

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 **173 117 8302#**. 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 WEDNESDAY, SEPTEMBER 23RD. 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**

**SEPTEMBER 23, 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.**
 - Korps Corner of 800 W. Dominick St. has provided notice of intent to renew its liquor license to 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. 78** AUTHORIZING CODE ENFORCEMENT OFFICIAL TO ATTEND THE NYS ASBESTOS CONTRACTOR/SUPERVISOR REFERSHER COURSE (\$285.00). **Domenico**
- RES. NO. 79** ACCEPTING A DONATION PRESENTED TO THE CITY OF ROME POLICE DEPARTMENT. **Beach**
- RES. NO. 80** AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF LEE TO PROVIDE CODE ENFORCEMENT SERVICES FOR A SINGLE CONSTRUTION PROJECT. **Domenico**
- RES. NO. 81** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AMEND A MEMORANDUM OF UNDERSTANDING WITH THE GREATER MOHAWK VALLEY LAND BANK RELATIVE TO 505 WEST DOMINICK STREET. **Domenico**
- RES. NO. 82** AUTHORIZING AN EXTENSION OF TIME FOR THE PRESENTATION OF THE CITY OF ROME'S 2021 BUDGET TO THE CITY OF ROME COMMON COUNCIL. **Nolan**

13. ORDINANCES

14. LOCAL LAWS

15. TABLED LEGISLATION

- ORD. NO. 9412** AUTHORIZING THE MAYOR TO ENTER INTO A DECOMMISSIONING AGREEMENT BETWEEN FFP NY ROME PROJECT 1 LLC AND CITY OF ROME, NEW YORK FOR A SOLAR PHOTOVOLTAIC FACILITY AT 7585 NEW FLOYD ROAD. **Feeney**
- ORD. NO. 9414** AUTHORIZING THE ISSUANCE OF NOT EXCEED \$105,385 BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO FINANCE THE COST OF THE PURCHASE OF MACHINERY AND APPARATUS FOR CONSTRUCTION AND MAINTENANCE. **Nolan**

16. VETOED LEGISLATION

17. ADJOURNMENT

THE NEXT SCHEDULED COMMON COUNCIL MEETING IS OCTOBER 14, 2020.

RESOLUTION NO. 78

AUTHORIZING CODE ENFORCEMENT OFFICIAL TO ATTEND THE NYS ASBESTOS CONTRACTOR/SUPERVISOR REFERSHER COURSE (\$285.00).

By Councilor _____:

BE IT RESOLVED, that pursuant to Section 77-b of the General Municipal Law of the State of New York, Code Enforcement Official Mark Domenico, be and is hereby authorized to attend the NYS Asbestos Contractor/Supervisor Refresher Course at the Environmental Compliance Management Corporation. This conference will be held in Chittenango, New York, on October 16, 2020. The costs associated with said conference are set forth below:

Cost of Conference:	\$200.00
NYS Certification Fee:	\$75.00
Administrative Cost:	\$10.00
Total:	\$285.00

Seconded by Councilor _____.

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

ADOPTED ____

DEFEATED ____

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ome

Asbestos Training

Lead Training

OSHA Training

Course Fees

Directions

Registration

Contact

Asbestos Training

Find NY State Approved Asbestos Courses

Keep your work environment safe and healthy for all with quality asbestos training courses from Environmental Compliance Management Corporation. Protect your employees with a healthy work environment as asbestos fibers can lead to serious diseases

Contact us
today to learn
more about our
services.

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Asbestos Training

Lead Training

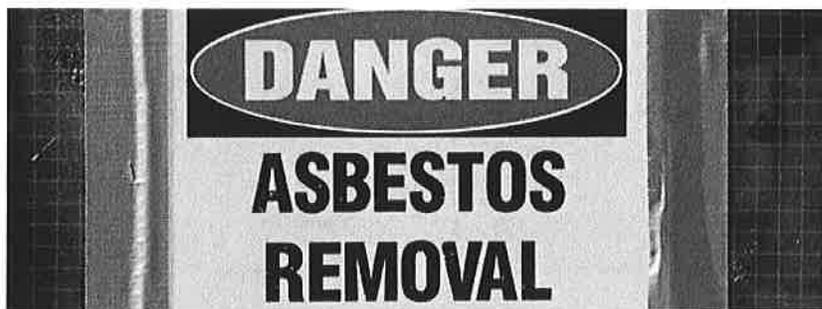
OSHA Training

Course Fees

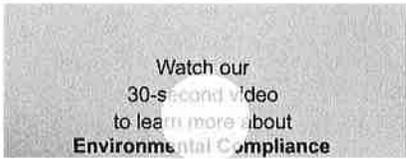
Directions

Registration

Contact



century of experience.
Open 24/7. [Call](#) to schedule your course today!



0:00 / 0:31

AUGUST 2020

- Contractor Supervisor - August 17-21
- Handler Refresher - August 21
- O&M Refresher - August 25
- Allied Trade Refresher - August 26
- Contractor Supervisor Refresher - August 28

SEPTEMBER 2020

- Building Inspector - September 8-10
- Handler Refresher - September 11
- Handler - September 14-17
- Inspector Refresher - September 14
- Management Planner Refresher - September 14(12pm)
- Contractor Supervisor Refresher - September 18
- Project Monitor - September 21-25
- Handler Refresher - September 25
- Project Monitor Refresher - September 29
- Management Planner - September 30-Oct 1

OCTOBER 2020

- Contractor Supervisor Refresher - October 2
- Contractor Supervisor - October 5-9

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Asbestos Training

Lead Training

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Course Fees

Directions

Registration

Contact

- Contractor Supervisor Refresher - October 30

NOVEMBER 2020

- Handler Refresher - November 6
- Handler - November 9-12
- Contractor Supervisor Refresher - November 13
- Inspector - November 16-18
- Handler Refresher - November 20
- Project Monitor Refresher - November 23
- Contractor Supervisor Refresher - November 30



315-687-9435

Our Facebook Feed Our Services and Training



Contact Us

Environmental Compliance Management Corporation

P.O. Box 86

Chittenango, New York 13037

Tel: 315-687-9435

Fax: 315-687-7284

info@ecmcorp.net

Cash / Check



Serving Upstate NY **315-687-943!**



Asbestos Training

Lead Training

OSHA Training

Course Fees

Directions

Registration

Contact

RESOLUTION NO. 79

**ACCEPTING A DONATION PRESENTED TO
THE CITY OF ROME POLICE DEPARTMENT.**

By Councilor _____:

WHEREAS, Brady Snakovsky (Brady’s K9 Fund) has contacted the City of Rome with one (1) StreetFighter custom made vest manufactured by Line of Defense Systems (valued at \$1,500.00); and

WHEREAS, the Rome City Charter states that the Common Council must authorize and accept donations made to the City of Rome; now, therefore,

BE IT RESOLVED, that the Common Council hereby gratefully accepts and expresses its appreciation to Brady Snakovsky (Brady’s K9 Fund) has contacted the City of Rome with one (1) StreetFighter custom made vest manufactured by Line of Defense Systems (valued at \$1,500.00).

Seconded by Councilor _____.

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

ADOPTED ____

DEFEATED ____



Brady's K9 Fund
8988 W130 Street Strongsville, OH 44136
(518) 364-4741
Bradysk9fund.com
Bradyk9fund@yahoo.com @ bradysk9fund

August 25, 2020

Rome Police Department
301 N James Street
Rome, NY 13440

Dear Rome Police Department,

My name is Brady Snakovsky, I am in 5th grade in the City of Strongsville Ohio. I run a non-profit organization, Brady's K9 Fund. We donate full shift ballistic and stab proof vests for K9's in need of one. I believe that all K9 officers should have protection like their handlers. I have a lot of passion for police officers, especially the K9 teams! Brady's K9 Fund would like to donate K9 Arko with Officer Alexandra Carletta a StreetFighter custom made vest manufactured by Line of Fire Defence Systems. The StreetFighter vest holds a value of approximately \$1,500.00, but I feel it will be an essential tool for K9 Arko to have. Thank you for your time.

Sincerely,

A handwritten signature in cursive script that reads 'Brady Snakovsky'.

Brady Snakovsky

Founder | Brady's K9 Fund

RESOLUTION NO. 80

**AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE
TOWN OF LEE TO PROVIDE CODE ENFORCEMENT SERVICES
FOR A SINGLE CONSTRUCTION PROJECT.**

By Councilor _____:

WHEREAS, the Town of Lee has approached the City of Rome with a proposal whereby the City will provide code enforcement services for a singular construction project, the terms of this agreement are attached hereto and made part of this Resolution; and

WHEREAS, Mark Domenico, Chief Code Enforcement Officer for the City of Rome has requested that an agreement be entered into between the Town of Lee and the City of Rome for code enforcement services to be provided by the City for a singular construction project; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome be and is hereby authorized to enter into an agreement between the Town of Lee and the City of Rome for code enforcement services to be provided by the City for a single construction project, with a total reimbursement by the Town of Lee to the City of Rome in an amount not to exceed _____, said services are more specifically described and set forth in the attached "Agreement" which is made part of this Resolution.

Seconded by Councilor _____.

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

ADOPTED ____

DEFEATED ____

MUTUAL AID AGREEMENT
FOR BUILDING INSPECTION AND BUILDING CODE ENFORCEMENT SERVICES

This MUTUAL AID AGREEMENT ("Agreement"), made by and between the TOWN OF LEE, a municipal corporation in the State of New York having offices at 5808 Stokes-Lee Center Road, Lee Center, New York 13363 ("Lee") and the CITY OF ROME, a municipal corporation in the State of New York having offices at 198 North Washington Street, Rome, New York 13440 ("Rome") (collectively, the "Parties").

WHEREAS, Lee and Rome recognize that Lee's code enforcement officer is unavailable to perform his duties with respect the property located at New York State Route 26 in the Town of Lee, County of Oneida, State of New York and identified as tax map numbers 171.001-1-16.2 and 171.001-1-16.3 (the "Property"); and

WHEREAS, Rome desires to assist Lee with any inspections and any other tasks routinely performed by the code enforcement officer as they relate to the Property; and

WHEREAS, Lee and Rome have duly approved a resolution authorizing the execution of this Agreement; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. On behalf of the Town of Lee, the City of Rome Code Enforcement Officer may conduct any inspections and perform any other tasks routinely performed by a code enforcement officer as they relate to the Property.
2. Responsibilities authorized under Section 1 shall include the duties prescribed in 19 CRR-NY 1203.3 (a) – (d) NY-CRR, Official Compilation of Codes, Rules and Regulations of the State of New York, Title 19. Department of State Chapter XXXII. Division of Code Enforcement and Administration, Part 1203. Uniform Code: Minimum Standards for Administration and Enforcement.
4. The City of Rome Code Enforcement Officer shall assist without additional compensation.
5. All permit and application fees shall remain the sole possession of the Town of Lee.
6. The City of Rome Code Enforcement Officer shall obtain approval from the Town Board of the Town of Lee before incurring any fees, legal expenses, engineering expenses, or other expenses on behalf of the Town of Lee.
7. Any liability resulting from the inspection of property or issuance of an order regarding enforcement of state law, local laws, rules and regulations that occurred pursuant to a request under Sections 1 or 2 shall be borne by the Town of Lee.
8. This Agreement shall remain in full force and effect until all inspections relating to the Property have been completed at which time this Agreement shall terminate.

Notwithstanding the foregoing, either Party may terminate by written notice to the other Party. Should this Agreement be terminated, the Parties shall transfer and return all files and records to the other Party.

9. This Agreement represents the entire Agreement of the Parties and may not be modified or amended except by a written instrument fully approved by each of the respective Parties.

IN WITNESS WHEREOF, the Parties hereto hereby affix their hands and seals.

Date: September 8 2020

TOWN OF LEE

John C. Urtz
John C. Urtz, Town Supervisor

Date: _____ 2020

CITY OF ROME

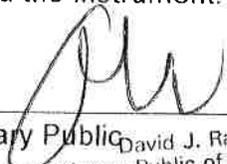
Jacqueline M. Izzo, Mayor

STATE OF NEW YORK

: ss.:

COUNTY OF ONEIDA

On the 8th day of September in the year 2020, before me, the undersigned, personally appeared JOHN C. URTZ, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to be that he executed the same in his capacity, and that by his signature on the instrument the individual, or the person or entity upon behalf of whom the individual acted, executed the instrument.



Notary Public David J. Rapke
Notary Public of New York
Qualified in Oneida County
No. 01RA4744031
My Commission Expires February 28, 2022

STATE OF NEW YORK

: ss.:

COUNTY OF ONEIDA

On the _____ day of _____ in the year 2020, before me, the undersigned, personally appeared JACQUELINE M. IZZO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledges to be that she executed the same in her capacity, and that by her signature on the instrument the individual, or the person or entity upon behalf of whom the individual acted, executed the instrument.

Notary Public

RESOLUTION NO. 81

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO AMEND
A MEMORANDUM OF UNDERSTANDING WITH THE GREATER MOHAWK
VALLEY LAND BANK RELATIVE TO 505 WEST DOMINICK STREET.**

By Councilor _____:

WHEREAS, the City of Rome is a participating member of the Greater Mohawk Valley Land Bank (hereinafter “Land Bank”); and

WHEREAS, Resolution No. 44, adopted on March 11, 2020, authorized the Mayor to execute a Memorandum of Understanding, with the Land Bank for the demolition of the structure located at 505 West Dominick Street; and

WHEREAS, the Land Bank has since received funding from a different source, and has requested that the language of the Memorandum of Understanding be amended so as to reflect the updated funding source and include language that is required by said funding source; and

WHEREAS, Chief Code Enforcement Officer Mark Domenico recommends this amendment as is in the best interest of the City of Rome, New York; now, therefore

BE IT RESOLVED, that the Mayor is hereby authorized to execute the amended Memorandum of Understanding to reflect the above referenced revisions, as well as any necessary related documents, with the Land Bank for the demolition of the structure at 505 West Dominick Street.

Seconded by Councilor _____.

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

ADOPTED ____

DEFEATED ____

MEMORANDUM OF UNDERSTANDING

This Agreement made this ___ day of _____, 2020 by and between the Greater Mohawk Valley Land Bank, ("GMVLB") 500 East Main Street, 2nd Floor, Little Falls, NY 13365 and the City of Rome, NY, ("City") 198 North Washington Street, Rome, NY 13329.

Witnesseth

WHEREAS, certain structures which pose safety hazards and are considered eyesores are located on properties within the City (the "Lots"); and

WHEREAS, the City desires to remove the safety hazards and eyesores posed by the structures by completing demolition on the Lots; and

WHEREAS, the GMVLB is willing to enter into a contract with the City to undertake the demolition of buildings and landscaping of buildings to be demolished on said Lots; and

WHEREAS, the City desires to enter into an agreement with the GMVLB for the GMVLB to demolish a certain property known as 505 West Dominick Street, Rome, NY 13440 as one of said Lots; and

WHEREAS, the GMVLB has agreed to undertake said demolition upon the terms and conditions of this memorandum; and

WHEREAS, the GMVLB has secured a commitment from the Enterprise Community Partners ("Enterprise") to provide grant funding to GMVLB to undertake such demolitions and landscaping; and

WHEREAS, it is in the best interest of the City to contract with the GMVLB for the demolition of the structure and removal of construction debris and to restore the Lots, where said structures are located.

NOW THEREFORE, the parties hereto agree as follows:

1. GMVLB shall be granted access to real property known as and located at 505 West Dominick Street, Rome, NY from the City of Rome for the purpose of demolishing the structure on said Lot;
2. GMVLB agrees to provide all of the work, services and supervision necessary for the complete demolition of the existing structure located on the said Lot including removal of all debris, to fill the remaining cellar hole and grade, landscape and reseed the Lot (hereinafter the "Work").
3. There shall be no cost to the City for completion of the Work.
4. Regardless of the cost of demolition and restoration, and regardless of whether GMVLB receives grant funding, and regardless of any cost over runs, the City shall not be liable for any such costs or over runs related to the work.
5. The City of Rome shall not hold the GMVLB liable for any disconnect services or any other fees associated with the demolitions.
6. Upon execution of this agreement, GMVLB agrees to undertake the Work and to prosecute the Work in a timely manner as soon as the GMVLB is able to.
7. The City agrees upon the completion of the demolition and restoration of the Lot, said Lot will be used for a public benefit and for the benefit and welfare of the general public and the community as a whole.

8. The City agrees that, in planning the future beneficial use of the Lot, the GMVLB shall play a material role in the planning for such future beneficial use.

9. The Mayor of the City of Rome has executed this Agreement pursuant to a Resolution adopted by a majority vote of the voting strength of the City of Rome Common Council, at a meeting thereof, held on _____.

10. The Chairman of GMVLB has executed this agreement pursuant to a Resolution adopted by a majority of the voting strength of the Board of the GMVLB, at a meeting thereof held on the __ day of _____, 2020.

11. No waiver of any breach of any condition of this Agreement shall be binding unless in writing, and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

12. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

13. This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the GMVLB and the City of Rome have caused their corporate seals to be affixed hereto and these presents to be signed by Tolga Morawski, Executive Director GMVLB, and Jacqueline M. Izzo, Mayor of Rome, are duly authorized to do so the day and year first above written.

GREATER MOHAWK VALLEY

CITY OF ROME

LAND BANK

BY: _____

Tolga Morawski, Executive Director

Jacqueline M. Izzo, Mayor

STATE OF NEW _____)

COUNTY OF _____)ss:

On the _____ day of _____, the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Tolga Morawski, Executive Director of the Greater Mohawk Valley Land Bank**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to be that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public Comm. Exp. / /

STATE OF NEW _____)
CITY OF ROME _____)ss:

On the _____ day of _____, the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jacqueline M. Izzo, Mayor for the City of Rome**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to be that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public Comm. Exp. / /

RESOLUTION NO. 82

**AUTHORIZING AN EXTENSION OF TIME FOR THE
PRESENTATION OF THE CITY OF ROME’S 2021 BUDGET
TO THE CITY OF ROME COMMON COUNCIL.**

By Councilor _____:

WHEREAS, the City of Rome Charter provides that the Mayor shall submit to the Common Council a yearly budget on or before September 30th of each year; and

WHEREAS, due to the financial impact of the COVID-19 pandemic currently being experienced at all levels of government, there remains a great deal of uncertainty regarding funding and revenue sources for the City of Rome; and

WHEREAS, Mayor Jacqueline M. Izzo, City Treasurer David Nolan and all City department heads have been working diligently to prepare the 2021 budget, so as to ensure that the City budget is complete and accurate, and in the best interest of the City and its residents, and, to do so, Mayor Izzo and City Treasurer Nolan have requested an extension of time to submit same to the Common Council; now, therefore,

BE IT RESOLVED, that the Common Council of the City of Rome hereby extends the time for the Mayor to submit the 2021 budget to the Common Council to a date no later than October 21, 2020, to provide the administration additional time to complete the budget.

Seconded by Councilor _____.

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

ADOPTED ____

DEFEATED ____