

**John M. Sparace**  
1<sup>st</sup> Ward

**John B. Mortise**  
2<sup>nd</sup> Ward

**Kimberly Rogers**  
3<sup>rd</sup> Ward

**Ramona L. Smith**  
4<sup>th</sup> Ward



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

**Stephanie Viscelli**  
Common Council President

**Frank R. Anderson**  
5<sup>th</sup> Ward

**Riccardo D. Dursi, Jr.**  
6<sup>th</sup> Ward

**A. Robert Tracy**  
7<sup>th</sup> Ward

**Jean I. Grande**  
City Clerk

AS OPERATING IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDER 202.1, AND DUE TO THE CLOSURE OF ROME CITY HALL TO THE PUBLIC, THE COMMON COUNCIL MEETING WILL BE CONDUCTED REMOTELY VIA WEBEX AUDIO STREAM VIA TELEPHONE CALL-IN NUMBER **1-408-418-9388**, ACCESS CODE **129 832 0080#**. ALL MEMBERS OF THE PUBLIC THAT WISH TO SPEAK DURING THE GENERAL PUBLIC HEARING PORTION OF THE MEETING MUST REGISTER IN ADVANCE WITH THE CITY CLERK'S OFFICE USING HIS/HER FULL NAME, MAILING ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER, NO LATER THAN 12:00 P.M. ON TUESDAY, AUGUST 11TH. PLEASE CALL (315) 339-7659 TO REGISTER. PLEASE NOTE THAT ALL PARTICIPANTS MUST HAVE INTERNET ACCESS WITH A PC COMPUTER OR EQUIVALENT DEVICE (I.E. SMARTPHONE, TABLET) IN ORDER TO PARTICIPATE.

**COMMON COUNCIL MEETING  
REGULAR SESSION**

**AUGUST 12, 2020  
7:00 P.M.**

- 1. CALL THE ROLL OF MEMBERS BY THE CLERK**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. GENERAL PUBLIC HEARING**
- 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.**
    - Midnight Mike's of 443 S. James St. has notified the City Clerk's Office of its intent to renew its liquor license.
    - The Ava Dorfman Senior Citizens Council financial report for quarter ended 6/30/2020 is on file in the City Clerk's Office.
- 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. 69** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO MAKE APPLICATION TO NATIONAL GRID FOR THE URBAN CENTER/COMMERCIAL DISTRICT REVITALIZATION PROGRAM (RELATED TO THE COPPER CITY COMMONS PROJECT). **Andrews**
- RES. NO. 70** AUTHORIZING THE CITY OF ROME TO AMEND THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN'S SPENDING PLAN. **Andrews**
- RES. NO. 71** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE FIRST PRESBYTERIAN CHURCH FOR THE USE OF PARKING LOT(S) AT THE JUSTICE BUILDING RELATIVE TO EMPLOYEE PARKING REQUIREMENTS. **Conover**
- RES. NO. 72** AUTHORIZATION TO SET UP A SPECIAL ACCOUNT AND ACCEPT AN AWARD OF \$10,912.00 PRESENTED TO THE CITY OF ROME POLICE DEPARTMENT FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE TO PARTICIPATE IN "POLICE TRAFFIC SERVICES (PTS-2021)" PROGRAM. **Beach**
- RES. NO. 73** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPLY FOR AND ACCEPT A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) GRANT IN AN AMOUNT NOT TO EXCEED \$1,500.00. **Iacovissi**

## **13. ORDINANCES**

- ORD. NO. 9411** AUTHORIZING THE EXTENSION OF AN INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF ROME AND THE TOWN OF LEE REGARDING THE SUPPLY OF WATER TO THE TOWN OF LEE, NEW YORK. **Conover**

## **14. LOCAL LAWS**

## **15. TABLED LEGISLATION**

## **16. VETOED LEGISLATION**

## **17. ADJOURNMENT**

**THE NEXT SCHEDULED COMMON COUNCIL MEETING IS AUGUST 26, 2020.**

**RESOLUTION NO. 69**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO MAKE  
APPLICATION TO NATIONAL GRID FOR THE URBAN  
CENTER/COMMERCIAL DISTRICT REVITALIZATION PROGRAM  
(RELATED TO THE COPPER CITY COMMONS PROJECT).**

By Councilor \_\_\_\_\_:

WHEREAS, Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, New York, has requested the authorization to apply for financial assistance from National Grid for the Urban Center/Commercial District Revitalization Program relative to the Copper City Commons Project, for funding in an amount not to exceed \$217,000.00, with the required local match being provided by the DRI and CDBG funding; and

WHEREAS, this project advances the Urban Center/Commercial District Revitalization Plan; now, therefore

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome and her designees are authorized to apply for financial assistance from National Grid for the Urban Center/Commercial District Revitalization Program relative to the Copper City Commons Project, for funding in an amount not to exceed \$217,000.00, with the required local match being provided by the DRI and CDBG funding; and if approved, the Mayor and/or her designees are authorized to execute any and all other contracts, documents and instruments necessary to accept said funds and allow the City to expend the grant funds and to fulfill the City of Rome’s obligation under said application; and

BE IT FURTHER RESOLVED, that if said grant application is approved and funds are awarded, City Treasurer David C. Nolan be and is hereby authorized to establish a capital project account for the above referenced project for the purpose of accepting and expending said funding; and

BE IT FURTHER RESOLVED, the grant details are more specifically defined pursuant to the attached documentation, which is attached hereto and made a part of this Resolution.

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS: Sparace \_\_ Mortise \_\_ Rogers \_\_ Smith\_\_ Anderson\_\_ Dursi \_\_ Tracy \_\_

ADOPTED \_\_\_\_

DEFEATED \_\_\_\_



## **URBAN CENTER/COMMERCIAL DISTRICT REVITALIZATION PROGRAM**

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

### **Program Summary**

National Grid's Upstate New York service territory includes approximately thirty-four (34) urban centers with populations above 10,000. In addition to a rising demand for urban living spawned by "empty nesters" and accelerated commercial district improvements created by urban university investments in their neighborhoods, many communities are evaluating sustainable growth opportunities and enhancements to the downtown core that presents a unique opportunity to utilize excess utility infrastructure and create new employment and capital investment in Upstate New York cities. This program is designed to assist these metro centers in the Company's service territory achieve revitalization goals, increase property tax bases, and promote "smart growth" and sustainable investment in central business districts and commercial corridors.

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

Application requests may include, but are not limited to, the following activities:

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

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

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

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

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

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

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

- Reside within the National Grid franchise area;
- Be located in a central business district or commercial area;
- Have existing utility infrastructure that is underutilized;
- Have a 3:1 match of other public and private funds to National Grid's dollars;
- Show specific evidence of job creation and capital investment by businesses or other economic entities attracted or retained by the project;
- Show evidence of concurrent commitment to the renovation of vacant or underutilized sites and structures within the urban core; **and**
- Reside within an urban center with population above 10,000. Based on current Census information, these are:

Eligible Urban Cities

<u>COUNTY</u>	<u>NAME</u>
Albany County	Watervliet city
St. Lawrence County	Massena village (pt.)
Erie County	Lancaster village
St. Lawrence County	Massena village
Chautauqua County	Fredonia village
St. Lawrence County	Ogdensburg city
Madison County	Oneida city
Oswego County	Fulton city
Chautauqua County	Dunkirk city
Cattaraugus County	Olean city
Warren County	Glens Falls city
Erie County	Tonawanda city
Genesee County	Batavia city
Fulton County	Gloversville city
Erie County	Depew village
Erie County	Kenmore village
Albany County	Cohoes city
Erie County	Lackawanna city
Oswego County	Oswego city
Montgomery County	Amsterdam city
Cortland County	Cortland city
Niagara County	Lockport city
Saratoga County	Saratoga Springs city
Jefferson County	Watertown city

Chautauqua County	Jamestown city
Niagara County	North Tonawanda city
Oneida County	Rome city
Niagara County	Niagara Falls city
Rensselaer County	Troy city
Oneida County	Utica city
Schenectady County	Schenectady city
Albany County	Albany city
Onondaga County	Syracuse city
Erie County	Buffalo city

### **Funding and Eligibility Guidelines**

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

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

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

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

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

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

Maximum funding per project is \$250,000. Maximum funding for municipalities with a population between 10,000-14,999 is \$100,000.

### **How to Apply**

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

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

*If you need assistance in completing the application, please contact Karen Mousaw via email at [Karen.Mousaw@nationalgrid.com](mailto:Karen.Mousaw@nationalgrid.com).*

Project Budget Cost Estimate (Construction Drawing Estimate)

May 1, 2020

Item Description	Unit	Quantity	Unit Price (2020 \$)	Cost
<b>Dominick Street Plaza</b>				
Unclassified Excavation and Disposal (18" for planting beds)	CY	15	\$25	\$375
Broom Finished Concrete Sidewalk Replacement (Including excavation and subbase)	SY	250	\$125	\$31,250
<b>Paver Sidewalk Area (Including excavation and subbase)</b>	SF	545	\$25	\$13,625
Stone Curb (Flush Header Curb)	LF	19	\$65	\$1,235
<b>Reset Frame and Grate</b>	EA	3	\$750	\$2,250
Planting Soil Media (18" depth in planting beds)	CY	15	\$75	\$1,125
Tree Removal	EA	2	\$500	\$1,000
Shredded Hardwood Mulch	CY	3	\$65	\$195
Brick Faced Seat Wall with Precast Concrete Cap (including excavation, footing, backfill)	LF	75	\$600	\$45,000
Fence on Wall	LF	75	\$150	\$11,250
Ornamental Tree Planting	EA	1	\$600	\$600
Shrub Planting	EA	3	\$80	\$240
Perennial Planting	EA	29	\$35	\$1,015
Ornamental Bench	EA	5	\$3,500	\$17,500
Ornamental Trash Receptacle	EA	2	\$1,500	\$3,000
Accessible Curb Ramp Replacement (Including Excavation and Subbase)	EA	1	\$3,700	\$3,700
Detectable Warning at Ramps	SF	14	\$30	\$420
<b>SUB-TOTAL</b>				<b>\$133,780</b>

<b>Dominick Street Add Alt. Seating Area</b>				
Unclassified Excavation and Disposal (18" for planting beds)	CY	21	\$25	\$525
Broom Finished Concrete Sidewalk Replacement (Including excavation and subbase)	SY	90	\$125	\$11,250
<b>Paver Sidewalk Area (Including excavation and subbase)</b>	SF	190	\$25	\$4,750
Stone Curb (Flush Header Curb)	LF	11	\$65	\$715
<b>Reset Frame and Grate</b>	EA	1	\$750	\$750
Planting Soil Media (18" depth in planting beds)	CY	21	\$75	\$1,575
Tree Removal	EA	1	\$500	\$500
Shredded Hardwood Mulch	CY	5	\$65	\$325
Brick Faced Seat Wall with Precast Concrete Cap (including excavation, footing, backfill)	LF	43	\$600	\$25,800
Fence on Wall	LF	43	\$150	\$6,450
Shrub Planting	EA	3	\$80	\$240
Perennial Planting	EA	46	\$35	\$1,610
<b>SUB-TOTAL</b>				<b>\$64,490</b>

<b>Giglietti Avenue Plaza</b>				
Broom Finished Concrete Sidewalk Replacement (Including excavation and subbase)	SY	530	\$125	\$66,250
Heavy Duty Broom Finished Concrete Sidewalk Replacement (Including excavation and subbase)	SY	275	\$150	\$41,250
<b>Paver Sidewalk Area (Including excavation and subbase)</b>	SF	460	\$25	\$11,500
Stone Curb (6" Reveal and Flush Header Curb)	LF	425	\$65	\$27,625
Underdrain (Including Trench Excavation and Filter Stone)	LF	425	\$18	\$7,650
<b>Reset Frame and Grate</b>	EA	9	\$750	\$6,750
Yard Inlets	EA	5	\$650	\$3,250
New 8" SICPP Storm Sewer	LF	108	\$60	\$6,480
New 12" SICPP Storm Sewer	LF	64	\$100	\$6,400
Stormwater Trench (Includes excavation and backfill)	CY	43	\$65	\$2,795
<b>Trench Restoration</b>	SY	22	\$100	\$2,200
Brick Faced Seat Wall with Precast Concrete Cap (including excavation, footing, backfill)	LF	265	\$600	\$159,000
Trash Enclosure (Including brick faced wall and gate)	LS	1	\$15,000	\$15,000
<b>Railing for Ramps and Stairs</b>	LF	116	\$200	\$23,200
Concrete Stairs	EA	3	\$4,000	\$12,000
Tree Grates	EA	12	\$7,000	\$84,000
Planting Soil Media (18" depth in planting beds)	CY	50	\$75	\$3,750
Structural Soils (3' Depth)	CY	335	\$165	\$55,275
Tree Removal	EA	4	\$500	\$2,000
Shredded Hardwood Mulch	CY	11	\$65	\$715
Tree Planting	EA	12	\$800	\$9,600
Perennial Planting	EA	92	\$35	\$3,220
Ornamental Bench	EA	8	\$3,500	\$28,000
Ornamental Trash Receptacle	EA	3	\$1,500	\$4,500
Accessible Curb Ramp Replacement (Including Excavation and Subbase)	EA	2	\$3,700	\$7,400
Detectable Warning at Ramps	SF	70	\$30	\$2,100
<b>SUB-TOTAL</b>				<b>\$681,910</b>
<b>TOTAL</b>				<b>\$780,180</b>

Basic Work Zone traffic Control (5%)	LS	1		\$39,000
Mobilization (4%)	LS	1		\$31,200
Survey Operations (2%)	LS	1		\$15,600
Erosion and Sediment Control (0.5%)	LS	1		\$1,900
<b>TOTAL</b>				<b>\$86,700</b>
<b>Construction Contingency (5%)</b>				<b>\$43,495</b>
<b>GRAND TOTAL COST</b>				<b>\$913,375</b>

Assumptions:  
Does not include pedestrian lighting  
Does not include related sidewalks  
Does not include movable tables and chairs

**RESOLUTION NO. 70**

**AUTHORIZING THE CITY OF ROME TO AMEND  
THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) ANNUAL ACTION PLAN'S SPENDING PLAN.**

By Councilor \_\_\_\_\_:

WHEREAS, the City of Rome, New York is undertaking a substantial amendment to the Annual Action Plan for the 2020 Community Development Block Grant (CDBG) program year to increase the allocated funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act and subsequent CDBG-CV award; and

WHEREAS, as per the CDBG Citizen Participation Plan, the City of Rome held a public meeting to allow citizens to comment on the proposed substantial amendment via the Webex online platform; and

WHEREAS, the proposed amendment was to be filed for public review for 7 days with a minimum of 5 days as per the Department of Housing and Urban Development (HUD) CARES Act Flexibilities for CDBG Funds used to support Coronavirus Response Guide;

WHEREAS, operating in accordance with the Governor's Executive Order 202.1, and due to the closure of Rome City Hall to the public, the CDBG substantial amendment meeting was conducted remotely via audio stream using telephone call-in number and Webex link on Thursday, July 23, 2020 at 12:00 p.m. and any citizen wishing to comment on the substantial amendment who was unable to attend the audio stream meeting could have done so by telephone to the Department of Community and Economic Development, City Hall or by e-mail, and no comments were received; now, therefore

BE IT RESOLVED, the City of Rome be and is hereby authorized to amend the 2020 Community Development Block Grant (CDBG) Annual Action Plan's Spending Plan through a Substantial Amendment Account for Supplemental Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding in an amount not to exceed \$612,172, which is more specifically set forth below and described in the attached documentation which is made part of this Resolution.

**Amendment**

CDBG-CV Allocation

**Total Amount**

\$612,712.00

**Proposed Project**

2020-CV Public Facilities

2020-CV Public Services

2020-CV Planning & Administration

**Amount**

\$350,000.00

\$162,172.00

\$100,000.00

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS: Sparace \_\_ Mortise \_\_ Rogers \_\_ Smith\_\_ Anderson\_\_ Dursi \_\_ Tracy \_\_

ADOPTED \_\_\_\_

DEFEATED \_\_\_\_



ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

April 2, 2020

The Honorable Jacqueline Izzo  
Mayor of Rome  
198 N Washington Street  
Rome, NY 13440-5820

Dear Mayor Izzo:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department is immediately allocating \$2 billion based on the fiscal year 2020 CDBG formula. The remaining \$3 billion shall be allocated based on needs using best available data, in the following tranches: \$1 billion shall be allocated to States and insular areas within 45 days of enactment of the CARES Act, and \$2 billion shall be distributed to states and local governments at the discretion of the Secretary. Up to \$10 million will be set aside for technical assistance. Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. Your jurisdiction's allocation is \$612,172.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The Department is developing a notice that will further describe the CARES Act's provisions, a Quick Guide to the CARES Act flexibilities and other provisions, and other resources to enable swift implementation of CDBG-CV grants. As these become available, they will be

posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits. HUD will provide guidance and technical assistance on DOB and regarding prevention of fraud, waste, and abuse and documenting the impact of this program for beneficiaries.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or [CPDQuestionsAnswered@hud.gov](mailto:CPDQuestionsAnswered@hud.gov).

Sincerely,



John Gibbs  
Acting Assistant Secretary  
for Community Planning and Development  
U.S. Department of Housing and Urban Development

**RESOLUTION NO. 71**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH THE FIRST PRESBYTERIAN CHURCH FOR THE USE OF  
PARKING LOT(S) AT THE JUSTICE BUILDING RELATIVE  
TO EMPLOYEE PARKING REQUIREMENTS.**

By Councilor \_\_\_\_\_:

WHEREAS, for the past several years the City of Rome, New York, has been authorized to and entered into agreements with the First Presbyterian Church of Rome, New York, for the use of parking lot(s) relative to employee parking requirements at the Justice Building; and

WHEREAS, Butch Conover, Commissioner of Public Works for the City of Rome, New York, has recommended that the City of Rome again enter into an agreement with the First Presbyterian Church for the use of parking lot(s) relative to employee parking requirements at the Justice Building; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that it does hereby authorize the Mayor of the City of Rome to enter into an agreement with the First Presbyterian Church for the use of parking lot(s) relative to employee parking requirements at the Justice Building, under the same terms and conditions as previously authorized, beginning for the period of October 1, 2020 through September 30, 2021, including the arrangement between the City and the First Presbyterian Church for snowplowing, whereby the City of Rome will pay for plowing up to \$2,500.00, with the First Presbyterian Church covering the plowing costs from \$2,500.00 to \$3,500.00, followed by the City of Rome and the First Presbyterian Church splitting the cost of any plowing over \$3,500.00, with the further restriction that the first row (most easterly) parking spots in the Huntington Street lot closest to James Street to be reserved for Church use only.

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS: Sparace \_\_ Mortise \_\_ Rogers \_\_ Smith\_\_ Anderson\_\_ Dursi \_\_ Tracy \_\_

ADOPTED \_\_\_\_

DEFEATED \_\_\_\_

**FIRST PRESBYTERIAN CHURCH**  
**108 West Court St. · Rome, NY 13440**

*Phone: (315) 336-1380*

*www.firstpresrome.com · firstpresrome@gmail.com*

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Department of Public Works  
City of Rome  
Attn: Commissioner Butch Conover  
198 N Washington St  
Rome, NY 13440

Dear Commissioner,

The First Presbyterian Church would like to renew our agreement with the City for use of our parking lots to support activities at the Justice building, cover our liability for such use and share snow-removal costs as we have in years past. We believe that this sharing of cost to clear our parking lots is fair compensation as the Police Department and the City Court use our parking lots each weekday.

We appreciate the way the police and court are cooperative and adapt to days when we have funerals or other special events during weekdays. Thank you for working with us on day to day needs as well as the inevitable work of moving snow when winter comes.

Thank you. We look forward to hearing from you.

Ray Tucker  
President of Corporation / Property Committee

cc: Sam Pendergrast, Pastor

**RESOLUTION NO. 72**

**AUTHORIZATION TO SET UP A SPECIAL ACCOUNT AND ACCEPT AN AWARD OF \$10,912.00 PRESENTED TO THE CITY OF ROME POLICE DEPARTMENT FROM THE STATE OF NEW YORK GOVERNOR’S TRAFFIC SAFETY COMMITTEE TO PARTICIPATE IN “POLICE TRAFFIC SERVICES (PTS-2021)” PROGRAM.**

By Councilor \_\_\_\_\_:

WHEREAS, the New York State Governor’s Traffic Safety Committee has contacted the City of Rome Police Department with an award of \$10,912.00; and

WHEREAS, Kevin Beach, Chief of the Rome Police Department, has requested the designation of a special account for the deposit of an award of \$10,912.00 presented to the City of Rome, New York through the New York State Governor’s Traffic Safety Committee for the purpose of participating in “Police Traffic Services (PTS-2021)” Program; and

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

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that an award of \$10,912.00 from the New York State Governor’s Traffic Safety Committee, shall be gratefully accepted by the City of Rome to be used for the purpose of participating in “Police Traffic Services (PTS-2021)” Program; and

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

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

BE IT FURTHER RESOLVED, that to the extent necessary, the City Treasurer is hereby authorized to make such amendments as necessary to the 2020 city budget to properly account for the intent of the \$10,912.00 award accepted hereby; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to the New York State Governor's Traffic Safety Committee for their award of \$10,912.00. This award shall be used for the purposes of participating in "Police Traffic Services (PTS-2021)" Program, pursuant to the attached documentation which is made part of this Resolution.

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS: Sparace \_\_ Mortise \_\_ Rogers \_\_ Smith\_\_ Anderson\_\_ Dursi \_\_ Tracy \_\_

ADOPTED \_\_\_\_

DEFEATED \_\_\_\_



# Governor's Traffic Safety Committee

6 EMPIRE STATE PLAZA • ALBANY, NY 12228 • [SafeNY.ny.gov](http://SafeNY.ny.gov)

**CHUCK DEWEESE**  
Assistant Commissioner

Ph: (518) 474-5111  
Ph: (518) 474-5777  
Fx: (518) 473-6946

June 30, 2020

Bryan Zoeckler  
Police Officer  
Rome City Police Department  
301 North James Street  
Rome, NY 13440-5117

Re: PTS-2021-Rome City PD-00015-(033)  
Police Traffic Services  
T006573  
CFDA #: 20.600  
EFFECTIVE DATE: October 1, 2020

Dear Police Officer Bryan Zoeckler:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Rome City Police Department has been awarded a total of \$10,912 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$1,760
Regular PTS Enforcement	\$9,152
Other Than Personal Services	\$0
<b>Grand Total</b>	<b>\$10,912</b>

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. There is a new process for the FFY 2021 contracts. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town or Village, and notarized, then returned to, **and** signed by, the New York State Governor's Traffic Safety Committee.

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese  
Assistant Commissioner

CRD:bp  
Enclosure  
cc: Cheyenne Schoff



Department of  
Motor Vehicles

# NEW PROCESS FOR FFY 2021 CONTRACTS

## CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.
2. Once the attached Signature page is signed by an authorized representative (**see below**) **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.
3. The completed Signature page must be emailed to [GTSCContracts@dmv.ny.gov](mailto:GTSCContracts@dmv.ny.gov).
4. The Signature page with the original "wet" signatures must be mailed to:

New York State Governor's Traffic Safety Committee  
Attn: Contract Coordinator  
6 Empire State Plaza, Room 410  
Albany, NY 12228

5. When the completed Signature with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.
6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

### **Authorized Representative:**

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

This page was intentionally left blank.

Signature page follows on next page.

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

ROME CITY OF

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE AGENCY:

New York State Governor's Traffic Safety Committee

By: \_\_\_\_\_

Mary Arthur

Printed Name

Title: Program Manager

Date: \_\_\_\_\_

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>STATE AGENCY (Name &amp; Address):</b></p> <p>New York State Governor's Traffic Safety Committee          6 Empire State Plaza, Room 410B          Albany, NY 12228</p>	<p><b>BUSINESS UNIT/DEPT. ID:</b> DMV01/3700393</p> <p><b>CONTRACT NUMBER:</b> T006573</p> <p><b>CONTRACT TYPE:</b></p> <p><input type="checkbox"/> Multi-Year Agreement  <input type="checkbox"/> Simplified Renewal Agreement  <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p><b>CONTRACTOR SFS PAYEE NAME:</b></p> <p>ROME CITY OF</p>	<p><b>TRANSACTION TYPE:</b></p> <p><input checked="" type="checkbox"/> New  <input type="checkbox"/> Renewal  <input type="checkbox"/> Amendment</p>
<p><b>CONTRACTOR DOS INCORPORATED NAME:</b></p>	<p><b>PROJECT NAME:</b></p> <p>Police Traffic Services - PTS</p>
<p><b>CONTRACTOR IDENTIFICATION NUMBERS:</b></p> <p>NYS Vendor ID Number: 1000002580          Federal Tax ID Number: 156000414          DUNS Number (if applicable): 077297661</p>	<p><b>AGENCY IDENTIFIER:</b></p> <p>PTS-2021-Rome City PD -00015-(033)</p> <p><b>CFDA NUMBER (Federally Funded Grants Only):</b>          20.600</p>
<p><b>CONTRACTOR PRIMARY MAILING ADDRESS:</b></p> <p>198 N WASHINGTON ST          ROME, NY 13440</p> <p><b>CONTRACTOR PAYMENT ADDRESS:</b></p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address          198 N WASHINGTON ST          ROME, NY 13440</p> <p><b>CONTRACT MAILING ADDRESS:</b></p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address          301 NORTH JAMES STREET          ROME, NY 13440</p>	<p><b>CONTRACTOR STATUS:</b></p> <p><input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> Municipality, Code: 300249000 000  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input type="checkbox"/> Not-for-Profit</p> <p><b>Charities Registration Number:</b></p> <p><b>Exemption Status/Code:</b></p> <p><input type="checkbox"/> Sectarian Entity</p>

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 10/01/2020                      To: 09/30/2021</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 10/01/2020                      To: 09/30/2021</p> <p><b>AMENDED TERM:</b></p> <p>From:    To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:    To:</p>	<p><b>CONTRACT FUNDING AMOUNT:</b></p> <p><i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p><b>CURRENT:</b>      \$10,912</p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p><input type="checkbox"/> State</p> <p><input checked="" type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>
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*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:*  
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A:
  - A-1 Program Specific Terms and Conditions
  - A-2 Federally Funded Grants and Requirements Mandated by Federal Laws
  
- Attachment B:
  - B-1 Expenditure Based Budget                       B-2 Performance Based Budget
  - B-3 Capital Budget     B-4 Net Deficit Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
  - B-4(A) Net Deficit Budget (Amendment)
  
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

**RESOLUTION NO. 73**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPLY FOR  
AND ACCEPT A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION (NYSDEC) GRANT IN AN AMOUNT NOT TO EXCEED \$1,500.00.**

By Councilor \_\_\_\_\_:

WHEREAS, Thomas Iacovissi, Chief of the Fire Department for the City of Rome, New York, has requested the authorization to apply for and accept a New York State Department of Environmental Conservation (“NYSDEC”) grant to be used for the purchase of wildland firefighting equipment for funding in an amount not to exceed \$1,500.00, with the City being responsible for a match of \$1,500.00; now, therefore

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome and her designees are authorized to apply for and accept a New York State Department of Environmental Conservation (“NYSDEC”) grant to be used for the purchase of wildland firefighting equipment for funding in an amount not to exceed \$1,500.00, with the City being responsible for a match of \$1,500.00; and if approved, the Mayor and/or her designees are further authorized to execute any and all other contracts, documents and instruments necessary to accept said funds and allow the City to expend the grant funds and to fulfill the City of Rome’s obligation under said application and agreement; and

BE IT FURTHER RESOLVED, that City Treasurer David C. Nolan be and is hereby authorized to establish a special aid grant account for the above referenced project for the purpose of accepting and expending said funding.

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS: Sparace \_\_ Mortise \_\_ Rogers \_\_ Smith\_\_ Anderson\_\_ Dursi \_\_ Tracy \_\_

ADOPTED \_\_\_\_

DEFEATED \_\_\_\_

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

## Division of Forest Protection

625 Broadway, 3rd Floor, Albany, New York 12233-2560  
P: (518) 402-8839 | F: (518) 402-8840 | Rangers@dec.ny.gov  
www.dec.ny.gov

MR. THOMAS IACOVISSI  
ROME FIRE DEPT  
158 BLACK RIVER BLVD  
ROME, NY 13440

07/23/2020

Re: Title IV Volunteer Fire Assistance Grant

Dear MR. IACOVISSI:

### GRANT PROCESS COMPLETION: OCTOBER 30, 2020

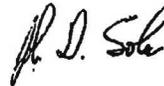
This office is pleased to inform you that **your fire department has been granted an award of \$1,500** under the federal Title IV - Volunteer Fire Assistance (VFA) Grant Program for 2020. The award is intended to assist your fire department in the purchase of wildland firefighting equipment. Reimbursement for approved eligible items, as listed in the grant application, will be made on the basis of reasonable costs incurred. In the event certain charges appear to be unreasonable, adjustments will be made on the basis of comparable quotes requested by the state of New York.

In order to provide this grant award to your fire department, it will be necessary for you to follow certain state and federal standard procedures which are outlined below. **Please complete the grant process by October 30, 2020.**

1. **Purchase eligible equipment** approved on your application. Expend \$3,000 to receive the full \$1,500 grant award. Anything less than \$3,000 expended would result in an award of 50% of your expenditures.
2. Upon receipt of your purchases, **contact your local Forest Ranger** at the nearest regional Department of Environmental Conservation office. A Forest Ranger must inspect your purchases and fill out a voucher for your signature.
3. During inspection, **provide the Forest Ranger with copies of receipted invoices and a completed W-9 Form**. The invoices provide suitable evidence for proof of purchase. The W-9 Form authorizes the NYS Office of the State Comptroller to make payment of the grant award. If you provided a W-9 Form in a prior grant year, it is not required again.

Please contact this office at (518) 402-8835 if you have any questions.

Sincerely,



John D. Solan, Acting Director  
Division of Forest Protection



Department of  
Environmental  
Conservation

**ORDINANCE NO. 9411**

**AUTHORIZING THE EXTENSION OF AN INTERMUNICIPAL AGREEMENT  
BETWEEN THE CITY OF ROME AND THE TOWN OF LEE REGARDING  
THE SUPPLY OF WATER TO THE TOWN OF LEE, NEW YORK.**

By Councilor \_\_\_\_\_:

WHEREAS, Article 5-G of the New York State General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance or exercise, on a cooperative or contract basis, among themselves or one for the other, of those services, functions, powers or activities which they can provide, perform or exercise individually; and

WHEREAS, §118 of the New York State General Municipal Law permits the City of Rome to provide for the supply of water in excess of its own needs, for the purpose of sale to a public corporation; and

WHEREAS, §123 of the Rome City Charter Laws (“Rome Charter”), Title A, authorizes the Commissioner of Public Works, with the approval of the Board of Estimate & Contract, to sell or supply water from the City’s water system to any corporation or individual, providing that the City’s water supply is sufficient to meet its needs and that of the corporation or individual; and

WHEREAS, the Town of Lee, New York (“Lee” or “Town”) is a “municipal corporation”, as said term is defined under New York State General Construction Law §66(2) and, therefore, is a “public corporation” under New York State General Municipal Law §118, and a “corporation” under Rome Charter §123; and

WHEREAS, on or about January 19, 1968, as amended on July 30, 1970, the City and Town entered into an inter-municipal agreement for the provision of the City’s water service in to certain portions of the Town; and

WHEREAS, pursuant to Ordinance No. 8349, adopted by the Rome Common Council on December 17, 2007, the City of Rome and the Town of Lee entered in to an inter-municipal agreement for a period of five (5) years, commencing on the 1<sup>st</sup> day of January, 2006, and terminating on the 31<sup>st</sup> day of December 2010, whereby the City of Rome supplies the Town of Lee with water, subject to certain terms and conditions; and

WHEREAS, pursuant to Ordinance No. 8688, as amended, the Rome Common Council, on December 14, 2011, authorized the extension of the Agreement with the Town of Lee for the provision of water for a period of two (2) years, upon the mutual execution of a written agreement containing such terms and conditions as agreed to by the City and Town; and

WHEREAS, pursuant to Ordinance No. 9056, the Rome Common Council, on November 15, 2015, authorized the extension of the Agreement with the Town of Lee for the provision of water for a period of five (5) years, which was to commence on and be retroactive to January 1, 2012 and terminate on December 31, 2015, upon the execution of a written agreement containing such terms and conditions as agreed to by the City and Town; and

WHEREAS, Butch Conover, Commissioner of Public Works, is of the opinion that it is in the City's best interest to authorize an extension to the water agreement with the Town of Lee for a term commencing and retroactive to January 1, 2016 and expiring December 31, 2020, pursuant to the terms and conditions set forth in the attached agreement which is, by this reference, made a part hereof; now, therefore,

BE IT ORDAINED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome be and is hereby authorized to enter into an inter-municipal agreement for the sale and purchase of water by and between the City and the Town of Lee, New York, which said agreement is for a term of five (5) years commencing on and retroactive to January 1, 2016 and terminating on December 31, 2020, pursuant to the terms set forth in the attached agreement; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon approval by the Board of Estimate and Contract.

Seconded by Councilor \_\_\_\_\_.  
By Councilor \_\_\_\_\_:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9411.

Seconded by Councilor \_\_\_\_\_.

AYES & NAYS: Sparace \_\_ Mortise \_\_ Rogers \_\_ Smith\_\_ Anderson\_\_ Dursi \_\_ Tracy \_\_

ORDINANCE NO. 9411

AYES & NAYS: Sparace \_\_ Mortise \_\_ Rogers \_\_ Smith\_\_ Anderson\_\_ Dursi \_\_ Tracy \_\_

ADOPTED \_\_\_\_

DEFEATED \_\_\_\_

**EXHIBIT "A"**

## AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of July, 2020, by and between the **TOWN OF LEE**, a municipal corporation organized and existing under the laws of the State of New York, with its office and principal place of business at Town Municipal Building, Lee, New York, hereinafter referred to as "TOWN", and **THE CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its office and principal place of business at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "CITY".

### WITNESSETH

WHEREAS, by Agreement, dated January 19, 1968, as amended on July 30, 1970, the CITY and TOWN entered into an agreement, which set forth, among other things, the terms and conditions by which the CITY agreed to sell water to the TOWN and, in turn, the TOWN agreed to buy said water from the CITY;

WHEREAS, by decision dated May 11, 1979, the New York State Department of Environmental Conservation ("DEC") issued a determination as to the rates to be charged by the CITY to the TOWN for the sale and purchase of water, hereinafter as "Water Rate", retroactive to April 6, 1977, which said decision was affirmed by the New York State Supreme Court, Appellate Division, 3<sup>rd</sup> Department, by Decision dated July 24, 1980; however, said Decision annulled the retroactive effect of the DEC's decision regarding Water Rates; and

WHEREAS, since that time, the Water Rate for the TOWN has increased based on the costs of producing the water to the CITY; and

WHEREAS, the CITY's water system continues to have capacity beyond its own needs ("Surplus Water"), which it may desire to continue selling to the TOWN; and

WHEREAS, the CITY provides water to certain CITY residents and/or the Town of Western via certain TOWN transmission and distribution facilities and equipment, including, but not limited to the Felton Avenue Connection, for which the CITY has agreed to reimburse the TOWN for past and future use for use of said facilities; and

WHEREAS, it is now necessary to set forth an Agreement for the supplying of potable water from the CITY's water supply system to the TOWN and to define the present and future rights and responsibilities of the parties hereto; and

WHEREAS, pursuant to an Agreement, dated December 18, 2007, by and between the CITY and the TOWN (the "2007 Agreement"), the parties agreed to terms and conditions governing the CITY's supply of water to the TOWN for a term beginning on January 1, 2006 and ending on December 31, 2010; and

WHEREAS, on or about February 3, 2016, the parties executed an Addendum Agreement which covered the years 2011 through 2015; and

WHEREAS, from January 1, 2016 to the date of execution of this Agreement, TOWN purchased Surplus Water from CITY at a rate set by the CITY consistent with the increase to other municipalities receiving water from the CITY and based on the costs of producing the water to the CITY; and

WHEREAS, the parties wish to memorialize the purchases made by TOWN during such period and the parties hereto wish to release such other party from any liability related to such purchases; and

WHEREAS, upon execution of this Agreement by both parties, any and all previous agreements between the parties regarding the subject matter set forth herein shall be deemed to be terminated and this Agreement shall supersede such agreements; however, the parties do agree and covenant that the criteria as delineated and upheld by a 1979 DEC Decision which was affirmed by the Appellate Division Third Dept. (1980) shall continue to be applicable to this Agreement and future extensions of the same;

NOW THEREFORE, in consideration of the hereinafter described covenants, consideration and other good and valuable consideration hereto, the parties hereby agree as follows:

#### **I. DEFINITIONS**

For the purpose of this instrument, the following terms, phrases and words shall have the meaning given herein

- (a) "Agreement" shall be this written agreement, and all terms, conditions and obligations contained herein, between the City of Rome, New York and the Town of Lee, New York providing for the supply and sale of City of Rome water to the Town of Lee.
- (b) "CITY" shall be the City of Rome, New York.
- (c) "Felton Avenue Connection" shall mean that facility and related equipment owned by the TOWN, which is used to provide water to TOWN residents, as well as certain CITY residents living on Karlen Road and/or in the Town of Western.
- (d) "gpd" shall mean "gallon per day"
- (e) "gpq" shall mean "gallons per quarter"
- (f) "Quarterly Usage Amount" shall be the maximum amount of water allowed to be used by the Town of Lee under this Agreement pursuant to Section VI (First Quarter = December 1<sup>st</sup> through February 28<sup>th</sup>; Second Quarter = March 1<sup>st</sup> through May 31<sup>st</sup>; Third Quarter June 1<sup>st</sup> through August 31<sup>st</sup>; and Fourth Quarter September 1<sup>st</sup> through November 30<sup>th</sup>;
- (g) "TOWN" shall be the Town of Lee, New York; and
- (h) "Water District" or "Service Area" shall be the Town of Lee, New York and/or "Lee Water District" as established and maintained by the Town of Lee, New York. "Water District" and "Service Area" may be used interchangeably for purposes of this Agreement.

## **II. WATER SERVICE**

The CITY agrees to supply the TOWN with filtered water, which is potable, of good quality and treated accordingly to present or future requirements of the State of New York Department of Health or any governmental body having jurisdiction or control of public water supply, in accordance with the terms and conditions of this Agreement, or any duly executed Addendum or Modification made hereto. Unless otherwise noted herein, TOWN shall be responsible for transmitting the water supplied by the CITY under this Agreement from the CITY'S water filtration plant to the users within the Service Area.

## **III. TERM**

This Agreement shall be effective retroactively to January 1, 2016, and shall terminate on December 31, 2020. This Agreement may be extended by five (5) extensions, each for a period of five (5) years, upon mutual written agreement on such terms and conditions agreed to between the CITY and TOWN. The parties hereto agree to negotiate the terms and conditions of any extension to this Agreement in good faith and in a timely manner to ensure that a properly authorized and executed extension shall be in place prior to the expiration of the term hereof.

In the event that the parties do not agree to an extension of this Agreement prior to the expiration date set forth herein, CITY may increase the rate charged to TOWN based on the most recent water study, provided that it gives timely notice of a proposed increase as set forth elsewhere herein. Upon request, CITY shall provide TOWN with an explanation for the increase and any documentation reasonably necessary to support said increase.

## **IV. GEOGRAPHIC LIMITATIONS**

- (a) The CITY shall provide water to the TOWN, pursuant to the terms of this Agreement, to permit the TOWN to provide water to the existing properties located within the TOWN'S Service Area, as more fully set forth at Article IV(b) and (c) of this Agreement.
- (b) Subject to the provisions of this Agreement, the CITY shall provide water sufficient to service all of the existing residences, farms and other structures erected and located in the TOWN'S Service Area, as more fully described in Exhibit A, from and after the date of this Agreement.
- (c) The Service Area encompassed under this Agreement contains, approximately, 3,400 properties, set forth more specifically in Exhibit B, which is attached hereto and made a part hereof, hereinafter referred to as "Properties Serviced". The Properties Serviced include residential, commercial and industrial properties. The TOWN will be permitted to transmit water received from the CITY'S supply to any property or properties which is/are not serviced with water as of the date of this Agreement.

V. COSTS FOR EXTENSION OF CITY OF ROME WATER SERVICE

- (a) The TOWN shall be responsible for all costs associated with the construction, installation, maintenance and replacement of the water service within the Service Area and/or properties serviced under this Agreement, including all costs associated with installing, constructing, maintaining and replacing all necessary components of the water lines or any other connectors or appurtenances or meters necessary to service the areas covered by this Agreement. The TOWN shall be responsible for maintenance of all water lines, hydrants and any other connectors, appurtenances or meters affected by, constructed or installed as a result of this Agreement. TOWN shall not be responsible for any improvements undertaken by CITY which solely benefit users outside of TOWN'S Service Area. In calculating the maximum quarterly and annual usage amounts there shall be excluded from such calculations those usage amounts attributable to water passed through to City and/or Town of Western customers.
- (b) The TOWN shall be responsible for any future installations or extensions within its Service Area. Any costs for the construction of additional water lines, pump stations, water towers, hydrants or any other connectors or appurtenances or meters necessary to service the expanded areas shall be borne at the sole cost and expense of the TOWN or its successor or successors-in-interest which shall also own all of said equipment lines, meters, etc. and shall be responsible for the cost and maintenance of the same. The cost of maintenance, repair and replacement of the expanded system shall be borne entirely by and shall be the sole responsibility of the TOWN.
- (c) The TOWN shall have the right to add at its own cost and expense, additional hydrants as the needs of the TOWN require in the future, provided that TOWN installs the hydrants in accordance with the applicable New York State regulations. The ownership of all hydrants, whether new or replacement, whether installed now or later, shall at all times remain with the TOWN. TOWN shall be responsible for all hydrant replacements and extensions, including the cost of installation thereto.

VI. WATER USAGE AMOUNT

(a) The CITY shall provide the TOWN an average of Five Hundred Fifty Thousand (550,000) Thousand gpd of water ("Daily Usage Amount") or an amount not to exceed the following gallons per quarter ("Quarterly Usage Amount"):

1. December 1<sup>st</sup> through February 28th: 40,000,000 gpq; and
2. March 1<sup>st</sup> though May 31<sup>st</sup>: 45,000,000 gpq; and
3. June 1<sup>st</sup> through August 31st: 75,000,000 gpq; and
4. September 1<sup>st</sup> through November 30th: 45,000,000 gpq.

Based on the above referenced Quarterly Usage Amount, the maximum annual amount of water used by the TOWN **shall not exceed 205,000,000 gallons.**

TOWN may extend service to additional residential, commercial and industrial properties in a manner consistent with Section X of this Agreement and so as to ensure that the maximum allocation amount is not exceeded. In calculating the maximum quarterly and annual usage amounts, there shall be excluded from such calculations those usage amounts attributable to water passed through to City and/or Town of Western consumers.

Daily Usage Amount shall not include water used by TOWN due to routine system maintenance, emergency usage or breakage (hereinafter "Emergency Use") in any line or system component, as long as TOWN provides CITY with written notification within twenty (20) days after such Emergency Use. Failure to provide written notification of the Emergency Use will result in any water used because of Emergency Use to be included in the Daily Usage Amount.

(b) To determine the amount of water being used, either daily or quarterly, the master water meter ("Master Meter") located at the Lee Pump Station shall be used, subtracting therefrom the Felton Avenue Connection readings as of such Master reading date. The CITY shall have the responsibility of reading the Master Meter for purposes of determining the Daily Usage or Quarterly Usage Amounts. CITY agrees that the TOWN, after reasonable written notice to CITY, shall have the right to read the Master Meter utilized under this Agreement to ensure the accuracy of the readings being taken.

The parties understand and agree that upon CITY's completion of "Phase III" of the CITY's water system improvement project, that the CITY will no longer purchase water back from TOWN and that reading and subtractions relative to the Felton Avenue Connection will no longer be necessary.

## **VII. WATER RATE & FEES**

### **(a) Water Rate:**

(i) CITY Rate: the TOWN shall pay to the CITY the CITY'S annual Water Rate, which, for the Term of and subject to the terms and conditions of this Agreement, said rate shall be:

- i. For the period from January 1, 2016 until December 31, 2016: \$3.1743 per 1,000 gallons.
- ii. For the period from January 1, 2017 until December 31, 2017: \$3.7765 per 1,000 gallons.
- iii. For the period from January 1, 2018 until December 31, 2018: \$3.7765 per 1,000 gallons.
- iv. For the period from January 1, 2019 until December 31, 2019: \$3.7765 per 1,000 gallons.
- v. For the period from January 1, 2020 until December 31, 2020: \$3.7765 per 1000 gallons.

CITY shall provide notice of any rate increase to TOWN by September 30<sup>th</sup> of the year immediately preceding the year during which the increased rate will be effective. In the event that CITY fails to notify TOWN of a rate increase

by September 30<sup>th</sup>, the proposed increase shall not become effective until the 3<sup>rd</sup> quarter of the applicable year.

- (ii) TOWN Rate: It is expressly understood between the parties that, in providing CITY water to certain CITY residents along Karlen Road and/or residents of the Town of Western, the CITY utilizes a portion of the TOWN'S transmission and distribution system, including the Felton Avenue Connection, hereinafter said TOWN equipment is collectively referred to as "TOWN Transmission Lines". As such, the parties agree that the CITY should reimburse the TOWN for the benefit the CITY will continue to derive (i.e. future benefit) from the use of the TOWN Transmission Lines, hereinafter "Town Rate". The Parties further expressly agree that the CITY'S obligation to remit payment shall only be for use during the Term of this Agreement. The Town rate shall be equal to the rates charged by CITY to TOWN pursuant to Section VII(a)(i) above, together with an additional charge of \$1.00 per 1,000 gallons for use of the TOWN transmission lines.
- (b) *Payment*. Based on the amount of water consumed by the TOWN according to the Master Meter, the CITY will bill the TOWN a minimum of four (4) times per year for water provided to the TOWN pursuant to this Agreement. The TOWN shall be responsible for payment to the CITY of the full amount of charges included on said bill and payment shall be made to CITY within sixty (60) days of receipt of the bill. Payments received after the sixty day period shall be subject to an interest charge of twelve percent per annum (12%/year).
- (c) The TOWN shall not adopt such regulations, resolutions, ordinances or the like that would in any way impede, hinder or obstruct the development and maintenance of the CITY'S water system or that would be contrary to the health regulations and/or CITY laws, ordinances or guidelines.
- (d) The CITY shall charge rates to TOWN in accordance with New York State General Municipal Law, Section 94.

#### **VIII. PENALTY RATES & FEES**

(a) At any time during the Term of this Agreement, in the event the TOWN exceeds the permitted Quarterly Usage Amount ("Excessive Quarter" or "Excessive Quarters"), the TOWN shall pay for the excess amount of water at a penalty rate ("Penalty Rate"), which shall be two times (2x) the Water Rate then in effect. Prior to the Penalty Rate taking effect, CITY shall give TOWN written notice, via United States Postal Service Certified Mail, return receipt requested, that the Quarterly Usage Amount was exceeded, and shall give TOWN an opportunity to investigate and correct the reason for the excess usage. TOWN shall have thirty (30) days from receipt of the notice to investigate and correct the cause of the excess usage to the approval of the CITY, which said approval shall not be unreasonably withheld. Should TOWN fail to correct the cause of the excess usage within said thirty (30) day period, the Penalty Rate shall take effect.

(b) In addition to the penalty provided for in Article VIII(a), should the TOWN have two (2) consecutive Excessive Quarters, the Penalty Rate shall be utilized to calculate the amount owed by the TOWN for all water used for the Quarters immediately following the second Excessive Quarter, and said Penalty Rate shall remain in effect until such time the TOWN'S average Quarterly Usage Amount has not been exceeded for two (2) successive quarters.

(c) In the event the TOWN exceeds the Quarterly Usage Amount on five (5) or more occasions during the Term of this Agreement, the TOWN shall pay the CITY, in addition to the amounts contained at VIII(a) and (b), a penalty fee ("Penalty Fee"), which shall not exceed ten thousand dollars (\$10,000.00), for each violation of the Quarterly Usage Amount. The CITY shall have the sole authority as to whether or not to assess the Penalty Fee and the amount of the Penalty Fee assessed against the TOWN.

(d) Penalty Suspension: In addition, upon the TOWN exceeding the Quarterly Usage amount on five (5) or more occasions during the Term of the Agreement which in the opinion of the CITY adversely affects the CITY'S water system, the CITY, may, upon prior written notice to the TOWN, served via United States Postal Service Certified Mail, Return Receipt Requested, direct the TOWN that failure to be in compliance with the Quarterly Usage amount for the remainder of the Term of the Agreement, or such portion thereof deemed reasonable by the CITY ("Compliance Notice"), may result in suspension of water services from the CITY to the TOWN (the Termination Penalty"). In the event the TOWN exceeds the Quarterly Usage Amount subsequent to receipt of the Compliance Notice, the CITY may suspend water services required under the Agreement, until such time the TOWN demonstrates to the CITY, via written notice, that the variable(s), event(s), user(s), etc. ("Contributing Factor(s)") causing the TOWN to exceed its Quarterly Usage amount has been corrected or rectified. Upon receipt of said information, the CITY may, in its sole discretion, require additional proof the Contributing Factor(s) has/have been corrected, or deem the problem satisfactorily corrected and resume provision of water to the TOWN pursuant to the Agreement. The Termination Penalty may be utilized by the CITY in addition to the Penalty Rate and/or the Penalty Fee.

(e) It is expressly understood and agreed that excluded from the calculation of maximum quarterly usage amounts for the purposes of this section shall be those usage amounts passed through to CITY and Town of Western customers.

(f) It is agreed to by the parties hereto that any Excessive Quarter incurred by the TOWN during the Term of this Agreement up to the date of this Agreement shall be waived by the CITY and any applicable Penalty Rate or Penalty Fee shall not be enforced by CITY. Such waiver by CITY shall not imply any subsequent waiver of a violation of this Section or any other provision of this Agreement.

**IX. TITLE AND OWNERSHIP OF WATER LINES AND APPURTENANCES**

Any and all water related plant and equipment, including water mains, water meters, filtration plants, tunnels, dams, etc., located within each party's jurisdiction and which may be owned by either party prior to the execution of this Agreement shall remain the sole and exclusive property of the respective party upon execution of this Agreement. Any water mains, water meter(s), curb boxes, water pumps, water towers or any other facilities constructed or erected after the date of this Agreement shall be and shall become the exclusive and sole property of the party undertaking the project.

**X. FUTURE DEVELOPMENT**

(a) The TOWN has the authority to undertake such Service Extensions as may be necessary to promote residential, commercial and/or industrial development subsequent to the execution of this Agreement, as long as said Service Extensions are consistent with Section VI.

(b) All installations, extensions and/or repairs to the water system that result from future development undertaken by the TOWN shall be in compliance with the CITY'S specifications for the CITY'S water system, so as to ensure, among other things: appropriate devices/measures are taken to protect the CITY water supply from back-flow contaminants.

**XI. TERMINATION OF WATER SERVICE**

(a) If the TOWN should desire to discontinue this water service Agreement with the CITY, it may do so upon the filing of a written notice to the CITY of no less than one (1) year prior notice, delivery to be made by United States Postal Service Certified Mail, Return Receipt Requested, to the Mayor of the City of Rome, Rome City Hall, 198 North Washington Street, Rome, New York. Termination of this Agreement shall result in the discontinuance of providing water to the TOWN, including the delivery of water to it, if applicable.

(b) Upon a determination by the CITY that it does not have adequate water supply to meet its own needs and that of TOWN, the CITY may terminate this Agreement upon one (1) year written notice to the TOWN. In the event of a breach of any provision of this Agreement by the TOWN, which de-grades or adversely affects the CITY'S water system in any way, and upon TOWN'S failure to correct or abate the problem to the CITY'S approval within a time-frame designated by the CITY, the CITY may terminate this Agreement upon thirty (30) days prior notice, delivery to be made by the United States Postal Service Certified Mail, Return Receipt Requested, to the Town Supervisor of the Town of Lee, Town Hall, Lee, New York.

(c) Termination of this Agreement shall result in the discontinuance of supplying water to the Town subject to final approval of a replacement water supply by the NYSDEC and/or NYSDOH.

## **XII. STATUTORY AUTHORITY**

(a) This Agreement shall be governed by the Laws of the State of New York and of the City of Rome, New York, to include, but not limited to, the following:

1. Section 123 of the Charter Laws of the City of Rome, New York;
2. Chapter 74 of the City of Rome Code of Ordinances;
3. New York State General Municipal Law, Articles 5-B & 5-C;
4. New York State General Municipal Law, Section 94;
5. Article 15 of the Environmental Conservation Law of the State of New York; and
6. New York State General City Law, Section 20.

(b) If any portion of this Agreement shall be found unenforceable by subsequent legislation or a Court of Law, the same shall invalidate only that portion deemed unenforceable, unless the effect of the legislation or Court action is waived by the appropriate party to this Agreement, and the remaining Agreement herein shall remain in full force and effect.

## **XIII. SALE RESTRICTIONS**

Neither the TOWN, nor any customer located in the TOWN, may sell, transmit or assign water obtained pursuant to the Agreement to any user outside the boundaries of the TOWN, without the express written consent of the CITY.

## **XIV. WATER RESTRICTIONS**

In the event that the CITY imposes water use restrictions, upon the receipt of written notice of said restriction from the CITY, the TOWN must impose similar restrictions (including restrictions as to permitted uses and duration) on TOWN customers.

## **XV. BACKFLOW PREVENTION**

Town shall provide evidence to CITY that it has enacted and is enforcing provisions safeguarding potable water supplies from potential contamination by preventing backflow from a private water user's system into the public water system, consistent with the mandated requirements set for the in the Cross-Connection Manual published by the New York State Department of Health and the terms, conditions and provisions of the New York State Sanitary Code, Part 5, section 5-1.31.

## **XVI. ACKNOWLEDGMENT AND RELEASE**

Each party hereto does hereby release, waive, disclaim and forever discharge the other party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, claims and demands whatsoever, in law or in equity, which such party has ever had or now has with respect to the 2007 Agreement and/or this Agreement up to and including the date of this Agreement, and further

mutually release, satisfy and forever discharge and hold harmless the other , from any or all of the above.

**XVII. GOVERNING LAWS AND LEGAL CONSTRUCTION**

This Agreement shall be construed and governed under the laws of the State of New York in Federal or State court of proper jurisdiction and venue situated in Oneida County, and the City reserves all rights afforded to it pursuant to New York State General Municipal Law, Section 118 or Rome City Charter Laws, Section 123.

**XVIII. NOTICE**

(a) NOTICE HEREUNDER All notices permitted or required hereunder shall be in writing and shall be transmitted via certified United States mail, return receipt requested, or by private same day or overnight delivery service and shall be addressed as follows or to such different addresses as the parties may from time to time designate:

CITY: Commissioner of Public Works  
City Hall  
198 North Washington Street  
Rome New York 13440

and

Corporation Counsel's Office  
City Hall  
198 North Washington Street  
Rome, New York 13440

TOWN: Town of Lee, New York  
Town Supervisor  
P.O. Box 191  
Lee Center, New York 13363

copy to

The Rapke Law Firm  
320 North George Street  
P.O. Box 928  
Rome, New York 13422\*0928

Notices shall be deemed effective upon receipt. Either party may change any receipt for Notices upon ten (10) days written Notice to the other party.

**XIX. OTHER**

- (a) The TOWN agrees to abide by the same rules and regulations governing the use of the water, to include, but not limited to, temporary restrictions on water usage due to weather conditions, increased water usage, technical problems with the system, and the like as may be imposed by the CITY from time-to-time and which may affect other users of the CITY'S system (i.e., water conservation mandates during times of peak usage).
- (b) The TOWN agrees to hold harmless, defend and indemnify the CITY from any claim or cause of action, which may arise out of or as a result of the services required under this Agreement, and from any default or failure of TOWN owned water lines, equipment or appurtenances. CITY agrees to hold the TOWN harmless from any claim or cause of action resulting from the negligence of the CITY in making water available to TOWN pursuant to this Agreement or as the result of any default or failure of CITY owned water lines, plant, equipment or appurtenances.
- (c) The TOWN will not assign their rights to the terms and conditions as set forth in this Agreement to another municipality, public legal authority or private entity without first obtaining in advance the written consent of the CITY.
- (d) This Agreement shall encompass the entire understanding of the parties and no additional agreements shall be enforced by either party unless the same are in writing and duly executed by the parties hereto or their appropriate successor or assigns.

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