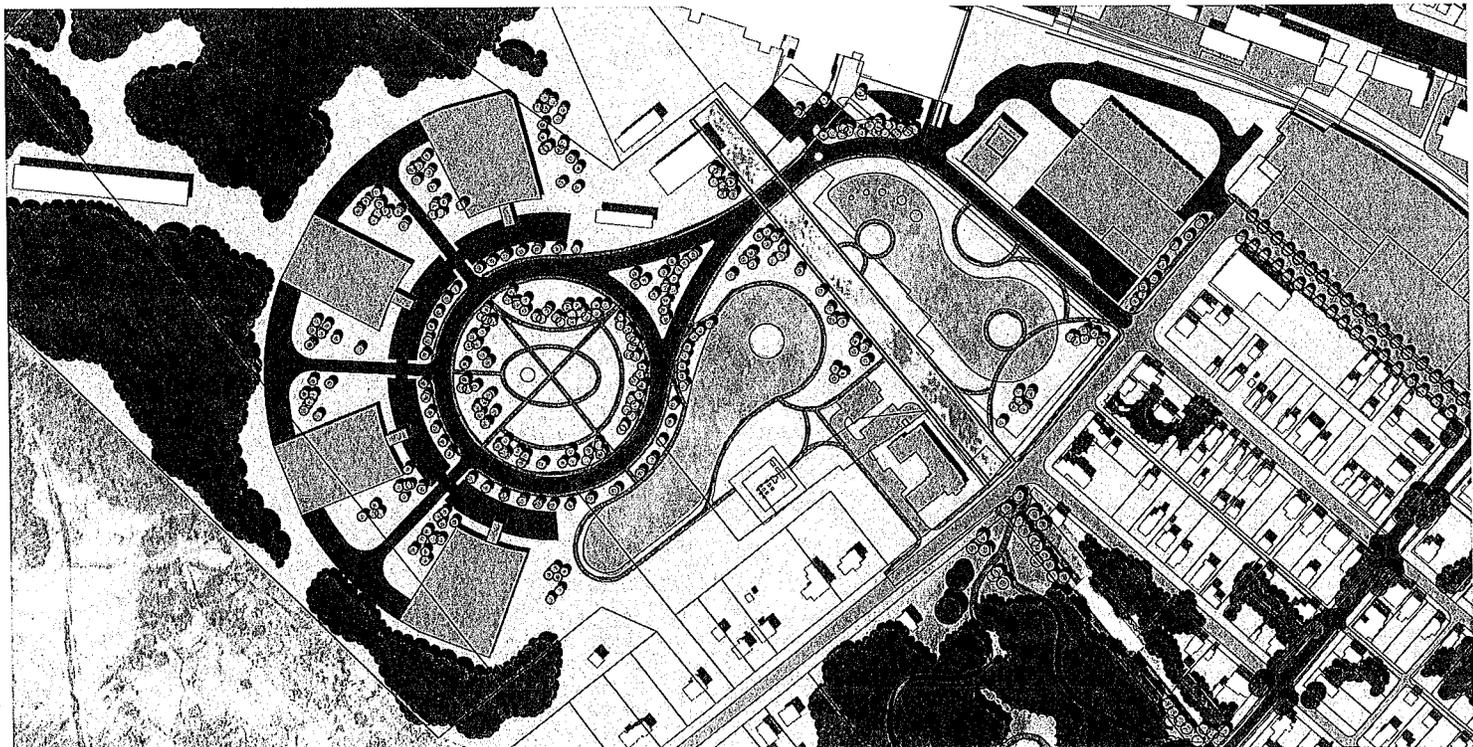
6 ROME LIGHT INDUSTRIAL PARK

Light industrial development is needed to provide additional employment opportunities to attract new residents. The former Rome Cable site has continuously been targeted as a prime location for investment, job creation and productive reuse. Due to its strategic location near downtown Rome, proximity to existing neighborhoods and manufacturing companies, and the use of potential brownfield incentives, this site is ripe for redevelopment as a light industrial business park campus. The campus could potentially host approximately 160,000 SF of industrial business space which could attract significant jobs to the area.

The City has partnered with local and regional partners to create a long-term vision for this site as a business and tech campus and have continued their efforts to make this development a reality.

Due to former use of the property, environmental contamination exists on the former Rome Cable site. This site is part of the State Superfund Program as Site #633073. Cleanup activities are tentatively scheduled to begin in October 2019 and be completed in June 2020. The remediation will include demolition of site structures, excavation of soils, debris consolidation, off-site disposal of soil, import of clean backfill and the installation of permanent perimeter fencing.

The cleanup and redevelopment of this site will allow for productive reuse. Its redevelopment as a business and technology park will provide a synergistic relationship with the future Cold Point Corporation to be built just north of this site. Both projects will expand light manufacturing opportunities and spur job creation for the City of Rome.

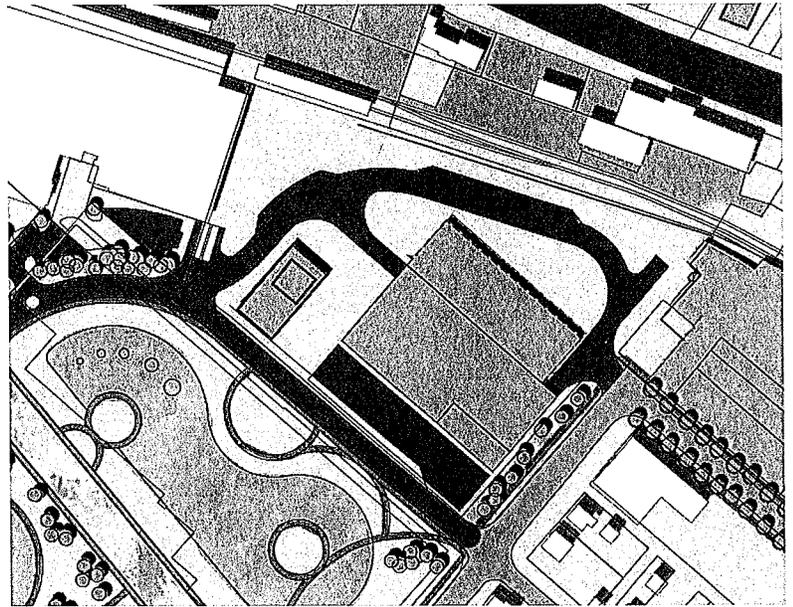


Conceptual Light Industrial Park Development

7 COLD POINT DEVELOPMENT

Cold Point Corporation is a manufacturer of building heating and cooling equipment based in Rome. New manufacturing space for the company is needed due to the company's growth and expansion over the last several years. During the DRI process, the construction of a 50,000 square foot facility for Cold Point Corporation was identified as a priority project. The new facility, funded in part through the DRI, will provide the company an efficient industrial layout, add a manufacturing line, increase warehousing and distribution capacity, and create up to 15 new jobs within the City of Rome.

This project will expand job opportunities and further progress the light industrial market within the City of Rome. New construction and investment in the City will create momentum and increase economic growth in the region.



8 OWL WIRE INDUSTRIAL RENOVATION

220 South Madison Street is the location of a currently active business in the City of Rome known as Owl Wire & Cable Inc. This site is currently undergoing environmental remediation.

Since this company is a viable business in this City, continued industrial use is recommended. The age and condition of the existing building has hindered some of the production at the site; therefore, the modernization of the facility is recommended to support continued operations. Additionally, past feedback from stakeholders has suggested that due to the lower elevation of this site, stormwater management may be necessary to alleviate flooding issues at this location. Green infrastructure should be utilized to reduce stormwater runoff.



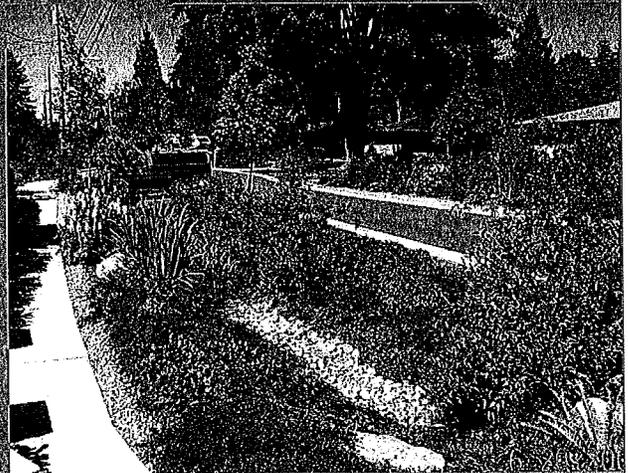
Current Owl Wire & Cable Facility

GOING GREEN WITH GREEN INFRASTRUCTURE

Feedback from the Erie Boulevard BOA steering committee and community members indicate that the South Rome area is very wet and muddy, and often has incidents of minor flooding.

Green infrastructure can help mitigate these persistent issues! This type of infrastructure can help to protect water quality, reduce stormwater runoff, mitigate flooding, as well as provide an enhanced sense of place. By using specific vegetation and soils, green infrastructure can mimic nature by soaking up and storing water. Elements of green infrastructure can be easily incorporated as part of site designs to mitigate the effects of stormwater runoff. Some elements of green infrastructure can include:

- **Bioswales.** Vegetated open trenches designed to temporarily store and infiltrate stormwater.
- **Pervious pavements.** A porous pavement surface that lets stormwater percolate and infiltrate, rather than going directly into the public drainage system. In addition to reducing runoff, pervious pavements can trap solids and filter pollutants from the water. Installed in areas with solar access pervious asphalt accelerates snow melt and reduces the need for salt.
- **Wildflowers.** A diverse mix of low maintenance, deep rooting wildflowers and grass species can provide shade, stormwater infiltration, and a pleasant visual experience.
- **Rain Barrels.** A rain barrel is used to collect rain water. This water can then be used for watering lawns and gardens, washing cars, agriculture, etc. Rain barrels can be installed in residential areas and help reduce stormwater running into sewer systems.



Residential Area Bioswale



Bioretention and Pervious Pavement



Rain Barrels for Community Use

9 + 10 INFILL DEVELOPMENT (328 RIDGE STREET / 119-203 RIDGE STREET)

Several properties exist throughout the Erie Boulevard BOA that are in various states of disrepair and in need of investment. A concentration of these properties are located just outside of downtown in proximity to the former Rome Cable site. These properties present an opportunity for infill development to upgrade their use from underutilized parcels to thriving businesses.

328 Ridge Street contains several underutilized buildings and presents an opportunity to create a new use that provides employment opportunities and an aesthetically pleasing building suitable for a range of uses, including commercial or flex space that fulfills the needs of the residents and community.

119-203 Ridge Street is another property within the Erie Boulevard BOA that could benefit from infill development. This property has two buildings; one dilapidated and vacant structure and a former storage facility. Since this property is not utilized to its highest and best use, recommended reuse of this property includes a light industrial or commercial use that is compatible with the surrounding neighborhood, such as a research and development company. This type of company or flex space has the potential to attract innovative companies to the City of Rome and are highly desired proximate to residential uses due to their low-impact to the surrounding area.

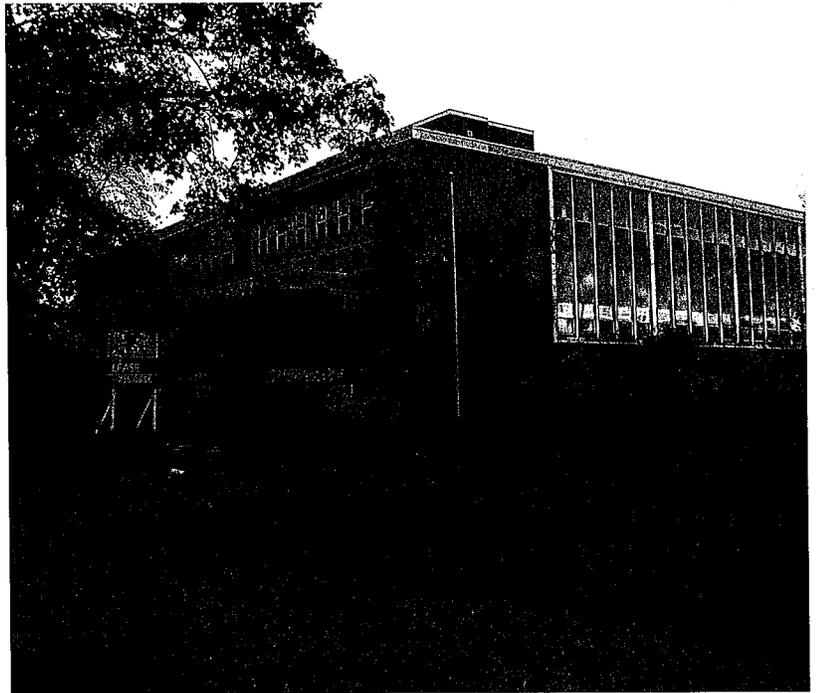
The location of these Ridge Street properties presents a strategic opportunity to transition uses from a busy downtown environment to a calmer residential neighborhood. Proposed uses that are compatible with a residential area but also support employment opportunities near downtown include technology businesses. These businesses generally do not negatively impact residential areas and seamlessly in contextually. Types of businesses could include software and productivity, technology start-up companies, as well as research and development.



Representative Images of Proposed Infill Developments

11 INDUSTRIAL REUSE

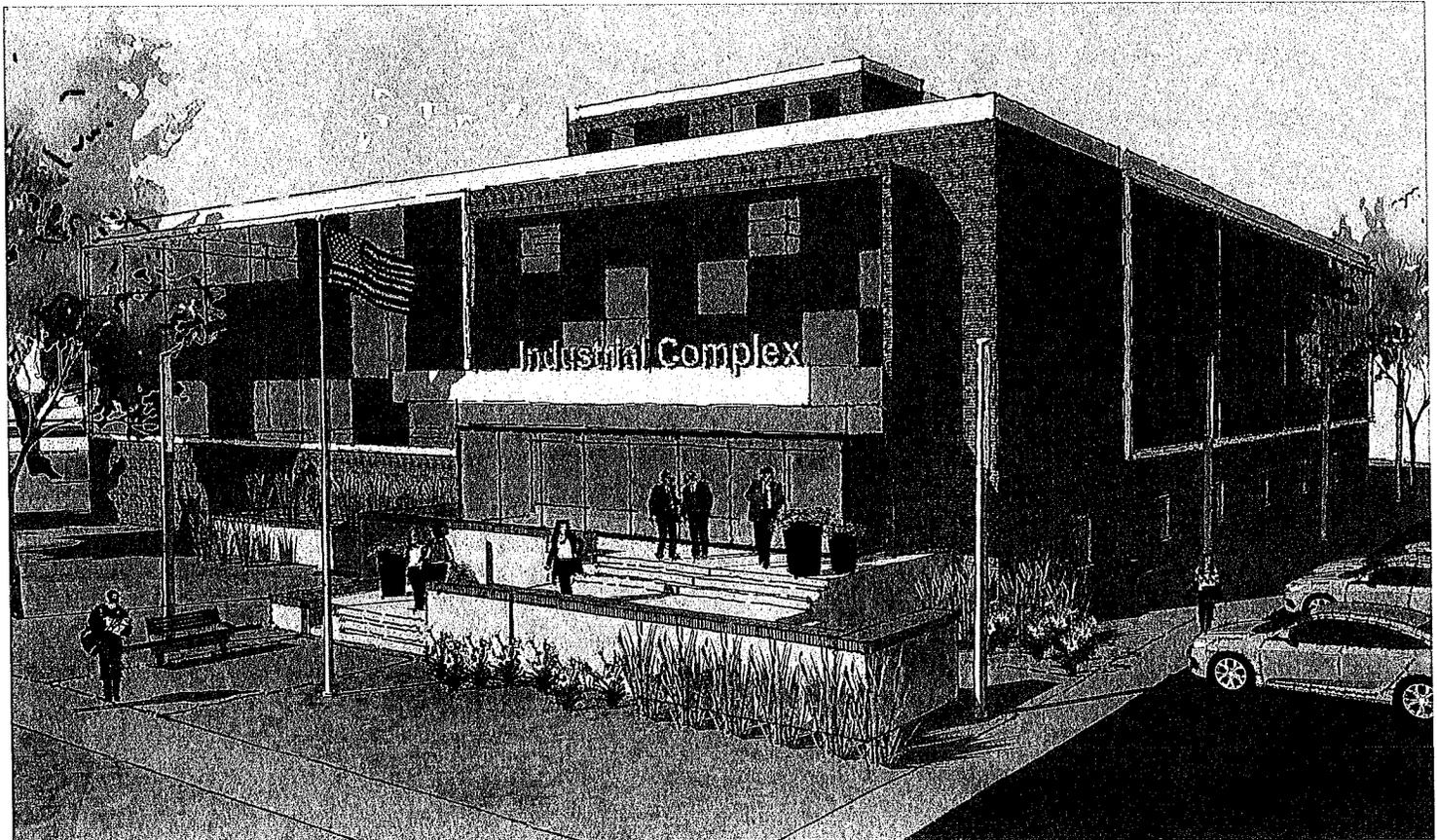
As part of the light industrial business campus proposed on the former Rome Cable site, additional light industrial space could be supported on the corner of South Jay Street and South Matthew Street. This building, also known as the former Par Technologies building, is currently vacant. Adaptive reuse of this building into light industrial use at this location could provide employment opportunities for City of Rome residents and attract additional residents and visitors to the area.



Existing PAR Technologies Building

WHAT IS ADAPTIVE REUSE?

Adaptive reuse is the process of taking an old building or site, and reusing it for a purpose other than it was designed. It typically involves a level of historic preservation and conservation.



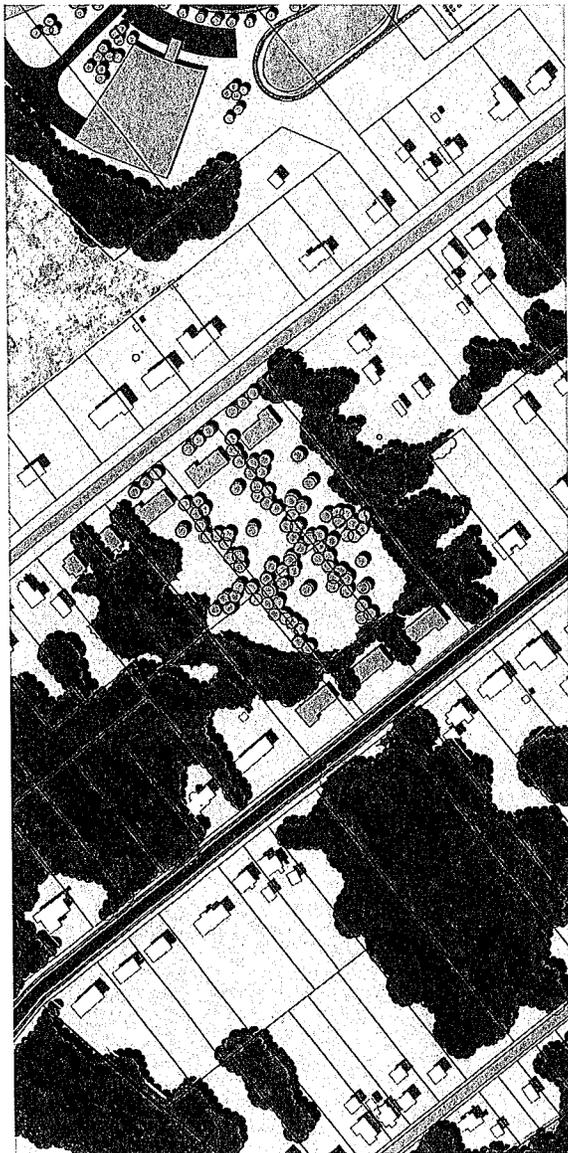
Proposed Reuse of the PAR Technologies Building

12 RESIDENTIAL INFILL DEVELOPMENT

Newer, modernized housing options are needed in the Erie Boulevard BOA to attract a mix of new residents and support anticipated employment opportunities. As such, a mix of single-family and multi-family infill residential development is recommended in the South Rome neighborhood between South Jay Street and South Madison Street. This housing development should be consistent in design with the existing residential housing in the area, but offer updated amenities and housing mix.



Existing Site Conditions



Representative Images of Proposed Residential Development

13 CITY HALL / CITY GREEN IMPROVEMENTS

Improving public spaces for gathering is a top priority for the City of Rome. During the Downtown Revitalization Initiative process, projects were identified to enhance public spaces and allow for additional programming for community use. These projects include upgrades to City Hall and enhancements to the City Hall green space, known as 'City Green'.

The City is currently engaged in a detailed design process for City Hall and City Green with construction partially funded through DRI awards.

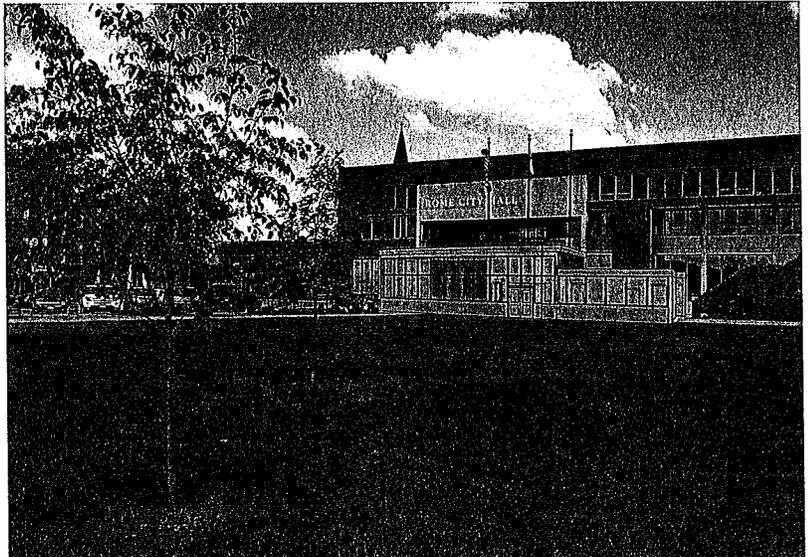
Improvements to City Hall include:

- Construction of a new one-story infill structure to additional programming space;
- Creation of a new secure entryway into City Hall to increase safety and security;
- Construction of new ADA-accessible restrooms; and
- Meeting space.

Specific components of the City Hall green space improvements include:

- Creation of a formalized concert stage for spring and summer events;
- Installation of a winter ice skating rink;
- Placemaking and art installations;
- Flexible programming areas for special events and themed activities; and
- Vendor support for planned events.

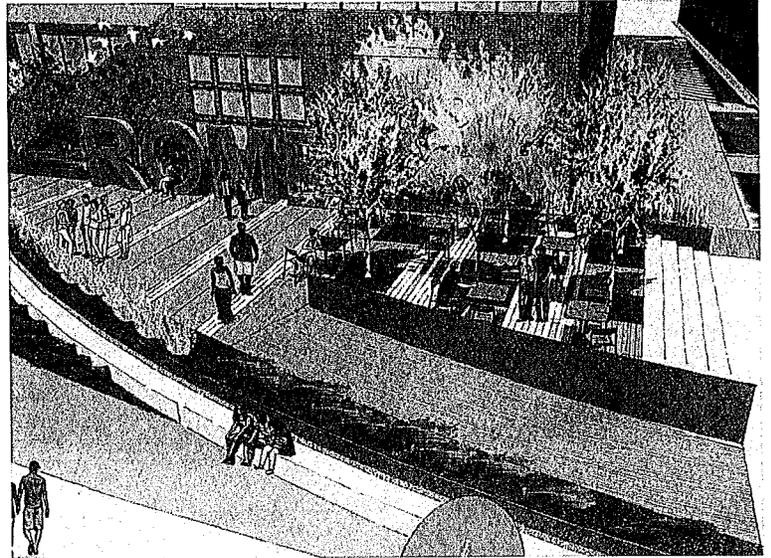
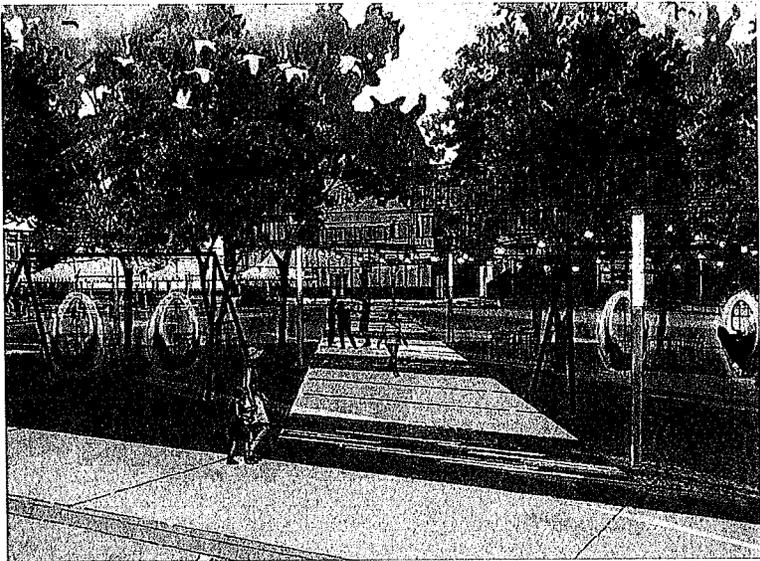
Upgrades to these spaces are intended to provide programmable space that the community can utilize for events and activities year-round. This project will increase utilization of the municipal green space, revitalize this centrally located public amenity, attract visitors to downtown, promote reinvestment in downtown, and reinforce downtown's sense of place and recreational offerings.



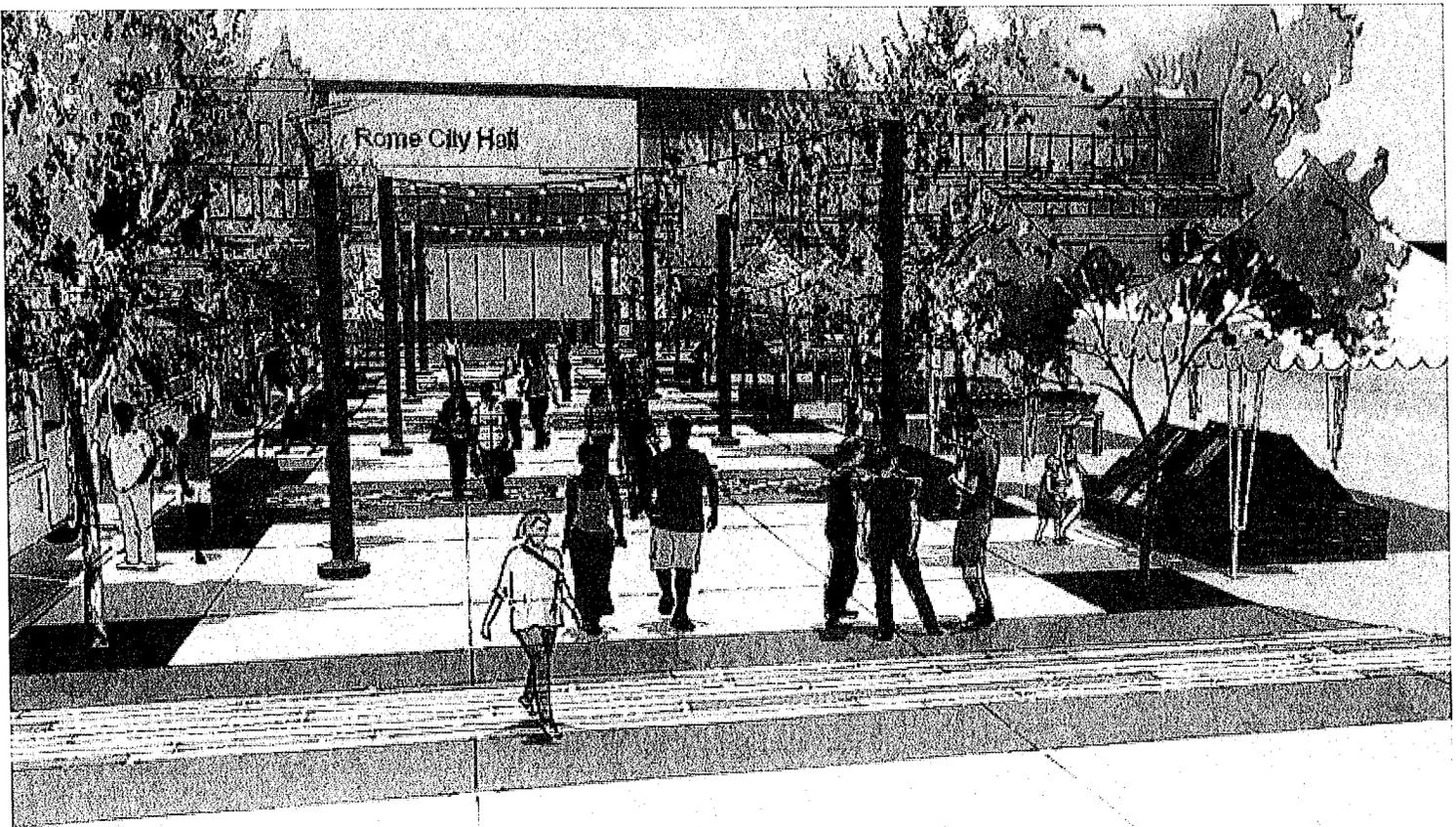
City Hall Improvements view from City Green



Entry Improvements to City Hall



Improvements to the City Green space adjacent to City Hall are intended to create a year-round public gathering space for residents and visitors of downtown. These improvements will allow for a variety of activities and placemaking near the City's municipal center.



14 DOWNTOWN TRANSPORTATION

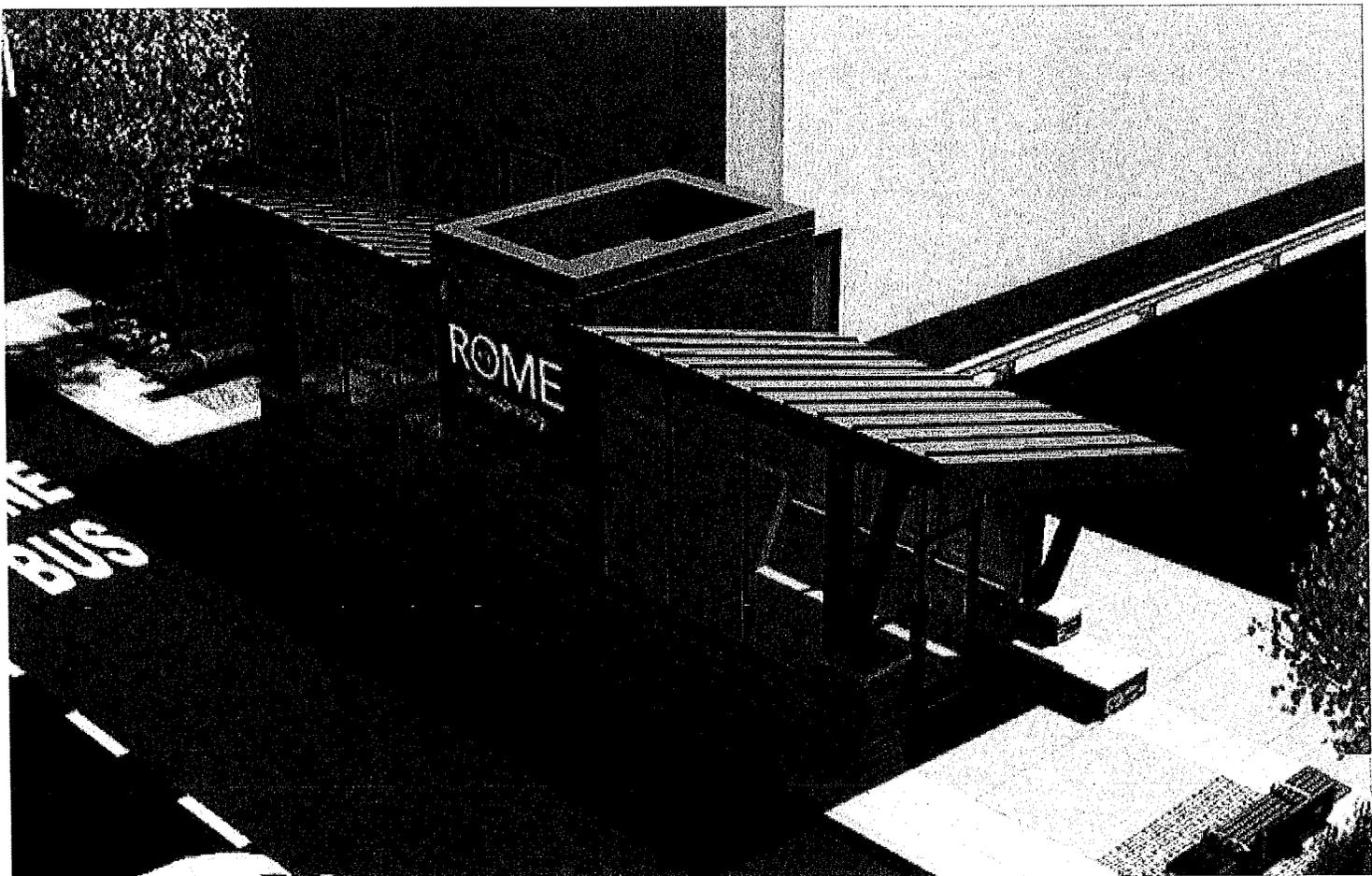
The Central New York Regional Transportation Authority (CENTRO) is the public transportation provider for the Mohawk Valley region and the City of Rome. As part of the Downtown Revitalization Initiative, this project was identified to improve multi-modal options and public transportation efficiency for Rome residents and visitors.

Specific elements of this project include:

- Development of a +/- 360 square foot building along Liberty Street, including a heated/cooled shelter location with space for people waiting for buses; and
- Landscape improvements along North Washington Street and Liberty Street to create an attractive streetscape environment.

Enhancements along Liberty Street will also occur in conjunction with the implementation of the bus shelter to improve the public realm in front of City Hall. Liberty Street currently has two travel lanes in each direction. Recommended enhancements to this roadway include conversion of two of these travel lanes into a designated bus lane and an on-street parking lane.

The final design for this project has been completed. The construction of this project in Fall 2019 will be funded through the DRI and will provide bus riders a convenient transportation amenity, increase the number of on-street parking spaces on Liberty Street and improve the functionality of public transportation in downtown Rome.



Rendering of CENTRO Bus Shelter on Liberty Street



Existing Liberty Street Conditions



Proposed Liberty Street Enhancements

The combination of new bus shelter and Liberty Street configuration modifications will allow for improved public transportation services within downtown Rome. Public realm improvements, including additional streetscape amenities, will create a comfortable, convenient and safe location to utilize enhanced public transportation options for residents and visitors.

15 CAPITOL EXPANSION

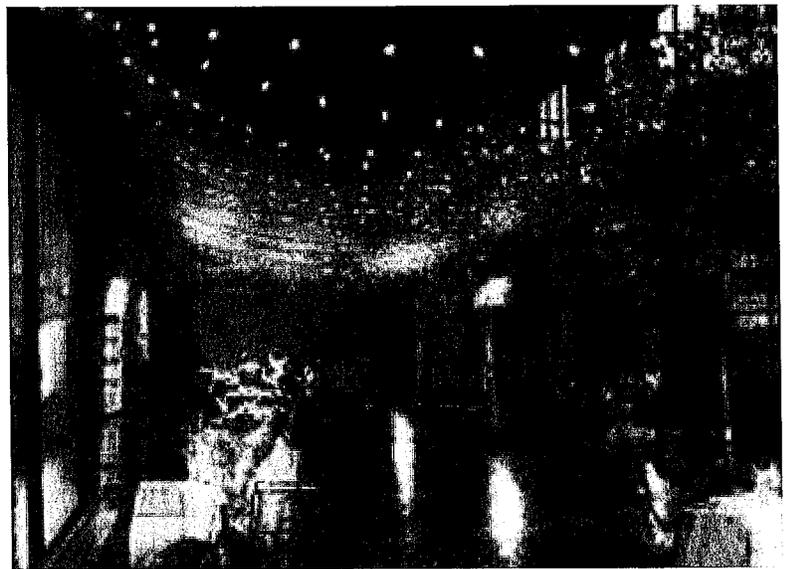
The Capitol Theatre is a 1,788-seat auditorium opened in 1928 that is used for live stage performances and movie screenings. The theater has a 20'x40' movie screen, shows movies with carbon arc film projection (and also has digital capabilities), shows silent movies with live theater organ accompaniment, and has a full pit for live orchestras to accompany stage performances. In 2014, the Cinema Capitol was opened next door to the Capitol Theatre, with two smaller theaters, seating 51 and 73 people.

During the DRI process, this project was identified as a priority project, which ultimately received funding to continue on-going Capitol improvements. The proposed project will advance the restoration of the historic theater to the period of its most recent renovation, circa 1939, and improve the primary building electrical, mechanical, and plumbing systems. Improvements include the replacement of the front entry doors and storefronts, installation of a new marquee sign to match one from the original installation, seating restoration, and other decorative enhancements. Additionally, separate fundraising will be generated to improve landscaping around the theater, improve the electronics systems in the theater, purchase furniture, and renovate the back building (owned by the Capitol Theatre) to create a black box studio for rehearsals, performances, and community / private events.

This project will re-establish the Capitol Theatre as a premier venue for performances in the region and contribute to the revitalization and reactivation of downtown Rome.



Rendering of Exterior Capitol Improvements

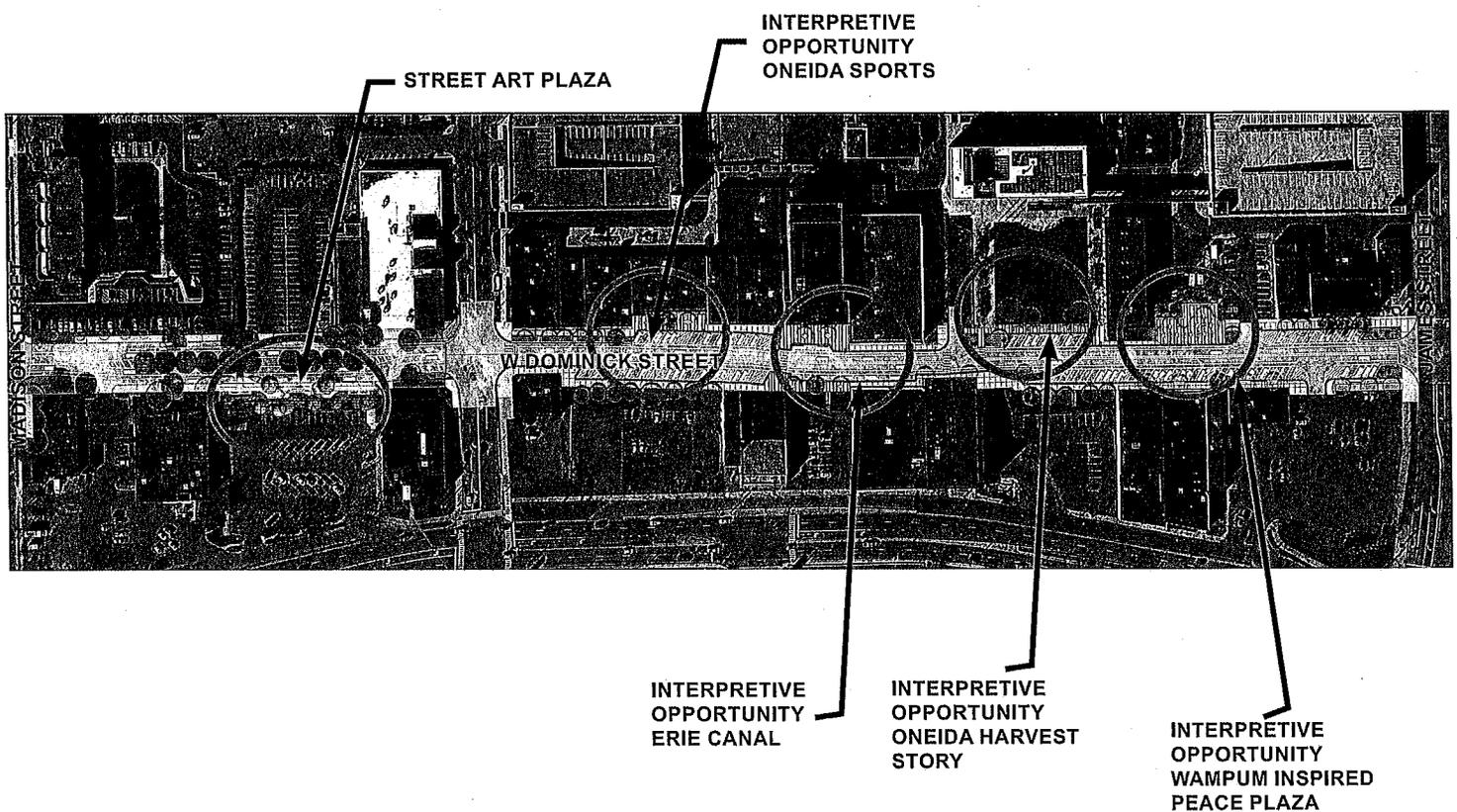


Improved Alleyway adjacent to Capitol Theatre

16 WEST DOMINICK ART PLAZA

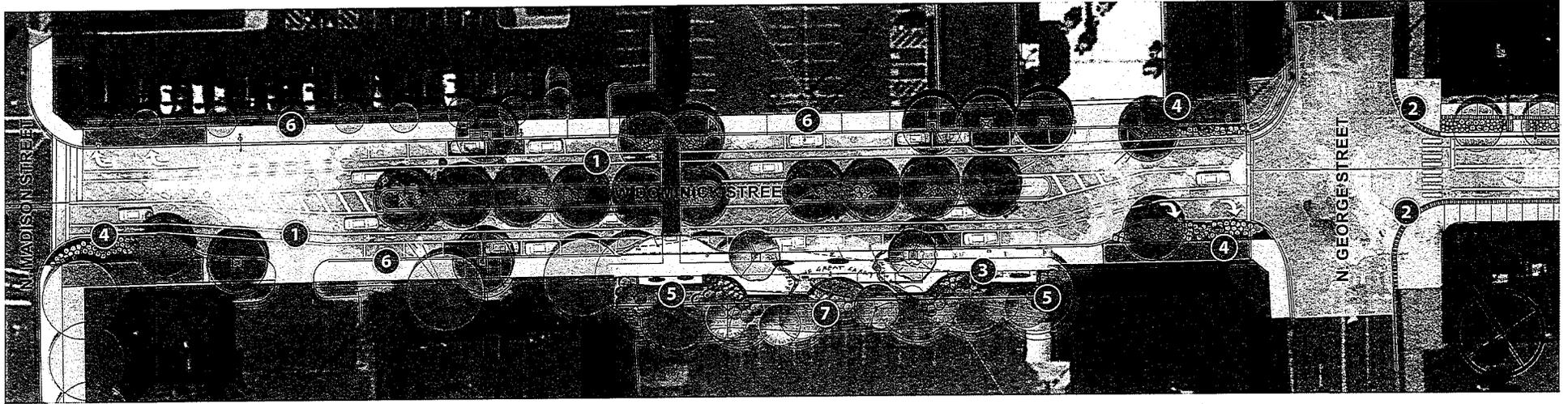
West Dominick Street is a major commercial corridor that is home to a number of small businesses and a vibrant art community within downtown Rome. This roadway provides residents and visitors access to the Capitol Theatre Complex, restaurants, cafes and art studios. Due to the large presence of the arts and cultural district, public art installations are recommended along West Dominick Street as a way to promote the art community and rich history within the City of Rome.

The West Dominick Art Plaza is a combination art installation and streetscape project to enhance the public realm. This project celebrates the Oneida Indian Nation and Rome's history with the incorporation of plantings, seating benches and public art sculptures extending from N. Madison Street to James Street.



Aerial View of Proposed West Dominick Art Plaza

BLOCK 1 | NORTH MADISON STREET TO NORTH GEORGE STREET

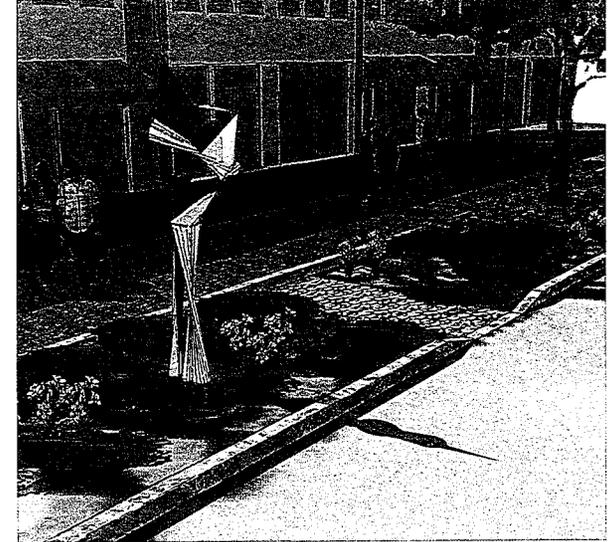


LEGEND

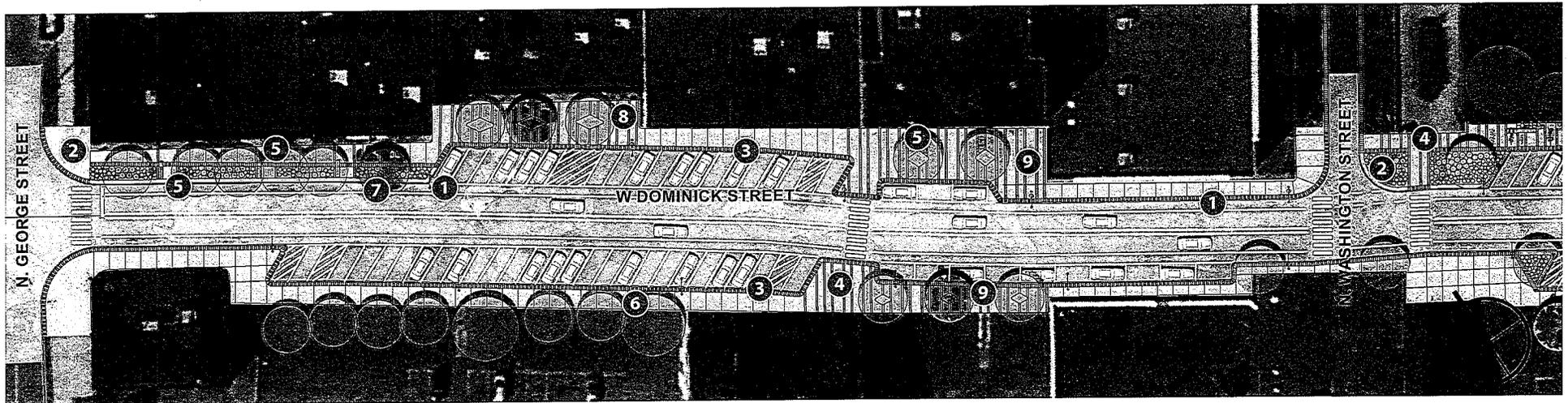
- 1. BIKE LANES
- 2. STREET EDGE PAVEMENT INSPIRED BY ONEIDA NATION BEADING
- 3. STREET ART PLAZA
- 4. RAIN GARDENS
- 5. BENCHES
- 6. LIGHT POLES
- 7. NEW PLANTINGS SIGNIFICANT TO ONEIDA NATION

 NEW TREE

 EXISTING TREE



BLOCK 2 | NORTH GEORGE STREET TO NORTH WASHINGTON STREET

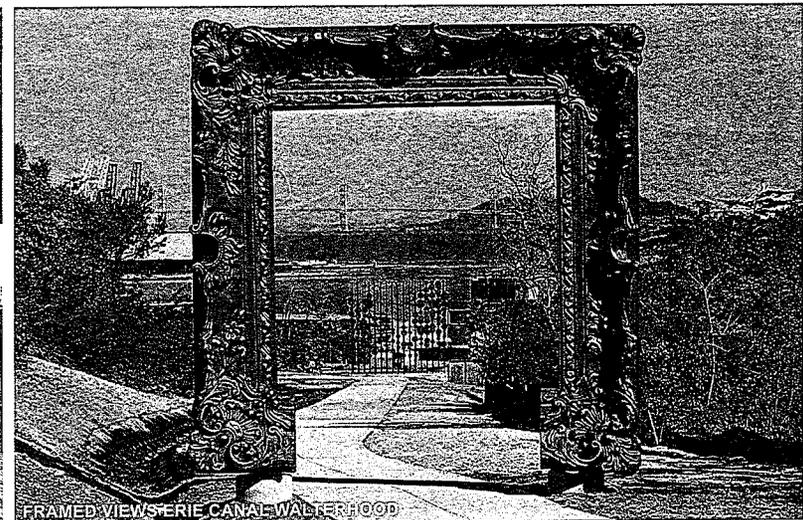
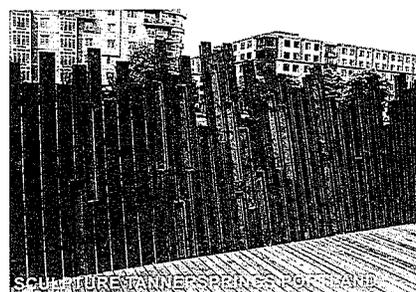
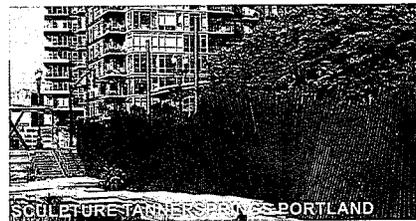
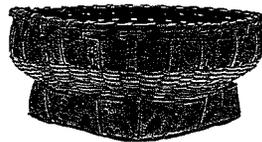
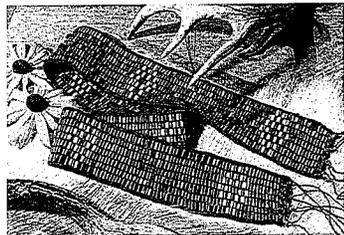


LEGEND

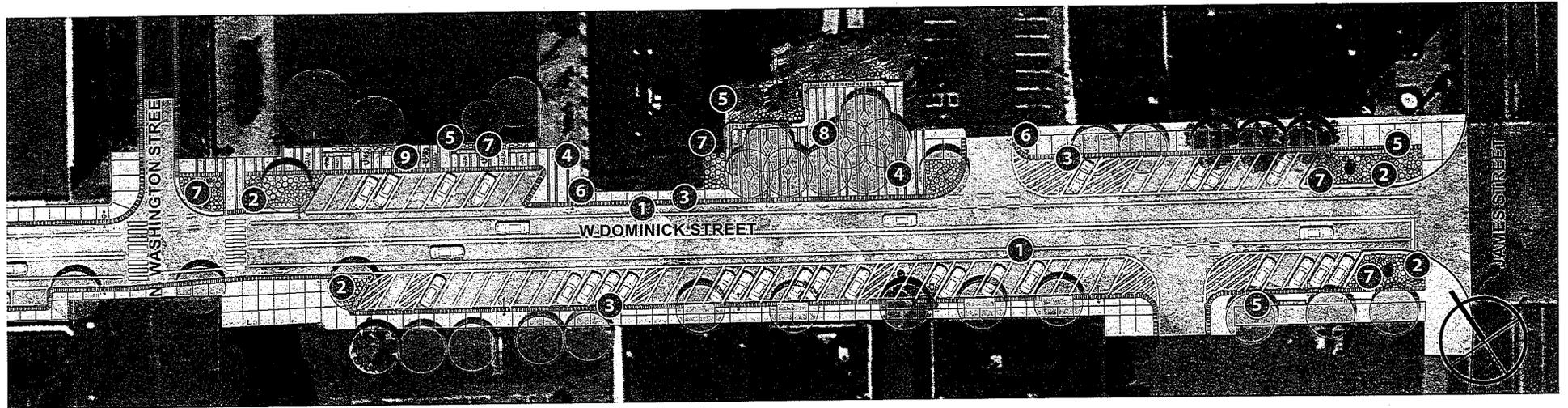
- 1. BIKE LANES
- 2. RAIN GARDENS
- 3. STREET EDGE PAVEMENT
DETAIL INSPIRED BY ONEIDA
NATION BEADING
- 4. PAVEMENT TREATMENT
INSPIRED BY THE ONEIDA
NATION WAMPUM
- 5. BENCHES
- 6. LIGHT POLES
- 7. NEW PLANTINGS SIGNIFICANT
TO ONEIDA NATION
- 8. INTERPRETIVE OPPORTUNITY
AREA- ONEIDA NATION SPORTS
- 9. INTERPRETIVE OPPORTUNITY
AREA- ERIE CANAL HISTORY

-  NEW TREE
-  EXISTING TREE

INSPIRATIONAL BEADING AND
BASKET WEAVING FROM THE ONEIDA
INDIAN NATION



BLOCK 3 | NORTH WASHINGTON STREET TO JAMES STREET



LEGEND

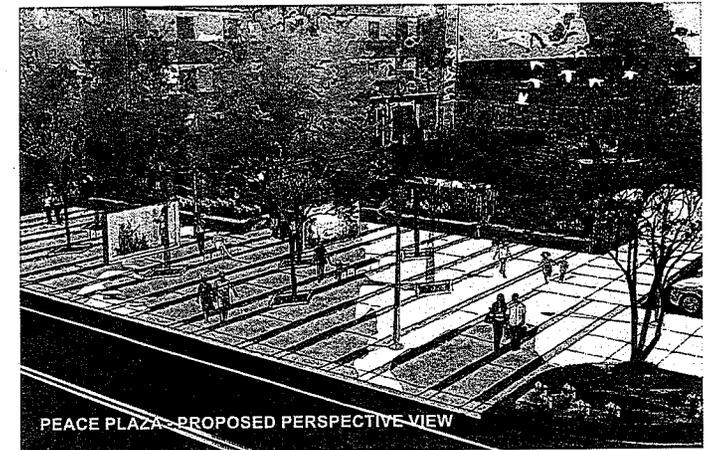
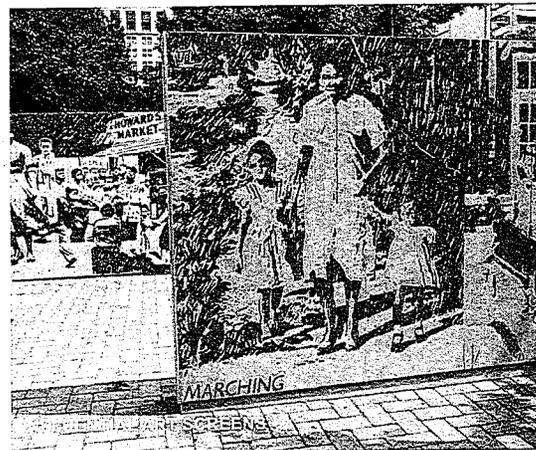
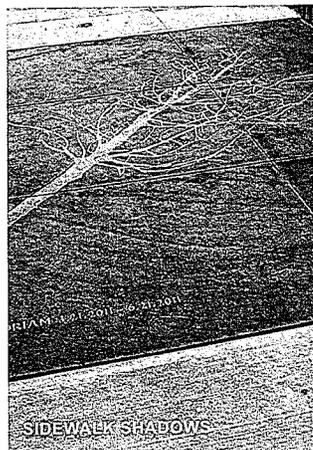
- 1. BIKE LANES
- 2. RAIN GARDENS
- 3. STREET EDGE PAVEMENT
DETAIL INSPIRED BY ONEIDA
BEADING
- 4. PAVEMENT TREATMENT
INSPIRED BY THE ONEIDA
WAMPUM
- 5. BENCHES
- 6. LIGHT POLES
- 7. ART SCULPTURE
- 8. PEACE PLAZA
- 9. INTERPRETIVE PAVEMENT



NEW TREE



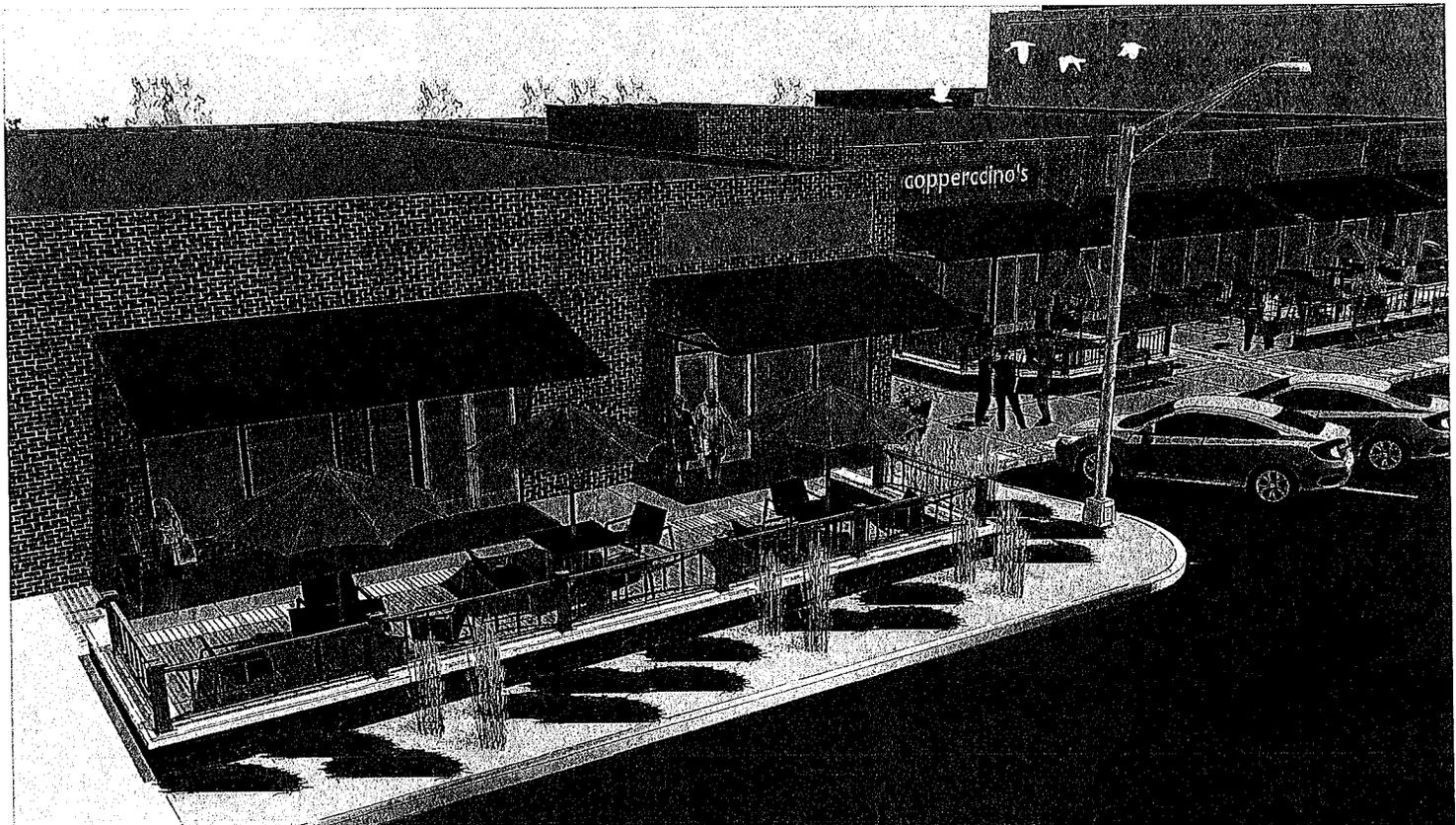
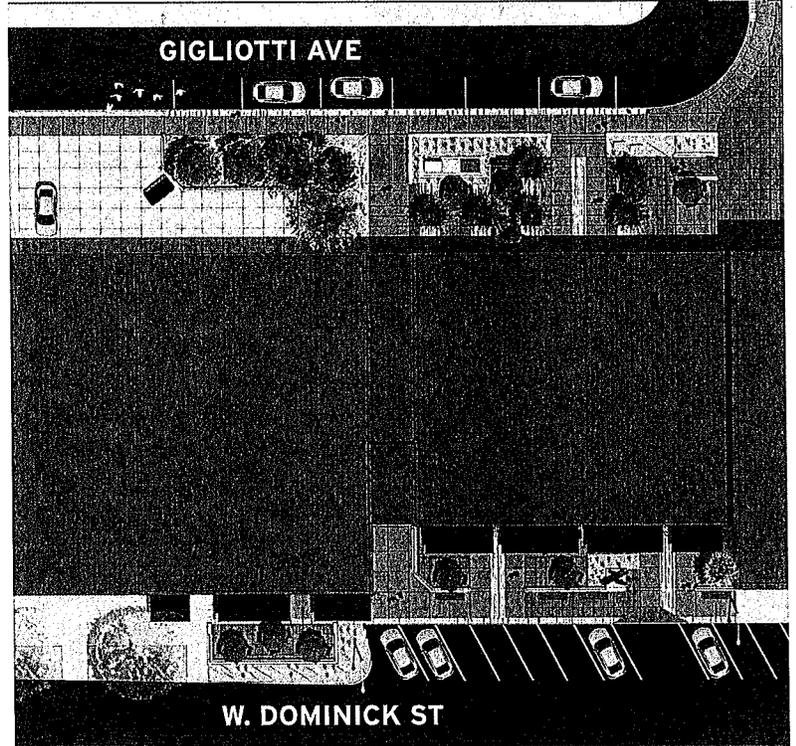
EXISTING TREE



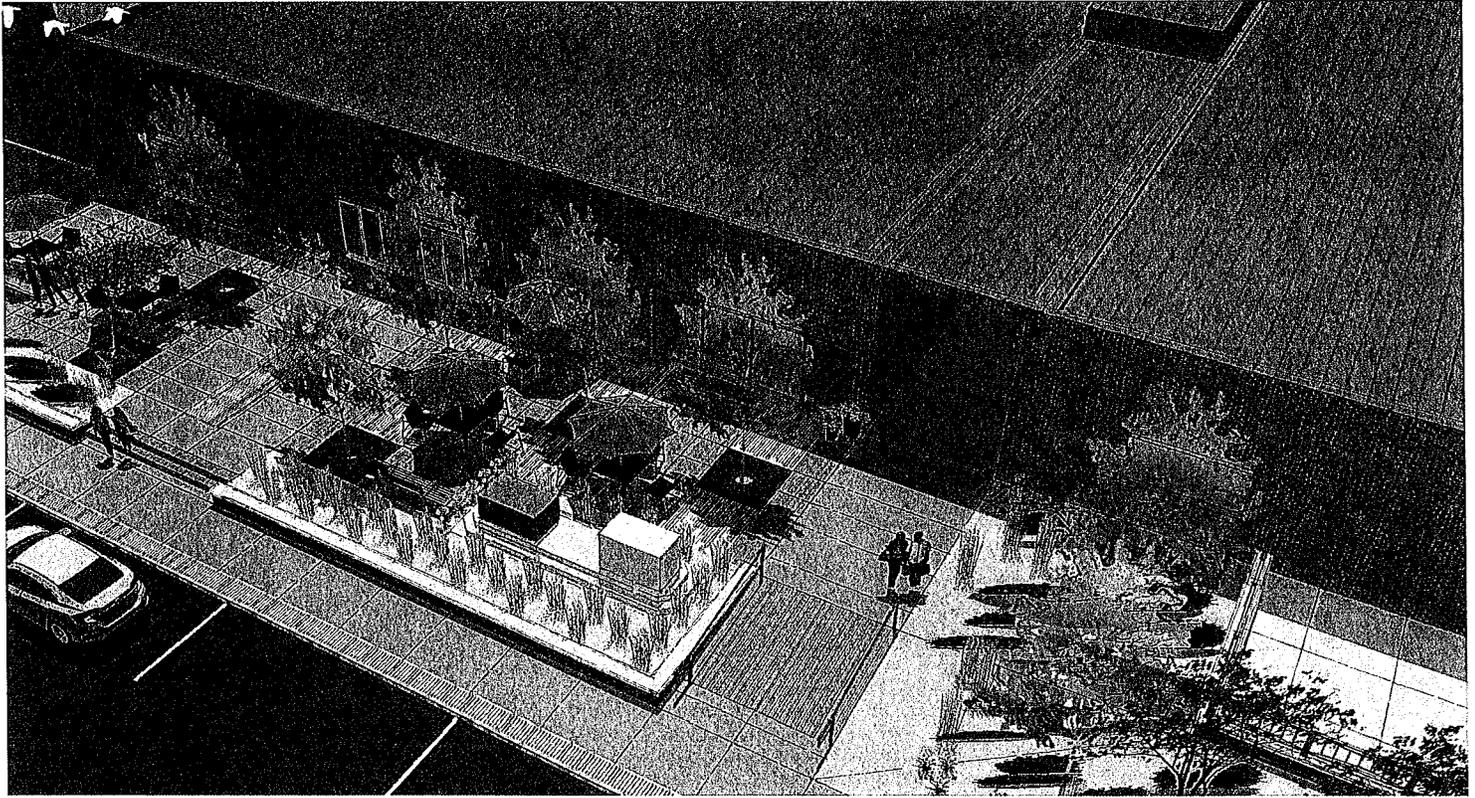
17 COPPER CITY COMMONS

Placemaking is an important component to downtown revitalization. Utilizing placemaking techniques to create public gathering spaces that the Rome community can utilize is recommended on West Dominick Street and Gigliotti Avenue. Improvements are recommended to activate the rear facades on West Dominick Street and create an interesting experience for pedestrians. This area of downtown contains a number of storefronts and cafes and is in proximity to the City Hall. The Copper City Commons project proposes enhancing the existing public space through placemaking and streetscape elements, including:

- Outdoor tables and seating opportunities;
- Designated parking spaces on Gigliotti Avenue;
- Enhanced landscaping;
- New sidewalks and curbing;
- Public art installation.



Rendering of Proposed Copper City Commons



These images reflect enhancements that could be made in the building rear of Coppercino's Coffee House. Creating a gathering space with seating opportunities across from the newly created public space at the corner of N. George Street and Liberty Street will create an enhanced and synergistic community space for residents and visitors.

STORYTELLING THROUGH PLACEMAKING

The implementation of the master plan and recent on-going investment means that there will be a significant amount of changes in downtown over the next several years. While there are design guidelines in place that relate to the downtown and its aesthetic appeal, ensuring a way to tell the story of Rome's history and create a cohesive sense of place is important. Storytelling and cohesive design throughout the downtown and Erie Boulevard BOA can take place through placemaking, whether it is derived from similar building materials, streetscape design, community spaces or public art features.

Several projects are proposed or already underway in the City of Rome that will begin this placemaking effort, including the West Dominick Art Plaza and Copper City Commons. These projects combine public art and pedestrian amenities to create an interesting, educational, and celebratory public space for both visitors and residents. Additional elements similar to this concept can be implemented throughout the City of Rome to visually and physically connect spaces to tell the story of Rome and its history. For example, streetscape design on West Dominick Street could include pedestrian and bicycle amenities, such as bike lanes and racks to help physically connect users to various destinations throughout the City, including Fort Stanwix.

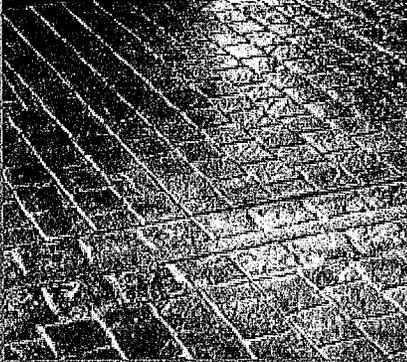
The following pages contain a materials palette that can be referenced for future public realm features, including street infrastructure and defining public realm features.



Representative Examples of Placemaking

STREETSCAPE MATERIALS AND AMENITIES PALETTE

Hardscape Materials



Integral Color Stamped Concrete

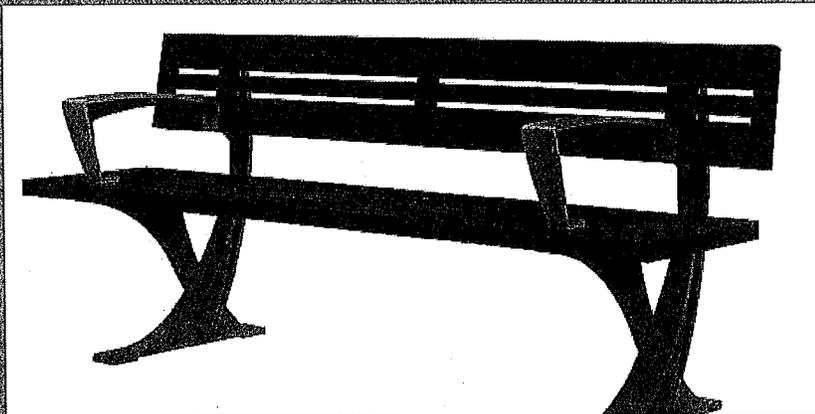


Paver Bands - Cambridge Driftwood



Broom Finished Concrete

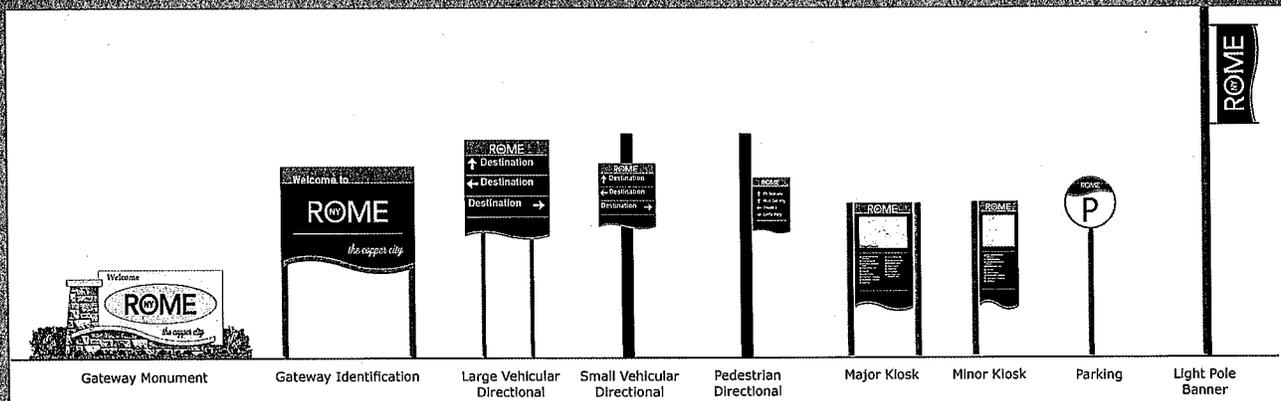
Streetscape Amenities & Wayfinding



Maglin - 6' MLB 1200 Series with Arms, Metal Components to be Black



Maglin - MLWR200-32 Color to be Black



Wayfinding Signage

Plantings



Honey Locust



Red Maple



Switchgrass



New England Aster



Black-Eyed Susans



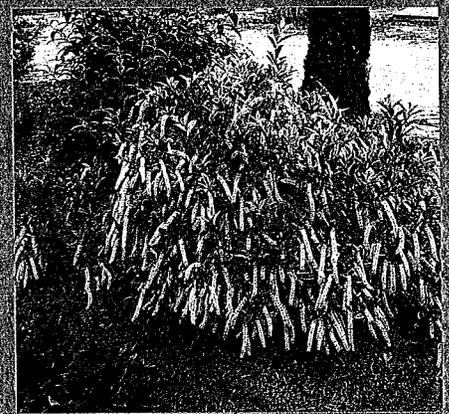
Salvia



Daylilies



Gro Low Sumac



Virginia Sweetspire

18 FREEDOM PLAZA PEDESTRIAN IMPROVEMENTS

Freedom Plaza is located along Erie Boulevard in close proximity to the downtown core and small-retail establishments. Currently, this plaza has a large surface parking lot that caters to vehicular users. Improvements in and around Freedom Plaza are proposed to increase walkability and connectivity to the downtown core.

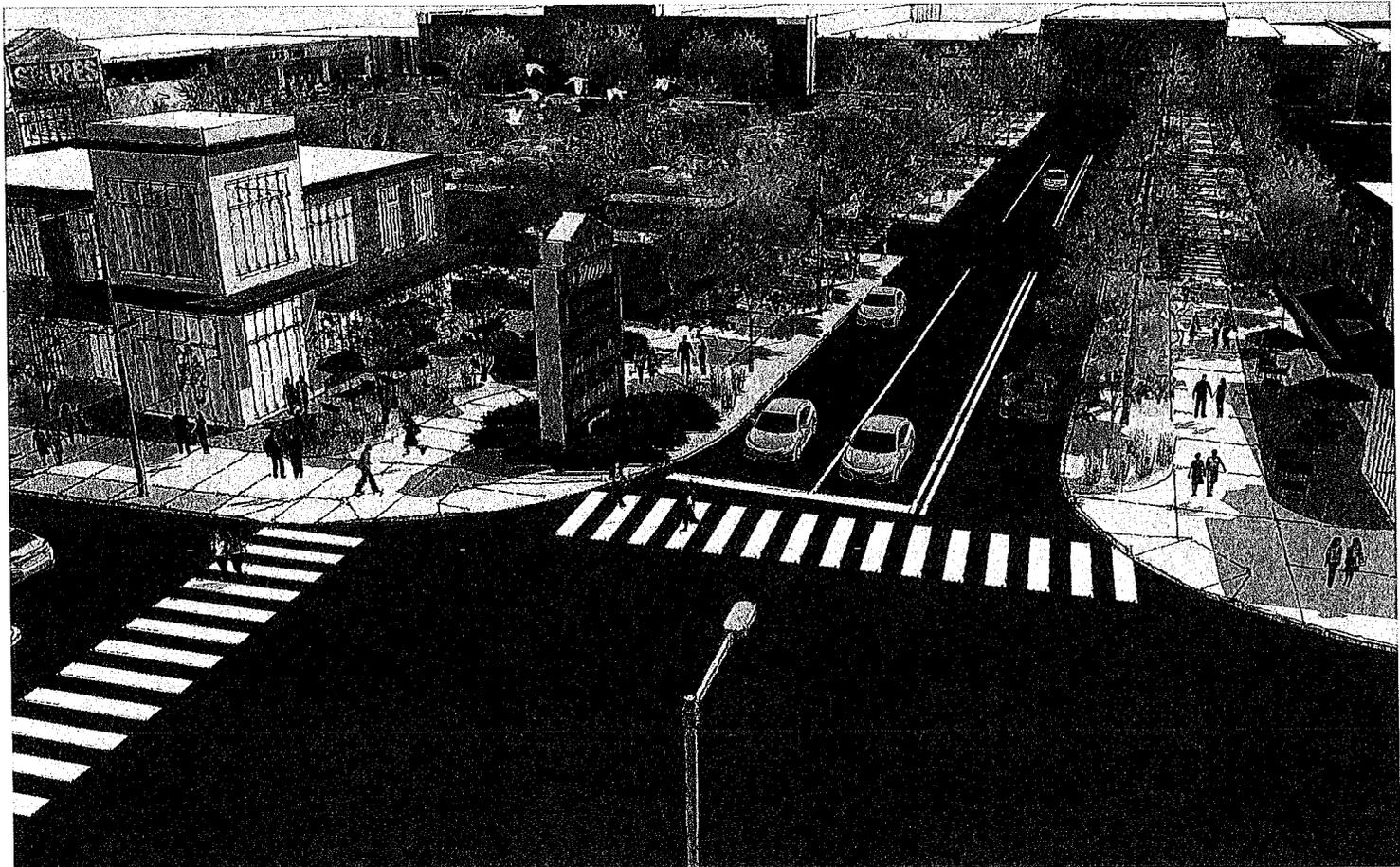
Recommended improvements include:

- Installation of sidewalks and landscaping from the plaza entrance to the existing storefronts;
- Installation of green islands within the parking lot;
- Streetscape enhancements, including planters and streetscape amenities along Erie Boulevard;
- Enhanced crosswalks on Erie Boulevard.

The proposed improvements will enhance the sense of place within the City of Rome. Safer crossings and streetscape amenities may encourage the patrons of Freedom Plaza to park and walk to downtown storefronts.

SHARED PARKING

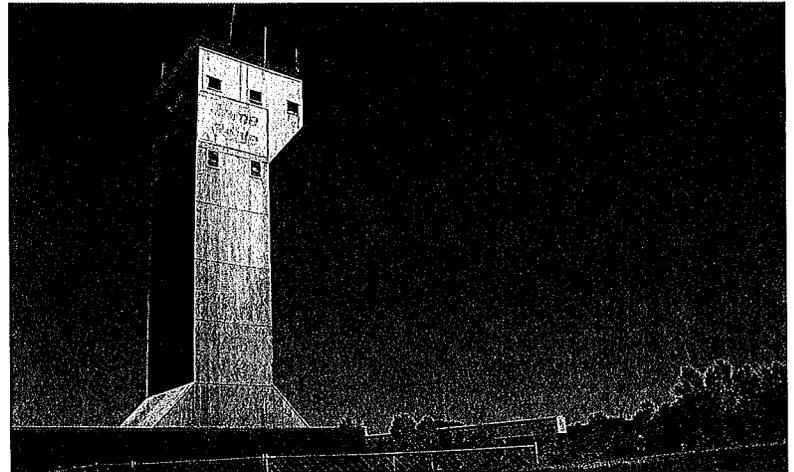
The inclusion of shared parking provisions may decrease the abundant parking that exists in downtown Rome. There are several instances of multiple, large parking lots adjacent to one another. Shared parking provisions and signage would allow property owners to combine parking facilities to reduce the amount of surface parking. This type of parking is effective within downtowns with mixed-use developments since parking demand for these uses varies throughout the day and would be suitable for the Freedom Plaza parking lot and proximate downtown parking lots.



19 ROME CABLE TOWER RE-IMAGINING

The Rome Cable Tower is a recognizable and iconic structure that signifies the City's industrial past. Since this cable tower no longer has a use for industrial purposes, re-imagining the structure in an artistic manner will preserve its historical integrity while also celebrating Rome's past.

This project proposes light projections or artistic paintings on the Rome Cable Tower to reuse the structure as an art canvas. This reimagining of the cable tower is anticipated to change the narrative surrounding the former industrial building and serve as an attraction and source of pride for the City. Light projections are versatile due to their ability to be changed and altered throughout the year. Projections could potentially promote specific events and activities throughout the City.

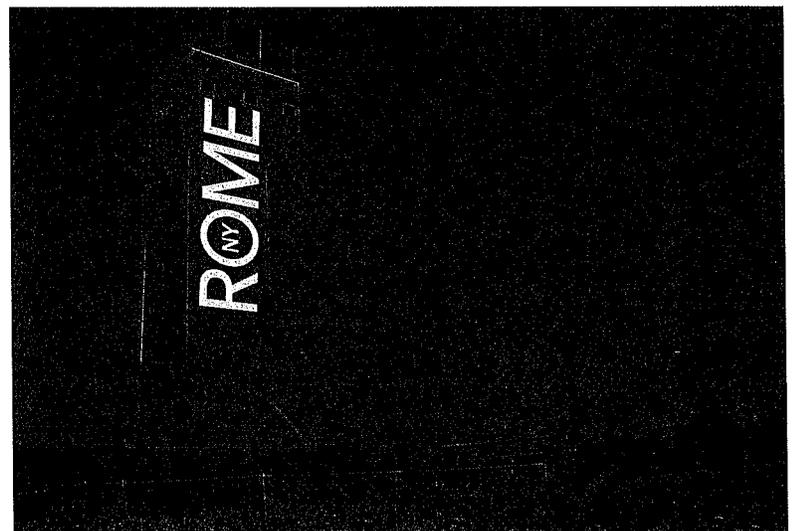
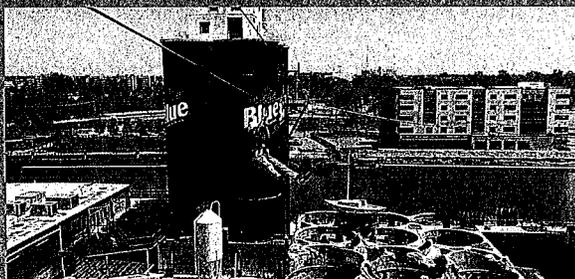


Existing Iconic Rome Tower Cable

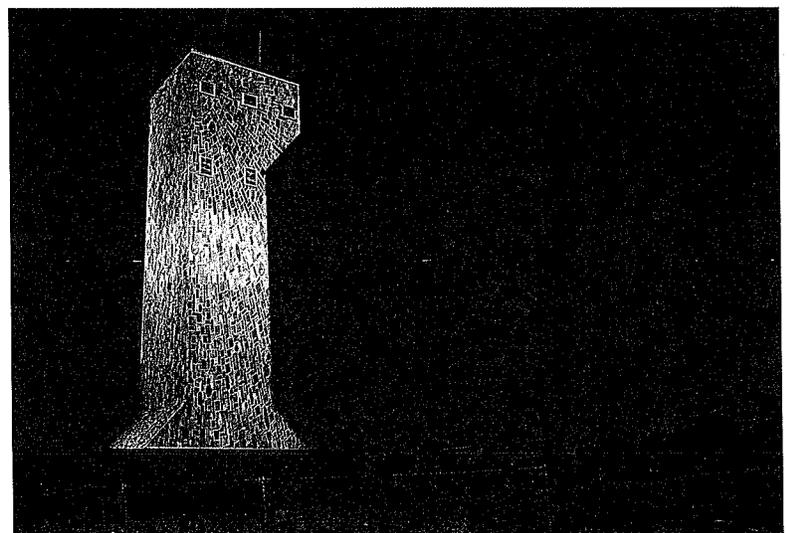
BUFFALO'S GRAIN ELEVATORS REIMAGINED

On the Buffalo River, adjacent to downtown Buffalo, sits a former grain elevator, which influenced the City's industrial history. Since this structure is no longer functional, city planners have reimagined this space to draw visitors to the waterfront.

Every night from dusk until 11 PM, the grain silo at Canalside features a light show that transforms the structure into a contemplative artistic light installation. This installation can be enjoyed by those of all ages and acts as a tourist attraction for the City. The City has also reimagined the grain elevators as Labatt Blue Beer Cans.



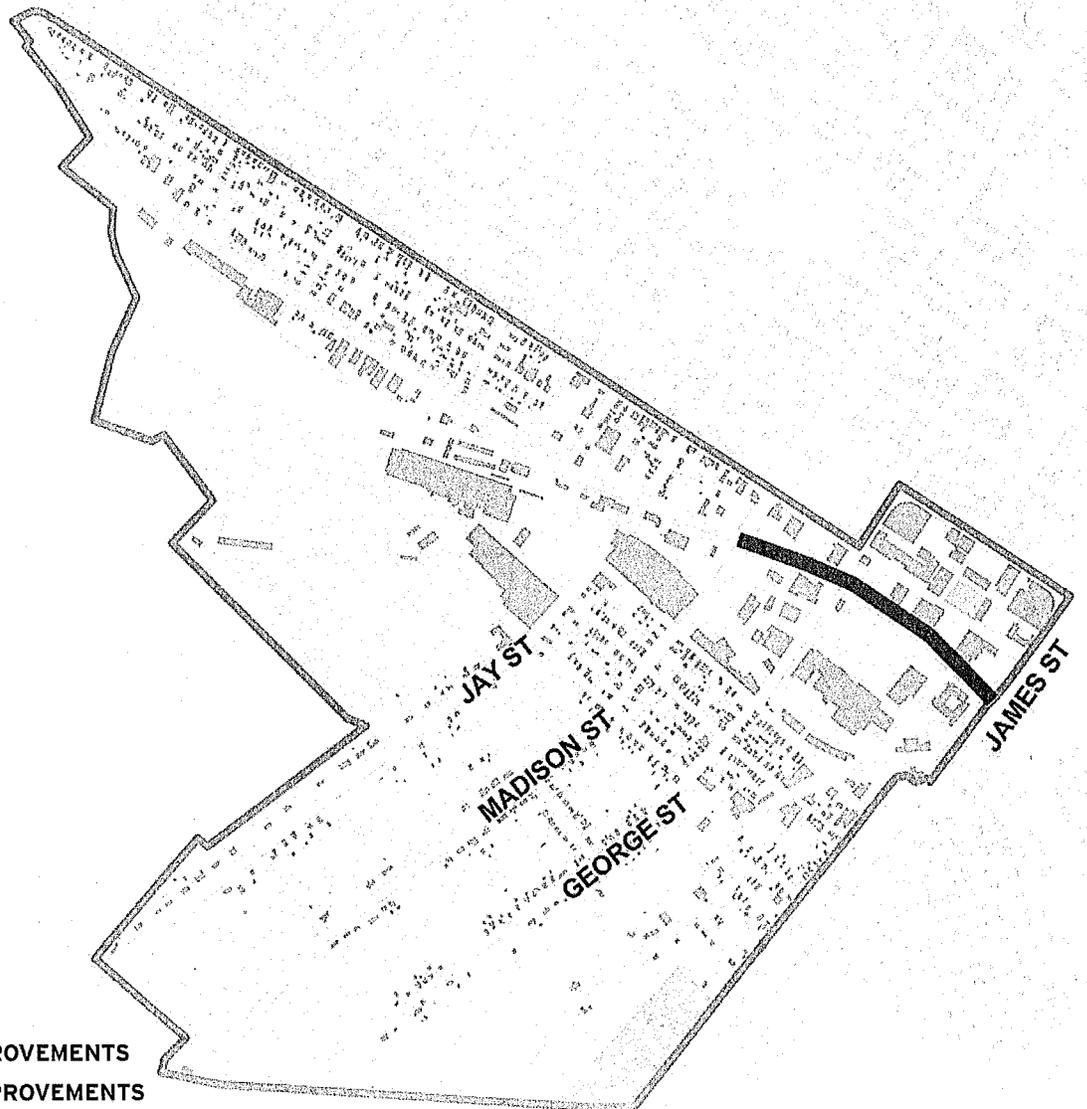
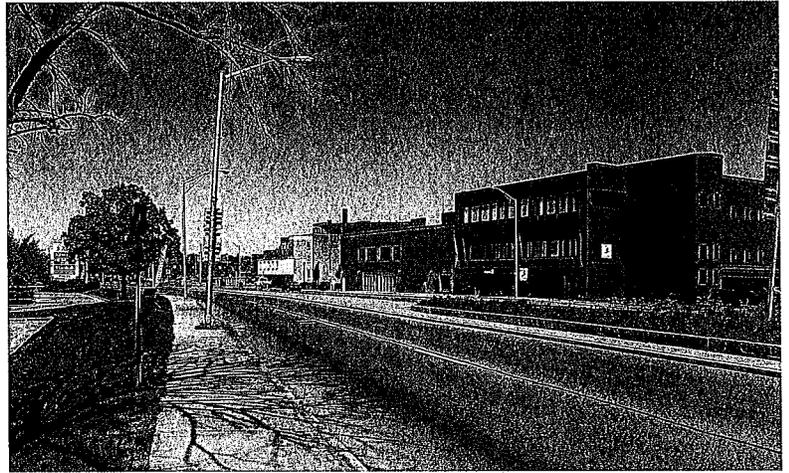
Light Projection Rendering



Mosaic Rendering

20 ERIE BOULEVARD IMPROVEMENTS

Erie Boulevard is a five lane roadway that travels through the entire BOA. This roadway is notorious for high traffic speeds and is a safety hazard for pedestrians and bicyclists. Improvements to this roadway are proposed to slow traffic and increase safety and encourage alternative modes of transportation. The character of Erie Boulevard changes significantly from west to east. As such, vehicular-oriented improvements are proposed on Erie Boulevard from the western BOA boundary to Madison Street, and pedestrian-oriented improvements are proposed from Madison Street to James Street.



LEGEND

- VEHICULAR IMPROVEMENTS
- PEDESTRIAN IMPROVEMENTS

PEDESTRIAN IMPROVEMENTS

Erie Boulevard from Madison Street to James Street encompasses the area of Rome's downtown core; therefore, walkability and connectivity is desired on this section of the roadway to create an active and vibrant streetscape and strengthen the connection between the north and south sides of Erie Boulevard. Improvements include sidewalk enhancements, installation of street trees and landscaping, installation of streetscape furniture including benches, and bicycle racks, and creating a designated bicycle lane. These improvements will create enhanced connectivity throughout the downtown core and to surrounding residential neighborhoods.

PEDESTRIAN-ORIENTED DESIGN

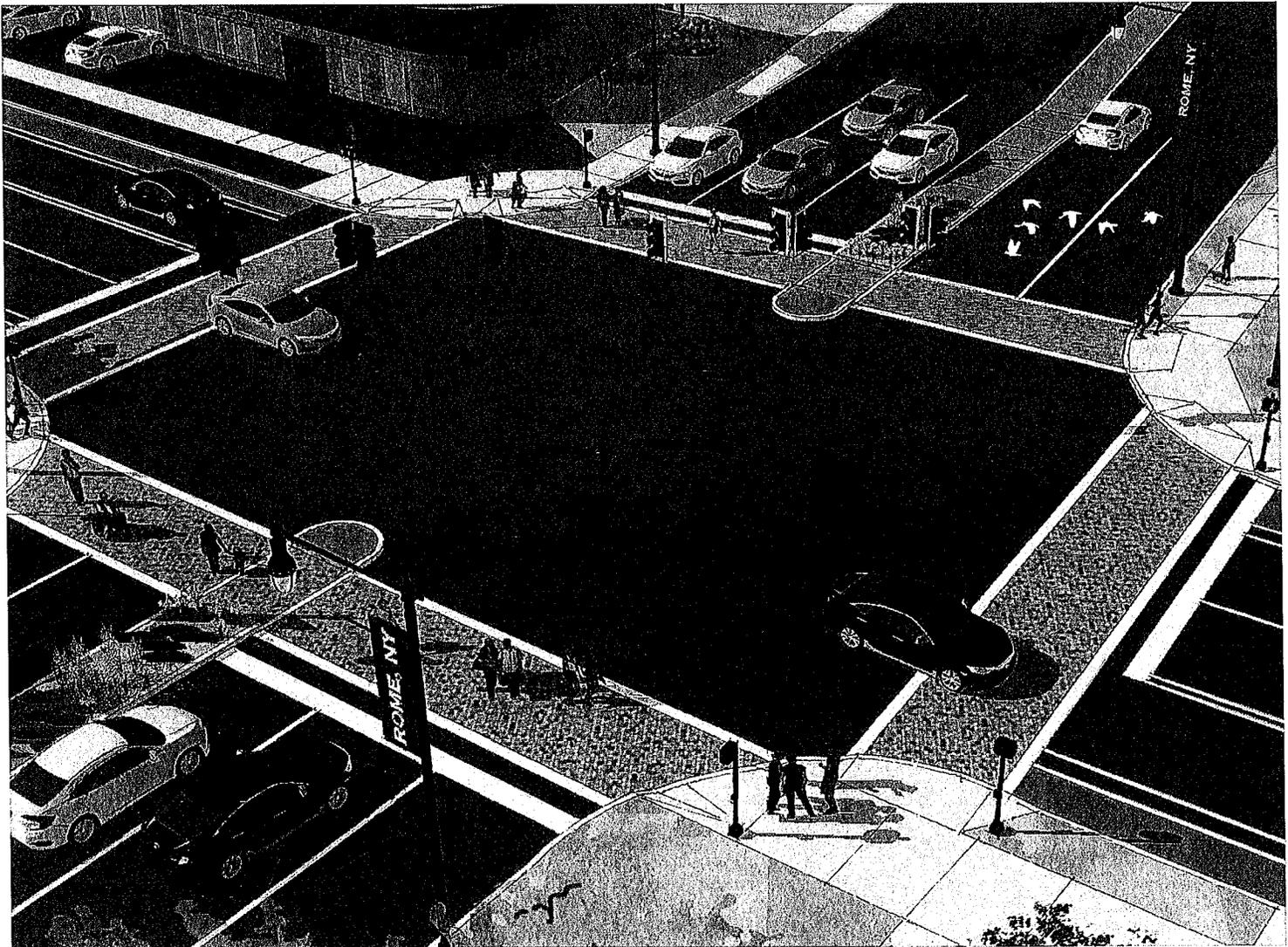
Pedestrian-oriented design encourages a dense mix of land uses including compact residential and commercial areas, smaller block sizes, design features that prioritize pedestrian safety, and local amenities such as parks, street trees and public art. Pedestrian-oriented design also helps to make places more walking friendly by providing a range of transportation options. Improvements such as clear, comfortable pedestrian pathways, bicycle connections, bicycle parking, access to trails, walkways, and transit options enhance the pedestrian experience.



The pedestrian improvements shown here are a shorter term solution to pedestrian access on Erie Boulevard. Additional pedestrian improvements within Freedom Plaza are representative of the longer-term walkability vision for this area in downtown Rome.

INTERSECTION IMPROVEMENTS

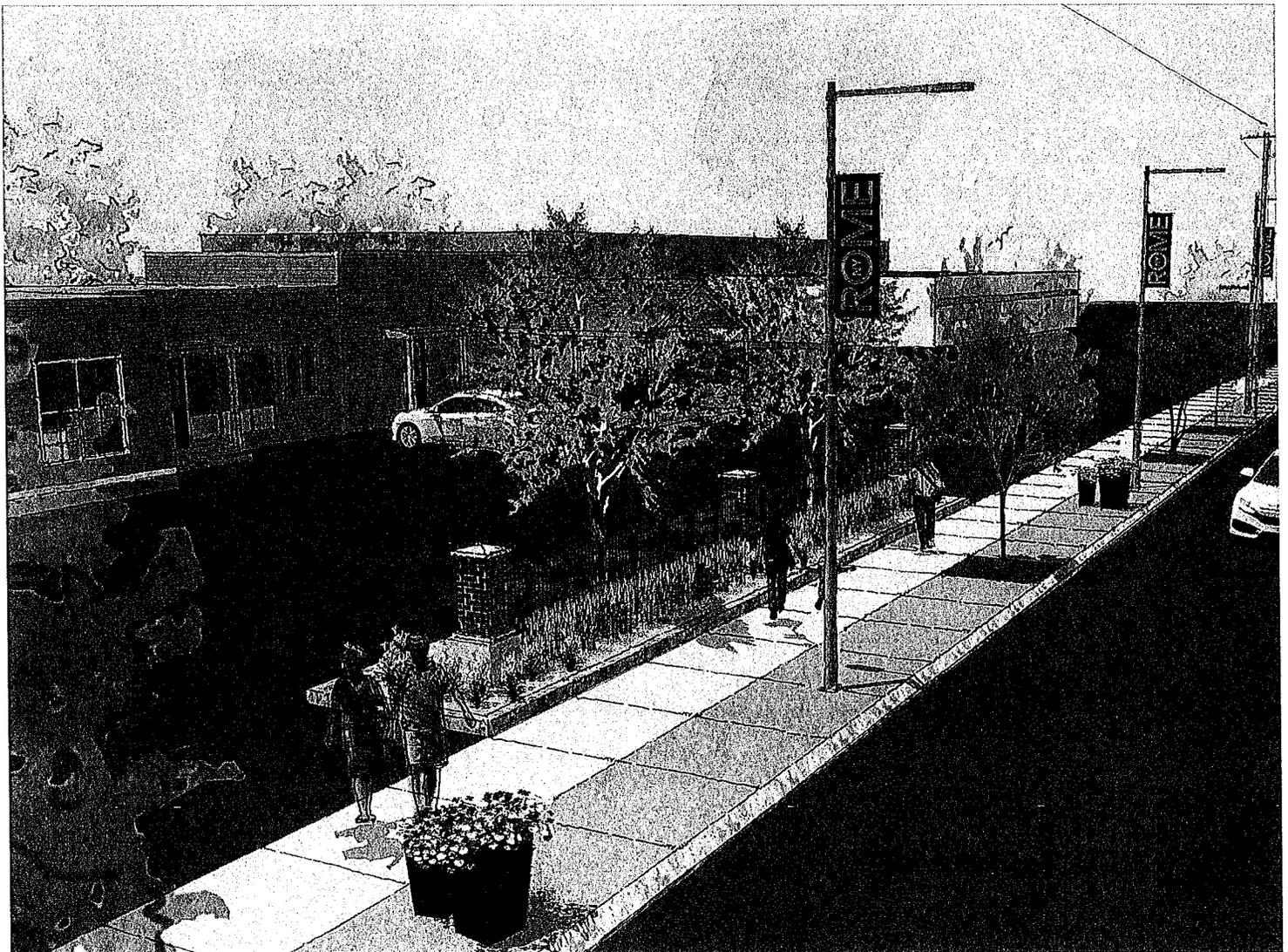
As a component of the pedestrian improvements, intersection improvements are also recommended on Erie Boulevard to increase pedestrian safety and create a more comfortable experience for users when crossing this roadway. The proposed improvements to Freedom Plaza will draw additional visitors to downtown and the desire to create a seamless connection to and from the north and south side of Erie Boulevard is possible through these types of intersection enhancements. Creating visually enhanced crosswalks will place more focus on other types of users will encourage pedestrian and bicycle usage in this section of the City.



Proposed Intersection Improvements on Erie Boulevard and George Street

VEHICULAR IMPROVEMENTS

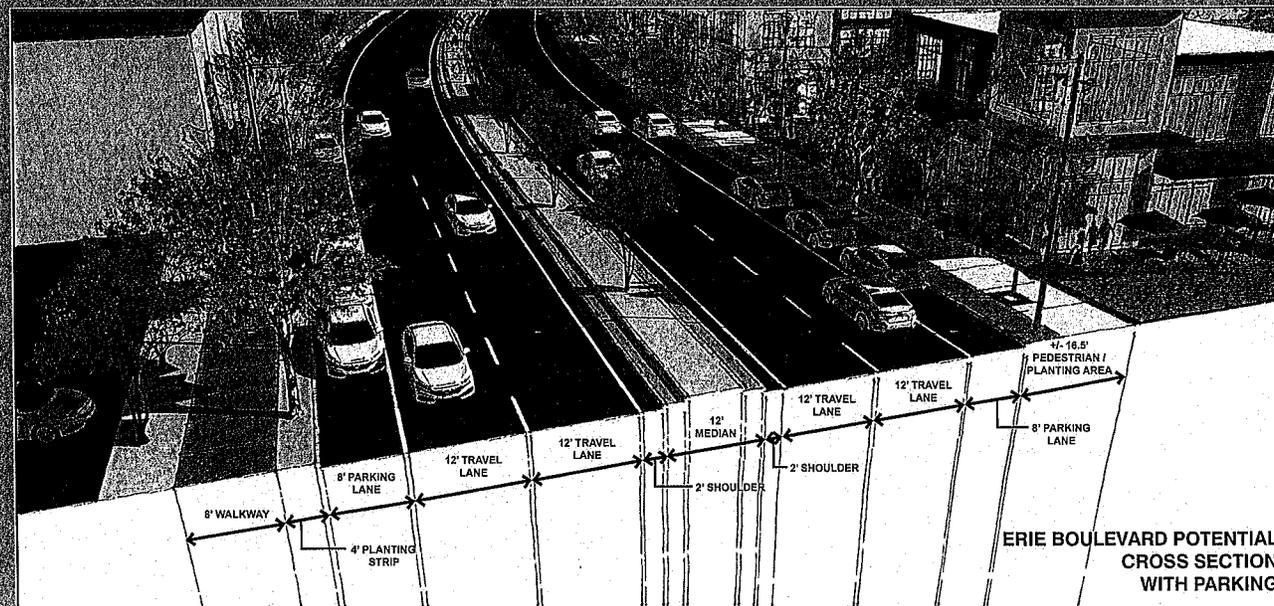
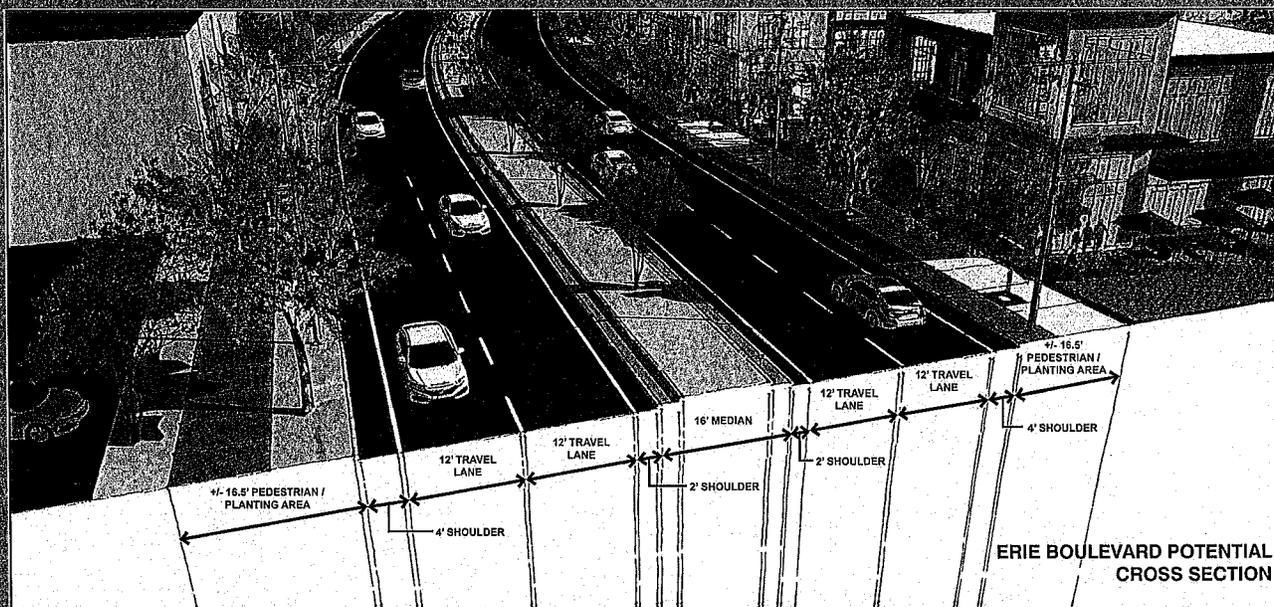
The western end of Erie Boulevard is characterized by inconsistent building design, large building setbacks that comprise primarily service-oriented retail establishments. This section of the roadway is focused on vehicular traffic rather than pedestrians and bicyclists. Since this section is removed from the downtown core of Rome, improvements include enhancements for all users, but are more vehicular-oriented. Improvements include vehicular-scaled amenities, such as light poles, but will also include sidewalk enhancements and landscaping.



Proposed Vehicular Improvements on Erie Boulevard

ERIE BOULEVARD REDESIGN

In 2005, the City of Rome adopted a Comprehensive Plan that contains initiatives and planned investments for the City. Within this plan, there are recommendations for the redesign of Erie Boulevard increase the functionality of the roadway for pedestrian, vehicular and bicycle access. Improve the aesthetic appeal of the roadway and implement landscaping improvements. Two potential cross sections representative of the Comprehensive Plan's proposed improvements are shown below. There are a range of Erie Boulevard improvements that could be implemented to enhance the streetscape, improve multi-modal transportation, and create a visually appealing streetscape to catalyze economic development and downtown vitality.



21 ERIE BOULEVARD PEDESTRIAN CROSSING

In addition to Erie Boulevard streetscape enhancements, crosswalk enhancements are proposed for the Erie Boulevard and West Dominick Street intersection to improve connectivity throughout the BOA and enhance visibility. This improvement will allow a more seamless and safe connection to the enhanced trail network recommended throughout the Erie Boulevard BOA. Increasing visibility of this crosswalk could include colored and textured treatments, as well as high visibility paint. Treatments are intended to warn drivers of potential pedestrians and slow traffic, which will improve safety for all users.

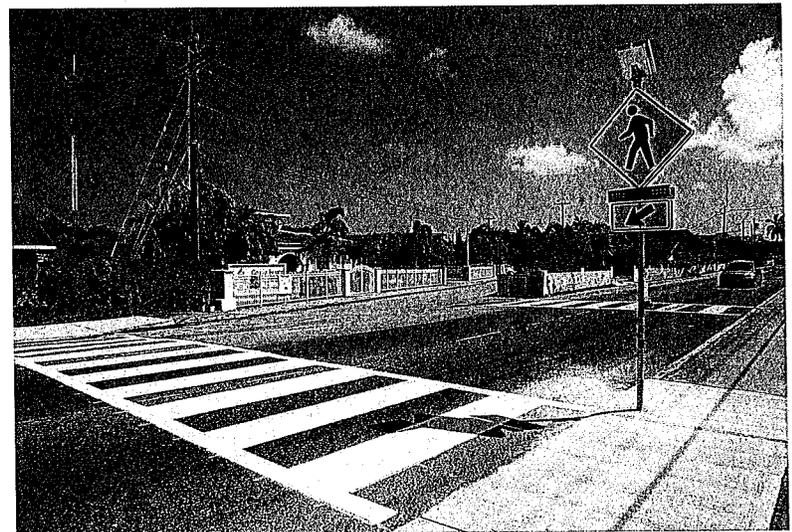
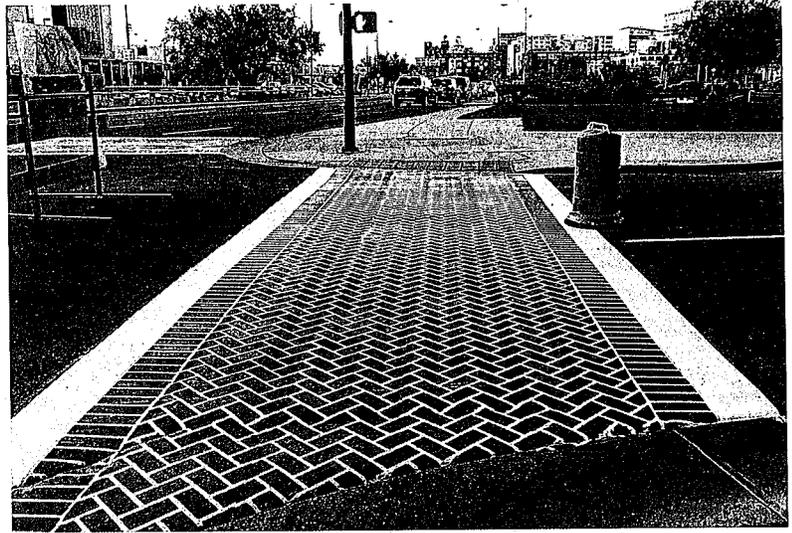
WALKABILITY AND ECONOMIC DEVELOPMENT

Is there a connection between street design, walkability and the economic vitality of a neighborhood or downtown? Urban planners across the country say, "YES!"

The basic hypothesis is that changes in travel patterns, spending patterns and neighborhood desirability caused by changes in the street environment can impact the amount of activity businesses generate.

Improving access for all modes of transportation, including pedestrians and bicyclists, has been shown to increase the consumer base for local businesses who rely on street traffic. By creating a more comfortable, enjoyable public realm, people are more likely to spend more time on the street and travel further distances to arrive at a particular location.

Beyond potential impacts on retail traffic, an improved street environment might also affect other economic outcomes in a less direct way, such as retail and office rents and property values, by changing the perceived desirability of a street or neighborhood.

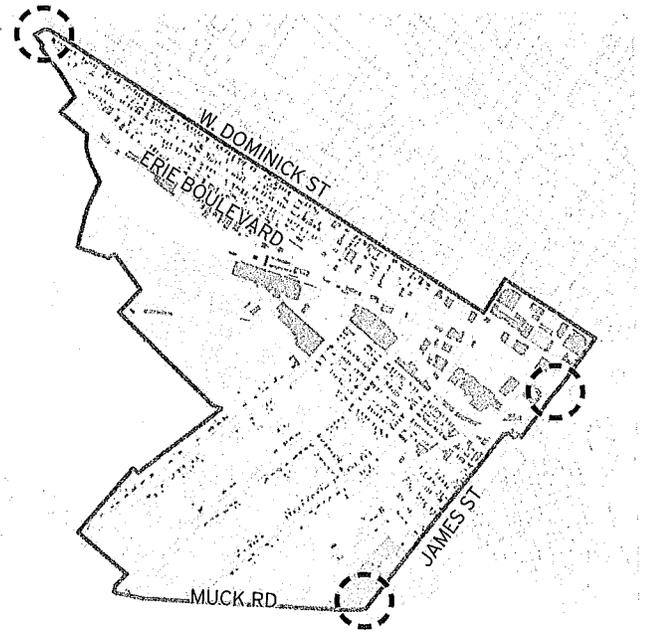


Representative Images of Enhanced Crosswalks

22 GATEWAYS

Signage is an important component of creating welcoming destinations. As part of the overall signage and wayfinding system, gateway signage is proposed in three locations within the Erie Boulevard BOA. These gateways are intended to designate entry into the City of Rome and downtown core and will serve as an identifiable feature to welcome residents and visitors.

These gateways are the “first impression” a visitor has of the City or downtown area; therefore, these signs should be consistent in design and reflect the desired design aesthetic for the overall system. These entryways can also be enhanced with lighting and landscaping to further define them. Plantings that may be incorporated include street trees, shrubs and greenery.

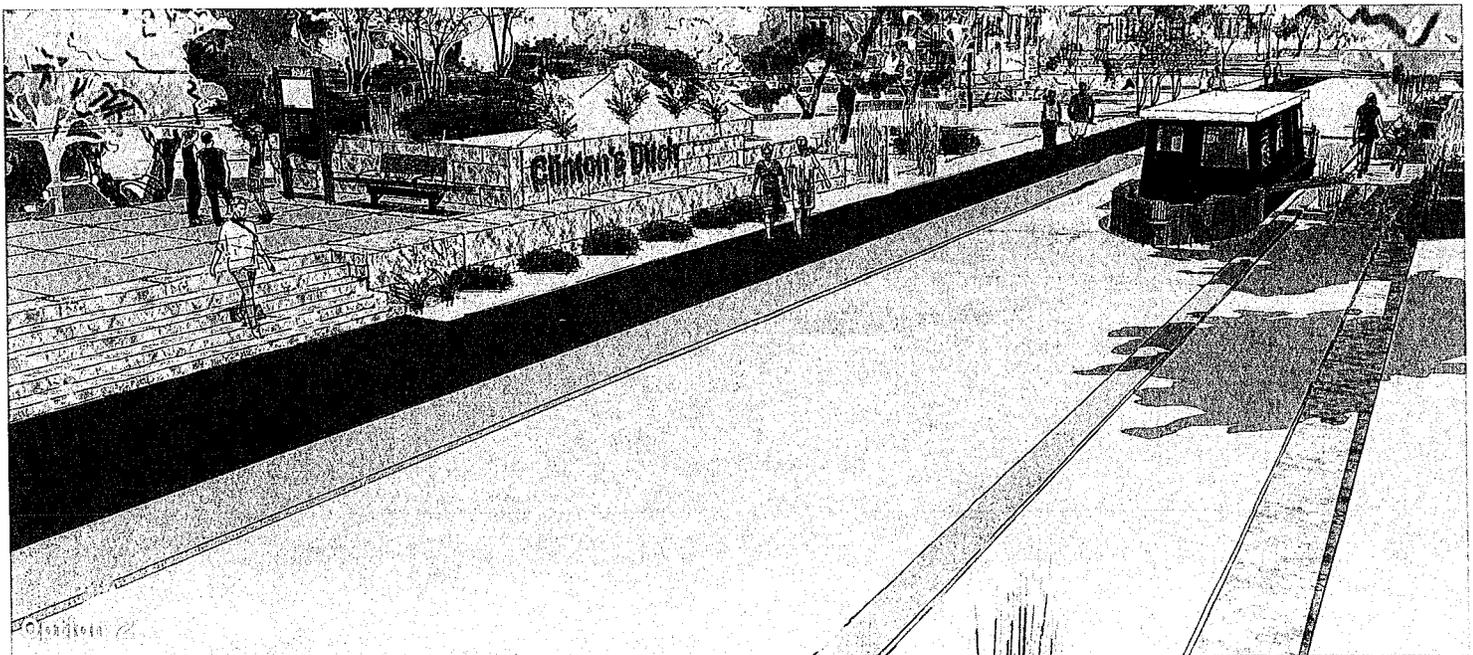
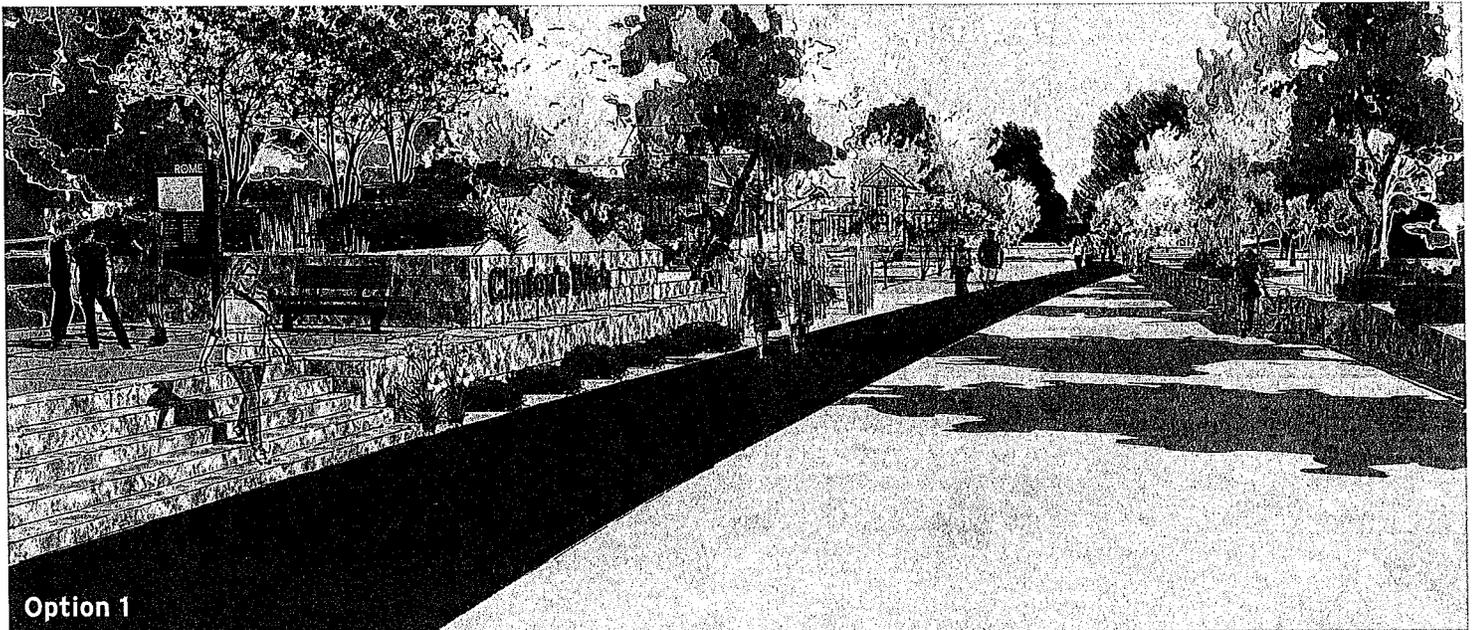


Examples of Gateway Signage

GREENWAY CONNECTIONS

23 CLINTON'S DITCH TRAIL / INTERPRETATION

Rome has a rich history surrounding the construction of the Erie Canal in the early 1800's. What is now referred to as "Clinton's Ditch" was the first shovel in the ground to construct the Erie Canal. This spur of the Erie Canal is now filled in with soil; however, this area still carries significant history. To celebrate the history of the area and create a connected greenway network, improvements along Clinton's Ditch are proposed from South James Street to South Jay Street. Two options for the trail interpretation include constructing a multi-use trail, while the other includes re-watering of Clinton's Ditch. These improvements will provide enhanced connections for the overall trail network and proposed light industrial business park.

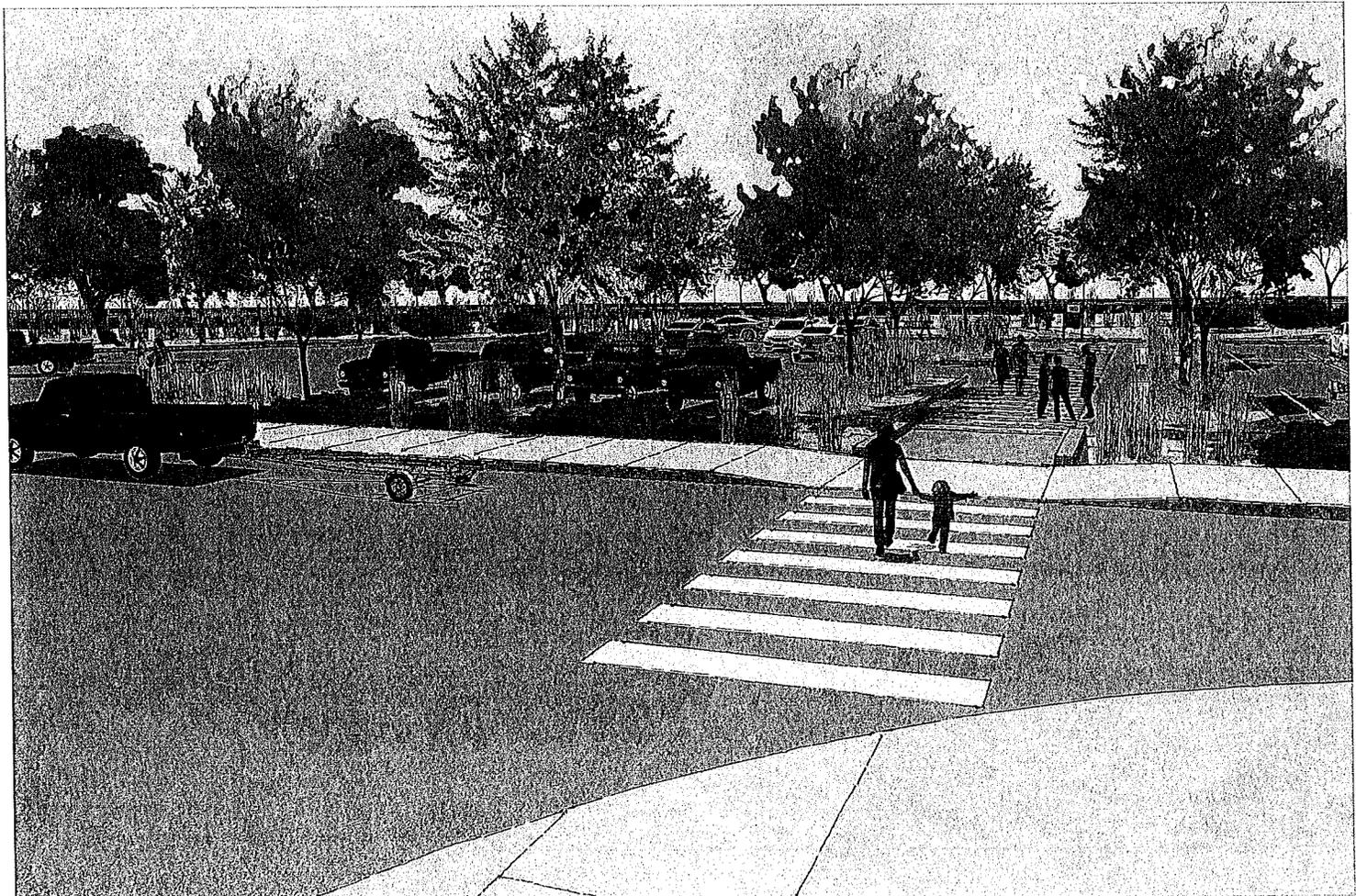


24 S. MADISON STREET PEDESTRIAN IMPROVEMENTS

Connectivity throughout the City of Rome is important for resident quality of life and visitor ease of access. The neighborhoods in the southern portion of the Erie Boulevard BOA and the Erie Canal are currently disconnected from downtown Rome. To provide more multimodal connections between these destinations, pedestrian improvements along South Madison Street are recommended. Improvements include greenway multi-use path construction on both sides of Madison Street from Erie Boulevard to Muck Road as well as a strengthened crosswalk connection at the intersection of South Madison Street and Muck Road. The installation of a painted crosswalk at this intersection will provide safer access to the proposed boat launch along the Erie Canal.



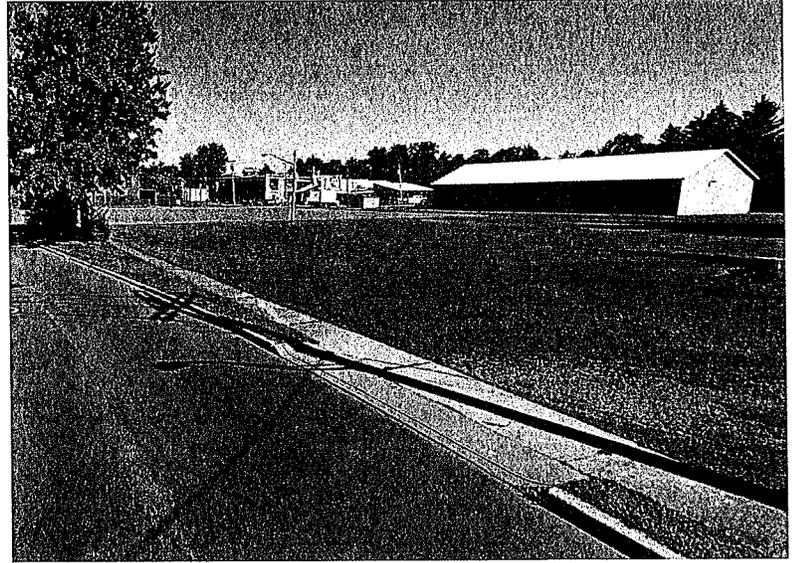
Existing View of S. Madison Street from Boat Launch



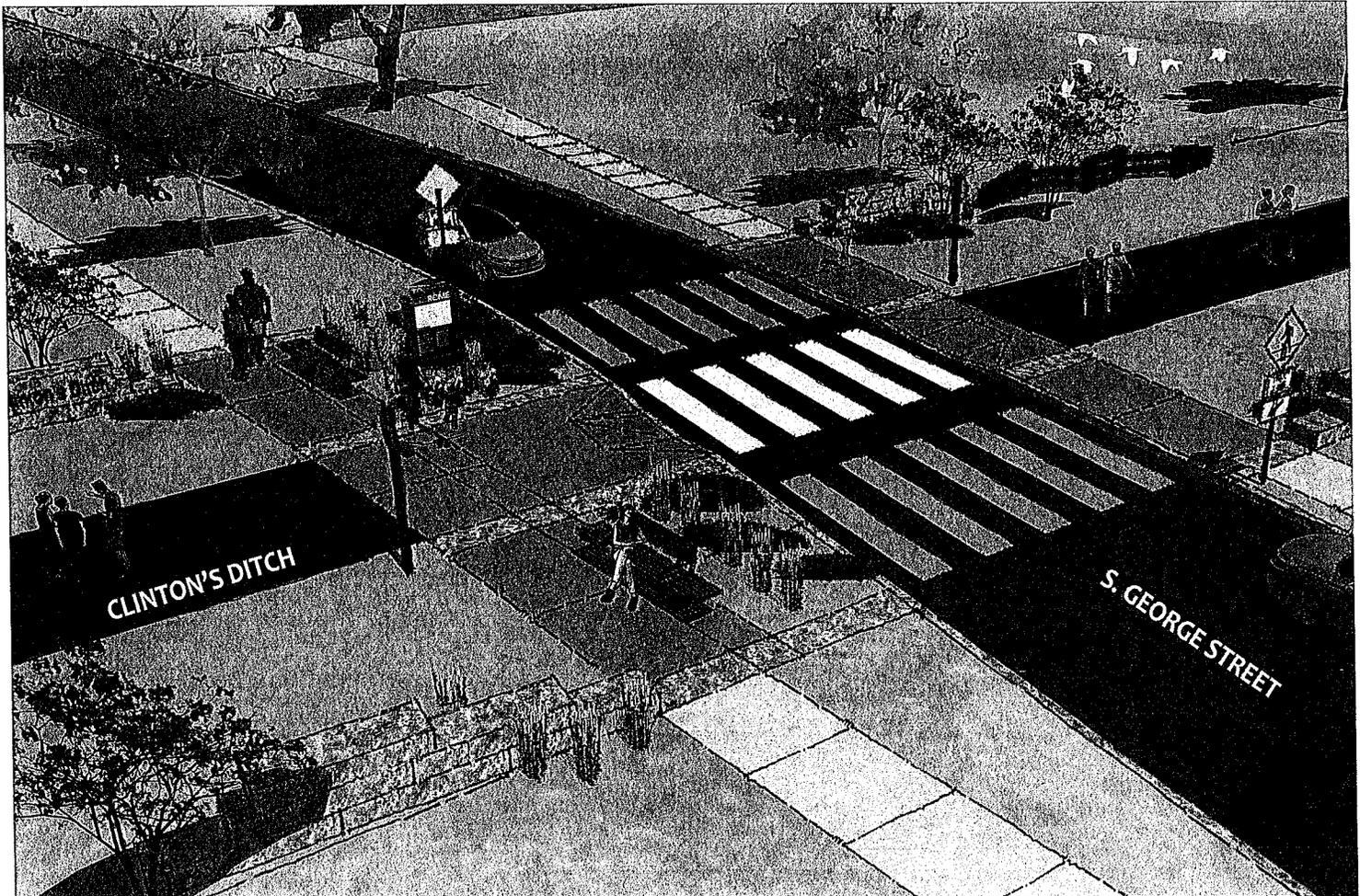
Proposed Crosswalk Connection to Boat Launch

25 S. GEORGE STREET PEDESTRIAN IMPROVEMENTS

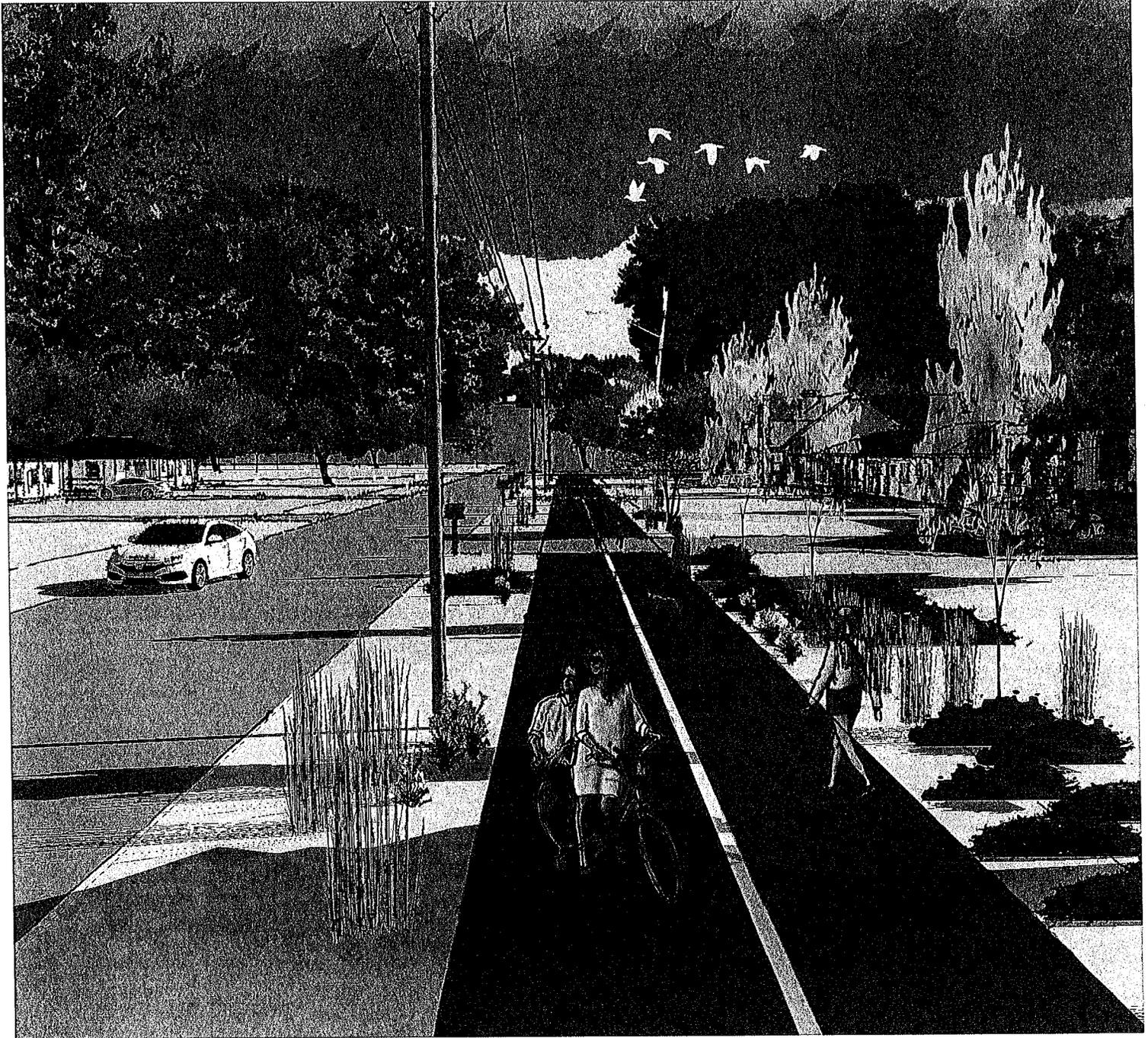
Connectivity enhancements are also proposed on South George Street to connect the residential area and Erie Canal to downtown Rome. Improvements are recommended on South George Street adjacent to the proposed Clinton's Ditch enhancements to create an inviting and welcoming space and links destinations within the City. Crosswalk paint could include vibrant blue paint to represent the water elements of the Erie Canal and historic Clinton's Ditch.



Existing Conditions on S. George Street



Proposed Crosswalk Connection



Providing separated and defined pedestrian pathways within the South Rome neighborhood will encourage walkability and exploration throughout the City of Rome. Residents and visitors alike will feel more comfortable and safe on these pedestrian networks and be more likely to spend more time visiting the Erie Canal and downtown Rome.

BENEFITS OF GREENWAY CONNECTIONS

Greenways are linear elements of our communities. Trails provide connections that tie communities together, link park and recreation opportunities, and serve as transportation routes. Greenways provide connections that tie natural systems together and conserve important natural resources and character. Although trails and greenways are primarily links in a large system, they can be destinations in their own right.

Why are greenway connections important?

- + Greenways encourage physical activity
- + Greenways increase property values of adjacent properties
- + Greenways protect important natural resources
- + Greenways connect community assets and encourage tourism

THE POSITIVE VALUE OF GREENWAYS | PITTSBURGH, PA

The City of Pittsburgh, PA recently constructed the Three Rivers Heritage Trail, which is a 24-mile multi-use riverfront trail system that connects Pittsburgh's three rivers; the Allegheny, Monongahela, and Ohio Rivers. This trail system provides access to city neighborhoods, business districts, and local attractions. The trail promotes a healthy lifestyle, is popular for recreation, and provides a safe route for commuters.

According to a study, this trail system has positively affected home prices and has benefited the local and regional economy in Pennsylvania. The study found that in 2014 the Three Rivers Heritage Trail received roughly 622,873 visits resulting in an economic impact of \$8,286,026. A total of 75% of these users were city residents, 15.5% lived in the county outside of Pittsburgh and 9% came from further away.



26 CLINTON'S DITCH INTERPRETIVE PARK

As part of the overall greenway plan for the Erie Boulevard BOA, an interpretive passive park is proposed. This passive and wild park will allow the opportunity for resident and visitors to experience the outdoor and natural areas within the City of Rome. These parks typically do not have programmed spaces other than benches and walking paths, so that users can observe wildlife and study nature. Elements of this park could include interpretive and educational elements focused on the surrounding natural landscape and wetlands, as well as scenic outlooks. Bat houses could also be installed throughout the park to mitigate the presence of mosquitos in this area.

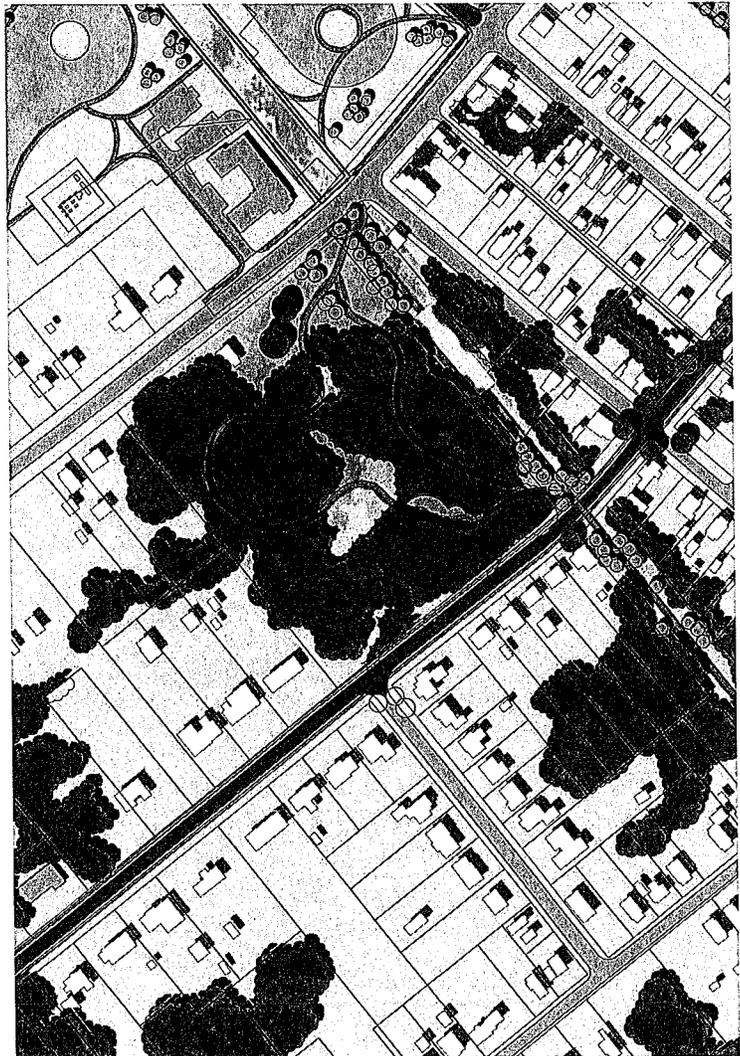
MOSQUITO CONTROL THROUGH BAT HOUSES

South Rome has been known to have an abundance of mosquitoes due to its wet environment. Bat houses have become a popular and natural way to mitigate mosquitoes. A single bat can eat between 500 and 1,200 mosquitoes per hour! Bat houses can hold between 20 to 100 bats and can be mounted to buildings, trees or poles. These houses should be installed 15-20 feet above the ground, should not be exposed to bright lights and should face south to southeast to take advantage of the morning sun. Research shows that the bigger the bat house the better since bats prefer to live in large groups.

MAKING RECREATION EDUCATIONAL

Interpretive and educational signage is often used to help create a narrative for park users. This type of signage narrates stories designed to stimulate the minds of visitors and present themes that allow visitors to clearly understand a location's history, environment, or culture. Rules of thumb for creating effective interpretive signage includes utilizing:

- Icons, imagery and illustrations;
- Short text and bullet points;
- Tactile elements; and
- Color variations.



27 NEW MULTI-USE TRAIL CONNECTION

Off-road trail connections are important to community cohesiveness since they provide recreational opportunities and allow community members to connect more readily to nature. Creating a cohesive trail network and linking important recreational destinations throughout the Erie Boulevard BOA can be achieved through a network of multi-use trail connections.

An opportunity exists to enhance an underutilized rights of way for public use. Niagara Mohawk Power currently owns a right of way that extends from Muck Road and intersects at a utility easement owned by City of Rome near Wright Street. A 10-foot wide multi-use trail (with two foot clear buffers on each side) along this right of way would provide a critical connection from the Erie Canal near Muck Road to the proposed Clinton's Ditch trail interpretation and other multi-use trail connections throughout the BOA to create a connected and linked pedestrian and bicycle network. This connection would also be ADA-accessible.



Naturalized paths and trailways, comprised of stone, gravel, or wood chips could be installed as a transition to a graded paved surface in the long-term.



Multi-Use Trail with Kiosk Signage and Pedestrian Amenities

28 MULTI-USE TRAIL - MUCK ROAD

Creating an interesting and unique trail network involves the use of varying types of trails throughout the system. For this reason, this proposed project involves the construction of a 10-foot wide naturalized trail connection. This trail connection extends from the proposed Canal Landing boat launch along the north side of Muck Road to Gryziec Field. This type of trail could be constructed with compacted stone to provide variability in the trail network. This trail network should be complemented with a wayfinding signage system to guide and provide context to users while on the trails. Direct linkage to Gryziec Field along with the proposed improvements to this recreational asset are anticipated to increase visitation to this park space and utilization of the trail system in Rome.



Naturalized Trail with Wayfinding Signage

29 RAIL-TO-TRAIL CONNECTION

An abandoned rail line on the western side of the Erie Boulevard BOA. The proposed project involves re-purposing this former rail line into a recreational asset as a multi-use trail. These paths are easily convertible to trail connections due to their flat or gentle slopes and generally straight configuration. This trail connection would connect Muck Road near the Erie Canal to Erie Boulevard and would serve a dual purpose as an alternative transportation and recreational amenity for residents, visitors and travelers.



Representative Image of Rail-to-Trails Connection

30 INDUSTRIAL USE GREENWAY CONNECTION

Cold Point Company will soon be constructing a light manufacturing facility in proximity to the former Rome Cable Site. A trail network connection extending from this site to Erie Boulevard will allow for a seamless greenway connection from the South Rome neighborhood and manufacturing centers to the Erie Boulevard Corridor. This greenway connection is envisioned as a multi-use trail, lined with greenery and pedestrian amenities to ensure a comfortable experience along Ridge Street, connecting to Erie Boulevard from both S. Madison and S. George Streets.



ONEIDA RAIL TRAIL | CITY OF ONEIDA, NEW YORK



The Oneida Rail Trail (ORT) is a proposed 11.3-mile non-motorized, multi-use trail located in the City of Oneida. The purpose of the ORT is to create a cultural corridor along three abandoned rail lines: the New York Central, West Shore Division, and New York Ontario & Western. These former rail beds run through the heart of downtown Oneida and connect to the Village of Wampsville to the west and the City of Sherrill to the southeast.

When completed, the ORT will link three communities, businesses, offices, parks, tourist destinations, education facilities, and other trails including the Old Erie Canal Towpath to create a new economic engine in the area and source of community pride. While the entirety of envisioned greenway system has not been completed to date, much progress has begun on this trail. In 2018, two segments of the ORT were completed, along with landscaping improvements, sidewalk construction, and a new pedestrian plaza for the City Center. The City and Madison County continue to apply for funding to construct the remaining portions of the trail.

RECREATIONAL ENHANCEMENTS

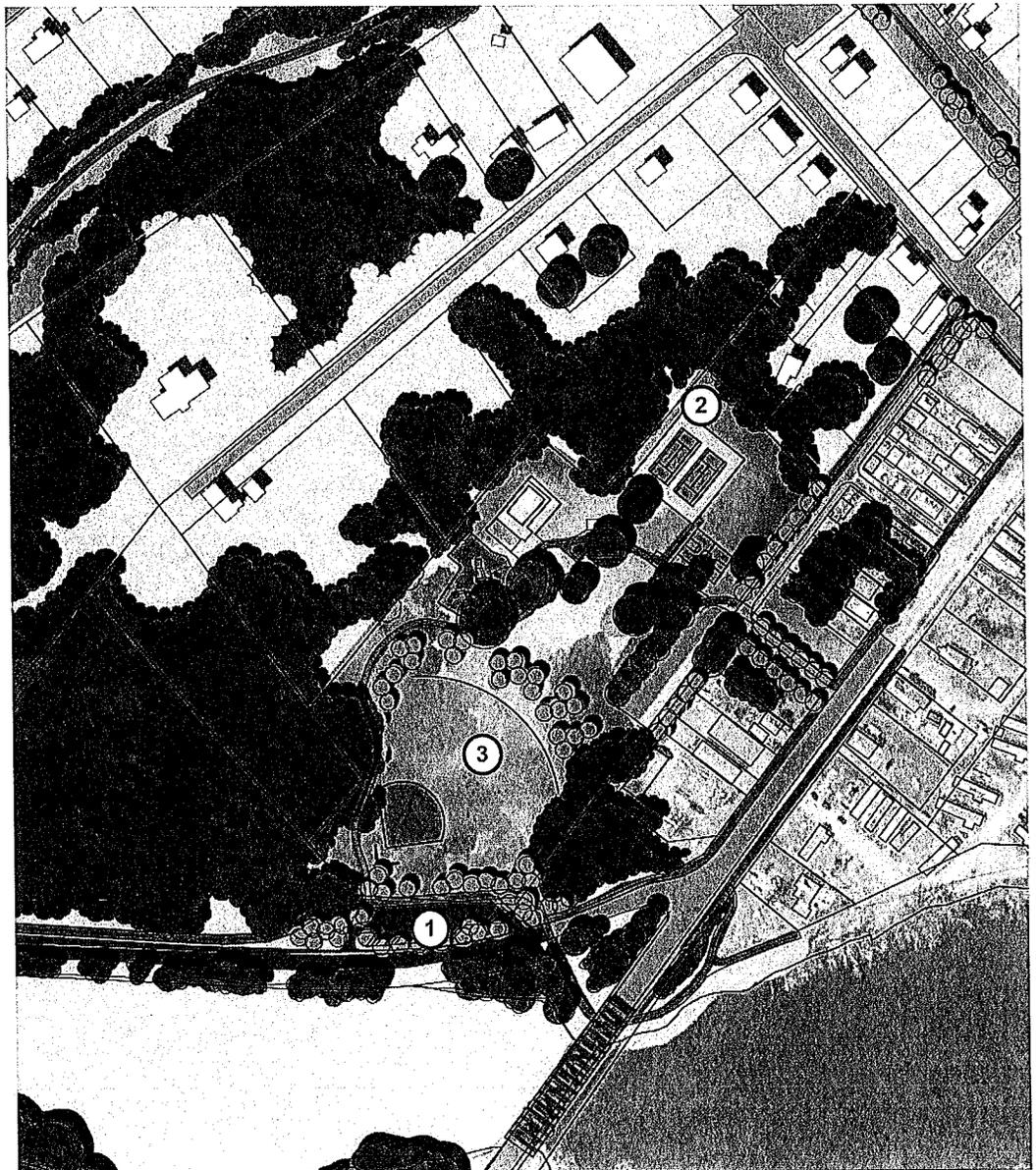
31 GRYZIEC FIELD IMPROVEMENTS

Gryziec Field is located adjacent to residential neighborhoods in South Rome. This park provides open play areas, ball diamonds, hard courts, a pool and playground equipment. The park is located just off of James Street with entrances on Gryziec Avenue and West Street and a parking area on Muck Road. The park is currently disconnected to the residential neighborhoods to the west and is in need of amenity improvements.

Recommended improvements to the park include an enhanced entryway and parking area near Gryziec Avenue, two basketball courts, and an improved ball field. These amenities will make the park more accessible for residents and visitors, strengthen community pride and increase recreational options within the City of Rome near the Erie Canal.

RECOMMENDED IMPROVEMENTS

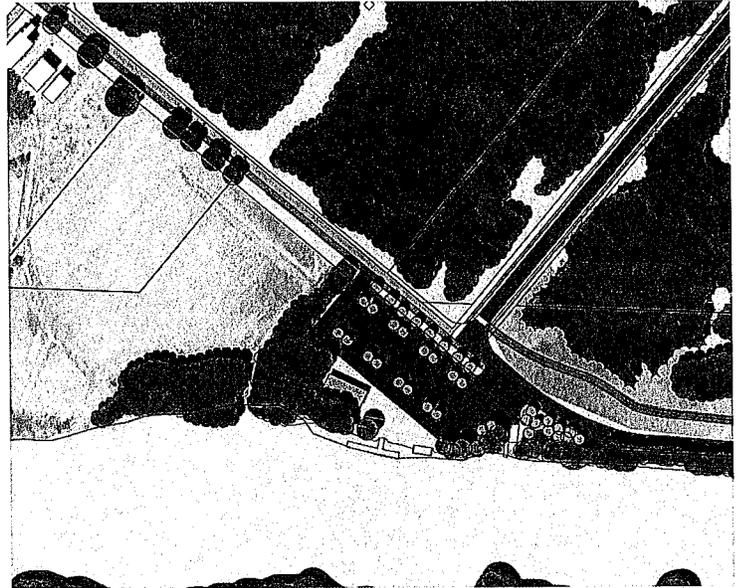
- ① ENHANCED ENTRYWAY/PARKING
- ② BASKETBALL COURTS
- ③ IMPROVED BASEBALL FIELD



32 CANAL LANDING ENHANCEMENTS

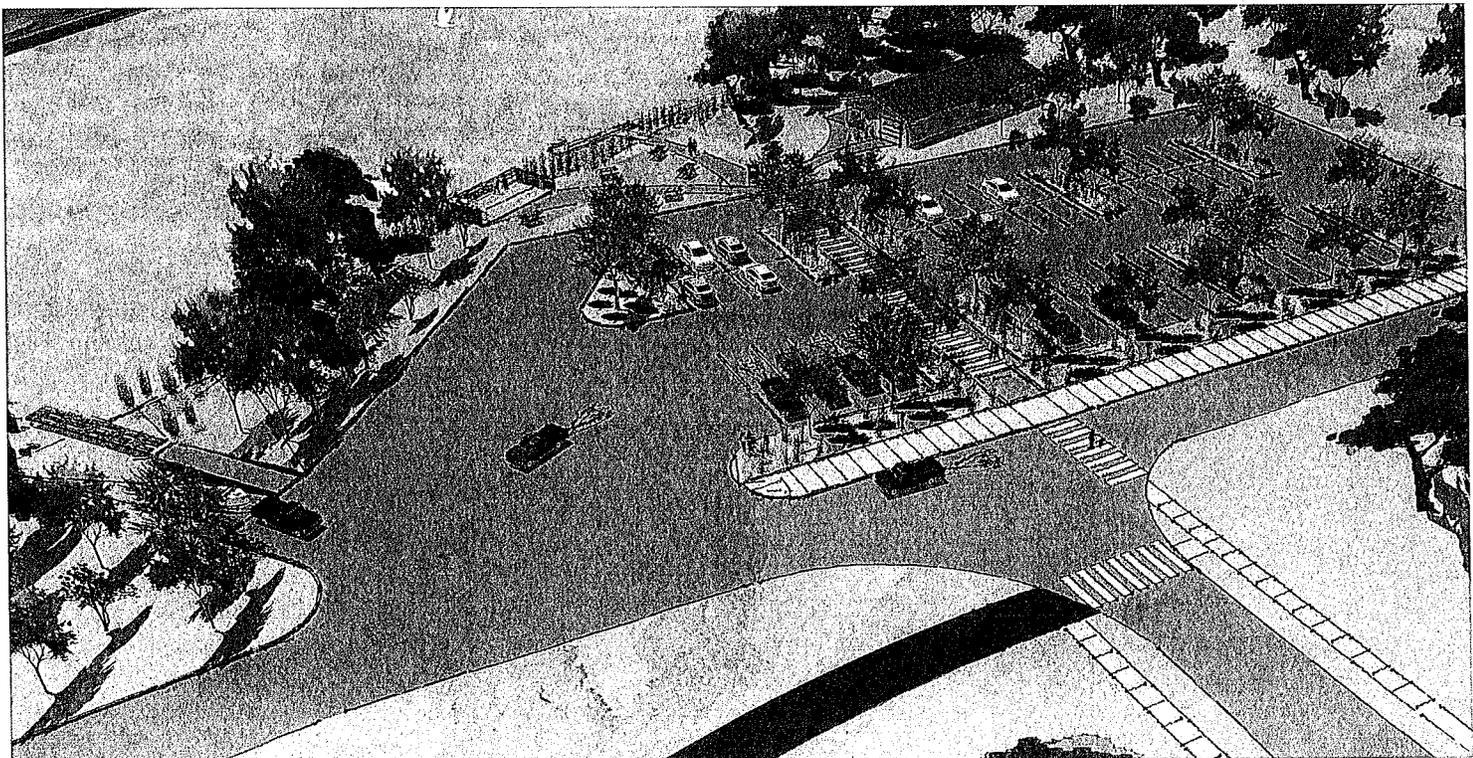
At the intersection Muck Road and South Madison Street, a boat launch and public space exists for the community to access the Erie Canal. This space contains a motor boat launch and scenic overlook and fishing area; however the public realm could be improved to increase use of this strategic space. Improvement to the proposed "Canal Landing" includes:

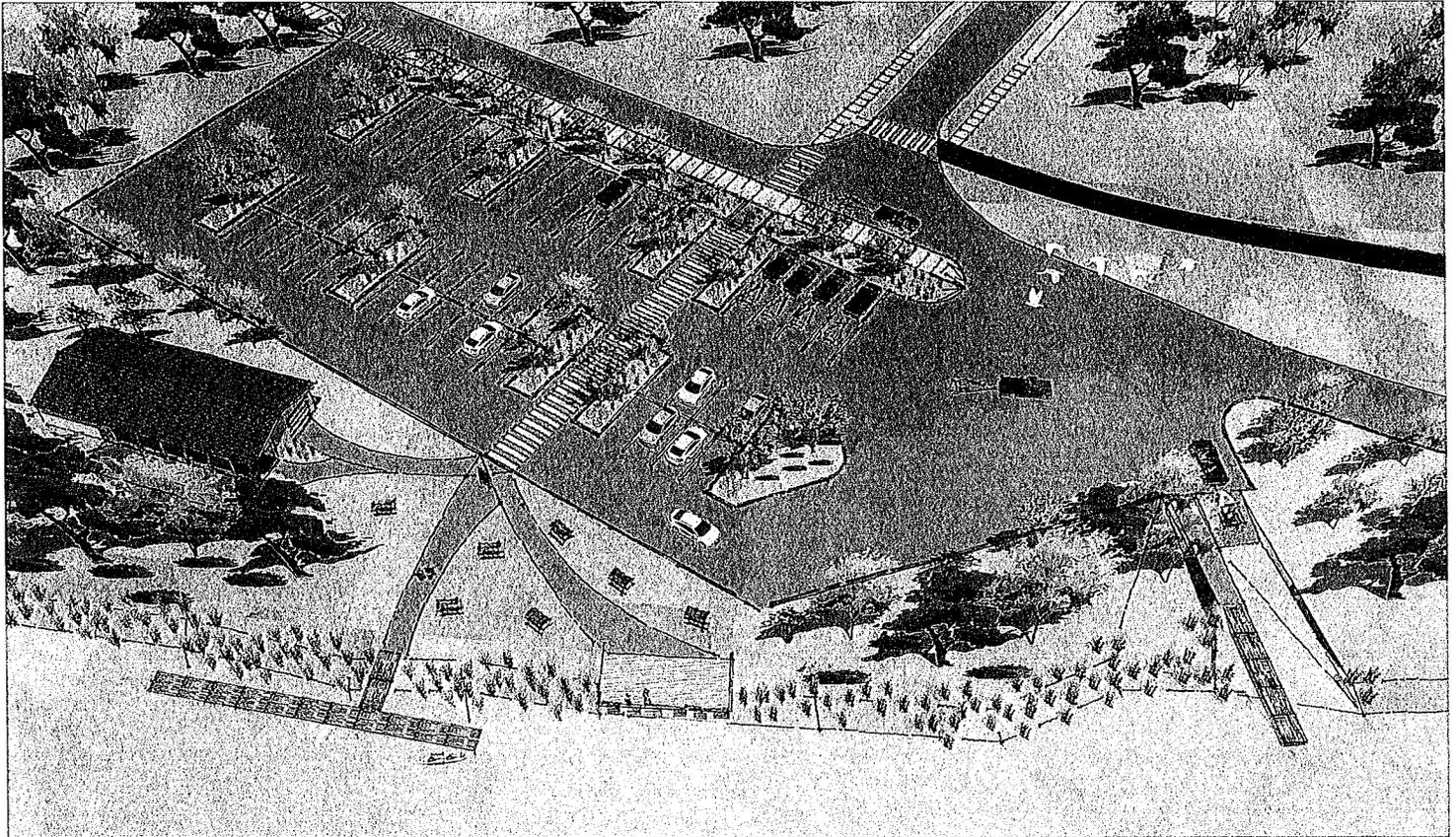
- A defined and landscaped parking lot area;
- Kayak and canoe boat launch;
- Upgraded scenic and fishing overlook;
- Public amenities, including benches, bicycle racks, picnic tables, horse parking station, and fish cleaning station;
- Upgraded lighting;
- Wayfinding signage elements, including light pole banners and kiosks.



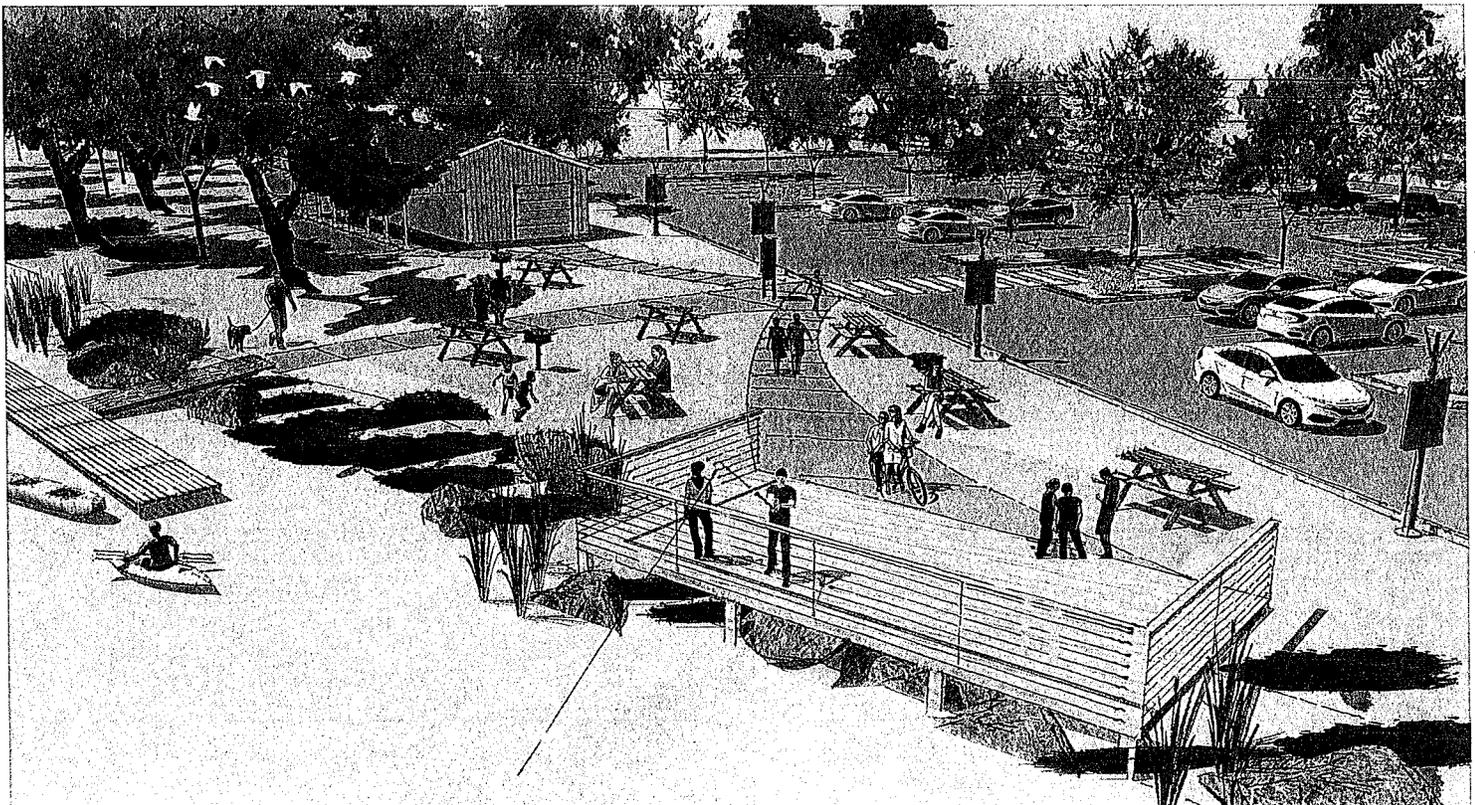
Additionally, Hamilton College, which formerly utilized the boathouse recently vacated this space. There is an opportunity to reuse this building for a fueling station for boaters.

These improvements are intended to provide the public a safe and convenient space to enjoy the waterfront and attract additional visitors to the City of Rome for water-based recreational use.





Aerial View of Canal Landing Enhancements

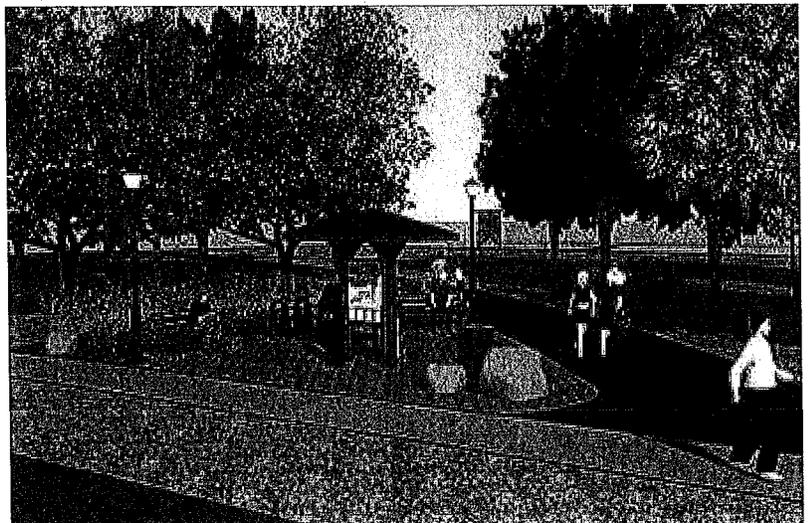
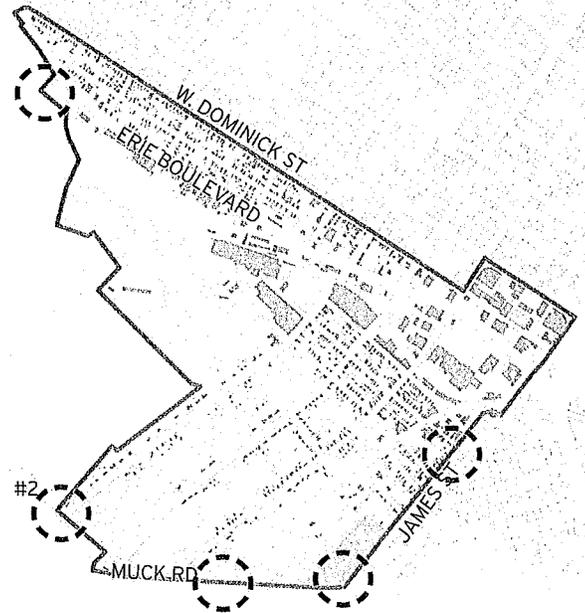


Perspective View of Proposed Public Amenities

33 TRAILHEADS

Trailheads are important elements of a connected trail system since they designate critical points in the trail network and provide users locational context. Five trailheads are recommended throughout the Erie Boulevard BOA. The design of these trailheads could vary, depending on their location throughout the network, but would generally contain a information/wayfinding kiosk, benches, lighting, and ornamental plantings. The trailhead could also feature a unique gateway element that captures the essence of the City's history and tells the story of its past. These trailheads are proposed at the following locations:

- Erie Boulevard and Railroad Tracks near S. Charles Street;
- Muck Road and former railroad west of S. Jay Street;
- Muck Road east of S. George Street; and
- S. James Street and Muck Road.



Representative Images of Trailheads

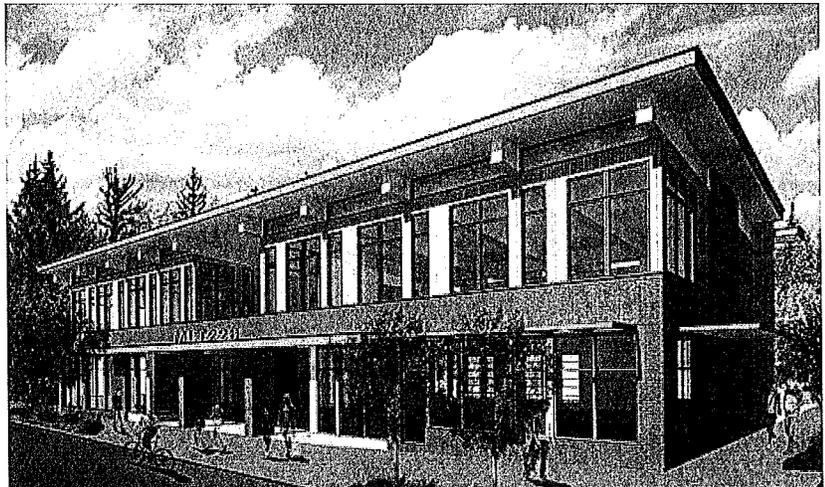
NEIGHBORHOOD UPLIFT

34 CREEKSIDE MIXED-USE DEVELOPMENT

Several properties in the northwest section of the Erie Boulevard BOA are underutilized or blighted. With the ultimate goal of revitalizing this neighborhood and providing a diverse mix of uses in this area, mixed-use development is recommended as an anchor project for the neighborhood. A mixed-use development on 601 W. Dominick Street could potentially include a two- to three-story structure with first floor commercial space and upper story residential options. This development could leverage its location along Wood Creek with a water-based type use, such as a restaurant with outdoor seating along the creek. This development is anticipated to diversify the needed business mix within the Erie Boulevard BOA, attract additional residents to the area, and promote further investment in the City.



Existing Conditions at 601 W. Dominick Street



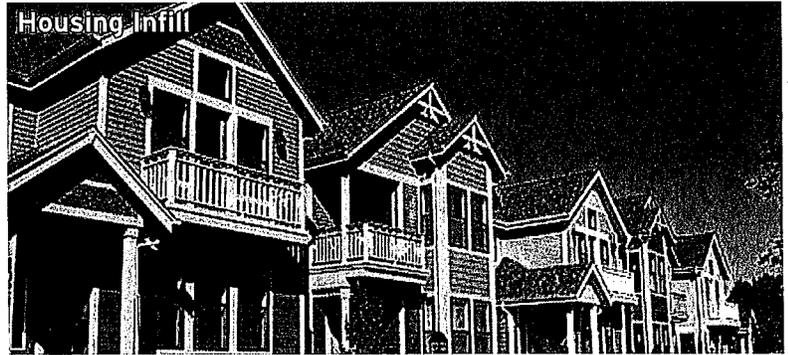
Representative Images of Mixed-Use Development

35 NEIGHBORHOOD INFILL DEVELOPMENT (VARIES)

The neighborhood area on the northwestern side of the Erie Boulevard BOA is comprised of many small, underutilized, vacant lots; many of which show signs of disinvestment and blight. Infill development on various parcels throughout this area, especially along Calvert and West Dominick Streets, is recommended. Varying types of infill development, including community gardens, a mix of commercial and retail uses, diverse housing options, and small-scale mixed-use development could transform this neighborhood by instilling a new sense of community pride and attract new investment and residents.

Since many of the existing vacant and underutilized parcels are small, their size may not be conducive for recommended development. In this case, land assembly could be an option whereby combining several lots together would be more attractive to a developer or investor. Land assembly will require consistent monitoring of the vacant and abandoned properties throughout the neighborhood and a strategic plan to acquire the land for development.

With the recently updated City zoning code, this area contains a mix of zoning, including Local Commercial, General Commercial, and Single-Family Residential. Specific guidelines related to building placement, design aesthetics, and landscaping for this area will allow for cohesive and appealing infill development for the neighborhood and enhance the area's sense of place.



Types of Neighborhood Infill Development



Location of Vacant Sites

A LOOK INTO NEIGHBORHOOD REVITALIZATION

LOWER TOWN, KENTUCKY

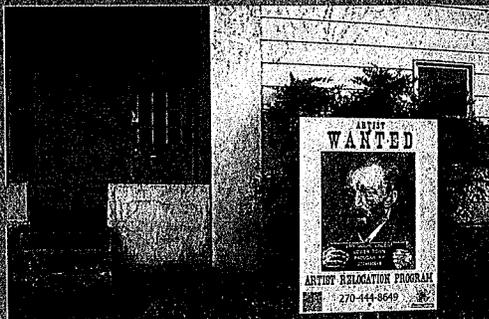


Lower Town is a neighborhood adjacent to the historic downtown of Paducah, Kentucky. This neighborhood is comprised of Victorian and Greek Revival homes that had fallen into disrepair. In 2002, the neighborhood worked with the City's Main Street organization known as the Paducah Renaissance Alliance to acquire 80 properties via condemnation or foreclosure, it sold them to artists around the country for a token amount with the provision they rehab them into first-floor studios with second-floor living spaces. A local bank offered zero-down, low-interest loans for the full cost of upgrading the dilapidated properties. The city now has a critical mass of galleries, arts-related businesses and an arts school.

CITY OF PADUCAH ARTIST RELOCATION PROGRAM



In an effort to revitalize the City of Paducah, a local artist created a program that offered local artists affordable real estate, financial incentives, relaxed zoning laws, and marketing support. The Artist Relocation Program began in March 2000 and seeks to foster an environment where artists and arts could flourish in a neighborhood environment. To date, Lower Town artists/residents, primarily through a generous and innovative financing arrangement offered by community partner Paducah Bank, have invested over \$30 million in restoring this model community to its previous glory. Paducah's historic downtown and Lower Town Arts Districts are now among the most charming and desirable neighborhoods in the country. The historic district offers the highest quality of life within walking distance of arts, culture, recreation and the riverfront parks.



36 W. DOMINICK STREET ENHANCEMENTS

Along with development opportunities in the Erie Boulevard BOA, streetscape enhancements are recommended to improve walkability, soften the streetscape, and enhance the overall aesthetic appeal of the neighborhood. Proposed streetscape enhancements include:

- Sidewalk repairs and construction on both sides of West Dominick Street;
- Enhanced plantings and landscaping, including street trees and shrubs; and
- Installation of pedestrian and bicycle amenities, including street benches, trash receptacles, bicycle racks, bicycle lanes, pedestrian-scaled lighting, and enhanced bus stops.

These elements will increase the aesthetic appeal of the neighborhood as well as improve pedestrian and bicyclist safety by providing increased connectivity throughout the City. Uniquely branded and identifiable streetscape elements are recommended to raise community pride and ownership.

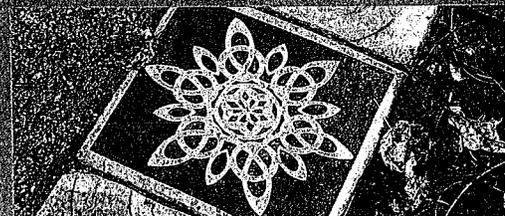
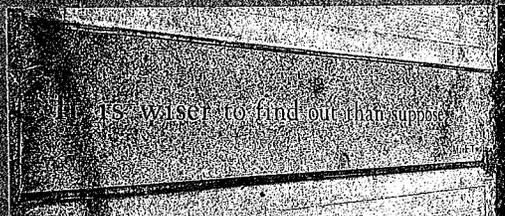


Existing West Dominick Streetscape



Representative Image of Proposed Enhancements

UNIQUE STREETScape ELEMENTS AND INTERVENTIONS



AREA-WIDE RECOMMENDATIONS

General recommendations for the improvement of the Erie Boulevard BOA are also proposed. These recommendations are less focused on physical improvements and are intended to attract visitors and residents to the City of Rome. Specific area-wide recommendations include:

- Signage and Wayfinding
- Business Attraction Strategy
- Programming and Activities

SIGNAGE AND WAYFINDING

The incorporation of identifiable signage within Rome will help provide a level of comfort and safety for all visitors throughout the Erie Boulevard BOA and City of Rome. As such, the City has been developing a comprehensive signage program that includes detailed designs to help residents and visitors easily orient themselves. This effective signage and wayfinding system is geared toward pedestrians and vehicles and entice residents and visitors to explore the Rome area and introduce them to sites and assets they may not have been aware of.

The wayfinding system is made up of a hierarchy of signs, including:

- Gateway Signs;
- Directional Signs (vehicular and pedestrian);
- Kiosks;
- Parking Signs;
- Light Pole Banners;
- Park Identification Signs;
- Trail Identification Signs;
- Mile Markers; and
- Event Signs.

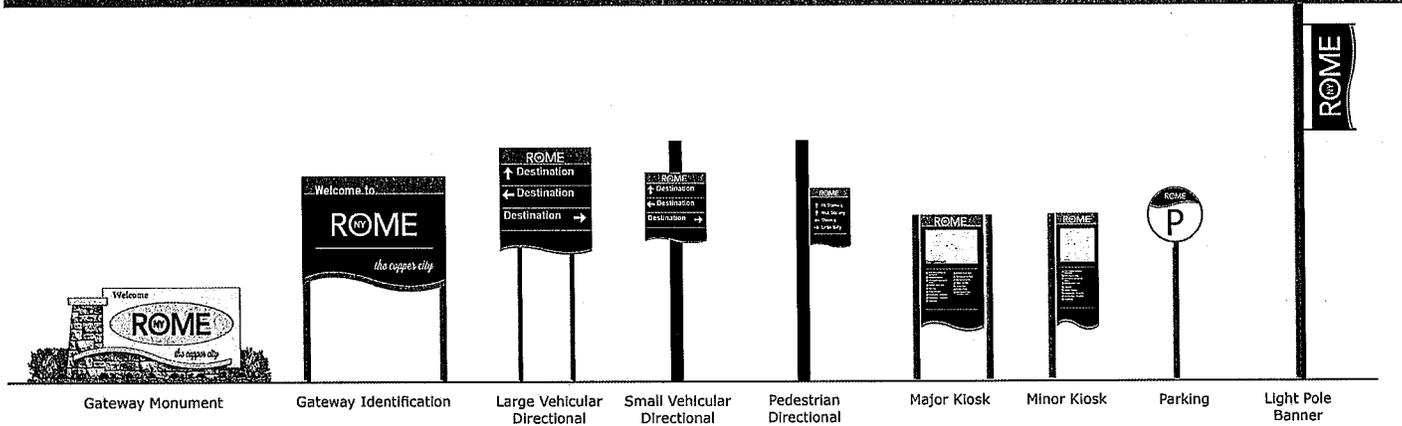
Wayfinding and directional signs should be consistent and create a cohesive system to ensure familiarity with the established branding of the City of Rome. The wayfinding plan for the Erie Boulevard BOA is shown on the following page.

DRI IMPLEMENTATION PROJECTS

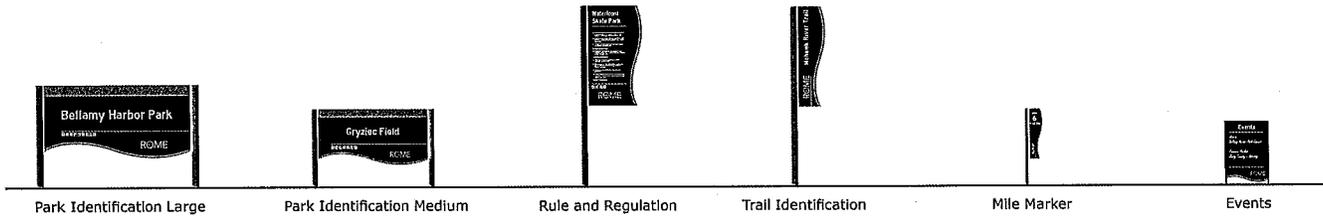
The installation of a wayfinding signage program was identified as a priority project through the Rome DRI planning process. This project was selected for DRI funding and will implement a wayfinding system to move residents and visitors through the downtown core in an active and engaging way. A variety of signs will be created based on a unified design and placemaking strategy that outlines standards for signage based on location, type, and intended user. Once implemented, the Downtown and Waterfront Wayfinding Strategy (created through the Downtown BOA) will improve navigation, improve overall aesthetics of the streetscape, and create dynamic and vibrant downtown and waterfront districts.

WAYFINDING SIGN HIERARCHY

Vehicular + Pedestrian Wayfinding Sign Palette



Park + Trail Identification Sign Palette



BUSINESS ATTRACTION STRATEGY

Downtown Rome has seen a great deal of investment in recent years and is home to a number of small-businesses; however, there is opportunity to expand upon the existing business base in the City. A business attraction strategy is recommended for the Erie Boulevard BOA, and specifically downtown Rome, to occupy vacant storefronts and enhance the vitality of the downtown core. This business attraction strategy could include:

- Expanded marketing and branding materials to promote Rome's existing assets and opportunities;
- Small business assistance programs;
- Business relocation incentives; and
- Pop-up Business Programs.

These strategies, in combination with the proposed and planned projects to improve the public realm and community spaces, will enhance the overall appeal of downtown Rome to small-businesses and retail-oriented services.



As part of the Downtown Rome BOA, marketing and branding materials were created to attract new business and residents to the City through the promotion of existing resources and incentives.

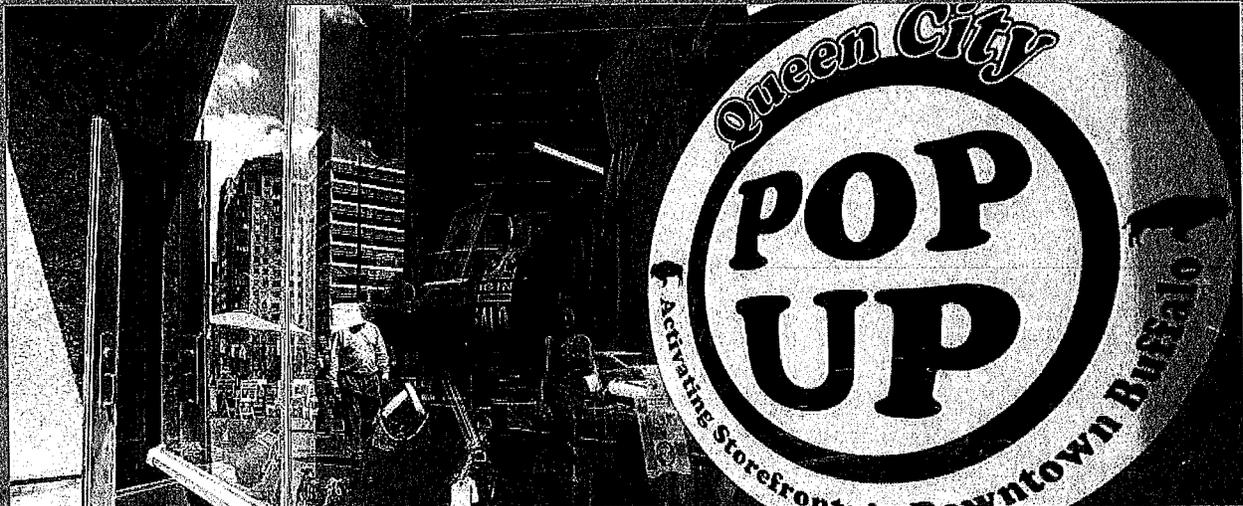
POP-UP SHOPS

Pop-up shops are smaller-sized temporary retail spaces that have the ability to sell merchandise of any kind. The retail market is shifting towards more flexible, transparent models, where direct customer experience is crucial for firms to create or revise products that meet the specified needs or desires of their consumers. Consumers are also looking for unique services, localized offerings and a fun experience.

Pop-up shops are a way to encourage small business development and drive activity to downtown. Pop-up shops have the potential to be successful in the downtown Rome.

A pop-up shop can be used in downtown Rome to create a temporary art space/gallery or assist a home-business transition to retail.

QUEEN CITY POP UP | BUFFALO, NY



Queen City Pop-Up is an initiative, presented in partnership with Buffalo Urban Development Corporation and Buffalo Place Inc., that offers small, start-up retail oriented businesses the opportunity to join a collective of pop-ups, under one roof, at a strategic Downtown location. This pop-up shop is held in December each year and recently expanded to include a summer edition, due to popularity and success. Queen City Pop-up gives local businesses a change to sell their products while giving downtown residences and workers places to shop. The shop currently has eight local retailers that sell goods in this space, including clothing and apparel, home decor, and bakeries!

PROGRAMS AND ACTIVITIES

The City of Rome is actively promoting its assets and taking initiative to enhance community gathering spaces for entertainment and passive use. The recent improvements and programming at the City Hall Green space, including the Downtown Market, is a solid base to build additional programming, both in downtown and in the City's parks.

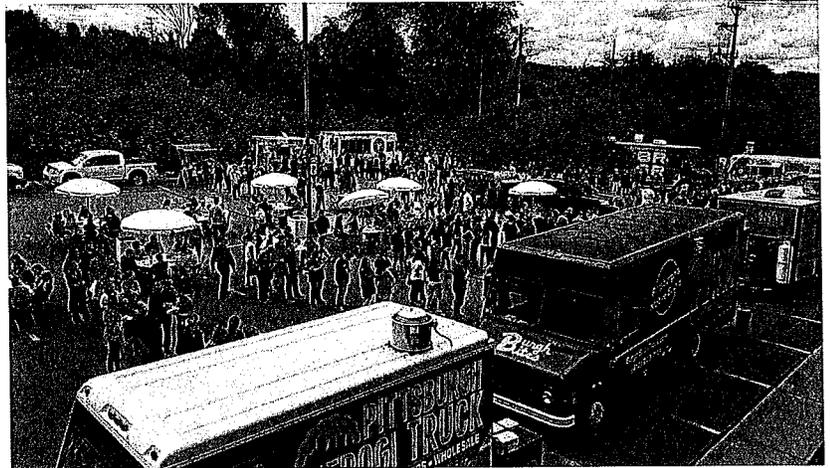
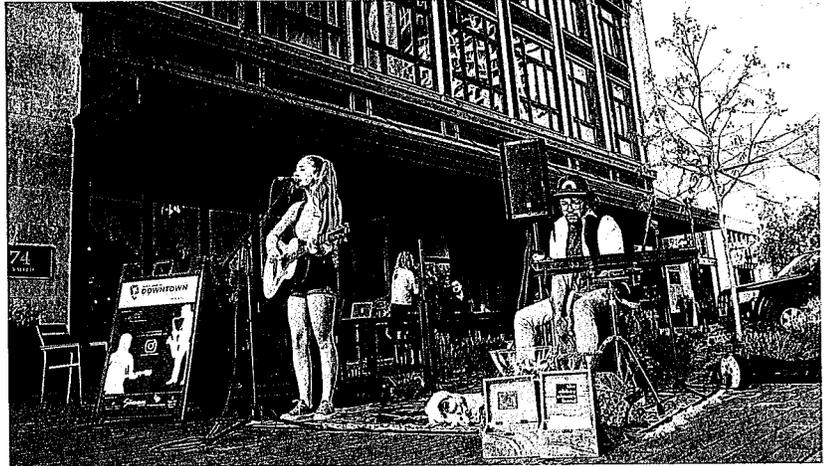
DOWNTOWN PROGRAMMING

Programming can come in a variety of forms including one-time pop-up events, a weekly downtown market, and public art installations. The City of Rome can build off of the on-going improvements to City Hall Green to organize and promote additional events and programming. Programming, such as Yoga in the Green, public art events, music festivals, and events of the like will bring additional activity to downtown. These events also provide an opportunity to display and celebrate the lively art community in downtown Rome.

PARK PROGRAMMING

In addition to downtown-focused programming, park programming in parks throughout the City will engage Rome residents, increase park usage, activate underutilized spaces, connect residents and visitors to recreational and educational opportunities. Specific programming efforts should be focused on Gryziec Park to increase park utilization and activate this existing asset. Types of programming in parks include:

- Movie nights;
- Community gardens;
- Music, art, and dance-themed events;
- Fitness activities
- Recreational camps; and
- Interactive educational classes.



Representative Images of Downtown and Park Programming

IMPLEMENTATION AND FUNDING

The implementation tables of the following pages provide a road-map to move projects from planning to implementation, taking into account phasing, responsible parties, estimated costs and funding strategies.

Subsequent to these tables, funding resources are also provided. Funding for listed master plan strategies and redevelopment projects will come from a combination of public and private sources. The availability and costs of financing are major factors that dictate the extent and timing of private sector involvement.

Traditionally, environmental contamination has been a deterrent for developers to invest in particular properties. Thankfully, in New York State there has been a significant up-tick in brownfield redevelopment due to tax incentive programs that ease the process of development.

Maintaining the created momentum through this study thus far is critical to ensuring that revitalization efforts take hold, which is the reason this plan had a strong community outreach program. Funding for redevelopment can come from a variety of sources; state agency, federal, non-profit, etc. The following section provides a list and short description of potential funding sources to be utilized in order to make these projects a reality.

DEVELOPMENT OPPORTUNITIES

PROJECT	PHASING	COST	TIME (YRS)	RESPONSIBLE PARTY	POTENTIAL FUNDING	
1	MIXED-USE INFILL (183 W. DOMINICK ST)	CONSTRUCTION	TBD	1-3	CITY OF ROME KEARNY DEVELOPMENT	PRIVATE
2	MIXED-USE INFILL (237-257 W. DOMINICK ST)	DESIGN	TBD	1-2	CITY OF ROME	CITY OF ROME, ESD, PRIVATE
		FINAL DESIGN	TBD	2-3		
		CONSTRUCTION	TBD	3-5		
3	LIBERTY / GEORGE MIXED USE	CONSTRUCTION	TBD	1-2	CITY OF ROME	DRI, CITY OF ROME
4	LIBERTY / JAMES GARAGE IMPROVEMENTS	CONSTRUCTION	TBD	1-2	CITY OF ROME	DRI, CITY OF ROME
5	FREEDOM PLAZA INFILL DEVELOPMENT	DESIGN	TBD	1-2	CITY OF ROME PROPERTY OWNER	CITY OF ROME, ESD, PRIVATE
		FINAL DESIGN	TBD	2-3		
		CONSTRUCTION	TBD	3-5		
6	ROME INDUSTRIAL PARK DEVELOPMENT	FINAL DESIGN	TBD	2-3	CITY OF ROME OCIDA	CITY OF ROME, ESD, PRIVATE
		CONSTRUCTION	TBD	3-10		

	PROJECT	PHASING	COST	TIME (YRS)	RESPONSIBLE PARTY	POTENTIAL FUNDING
7	GOLD POINT DEVELOPMENT	CONSTRUCTION	TBD	2 - 3	COLD POINT DEVELOPMENT	DRI, PRIVATE
8	OWL WIRE INDUSTRIAL RENOVATION	REMEDICATION RENOVATION	TBD TBD	ON-GOING 2 - 3	OWL WIRE & CABLE	ESD, CITY OF ROME, PRIVATE
9	INFILL DEVELOPMENT (328 RIDGE ST)	DESIGN FINAL DESIGN CONSTRUCTION	TBD TBD TBD	2 - 3 3 - 5 5 - 10	CITY OF ROME	ESD, CITY OF ROME, PRIVATE
10	INFILL DEVELOPMENT (119-203 RIDGE ST)	DESIGN FINAL DESIGN CONSTRUCTION	TBD TBD TBD	2 - 3 3 - 5 5 - 10	CITY OF ROME	ESD, CITY OF ROME, PRIVATE
11	INDUSTRIAL REUSE	DESIGN FINAL DESIGN CONSTRUCTION	TBD TBD TBD	2 - 3 3 - 5 5 - 10	CITY OF ROME	ESD, CITY OF ROME, PRIVATE
12	RESIDENTIAL DEVELOPMENT	FINAL DESIGN CONSTRUCTION	TBD TBD	2 - 3 3 - 5	CITY OF ROME	CITY OF ROME, PRIVATE

IMPROVING THE USER EXPERIENCE

	PROJECT	PHASING	COST	TIME (YRS)	RESPONSIBLE PARTY	POTENTIAL FUNDING
13	CITY HALL / CITY GREEN IMPROVEMENTS	FINAL DESIGN CONSTRUCTION	TBD TBD	0 - 1 2 - 3	CITY OF ROME	DRI, CITY OF ROME
14	CENTRO BUS STOP AND LIBERTY STREET IMPROVEMENTS	FINAL DESIGN CONSTRUCTION	TBD TBD	0 - 1 2 - 3	CITY OF ROME	DRI, CITY OF ROME
15	CAPITOL EXPANSION	FINAL DESIGN CONSTRUCTION	TBD TBD	0 - 1 2 - 3	CAPITOL THEATRE	DRI, CITY OF ROME
16	W. DOMINICK STREET STORY WALK	FINAL DESIGN CONSTRUCTION	TBD TBD	1 - 2 2 - 3	CITY OF ROME	CITY OF ROME, TAP
17	COPPER CITY COMMONS	FINAL DESIGN CONSTRUCTION	TBD TBD	1 - 2 2 - 3	CITY OF ROME	CITY OF ROME
18	FREEDOM PLAZA PEDESTRIAN IMPROVEMENTS	FINAL DESIGN CONSTRUCTION	TBD TBD	2 - 3 3 - 5	CITY OF ROME FREEDOM PLAZA OWNER	PRIVATE

	PROJECT	PHASING	COST	TIME (YRS)	RESPONSIBLE PARTY	POTENTIAL FUNDING
19	ROME CABLE TOWER REIMAGINING	FINAL DESIGN CONSTRUCTION	TBD TBD	1-3 3-5	CITY OF ROME	CITY OF ROME
20	ERIE BOULEVARD ENHANCEMENTS	FINAL DESIGN CONSTRUCTION	TBD TBD	1-3 3-5	CITY OF ROME	TAP, CITY OF ROME, GIGP
21	ERIE BOULEVARD PEDESTRIAN CROSSING	FINAL DESIGN CONSTRUCTION	TBD TBD	1-3 3-5	CITY OF ROME	TAP, CITY OF ROME
22	GATEWAYS (X3)	FINAL DESIGN CONSTRUCTION	TBD TBD	1-3 3-5	CITY OF ROME	CITY OF ROME, ESD, TAP

GREENWAY CONNECTIONS

	PROJECT	PHASING	COST	TIME (YRS)	RESPONSIBLE PARTY	POTENTIAL FUNDING
23	CLINTON'S DITCH TRAIL / INTERPRETATION	FINAL DESIGN	TBD	1 - 5	CITY OF ROME	TAP, CITY OF ROME, RECREATIONAL TRAILS PROGRAM
		CONSTRUCTION	TBD	5 - 10		
24	S. MADISON STREET PEDESTRIAN IMPROVEMENTS	FINAL DESIGN	TBD	1 - 3	CITY OF ROME	TAP, CITY OF ROME
		CONSTRUCTION	TBD	3 - 5		
25	S. GEORGE STREET PEDESTRIAN IMPROVEMENTS	FINAL DESIGN	TBD	1 - 3	CITY OF ROME	TAP, CITY OF ROME
		CONSTRUCTION	TBD	3 - 5		
26	CLINTON'S DITCH INTERPRETIVE PARK	DESIGN	TBD	1 - 5	CITY OF ROME	TAP, CITY OF ROME, RECREATIONAL TRAILS PROGRAM
		FINAL DESIGN	TBD	5 - 10		
		CONSTRUCTION				
27	NEW MULTI-USE TRAIL CONNECTION	FINAL DESIGN	TBD	1 - 5	CAPITOL THEATRE	TAP, CITY OF ROME, RECREATIONAL TRAILS PROGRAM
		CONSTRUCTION	TBD	5 - 10		

	PROJECT	PHASING	COST	TIME (YRS)	RESPONSIBLE PARTY	POTENTIAL FUNDING
28	NEW MULTI-USE TRAIL - MUCK ROAD	FINAL DESIGN	TBD	1 - 5	CITY OF ROME	TAP, CITY OF ROME, RECREATIONAL TRAILS PROGRAM
		CONSTRUCTION	TBD	5 - 10		
29	NEW RAIL-TO-TRAIL CONNECTION	FINAL DESIGN	TBD	1 - 5	CITY OF ROME	TAP, CITY OF ROME, RECREATIONAL TRAILS PROGRAM
		CONSTRUCTION	TBD	5 - 10		
30	INDUSTRIAL GREENWAY CONNECTION	FINAL DESIGN	TBD	1 - 2	CITY OF ROME	TAP, CITY OF ROME, RECREATIONAL TRAILS PROGRAM
		CONSTRUCTION	TBD	2 - 5	PRIVATE	

RECREATIONAL ENHANCEMENTS

	PROJECT	PHASING	COST	TIME (YRS)	RESPONSIBLE PARTY	POTENTIAL FUNDING
31	GRYZIEC FIELD IMPROVEMENTS	FINAL DESIGN CONSTRUCTION	TBD TBD	1 - 3 3 - 5	CITY OF ROME	CITY OF ROME, NYS EPF
32	CANAL LANDING ENHANCEMENTS	FINAL DESIGN CONSTRUCTION	TBD TBD	1 - 3 3 - 5	CITY OF ROME	CITY OF ROME, NYS EPF
33	TRAILHEADS (X5)	FINAL DESIGN CONSTRUCTION	TBD TBD	1 - 3 3 - 5	CITY OF ROME	CITY OF ROME, NYS EPF

NEIGHBORHOOD UPLIFT

	PROJECT	PHASING	COST	TIME (YRS)	RESPONSIBLE PARTY	POTENTIAL FUNDING
34	CREEKSIDE MIXED-USE DEVELOPMENT	FINAL DESIGN	TBD	3 - 5	CITY OF ROME, PRIVATE	ESD, RESTORE NY, NY MAIN STREET PROGRAM
		CONSTRUCTION	TBD	5 - 10		
35	INFILL DEVELOPMENT (VARIES)	FINAL DESIGN	TBD	VARIES	CITY OF ROME, PRIVATE	ESD, NY MAIN STREET PROGRAM
		CONSTRUCTION	TBD	VARIES		
36	W. DOMINICK STREET ENHANCEMENTS	FINAL DESIGN	TBD	1 - 3	CITY OF ROME	TAP, CITY OF ROME
		CONSTRUCTION	TBD	3 - 5		

RESOLUTION NO. 10

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH THE COUNTY OF ONEIDA DEPARTMENT OF SOCIAL SERVICES
WITH REGARD TO THE CHILD ADVOCACY CENTER
(REIMBURSEMENT UP TO \$100,604.00 TO CITY OF ROME).**

By Councilor _____:

BE IT RESOLVED, by the Common Council of the City of Rome, that the Mayor of the City of Rome be and is hereby authorized to enter into an intermunicipal agreement with the County of Oneida, through its Department of Social Services, with regard to the Child Advocacy Center, whereby one Rome Police Officer shall be assigned to participate in the County's Child Advocacy Center; and

BE IT FURTHER RESOLVED, that the Oneida County Department of Social Services will reimburse the City of Rome the cost for providing such personnel in an amount not to exceed One Hundred Thousand Six Hundred Four and 00/100 Dollars (\$100,604.00); and

BE IT FURTHER RESOLVED, that the term of this Agreement shall extend from January 1, 2020 to December 31, 2020, as more specifically defined in the attached Agreement, which is made part of this Resolution.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Rogers __ Smith__ Anderson__ Dursi __ Tracy __

ADOPTED ____

DEFEATED ____

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "County"); through its Oneida County Department of Social Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "Department"); and 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 198 North Washington Street, Rome, New York 13440 (hereinafter referred to as the "Contractor").

WHEREAS, the County and the Department have the need for a more intensive and coordinated approach to the investigation of child sexual abuse; and

WHEREAS, the County has received grant funding from the New York State Office of Children and Family Services to support the Oneida County Child Advocacy Center (CAC); and

WHEREAS, the County and the Department are in need of a Law Enforcement Coordinator (LEC) to act as the liaison between the CAC and the City of Rome Police Department; and

WHEREAS, the CAC grant funding allows for training of LECs; and

WHEREAS, the Contractor has the interest and capability to provide an LEC; and

WHEREAS, The Contractor desires to participate in the CAC by and through its Police Department;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE COUNTY AND THE CONTRACTOR AS FOLLOWS:

I. TERM OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2020 through December 31, 2020.
2. The option to renew this Agreement under the same terms and conditions herein is at the sole discretion of the County, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

II. SCOPE OF SERVICES

1. The Contractor shall provide one (1) full-time police officer to act as LEC, assigned solely to the CAC for forty (40) hours per week.
2. The LEC shall facilitate and assist the CAC in the criminal investigation of Multi-Disciplinary Team (MDT) child abuse cases.
3. The LEC shall be the liaison between the CAC, the Rome Police Department, the Department and the District Attorney's Office (DA) in matters relating to the investigation and prosecution of MDT child abuse cases.
4. The LEC shall participate in case review.
5. The LEC shall assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT child abuse cases into the program case tracking system;
6. The LEC shall be responsible for the following:
 - A. Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
 - i. Be the contact person for law enforcement agencies with questions about proper procedure in MDT cases;
 - ii. Assist as necessary and appropriate in the investigation of MDT child abuse cases; and
 - iii. Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT.
 - B. Act as a liaison between the CAC, the DA, the Department, and various law enforcement agencies in matters relating to MDT cases:
 - i. Develop and maintain professional, working relationships with all County agencies;
 - ii. Confer with police agencies about the status of criminal investigations of MDT child abuse cases;
 - iii. Confer with the DA regarding the status of MDT case prosecutions; and

- iv. Work with partner agencies to resolve issues involving the criminal aspect of MDT child abuse cases.
- C. Keep current on issues relevant to the LEC position and take part in training opportunities when able, at the Contractor's discretion.
- D. Work collaboratively with other CAC staff and MDT members.
- E. Compile and keep current a list of contact information for local police agencies and team members.
- F. Perform all duties with sensitivity to the confidential nature of MDT child abuse cases.
- G. The Contractor agrees that the police officer assigned to the role of LEC as part of the CAC, shall:
 - i. Investigate allegations of the sexual abuse of children;
 - ii. Interview victims using appropriate techniques agreed upon by the CAC, which comply with rules and regulations of the City of Rome Police Department Manual;
 - iii. Interrogate suspects and interview possible witnesses at the discretion of and under the direction of the DA;
 - iv. Gather and process evidence on cases assigned to LEC;
 - v. Work in tandem with the Oneida County Child Protective Services (CPS) Caseworker at the CAC;
 - vi. Attend meetings of the CAC as deemed appropriate by the Contractor to fulfill the duties under this Agreement, and assist in developing the methods and means for operation of the CAC; and
 - vii. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement, as deemed appropriate by the Contractor.

III. PERFORMANCE OF SERVICES

1. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the

specialized skill(s), the experience and the ability to properly perform the services. The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the County and the Department. The Contractor shall be solely responsible for determining the method, details and means of performing the services, except where Federal, State or local laws and regulations impose specific requirements on performance of the same.

2. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County and the Department, and in compliance with any and all applicable Federal, State or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
3. The Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

IV. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. The Contractor's Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
3. The Contractor acknowledges and agrees that its Assistants, shall not be eligible for any County employee benefits, including retirement membership credits.
4. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor

and employment requirements, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

5. The Contractor shall indemnify and hold the County harmless from all loss or liability, if any, incurred by the County as a result of the County not making such payments or withholdings.
6. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
7. The Contractor agrees to comply with Federal and State laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

V. EXPENSES

1. The Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

VI. TRAINING

1. The Contractor shall not be required to attend or undergo any training by the County or the Department, except for those specialized trainings which allow the LEC to work in the CAC. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same, except for those specialized trainings which allow the LEC to work in the CAC, which will be paid for directly by the County, as allowable under the CAC grant.

VII. REIMBURSEMENT

1. The County agrees to reimburse the Contractor monthly upon submission of a County voucher and data to verify claimed expenditures. Certified copies of the assigned LEC's official time sheets will be attached to said vouchers. Any other documentation required by the County to show the actual cost incurred by the Contractor shall be provided.

2. The County shall reimburse the Contractor eighty percent (80%) of the cost for the services of the aforesaid LEC. The total annual cost of the LEC to the Contractor is \$125,755.00. The County shall reimburse the Contractor 80% of the actual costs incurred by the Contractor, and said reimbursement shall not exceed \$100,604.00 for the duration of this Agreement. The remaining cost of the LEC shall be the sole responsibility of the Contractor.
3. Any time spent by the LEC relating to matters not included in this Agreement without the prior approval of the CAC Administrator shall not be reimbursed.
4. Any expenses or financial obligations made by the LEC without the prior approval of the CAC Administrator shall become the sole responsibility of the Contractor;
5. Rate of pay and fringe benefits shall comply with the provisions of the active Police Benevolent Association (PBA) Agreement between the PBA and the Contractor. In the event that the actual cost of the LEC to the Contractor is increased by a newly negotiated PBA Agreement, the Contractor shall submit a copy of the newly applicable PBA Agreement to the County, with a statement of applicable salary and fringe benefit changes within ten (10) days of its ratification. Thereafter, the parties herein shall execute an amendment to this Agreement to account for those changes in cost, such that the County will pay to the Contractor eighty percent (80%) of the new cost.

VIII. INSURANCE AND INDEMNIFICATION

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - A. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - i. CGL coverage shall be written in ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. The County, and all other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including and deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for additional insureds shall include

completed operations.

B. Business Automobile Liability (BAL):

- iii. BAL with limits of at least \$1,000,000 each accident.
- iv. BAL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- v. The County shall be included as an additional insured on the BAL policy. Coverage for additional insured shall be on a primary and non-contributing basis.

C. Professional Law Enforcement Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

D. Commercial Umbrella

- vi. Umbrella limits must be at least \$1,000,000.
- vii. Umbrella coverage must include as additional insured all entities that are additional insured on the CGL.
- viii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

b. Workers' Compensation and Employer's Liability;

- i. Statutory limits apply.

2. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, Professional Law Enforcement Liability or Workers' Compensation maintained per requirements stated above.

3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage

afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the County.

4. Indemnification: The Contractor agrees that it shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and its Assistants, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its Assistants or failure on the part of the Contractor and its Assistants to comply with any of the covenants, terms or conditions of this Agreement.

IX. RECORDS

1. At all times during this Agreement and for six (6) years after final payment in accordance with this Agreement, the Contractor shall provide all authorized representatives of the County, the Department, and the State or Federal government with full access to all records relating to the Contractor's performance under, or funds payable pursuant to, this Agreement for the purpose of examining, auditing or copying such records.

X. TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

XI. TRANSFER OF AGREEMENT

1. Neither the Contractor nor the County shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

XII. MISCELLANEOUS

1. The Contractor and the County agree that all information exchanged is confidential and shall be used only for the sole purpose of this Agreement.
2. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises.
3. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced,

such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms hereof shall remain in full force and effect.

4. Said parties, for themselves, their successors and assigns, do hereby agree to the full performance of the covenants contained herein.
5. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
6. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York, or in the United States District Court for the Northern District of New York.

XIII. ADVICE OF COUNSEL

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year below written.

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., Oneida County Executive

Approved: _____

Richard Ferris, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Colleen Fahy-Box, Commissioner

Date: _____

City of Rome: _____

Jacqueline M. Izzo, Mayor

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

APPENDIX A
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor.

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a

- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded.
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This AGREEMENT shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of _____, (the

Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____



ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS"), website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

RESOLUTION NO. 11

**DESIGNATING THE COMMON COUNCIL AS LEAD AGENCY
FOR THE STATE ENVIRONMENTAL QUALITY REVIEW (SEQR)
RELATED TO THE CHAPTER 80 AMENDMENT AND
CLASSIFYING THE ACTION AS AN UNLISTED ACTION.**

By Councilor _____:

WHEREAS, the City of Rome, New York (“the City”) is undergoing amendments to Chapter 80 of the City of Rome Code of Ordinances;

WHEREAS, the City has determined that the proposed project is an Unlisted Action under SEQRA; and

WHEREAS, the CITY has reviewed the proposed project and Part 1 of the Full Environmental Assessment Form; now, therefore

BE IT RESOLVED, that the CITY proposes to be SEQRA Lead Agency for SEQRA Coordinated Review of the proposed project; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Rome, New York directs that this Resolution be sent to all Involved Agencies advising them of the proposed project, providing them with the Part I of the Full Environmental Assessment Form, advising them that the CITY proposes that it serve as Lead Agency and asking each Agency to offer written comments on whether they object to the CITY serving as Lead Agency and whether the proposed project may have any impacts on the environment.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Rogers __ Smith__ Anderson__ Dursi __ Tracy __

ADOPTED ____

DEFEATED ____

Short Environmental Assessment Form

Part 1 - Project Information

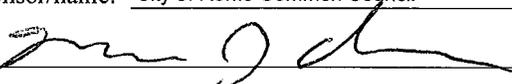
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Amendment to Chapter 80 of the Rome Code of Ordinances			
Project Location (describe, and attach a location map): Griffiss Business and Technology Park			
Brief Description of Proposed Action: Amending Articles 8 of the Zoning Code. See attached documents for further details.			
Name of Applicant or Sponsor: City of Rome Common Council		Telephone: 315-339-7643	
		E-Mail: mandrews@romecitygov.com	
Address: 198 north Washington Street			
City/PO: Rome		State: NY	Zip Code: 13440
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>City of Rome Common Council</u> Date: <u>12/2/2019</u>		
Signature: <u></u> Title: <u>Deputy Director of CED</u>		

Sec. 80-8.4. - Dimensional standards.

Table 80-8-2: GB district dimensional standards establishes the dimensional standards for the GB sub-districts. These regulations apply to all uses within each sub-district unless a different standard is listed for a specific use or in this section.

Table 80-8-2: GB District Dimensional Standards								
Sub-District	Minimum Lot Size		Setbacks			Maximum Building Height	Maximum Building Coverage	Minimum Landscape Coverage
	Area	Road Frontage	Front Yard	Minimum Side Yard	Minimum Rear Yard			
GB-RL	1 acre	150'	0' BTL Brooks Rd 20' BTL Otis St [20'] <u>5'</u> minimum all other roads	15'	25'	55' and 5 stories	50%	15%
GB-FI	2 acres	250'	20' BTL Otis St 40' Min. all other roads	15'	30'	60' and 5 stories, unless greater height approved by planning board	40%	15%
GB-SG	5 acres	150'	20' Min.	20'	20'	60' and 5 stories	40%	15%
GB-MG	1 acre	150'	30' Min.	20'	20'	20'	35%	20%
GB-SC	1 acre	150'	30' Min.	25'	10'	35' and 3 stories	35%	15%
GB-CV	None	None	None	None	None	None	None	None
GB-TH	1	150'	20' Min.	15'	30'	35' and 3	35%	15%

	acre					stories		
--	------	--	--	--	--	---------	--	--

(Ord. No. 9301A, 9-26-18)