

John M. Sparace
1st Ward

John B. Mortise
2nd Ward

Kimberly Rogers
3rd Ward

Ramona L. Smith
4th Ward



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

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 **129 267 7649#**. 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 25TH. 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 26, 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.**
- 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. 74 AUTHORIZING AN APPOINTMENT TO THE BOARD OF ASSESSMENT REVIEW FOR THE CITY OF ROME, NEW YORK. **Surace**

13. ORDINANCES

ORD. NO. 9412 AUTHORIZING THE MAYOR TO ENTER INTO A DECOMMISSIONING AGREEMENT BETWEEN FFP NY ROME PROJECT1 LLC AND CITY OF ROME, NEW YORK FOR A SOLAR PHOTOVOLTAIC FACILITY AT 7585 NEW FLOYD ROAD. **Feeney**

ORD. NO. 9413 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A LEASE AGREEMENT WITH CENTRO OF ONEIDA, INC. FOR THE LEASE OF THE BUS DEPOT. **Daniello**

14. LOCAL LAWS

15. TABLED LEGISLATION

16. VETOED LEGISLATION

17. ADJOURNMENT

THE NEXT SCHEDULED COMMON COUNCIL MEETING IS SEPTEMBER 9, 2020.

RESOLUTION NO. 74

AUTHORIZING AN APPOINTMENT TO THE BOARD OF ASSESSMENT REVIEW FOR THE CITY OF ROME, NEW YORK.

By Councilor _____.

WHEREAS, City Assessor Joseph J. Surace, Jr., has recommended the appointment of Linda Melone, for a term of October 1, 2020 through September 30, 2025, to the Board of Assessment Review for the above referenced five-year term; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, pursuant to New York State Real Property Tax Law Section 523, that the following individual be and is hereby appointed to the Board of Assessment Review for the City of Rome, New York:

Linda Melone, 1774 N. George Street, Rome, New York
Term: October 1, 2020 to September 30, 2025.

Seconded by Councilor _____.

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

ADOPTED ____

DEFEATED ____

ORDINANCE NO. 9412

AUTHORIZING THE MAYOR TO ENTER INTO A DECOMMISSIONING AGREEMENT BETWEEN FFP NY ROME PROJECT1 LLC AND CITY OF ROME, NEW YORK FOR A SOLAR PHOTOVOLTAIC FACILITY AT 7585 NEW FLOYD ROAD.

By Councilor _____:

WHEREAS, FFP NY Rome Project1, LLC (“forefront”) proposes to develop a solar photovoltaic facility (the “Project”) located on private property at 7585 New Floyd Road, Rome, New York 13440, (the “Property”); and

WHEREAS, the Project consists of approximately 23.5 acres of a larger 33.5 acre parcel of private land located in the City of Rome, County of Oneida (“City”)’ and

WHEREAS, the Project will produce electricity delivered to National Grid’s local distribution system utilizing existing lines along New Floyd Road, Interconnection to National Grid’s system will include both underground and overhead wires along with new utility poles located on the Property; now, therefore

BE IT ORDAINED, that the Mayor be and is hereby authorized to execute a Decommissioning Agreement between FFP NY Rome Project 1, LLC and the City of Rome, New York for Solar Photovoltaic Facility located at 7585 New Floyd Road, Rome, New York, with terms set forth more specifically in the attached agreement which is made part of this Ordinance; and

BE IT FURTHER ORDAINED, that said Decommissioning Agreement shall be incorporated into a future Solar PILOT agreement between the parties; and

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

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. 9412.

Seconded by Councilor _____.

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

ORDINANCE NO. 9412

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

ADOPTED ____

DEFEATED ____

**DECOMMISSIONING AGREEMENT
BETWEEN
FFP NY ROME PROJECT1, LLC AND CITY OF ROME, NEW YORK
FOR
SOLAR PHOTOVOLTAIC FACILITY AT
7585 NEW FLOYD ROAD, ROME, NY**

WHEREAS, FFP NY Rome Project1, LLC (“ForeFront”) proposes to develop a solar photovoltaic facility (the “Project”) located on a private property at 7585 New Floyd Road, Rome, New York 13440, (the “Property”); and

WHEREAS, the Project consists of approximately 23.5 acres of a larger 33.5-acre parcel of private land located in the City of Rome, County of Oneida (“City”). The Project will produce electricity delivered to National Grid’s local distribution system utilizing existing lines along New Floyd Road. Interconnection to National Grid’s system will include both underground and overhead wires along with new utility poles located on the Property; and

WHEREAS, the City has already granted all necessary permits and approvals to ForeFront to construct and operate the Project; and

WHEREAS, as a condition of approval, the City requires the execution of an agreement covering the future decommissioning of the Project (“Decommissioning Agreement”); and

NOW THEREFORE, by virtue of the respective signatures affixed below, and in satisfaction of the City’s approval condition, ForeFront and the City agree to the form and substance of the Decommissioning Agreement for the Project, attached hereto as “**Exhibit A**”; and

- a. This Decommissioning Agreement may be modified, supplemented or amended only by a written agreement executed by both parties; and
- b. This Decommissioning Agreement shall be construed and enforced in accordance with the laws of the State of New York; and
- c. The terms and conditions herein contained shall be binding upon and inure to the benefit of ForeFront and the City and their respective successors and assigns; and

d. In the event any provision of this Decommissioning Agreement is found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of any other provision; and

FFP NY ROME PROJECT1, LLC

CITY OF ROME, NEW YORK

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Decommissioning Plan

4MWac Ground Mounted Project

Facility Description: FFP NY Rome Project1, LLC

ForeFront Power, LLC proposes to develop a solar photovoltaic (PV) facility (the "Project") with a maximum nameplate capacity of four megawatts alternating current (4 MW AC), located on a private property at 7585 New Floyd Road, Rome, New York 13440, (the "Property"), as shown in Figure 1.

The Project consists of approximately 23.5 acres of a larger 33.5-acre parcel of private land located in the City of Rome, County of Oneida. The Project will produce electricity delivered to National Grid's local distribution system utilizing existing lines along New Floyd Road. Interconnection to National Grid's system will include both underground and overhead wires along with new utility poles located on the Property.

The solar PV modules will be installed on fixed metal racking structures secured to the ground utilizing either direct push or anchor screw technology. Direct Current (DC) wiring with the Project will be secured behind the modules, collected at a common point and transition underground to the inverters. From the inverter/transformer pad, AC wiring will run underground until a point before New Floyd Road where it will surface and connect to a series of utility poles on the Property before connecting to National Grid's system.

Access to the Project will be from New Floyd utilizing a 15' wide crushed stone driveway constructed for access to the facility.

The inverters and transformer skid will be mounted on a concrete pad located within the array. The pad used for each skid unit will be approximately 34-feet x 13-feet.

The site will be secured with a seven-foot-tall perimeter chain link fence.

Figure 1: Project Location





Decommissioning Activities

Effectively, the decommissioning of the solar plant proceeds in reverse order of the installation.

1. Decommissioning of the system will be performed by FFP NY Rome Project1, LLC and will occur within 12 months of the expiration of or termination of the Project's operation.
2. The PV facility shall be disconnected from the utility power grid.
3. Except as listed below, all at-grade and below-grade structures, and all debris related to the Project, are to be removed.
4. PV modules shall be disconnected, collected and returned per the Collection and Recycling Program (see description below)
5. Site aboveground and underground electrical interconnection and distribution cables shall be removed and recycled off-site.
6. PV module support aluminum racking shall be removed and reused or recycled off-site.
7. PV module support steel and support posts shall be removed and reused or recycled off-site.
8. Electrical and electronic devices, including transformers and inverters shall be removed and reused or recycled off-site.
9. Concrete foundations shall be removed and recycled off-site.
10. Unless the landowner requests otherwise, fencing shall be removed and reused or recycled off-site.
11. Restoration of the soil and restoration of the vegetation within six months of the end of decommissioning process. Land to be restored to condition reasonably similar to its condition before development, including replacement of topsoil.
12. Unless the landowner requests otherwise, the driveway shall be removed, and the gravel repurposed either on- or off-site.
13. The Project Site may be converted to other uses in accordance with applicable land use regulations in effect at that time of decommissioning. There are no permanent changes to the site resulting from the project.

PV Module Collection and Recycling

The modules will be electrically and mechanically disconnected from the solar array and packaged for shipment and transported to the recycling center from the site. Module recycling includes the glass and the encapsulated semiconductor material, and it is expected that over 90% of the material will be recovered for future use.

Electrical Wiring Removal and Recycling

The electrical wiring is typically installed underground (limited amount) or is attached to the module racking structure. To remove the underground wire, the original trenches in which the wire is buried will be dug up and the conduit and wire removed. The wire attached to the rail is primarily attached via metal clips and can be removed by hand. The wiring is either copper or aluminum (depending on the



function/location) encapsulated in an insulating plastic material; most of these materials are desirable commodities that can be recycled.

Racking Structure Removal and Recycling

The racking structure consists of galvanized steel racking and galvanized steel posts. All these materials can be recycled and/or reused. Removal of the racking is straightforward, as the primary attachment is via screws, clips, nuts, and bolts. The steel posts will be removed using heavy equipment. An appropriate recycler can reuse these materials.

Decommissioning Assurance

Form of Assurance

A Ground Lease ("Lease") has been entered into by the Operator/Owner of the Project (as "Tenant") and the Landowner (as "Landlord"). According to the Lease's terms:

"...on or before the fifteenth (15th) year of the Lease, Tenant shall provide to Landlord a letter of credit or decommissioning and removal bond in an amount that will cover Tenant's removal costs hereunder, which amount shall not be less than Thirty Thousand Dollars (\$30,000.00) per megawatt of installed capacity..."

Use of Assurance

Per the Lease terms, in the event that the Operator/Owner fails to undertake decommissioning activities within the established period of the Agreement, the Landowner shall have the right to undertake decommissioning activities and make a claim against the decommissioning assurance.

ORDINANCE NO. 9413

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER
INTO A LEASE AGREEMENT WITH CENTRO OF ONEIDA, INC.
FOR THE LEASE OF THE BUS DEPOT.**

By Councilor _____:

WHEREAS, the City of Rome is the owner of a parcel commonly known as the Bus Depot, located at 207 West Liberty Street, Rome, New York, together with all improvements thereon, privileges, appurtenances and other rights pertaining thereto (“Premises”); and

WHEREAS, the City of Rome wishes to lease the Premises to Centro of Oneida, Inc., and Centro of Oneida, Inc. desires to lease the Premises from the City of Rome pursuant to the terms and conditions more specifically defined in the attached Lease Agreement; and

BE IT ORDAINED, by the Common Council of the City of Rome that the Mayor of the City of Rome is hereby authorized to enter into and execute a lease agreement with Centro of Oneida, Inc., for the lease of the Bus Depot located at 207 West Liberty Street, pursuant to the terms and conditions in the attached Lease Agreement; and

BE IT FURTHER ORDAINED, that this agreement will be for a period of five years, with one option to renew for up to two periods of five years each, and shall become effective upon execution.

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. 9413.

Seconded by Councilor _____.

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

ORDINANCE NO. 9413

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

ADOPTED ____

DEFEATED ____

LEASE AGREEMENT

(BUS DEPOT)

THIS LEASE AGREEMENT (this "Lease") is made as of _____, 2020 by and between THE CITY OF ROME, NEW YORK (The "Landlord"), and CENTRO OF ONEIDA, INC., a subsidiary public benefit corporation of the CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY, a New York Public Benefit Corporation (collectively, the "Tenant").

WITNESSETH

WHEREAS, Landlord is the owner of a structure commonly known as the Bus Depot, located at 207 West Liberty Street, Rome, New York, together with all improvements thereon, all privileges, appurtenances and other rights pertaining thereto (Collectively, the "Premises"); and

WHEREAS, Landlord wishes to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord on the terms and conditions hereinafter set forth.

ARTICLE 1

LEASE OF PREMISES, TERM AND USE

Section 1.1 – Lease. Landlord hereby lets and demises unto Tenant and Tenant hereby hires from Landlord the Premises as described above which includes a structure currently used as a Bus Depot.

Section 1.2 – Term. The initial term of this Lease shall be for a period of five (5) years, commencing upon execution (the "Initial Term"), subject to early termination as described herein.

Section 1.3 – Renewal Term. The Tenant shall have the option of renewing the Initial Term hereof for up to two additional periods of five years each, upon the same terms and condition as the Initial Term by delivering written notice to Landlord at least sixty (60) days prior to the expiration of the Initial Term (the "Renewal Term").

Section 1.4 – Termination. This Lease may be terminated by Tenant or Landlord at any time during the Initial Term or the Renewal Term by delivering written notice to Landlord or Tenant, respectively, at least thirty (30) days prior to the termination date.

Section 1.5 – Access and Use of Premises. Landlord shall provide Tenant with access to, and use of, Premises, which shall include: the structure known as the Bus Depot.

Section 1.6 – Compliance With All Laws. Tenant shall comply, in all material respects, with all present and future applicable laws, ordinances, requirements and regulations of the Federal, State and Local governments.

Section 1.7 – Surveillance Systems and Public Access. Landlord shall allow Tenant access to view the building video surveillance system upon request and Landlord shall comply with all relevant regulations and retention schedules regarding public access to video surveillance.

ARTICLE 2

RENT

Section 2.1 – Rent. Tenant shall pay Landlord as base rent for the Premises one dollar (\$1.00) per year (the “Base Rent”) at such location as directed by Landlord in writing. Base Rent shall be payable in advance on the first day of each lease year during the term hereof.

ARTICLE 3

UTILITIES, MAINTENANCE AND REPAIR

Section 3.1 – Maintenance and Repairs. Tenant, during the term of this Lease, at its cost and expense, shall take good care of and maintain the Premises in good order. Notwithstanding the foregoing, Landlord shall, at its sole cost and expense, make all necessary repairs and improvements to the Premises and appurtenances thereto, including without limitation, major capital, internal and external systems, roof and structural repairs.

Section 3.2 – Taxes. Should any Taxes (as defined below) be imposed against the Premises or any portion thereof, Tenant agrees to pay to Landlord its pro rata share of the Taxes (based on square footage of the Premises and the total square footage of the entire building in which the Premises is located) within thirty (30) days after a tax bill and any other reasonable supporting documentation is presented to Tenant. “Taxes” includes all real estate taxes, special assessments, and impositions of any nature levied by a municipality against the Premises or the Building. Taxes does not include income taxes levied against any tenant.

Section 3.3 – Utilities. Tenant shall pay all utilities, including, but not limited to, electric, gas, lights, power, and telephone or other communication systems rendered for the exclusive benefit of the Premises.

Section 3.4 – Use of Premises. Tenant shall be permitted to use the Premises for any purpose related to transit purposes. In return, Tenant shall allow the general public to use the Premises for any purpose related to transit purposes.

Section 3.5 – Snow Removal. The Landlord shall be responsible for providing snow and ice removal for the Premises, including, but not limited to, the adjoining roadways, parking lot and sidewalks each day in order for the public to access the building safely.

Section 3.6 – Janitorial Services. Tenant shall be responsible for cleaning the Premises, with cleaning supplies to be provided by Tenant.

ARTICLE 4

ALTERATIONS AND IMPROVEMENTS

Section 4.1 – Material Alteration and Improvements. Tenants agrees that Tenant shall not make any material alterations or improvements to the Premises without Landlord’s prior written consent. Tenant agrees to make a good faith effort to consider any comments or suggestions made by the Landlord with respect to the improvements/alterations.

Section 4.2 – Telecommunications and Technology. Tenant will pay for all fees associated with the installation, operation, and maintenance of telecommunications and technology necessary for the Bus Depot.

ARTICLE 5

INDEMNIFICATION AND INSURANCE

Section 5.1 – Indemnification.

(a) To the fullest extent permitted by applicable law, each Party shall indemnify, defend and hold the other Party and its assignees, agents, officers and employees harmless from and against any claims, suits, proceedings, costs, liabilities, expenses (including court costs and reasonable legal fees), or damages (Claims) to real or tangible personal property and/or bodily injury to persons, including death, resulting from its or its employees, clients or agents negligence or willful misconduct arising from or related to this Agreement.

(b) Notwithstanding the foregoing, an invitee of the Tenant shall not be considered an invitee of the Landlord for purposes of this Section 5.1.

Section 5.2 – Insurance.

(a) Landlord, at its sole cost and expense, shall provide and keep in force insurance at full replacement value against loss or damage or injury or destruction of the Premises, including without limitation, the fixtures located therein, resulting from fire, or from any hazard included in the so-called extended coverage endorsement.

(b) Tenant shall provide and maintain comprehensive general liability insurance with respect to occurrences arising on or about the Premises (covering personal injury, death and property damage) with limits of not less than One Million Dollars (\$1,000,000.00) for the death of or bodily injury to one person, not less than Two Million Dollars (\$2,000,000.00) for death of or bodily injury to two or more persons from one occurrence, and not less than Five Hundred Thousand Dollars (\$500,000.00) for damage to property, and such policies shall inure to Tenant with Landlord as additional insured.

(c) Tenant, during the term of this Lease, at its own cost and expense, shall keep all of Tenant's personal property located in the Premises insured against loss or damage by fire with extended coverage (all-risk casualty insurance). The insurance shall be payable to Tenant and shall be in an amount equal to the full property replacement cost.

(d) All insurance policies required to be maintained under this Lease shall be written by reputable, financially responsible insurance companies, shall protect Landlord and Tenant, as their respective interests may appear, and shall provide that any loss otherwise payable thereunder shall be payable notwithstanding any act of negligence of Landlord or Tenant which might, absent such agreement, result in a forfeiture of all or part of the payment of such loss. Landlord or Tenant shall be required to produce Certificates of insurance evidencing the insurance coverage required hereunder upon request from the other party. Any Certificate of Insurance provided by Tenant shall name Landlord as additional insured.

(e) Each policy or certificate therefor required under this Lease issued by the insurer shall contain an agreement by the insurer that such policy shall not be changed or canceled without at least thirty (30) days prior written notice to Tenant and Landlord.

(f) Notwithstanding anything to the contrary contained herein, Tenant shall have the right to satisfy its obligations to carry insurance hereunder by self-insuring the applicable risks.

Section 5.3 – Waiver of Subrogation. Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities for damage to or loss of land and improvements thereon or personal premises arising from or caused by any hazard covered by insurance maintained by the party hereto owning or having custody of such premises, regardless of the cause of such damage or loss. Each of the parties to this Lease agree to have a subrogation clause attached to and made a part of the insurance policy or policies in force at the Premises in the following or an equivalent form: "This insurance shall not be invalidated should the insured waive in writing, prior to a loss, any or all rights of recovery against any other party for a loss occurring to the property described herein."

ARTICLE 6

ENVIRONMENTAL COMPLIANCE

Section 6.1 – Environmental Compliance. Tenant and Landlord acknowledge that Tenant has performed no investigation or inquiry into the condition of the Premises as it relates to compliance with the laws, regulations, rules or requirements of law or regulation of the United States, the State of New York and the municipalities in which the Premises are found relative to the pollution or protection of the environment ("Environmental Laws") or to the presence of any pollutants, hazardous substances or chemical substances. The parties agree that Tenant shall only be required to defend, indemnify and hold Landlord and any successors and assigns harmless from and against any and all damages, claims, losses, liabilities and expenses, including without limitation, reasonable legal, accounting, consulting, engineering and other expenses, which can be specifically attributed solely to the activities of Tenant in the Premises. Tenant's obligations

under this Section 6.1 shall survive the expiration of this Lease and shall be binding upon Tenant's heirs, successors and assigns.

Landlord represents and warrant to Tenant That:

(a) To the best of its knowledge, the Premises (and the operation thereof) are and have been in full compliance with all Environmental Laws;

(b) Landlord is not a party to any litigation or administrative proceeding or is any litigation or administrative proceeding threatened against it which, in either case, asserts or alleges that Landlord violated any Environmental Laws relating to the Premises; and

(c) There are no known conditions existing currently which would subject Landlord to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws or which require or are likely to require cleanup, removal, remedial action or other response pursuant to Environmental Laws by Landlord.

Section 6.2 – Indemnification. Landlord shall defend, indemnify and hold Tenant and any successors and assigns harmless from and against any and all damages, claims, losses, liabilities and expenses, including without limitation, reasonable legal, accounting, consulting, engineering and other expenses, which may arise out of any action, suit, claim or proceeding seeking money damages, injunctive relief, remedial action or other remedy by reason of a violation or non-compliance with any Environmental Law by any party other than Tenant; or the disposal, discharge or release of solid wastes, pollutants or hazardous substances; or exposure to any chemical substances, noises or vibrations to the extent they arise from any party's use and occupancy of the Premises or the Building other than the Tenant. Landlord's obligations under this Section 6.2 shall survive the expiration of this Lease and shall be binding upon Landlord's heirs, successors and assigns.

ARTICLE 7

DAMAGE OR DESTRUCTION

Section 7.1 – Landlord Sole Negotiator. In connection with any casualty, Landlord shall be the sole negotiator in any proceedings for obtaining proceeds, settlements and awards relating to the Premises and each party shall cooperate with the other and shall sign all papers reasonably required, and take all other steps reasonably requested, by the other in order to obtain all such settlements and awards.

Section 7.2 - Damage to Premises. If the Premises shall be partially or totally damaged or rendered partially or wholly untenable by fire or other cause not caused solely by the fault or negligence of Tenant or Tenant's employees or agents, Tenant shall have the option, exercisable in its sole discretion, to terminate the Lease by providing written notice to the Landlord.

ARTICLE 8

DEFAULT AND TERMINATION

Section 8.1 – Default. If Tenant shall at any time be in default in the payment of rent herein reserved or other sums under the provisions hereof and Tenant shall fail to cure such default within ten (10) days after receipt of Notice from the Landlord that the same is past due, or if Tenant shall be in default in the performance of any of the other covenants, terms, conditions or provisions of this Lease, and Tenant shall fail to cure or remedy such default within thirty (30) days after written Notice thereof from Landlord (unless the default is such that it cannot reasonably be cured within thirty (30) days and Tenant is diligently pursuing a cure of the same), Landlord may terminate this Lease.

Section 8.2 – Surrender of Possession. Tenant agrees that at the end of the term of this Lease or its earlier termination as provided by this Lease, Tenant shall peaceably surrender possession of the Premises and deliver the Premises to Landlord in the same condition as leased, normal wear and tear excepted, and subject to any taking, casualty or condemnation.

ARTICLE 9

SUBORDINATION/SUBJECT TO FTA RIGHTS

Section 9.1 - Mortgagee. The rights of Tenant under this Lease shall be subject and subordinate to the lien of any mortgage or subsequent encumbrance on the fee ownership at the time of execution of this Lease, provided that the Landlord agrees to use reasonable efforts to cause any mortgagee to execute a non-disturbance agreement with respect to the Tenant's rights hereunder.

Section 9.2 - Federal Transit Administration. The rights of Tenant under this Lease, and Tenant's use of the Premises, shall be subject to the rights of the Federal Transit Administration (the "FTA") granted pursuant to applicable rules, laws and regulations (collectively, the "Applicable Regulations"). Without limiting the generality of the foregoing, the FTA shall be permitted at all reasonable times and upon reasonable prior notice to inspect the Premises and review the books and records of the Tenant with respect to the Tenant's use of the same. Nothing stated herein shall in any way restrict any right of the FTA to terminate this Lease in accordance with the terms and conditions of the Applicable Regulations.

ARTICLE 10

ASSIGNMENT AND SUBLETTING

Section 10.1 – Assignment and Subletting. Tenant shall not sublet the Premises, nor any part thereof, nor assign, or otherwise dispose of this Lease or any interest therein, or any part thereof, without Landlord's prior written consent, which consent shall be at Landlord's sole discretion. Landlord shall not assign its rights or obligations hereunder to any party without the prior written consent of the Tenant, which shall not be unreasonably withheld or delayed.

ARTICLE 11

QUIET ENJOYMENT

Section 11.1 – Quiet Enjoyment. Provided Tenant is not in material default of the terms and conditions of this Lease, Tenant may peaceably and quietly enjoy the Premises without nuisance or interference of Landlord, any other Tenant of Landlord or any other person except as is specifically provided in this Lease. Landlord shall be permitted to inspect the Premises and/or perform repairs and maintenance on the Premises at reasonable times and upon reasonable prior notice to Tenant. Notwithstanding the foregoing, if any emergency exists, Landlord’s obligations under the immediately preceding sentence shall apply only to the extent practicable given the situation.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Section 12.1 - Notices. All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and either personally delivered or mailed to the party to which the notice, demand or request is being made by certified or registered mail, return receipt requested, as follows:

To Tenant: _____

With a copy to: _____

To Landlord: The City of Rome
198 North Washington Street
Rome, New York 13440
Attention: Corporation Counsel

Notices given as aforesaid shall be deemed given on the day personally delivered or three (3) business days after mailing, as the case may be.

Section 12.2 - Entire Agreement. This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof. This Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto.

Section 12.3 - No Waiver. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 12.4 - Successors and Assigns. The provisions herein shall inure to the benefit of, and shall bind, the heirs, executors, administrators, successors and assigns of the respective parties.

Section 12.5 -Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 12.6 - Not Construed Against the Drafter. Any presumption of law which provides that an agreement shall be construed against the drafter is hereby waived by the parties to this Lease, each party being represented by legal counsel.

Section 12.7 - Section Headings. The headings of the various sections of this Lease have been inserted only for the purposes of convenience, and are not part of this Lease and shall not be deemed in any manner to modify, explain or restrict any of the provisions of this Agreement.

Section 12.8 - Governing Law/Venue. This Lease shall be governed by the laws of the State of New York. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Lease shall be brought against any of the parties in the courts of the State of New York, County of Oneida, or, if it has or can acquire jurisdiction, the United States District Court for Northern District of New York, and each of the parties consents to the jurisdiction of such Courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed
as of the ____ day of _____, 2020.

LANDLORD:

THE CITY OF ROME, NEW YORK

By: _____

Name: Jacqueline M. Izzo

Title: Mayor

TENANT:

CENTRO OF ONEIDA, INC.

By: _____

Name:

Title:

CENTRAL NEW YORK
REGIONAL TRANSPORTATION AUTHORITY

By: _____

Name:

Title: