

John M. Sparace
1st Ward

John B. Mortise
2nd Ward

Linda Fazio
3rd Ward

Ramona L. Smith
4th Ward



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

John A. Nash
Common Council President

Frank R. Anderson
5th Ward

Riccardo D. Dursi, Jr.
6th Ward

David E. Sbaraglia
7th Ward

Eric Seelig
City Clerk

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**COMMON COUNCIL MEETING
REGULAR SESSION**

**JULY 24, 2024
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**
- 7. PRESENTING OF PETITIONS AND COMMUNICATIONS**
 - a. Petitions**
 - b. Communications**
 - The following financial reports for quarter ended 6/30/24 have been received and filed in the City Clerk's Office.
 - Rome Historical Society
 - Jervis Library
 - Dept. of Public Works report of training, travel and conferences attended
- 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. 111** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO MAKE APPLICATION TO THE NEW YORK STATE EMPIRE STATE DEVELOPMENT CORPORATION'S CAPITAL IMPROVEMENT GRANT FOR PRO HOUSING COMMUNITIES (\$2,665,000.00). **Andrews**
 - RES. NO. 112** ACCEPTING DONATION PRESENTED TO THE CITY OF ROME TO BE USED FOR THE SUMMER MOVIE SERIES (\$2,500.00). **Andrews**

- RES. NO. 113** ACCEPTING DONATION PRESENTED TO THE CITY OF ROME TO BE USED FOR THE CHRISTMAS IN JULY MOVIE EVENT (\$500.00). **Andrews**
- RES. NO. 114** AUTHORIZING THE MAYOR TO WAIVE A RIGHT OF WAY USE PERMIT FEE FOR THE CAPITOL CIVIC CENTER. **Guiliano**
- RES. NO. 115** AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT APPROVING PILOT TERMS AND ALLOCATING PILOT PAYMENTS WITH NY USLE ROME ROME-ORISKANY, LLC. **Surace**
- RES. NO. 116** AUTHORIZING AN AMENDMENT TO AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM RELATIVE TO CLEANING SERVICES AT THE ROME CITY COURT FACILITY. **Guiliano**
- RES. NO. 117** AUTHORIZING AMENDMENT TO THE 2024 TREASURER’S BUDGET. **Adams**

13. ORDINANCES

- ORD. NO. 9736** AUTHORIZING THE PLACEMENT OF “NO PARKING” SIGNS ON THE EAST SIDE OF ROSER TERRACE FROM LYNWOOD DRIVE TO RIDGEWOOD DRIVE. **Dursi**
- ORD. NO. 9737** AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 508 ROBERTS STREET FOR \$35,000.00. **Domenico**
- ORD. NO. 9738** AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 321 KOSSUTH STREET FOR \$5,000.00. **Domenico**
- ORD. NO. 9739** AUTHORIZING THE PLACEMENT OF 4 WAY STOP SIGNS AT THE INTERSECTION OF ELM STREET AND UNION STREET. **Anderson**

14. LOCAL LAWS

15. TABLED LEGISLATION

16. VETOED LEGISLATION

17. ADJOURNMENT

RESOLUTION NO. 111

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO MAKE APPLICATION TO THE NEW YORK STATE EMPIRE STATE DEVELOPMENT CORPORATION'S CAPITAL IMPROVEMENT GRANT FOR PRO HOUSING COMMUNITIES (\$2,665,000.00).

By Councilor _____:

WHEREAS, Deputy Director of the Office of Community and Economic Development, Matthew Andrews, has requested that the City of Rome make application to the New York State Empire State Development Corporation's Capital Improvement Grant for Pro Housing Communities in the amount of \$2,665,000.00, with a 50% required local match, or \$1,332,500.00; 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 his designees are authorized to make application to the New York State Empire State Development Corporation's Capital Improvement Grant for Pro Housing Communities in the amount of \$2,665,000.00, with a 50% required local match, or \$1,332,500.00. If approved, the Mayor is 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, 10% (266,500.00) of the local match must derive from cash equity from other than grant sources. The associated required local match will be provided through a municipal bond and the local match will be reduced by any other funding secured for the project; and

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

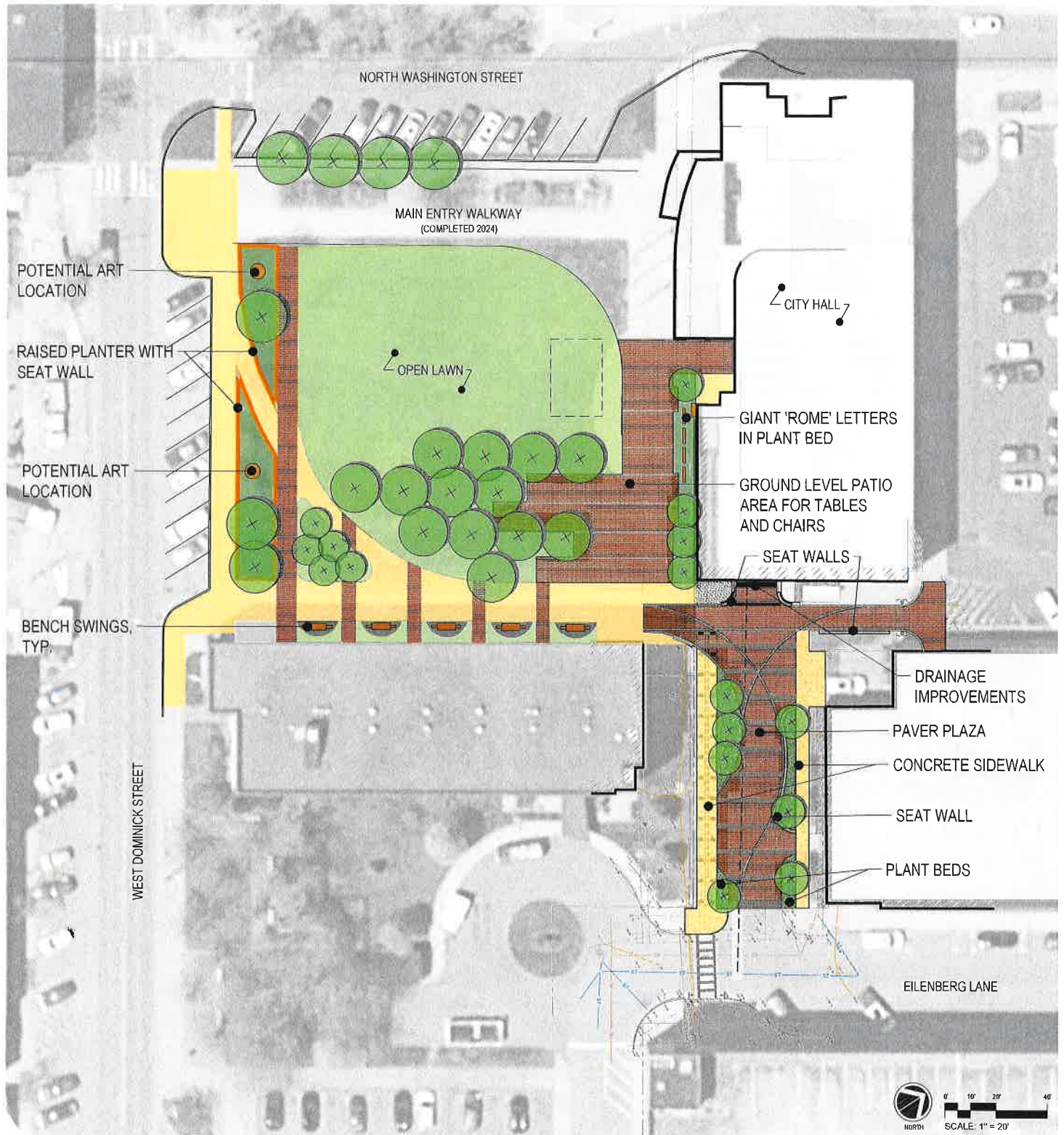
BE IT FURTHER RESOLVED, the application and funding source details are more specifically defined in the attached documentation, which is attached hereto and made a part of this Resolution.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____



CITY GREEN & WILLET STREET IMPROVEMENTS

CITY OF ROME, NEW YORK





DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS

4873 NYS Route 5, Vernon, NY 13476
 TEL: (315) 953-4200 FAX: (315) 953-4202
 www.deltaengineers.com mail@deltaengineers.com

Project: Willet Street Improvements					2019.100.002
Cost Estimate - Preliminary Plans 60%					7/11/2024
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1 General & Removals					
2	Mobilization, General conditions / WZTC (4%)				\$27,200
3	Freight Deliveries	1	ls	\$5,000.00	\$5,000
4	Survey Stakeout	1	ls	\$4,000.00	\$4,000
5	Erosion Control	1	ls	\$3,000.00	\$3,000
6	Sawcut Paving	80	lf	\$12.40	\$992
7	Remove Existing Paving/Concrete	685.778	sy	\$23.75	\$16,287
8	Remove Existing Curbing	286	lf	\$28.00	\$8,008
9	Tree removals - 6-12" cal. -Stumps Grubbed	4	ea	\$650.00	\$2,600
10	Trenching	23	cy	\$55.00	\$1,265
11	Sanitary Sewer Removal	145	lf	\$40.00	\$5,800
12	Bollard Removal	2	ea	\$650.00	\$1,300
13	Removal Concrete Footings (to 12" depth)	8	LF	\$950.00	\$7,600
14	Removal Trench Drain	40	LF	\$75.00	\$3,000
15	Stone mulch removal	1315	sf	\$2.00	\$2,630
16 Site Work					
17	Concrete Sidewalk/Ramps	28	cy	\$1,030.00	\$28,840
18	Concrete Curb	65	lf	\$60.00	\$3,900
19	Pavement Replacement (road utility work)	320	sf	\$60.00	\$19,200
19	Subbase Course, optional type (recycle exist.)	32	cy	\$81.20	\$2,598
20	Brick Pavers	4,300	sf	\$32.00	\$137,600
21	4" Concrete paver base	28	cy	\$925.00	\$25,900
22	Bedding Sand	14	cy	\$36.00	\$504
23	Detectable Warning Plates	7	ea	\$500.00	\$3,500
24 Site Furnishings					
25	Concrete Oval Planter/Seat wall (Grade beam w. steel)	6	cy	\$950.00	\$5,700
26	Concrete Planter/Seat wall (Excav. & prep)	90	lf	\$22.00	\$1,980
27	Concrete Oval Planter/Seat wall (18" ht)	90	lf	\$120.00	\$10,800
28	Core-Ten Screen/Fence (custom laser cut)	5	ea	\$3,650.00	\$18,250
29	Trash Receptacles	4	ea	\$1,450.00	\$5,800
31	Canopy System	1	ls	\$138,000.00	\$138,000
32	Canopy Installation (20% of system)	1	ls	\$27,600.00	\$27,600
33	Canopy Foundation	28	ea	\$1,000.00	\$28,000
34	Steel Arch at North Entrance	1	ls	\$25,000.00	\$25,000
35	Steel Arch Footings	2	ea	\$3,150.00	\$6,300
36	CMU Block Retaining Wall	70	sff	\$95.00	\$6,650
37	CMU Block Retaining Wall - footing excavation & base	4.17	CY	\$225.00	\$938
38 Landscaping					
39	Shrubs	40	ea	\$135.00	\$5,400
40	Trees Mid size	6	ea	\$1,100.00	\$6,600
41	Small Plantings	75	ea	\$65.00	\$4,875
42	Planting soil	30	cy	\$120.00	\$3,600
43	Mulch	20	cy	\$99.00	\$1,980
44	Topsoil	31	cy	\$90.00	\$2,790
45	Seed and Mulch	14	sy	\$29.25	\$410
46	Silva Cell (with planting material)	0	cf	\$15.00	\$0
47 Drainage					
48	Crushed Stone Aggregate	163	cy	\$65.00	\$10,595
49	4" Underdrain	275	lf	\$10.00	\$2,750
50	Trench Drain (4"wide with grate)	22	lf	\$135.00	\$2,970
51	Storm Manhole	1	ea	\$4,800.00	\$4,800
52	Frame and Cover	1	ea	\$650.00	\$650
53	12" HDPE Corrugated Smooth Interior Pipe	60	lf	\$50.00	\$3,000
54 Lighting					
55	Conduit Trenching & Backfill	24	cy	\$145.00	\$3,480
56	Light Poles Concrete Bases	10	ea	\$1,950.00	\$19,500
57	LED Light Fixtures (Column)	4	ea	\$3,770.00	\$15,080
58	LED Light Fixtures 12'	6	ea	\$4,875.00	\$29,250
59	Edison String Lights (café lights)	400	lf	\$60.00	\$24,000
60	#12 Wire	300	lf	\$10.00	\$3,000
61	2" Rigid PVC Conduit	300	lf	\$19.00	\$5,700
62	90° Conduit Fittings	10	ea	\$8.50	\$85
63	Joint Conduit Fittings	30	ea	\$8.50	\$255
64	Inground Box, 20A GFCI Recpt. (Install included)	10	cy	\$800.00	\$8,000
65	Field Change payment (3.0%)	1	DC	\$21,250.00	\$21,250

66	Demobilization	1	Is	\$2,000.00	\$2,000
	Subtotal				\$767,762
68	2025-26 Construction Escalation (5%)				\$38,388
69	Contingency (20%)				\$153,552
70	Final Design & Specifications				\$35,000
71	Subtotal-soft costs & contingencies				\$226,940
	Total				\$994,702



DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS

4873 NYS Route 5, Vernon, NY 13476
 TEL: (316) 963-4200 FAX: (315) 963-4202
 www.deltaengineers.com mail@deltaengineers.com

Project: City Green Improvements					2019.166.002
Cost Estimate - Preliminary Plans 60%					7/11/2024
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1	General & Removals				
2	Mobilization & WZTC (4%)	1	ls		\$46,925
3	Freight Deliveries	1	ls	\$5,000.00	\$5,000
4	Survey Stakeout	1	ls	\$4,000.00	\$4,000
5	Erosion Control	1	ls	\$3,000.00	\$3,000
6	Sawcut Paving	160	lf	\$12.40	\$1,984
7	Site Work				
8	Tree removals - 6-12" cal.-Stumps Grubbed	5	ea	\$650.00	\$3,250
9	Unclassified Excavation & disposal - Sod	256	cy	\$58.00	\$14,848
10	Unclassified Excavation & disposal - Curbs, plant beds, etc.)	138	cy	\$60.00	\$8,280
11	Unclassified Excavation & disposal - Paving/Concrete.	130	cy	\$60.00	\$7,822
12	Curb Removals	65	lf	\$60.00	\$3,900
13	Brick Paver Plaza	3,750	sf	\$32.00	\$120,000
14	Brick banding at walkways	1,850	sf	\$32.00	\$59,200
15	Brick Pavers Under Swings	500	sf	\$32.00	\$16,000
16	5" Standard Duty Concrete Walkways	55.556	cy	\$1,030.00	\$57,222
17	ROME Large Letters 72" Tall & Concrete Footing	1	LS	\$41,000.00	\$41,000
18	Concrete Art Installation pads	2	LS	\$2,000.00	\$4,000
19	Stone Blocks	5	ea	\$1,300.00	\$6,500
20	Subbase prep for Stone Blocks	30	CY	\$99.00	\$2,970
21	Grade Beam Below Seat walls	18 889	cy	\$1,030.00	\$19,456
22	Precast Seat Walls	340	lf	\$125.00	\$42,500
23	Granite Curb	65	lf	\$120.00	\$7,800
24	Cast in Place Curb Curb	575	lf	\$60.00	\$34,500
25	Concrete Sidewalk/Ramps W/ Det. Warnings	5	ea	\$1,250.00	\$6,250
26	Det. Warnings	5	ea	\$500.00	\$2,500
27	Site Furnishings				
28	Trash Receptacles	3	ea	\$1,650.00	\$4,950
29	Bicycle Racks	8	ea	\$1,350.00	\$10,800
30	Movable Chair	48	ea	\$750.00	\$36,000
31	Movable Table	12	ea	\$1,100.00	\$13,200
32	Umbrella	12	ea	\$400.00	\$4,800
33	Ornamental Wall mounted bench	12	ea	\$2,240.00	\$26,880
34	Ornamental Swing, delivered & Installed	5	ea	\$9,660.00	\$48,300
35	Landscaping				
36	Shrubs	85	ea	\$135.00	\$11,475
37	Shade Trees	24	ea	\$1,250.00	\$30,000
38	Perennial Plantings	225	ea	\$65.00	\$14,625
39	Planting soil	220	cy	\$120.00	\$26,400
40	Mulch	45	cy	\$99.00	\$4,455
41	Turf Establishment-Seed and Mulch	1600	sy	\$29.25	\$46,800
42	Turf Establishment-Topsoil	266.67	cy	\$90.00	\$24,000
43	Drainage				
44	4" Underdrain	275	lf	\$10.00	\$2,750
45	Reset Frame and Cover	11	ea	\$1,118.90	\$12,286
46	8" HDPE Corrugated Smooth Interior Pipe	1000	lf	\$75.00	\$75,000
47	12" Drainage Basin	12	EA	\$2,400.00	\$28,800
48	Lighting				
49	Conduit Trenching & Backfill	100	cy	\$145.00	\$14,500
50	LED Light Fixtures 12'	14	ea	\$4,875.00	\$68,250
51	Light Poles Concrete Bases	14	ea	\$1,950.00	\$27,300
52	LED Light Fixtures (Column)	16	ea	\$3,770.00	\$60,320
53	Light Poles Concrete Bases	16	ea	\$1,950.00	\$31,200
54	Edison String Lights (café lights)	350	lf	\$60.00	\$21,000
55	#12 Wire	300	lf	\$10.00	\$3,000
56	2" Rigid PVC Conduit	300	lf	\$19.00	\$5,700
57	90° Conduit Fittings	10	ea	\$8.50	\$85
58	Joint Conduit Fittings	30	ea	\$8.50	\$255
59	Inground Box, 20A GFCI Recept. (Install included)	13	cy	\$800.00	\$10,400
60	Field Change payment (3.0%)	1	DC	\$35,621.00	\$35,621
61	Demobilization	1	ls	\$2,000.00	\$2,000
	Subtotal				\$1,220,059
62	2025-26 Construction Escalation (5%)				\$61,003
63	Contingency (20%)				\$244,012
64	Final Design & Specifications				\$150,000
65	Subtotal-soft costs & contingencies				\$455,015
	Total				\$1,675,074

Capital Improvement Grants for Pro-Housing Communities Program **Funding Available: Up to \$40 million**

PROGRAM DESCRIPTION:

The Capital Improvement Grants for Pro-Housing Communities Program has up to \$40 million of capital grant funding made available from the Empire State Development (ESD) Grant Funds program to support capital improvement and placemaking projects located within pro-housing certified communities. The program is designed to directly support local participation in Governor Hochul's Pro-Housing Communities Program* to invest in and create more vibrant communities throughout NYS. While projects through the ESD Grant Funds program are typically considered for awards of up to twenty percent of the financing for projects, projects applying to the Capital Improvement Grants for Pro-Housing Communities program will be considered for up to fifty percent of the eligible total project cost with a cap of \$3 million per project.

Capital improvement grants for projects within pro-housing communities are intended to foster economic development not only by being a catalyst to the increase in availability and access to housing, but also by stimulating community development and neighborhood growth through placemaking projects and the elimination and redevelopment of blighted structures. The focus of the program will be to incentivize capital investments within pro-housing communities to support infrastructure improvements, blight removal, and placemaking investments to create thriving and sustainable communities. While the pro-housing communities program only applies to cities, towns, and villages, this capital improvement grants program is also open to counties and not-for-profits to apply for funding as long as the project itself is located within a pro-housing community.

Grant funding will be allocated among the ten regions, each represented by a Regional Council. Funding decisions will be based on each Regional Council's strategic plan and subsequent progress reports that set out a comprehensive vision for economic development and specific strategies to implement that vision, coupled with New York State's economic growth priorities. Funding will be granted to projects which are identified as significant, regionally supported and capable of stimulating economic investment, including those indicated as a priority by the Regional Councils. Funding will be awarded by the New York State Urban Development Corporation (d/b/a Empire State Development) at its discretion. Applications will be accepted through July 31st, 4PM 2024.

*The Pro-Housing Certified Communities Program was created to recognize and reward municipalities actively working to unlock their housing potential and encourage others to follow suit. Under the program, HCR will review and certify communities who successfully unlocked housing growth or committed to taking important steps to support housing, such as by streamlining permitting and adopting pro-housing policies, and that have applied and submitted critical housing and zoning data to the state. Once certified, localities will then be eligible for the ESD Capital Improvement Grants for Pro-Housing Communities Program along with county applicants and not-for-profit organizations located within a pro-housing community.

ELIGIBLE TYPES OF APPLICANTS:

Eligible Applicants include:

- Cities, towns, and villages;
 - Cities, towns, and villages must be certified by HCR as a pro-housing community prior to submitting a Consolidated Funding Application (CFA) to the Capital Improvement Grants for Pro-Housing Communities Program OR
 - Must apply to HCR to become a certified pro-housing community by July 31st, 2024 and be approved for certification prior to award announcements in the Fall of 2024.
 - While HCR accepts letters of intent, a full application submittal to the HCR Pro-Housing Communities Program is required to be submitted to HCR by July 31st, 2024.

- No awards will be made to municipalities that are not a pro-housing certified community at the time of award
- Not-for-profit corporations** and counties whose projects are located within a certified pro-housing community.
 - While the pro-housing communities program does not apply to not-for-profits and county applicants, projects will be considered for funding if the applicant's proposed project is located within a community that is either already certified by HCR as a pro-housing community or the community that the project is located in submits their application to become a pro-housing certified community to HCR by July 31st, 2024 and the community is approved for certification prior to award announcements in the Fall of 2024.

**If awarded funding, prior to ESD Directors' approval and execution of a contract with ESD, a not-for-profit corporation must be registered and up to date with filings with the New York State Office of the Attorney General's Charities Bureau and the New York State Office of the State Comptroller's VendRep System and must be prequalified in the New York State Financial System (SFS).

FUNDING AVAILABLE:

- Up to \$40,000,000 will be made available;
- The Minimum award is \$100,000; and
- The Maximum award is \$3,000,000

MATCH & EQUITY REQUIREMENTS:

Applicants will not be considered for more than fifty percent of the financing for any project based on the eligible total project cost. For example, a \$1,000,000 investment could receive up to a \$500,000 grant from Empire State Development (ESD). While projects may be eligible for up to a certain percentage of funding, the likelihood of an award increases based on the strength of the project, economic benefits of the project in relation to similar projects and leveraging other sources vs. ESD assistance.

ESD requires that the Applicant contribute a minimum of ten percent (10%) of the total project cost in the form of equity contributed after the Applicant's acceptance of ESD's incentive proposal. Equity is defined as cash injected into the project by the Applicant or by investors and should be auditable through the Applicant's financial statements or accounts, if requested by ESD. Equity cannot be borrowed money secured by the assets in the project or grants from a government source.

ELIGIBLE PROJECT REQUIREMENTS & PROGRAM PRIORITIES:

Projects will generally fall into one of the two categories below. The more a project exceeds the parameters of the categories below, the more favorably it will be looked upon. Prioritization will be given to projects that will lead to the increase of available housing units resulting from the project; however capital projects will be considered for funding so long as there is an anticipated increase in economic development as a result of the project. Preference will be given to projects that leverage other investments occurring in the community such as Downtown Revitalization Initiative (DRI) investments, Restore investments, etc. versus standalone projects within a community. Preference will also be given to projects located in economically distressed communities as defined in the ESD Grants Program Guidelines.

Awards are offered as an incentive to undertake a project. The amount of an award from ESD is based on a number of additional factors including, but not limited to, the project's alignment with the state and regional priorities, direct and indirect fiscal benefit to the state and local governments, overall economic activity, community development and private investment. Regional distribution will be considered to the extent possible. While projects may be eligible for up to fifty percent of the

eligible total project cost, the likelihood of an award increases based on the strength of the project, economic benefits of the project in relation to similar projects and leveraging other sources vs. ESD assistance.

Municipal Applicants Only: Municipal support facilities which are not intended for public use such as municipal buildings for employees, city hall, emergency service buildings, etc. will not be considered for funding. Municipal applicants must own the site for where the project is occurring and will be required to incur the costs of the project to be eligible for reimbursement. In the event that the program is overprescribed with projects that may be awarded funding, municipal applicants will be limited to one award per municipality.

Infrastructure and Blight Removal Projects

Capital projects with a justified economic benefit will be considered for funding with the intent to award smaller-scale infrastructure projects. Eligible projects include but are not limited to:

- New or reconstruction of infrastructure including but not limited to water, sewer, or other utilities that will support development projects with a justified economic benefit;
- Site development and preparation including but not limited to blight removal, demolition, and environmental remediation; and
- Construction, expansion, and/or rehabilitation of facilities or space leading to an increase in economic development;
- Other capital projects that will result in a justified economic benefit as determined and considered by ESD. Applicants are encouraged to reach out to their ESD Regional Office to discuss their project prior to submitting an application.

Project examples include but are not limited to infrastructure improvements within a downtown that will lead to additional mixed-use housing, water and/or sewer infrastructure that will increase capacity to support business expansions, transit orient development improvements within a downtown, demolition of an existing facility and infrastructure improvements within a downtown to support additional development, etc.

Placemaking Projects

In order to attract a talented workforce and grow business, a community environment must emphasize creating accessible job centers, sustainable infrastructure and vibrant, livable communities as it is through these placemaking efforts that communities can attract the workforce for the additional housing that pro-certified communities are focused on achieving.

Placemaking projects will be reviewed, and awards will be considered based on the anticipated economic benefit and community impact resulting from the project including but not limited to direct and indirect economic impacts, a demonstrated need for the project being proposed, ancillary economic impacts to the surrounding businesses, community support for the project and any additional economic benefits that will occur as a result of the project.

Awards are intended to support places where people gather to increase economic impact within the area of the project versus projects that will only support the applicant itself who is applying. An example includes a new market concept located in an economically distressed downtown to provide opportunities for pop-up businesses, programming, and events. Another example includes an expansion of an event center located in a downtown which would lead to an increase in economic activity within the surrounding area of the event center itself; thus, resulting in greater ancillary economic impacts to the area aside from just the event center itself.

Applicants should clearly and concisely describe how the proposed project will serve their local community as well as community support for the project. A project that is located in a downtown

area will be looked upon more favorably than a project not located in a downtown area and encouraging sprawl development. Given all projects will occur within pro-housing certified communities, placemaking projects should support creating diverse and engaged communities that will be supported by the additional housing commitments by the respective municipality the project is located in. Additional examples of placemaking projects include but are not limited to cultural institutions, places of gathering, waterfront redevelopment, community space, etc.

ELIGIBLE PROJECT COSTS AND ACTIVITIES:

- Acquisition of land, buildings, machinery and/or equipment;
- Demolition and environmental remediation;
- New construction, renovation or leasehold improvements;
- Acquisition of furniture and fixtures;
- Commercial portion of mixed use project development;
- Soft costs of up to twenty-five percent (25%) of total project costs; and
- Other costs / expenditures deemed eligible by ESD.

INELIGIBLE PROJECT COSTS AND ACTIVITIES:

The following types of expenses are not eligible for reimbursement by grant funds and should not be included in the project budget:

- Developer fees;
- Training;
- Residential development only projects, although program funds may be used for the commercial component of a mixed-use project or infrastructure leading to residential use if there's a commercial component to the project;
- Medical / hospital development projects although medical research facility projects will be considered for funding;
- Retail development projects;
- Block grant projects or revolving loan funds;
- Home based service provider projects;
- Overhead and indirect costs associated with the day to day operations of the eligible entity, including but not limited to:
 - Salaries and wages;
 - Fringe benefits;
 - Rent/lease costs;
 - Website maintenance;
 - App maintenance;
 - Communication;
- In-kind costs;
- Marketing or advertising media costs;
- Events;
- Costs associated with completing an application;
- Costs incurred prior to the submission and award of a grant, actual or anticipated; and
- Other costs / expenditures deemed ineligible by ESD.

APPLICANT REQUIREMENTS:

Applicants are strongly encouraged to reach out to their ESD Regional Office to discuss their project prior to submitting an application.

For cities, towns, and villages, the municipality must be certified by HCR as a pro-housing community prior to submitting a CFA to the Capital Improvement Grants for Pro-Housing Communities Program or must apply to HCR to become a pro-housing community by July 31st,

2024 and approved for certification prior to award announcements. No awards will be made to municipalities that are not a pro-housing certified community at the time of award.

While the pro-housing communities program does not apply to not-for-profits and counties, projects sponsored by not-for-profits and counties will be considered for funding if the applicant's proposed project is located within a community that is either already certified by HCR as a pro-housing community or the community that the project is located in submits their application to HCR by July 31st, 2024 and is approved for certification prior to award announcements.

Applicants must complete and submit a Consolidated Funding Application (CFA) for review by ESD and the Regional Council for the region in which the proposed project is located.

Applicants applying for funding should clearly describe the scope and budget for the "project" for which funds are being requested. For example, an Applicant may be planning a larger project that would include multiple phases, such as in the case of a major infrastructure project or redevelopment of a specific geographic area. However, the "project" for which funds are being requested via the CFA might consist of only one phase of the larger project. In such situations, the request for funding should be specific to the phase, NOT the overall multi-phase project.

The project cannot begin, and expenses cannot not be incurred, before funding awards have been announced. Expenses incurred prior to submission of a CFA should not be included in CFA project budgets, nor should expenses that will be incurred after submission of a CFA but prior to an award announcement.

The Applicant must always disclose whether it is pursuing or intends to pursue multiple ESD funding sources, including grants, loans and tax incentives. Applicants should apply for the necessary amount of funding needed to incentivize the project to occur and request the amount of funding needed to complete their project vs. the maximum amount they may be eligible for.

A strong emphasis will be placed on project readiness along with the applicant having the capacity to complete the project if awarded. Applicants seeking funding for a project are strongly encouraged to reach out to the ESD Regional Office for where their project is located to discuss the project prior to applying.

SELECTION CRITERIA:

In addition to the criteria noted below, ESD shall have the discretion to consider additional factors in determining the relative merits of projects.

Vision and Regional Economic Development Strategies:

- The overall economic impact that the project identified in the application will have on a region, including, but not limited to, the amount of capital investment and the level of increased economic activity from the proposed capital investment;
- The economic and community benefit to the viability of the area in which the project is located in;
- The economic and community impacts that will result from the project;
- For projects that will lead to the creation of additional housing units, the number and type of anticipated units that will be created;
- For blight removal projects, the current condition of the structure(s), location of the structure(s) and the reuse plan for the property/site;
- The likelihood that the project identified in the application would be located outside of New York State or would not occur in New York State but for the availability of state or local incentives.

Public/Stakeholders:

- Whether the project has demonstrated support from local government and private sector leaders in the locality and the region where the project will be located;
- Whether the project will have a significant regional impact or is likely to increase the subject community's economic and social viability and vitality; and
- The degree of economic distress in the area where the Applicant will locate the project identified in its application, including downtown revitalization and brownfield areas.

Implementation:

- The degree of project readiness and likelihood of completion, including, where applicable for real estate development projects, if there are identified tenants for a completed project; and
- The degree of the Applicant's financial viability and strength of financials/operating history/ESD credit score.

Leveraged Resources:

- The amount of private financing leveraged; and
- The amount of public financing leveraged.

Performance Measures:

- The direct and ancillary benefits that will result from the project occurring;
- For downtown areas, whether or not the project concerns the preservation of the architectural character of a building or neighborhood;
- Whether, where applicable, there are identified tenants for a completed project;
- The degree to which the project supports the principals of smart growth, energy-efficiency (including but not limited to, the reduction of greenhouse gas and emissions and the Leadership in Energy and Environmental Design [LEED] green building rating system for the project identified in its application), and sustainable development; and
- The degree to which the project identified in the application supports New York State minority- and women-owned business enterprises.

AWARD CRITERIA DETAILS:

- Notice of a funding award will be given in the form of an incentive proposal outlining the terms of the proposed assistance. The award is subject to approval of the ESD Directors and compliance with applicable laws and regulations. Project funding may only be used for expenses incurred after the date that notice of the funding award is given. Applicants are strongly encouraged to review and countersign ESD's incentive proposal prior to starting the project.
- All Applicants will be requested to certify and agree that any decrease in the scope of work described in the Applicant's final CFA submission including, but not limited to, total project costs, jobs retained, and jobs created, may result in ESD's reduction of the award, in ESD's sole discretion, in an amount proportionate to any such decrease.
- All Applicants will be requested to certify and agree that any expansion of the scope of work described in the Applicant's final CFA submission including, but not limited to, total project costs, jobs retained, and jobs created, will not result in the increase of the award by ESD.
- The awarded grants are transferable at the sole discretion of ESD.

- The essential terms for the disbursement of assistance are included in the incentive proposal. Although funding is offered prior to project commencement as an inducement to undertake the project, funds are disbursed in arrears, as reimbursement for eligible project expenditures.
- Grant funds will be subject to pro rata recapture if property is sold within 5 years of disbursement of funds.
- It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project. If awarded, the Incentive Proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary and terminate the project at any point if the applicant fails to provide such documentation in a timely manner.
- Funding is typically disbursed upon project completion.
- Projects generally are presented to the ESD Directors once all project expenditures have been undertaken and disbursement of ESD assistance is sought.
- All required public approvals must be in place prior to the start of construction and approval by the ESD Directors, including State Environmental Quality Review (SEQR) and consultation with the State Historic Preservation Office, if applicable. Physical work on an ESD-funded project may not be started prior to the completion of any necessary environmental, historic and/or smart growth review.
- For projects with job creation and/or retention, job numbers will be verified using the employer's NY-45 and NY-45 ATT and/or payroll reports prior to disbursement of funds and annually thereafter through the required reporting period.
- In accordance with the requirements of Article 15-A of the New York State Executive Law: Participation By Minority Group Members and Women With Respect To State Contracts, projects awarded funding shall be reviewed by ESD's Office of Contractor and Supplier Diversity, which will set business and participation goals for minorities and women. Such goals shall typically be included in the incentive proposal.
- Please note that ESD's agency-wide MWBE utilization goal is 30%. Each project will be assigned an individual contract-specific goal, which may be higher or lower than 30%. Should an Applicant receive a funding award, the Applicant shall be required to use good faith efforts to achieve the prescribed MWBE goals assigned to this project. Applicants must maintain such records and take such actions necessary to demonstrate such compliance. Failure to achieve the specified MWBE goal may result in award reduction.
- In 2014, the Service-Disabled Veteran-Owned Business Act was signed into law. The new law created the Division of Service-Disabled Veterans' Business Development in Office of General Services to certify, promote and encourage economic development among disabled veterans throughout the state. Project Applicants are urged to work with Service-Disabled Veteran-Owned Businesses (SDVOBs) and a directory can be found at <https://ogs.ny.gov/Veterans>.

- In accordance with State law, after approval by the ESD Directors, a public hearing will be required if the project involves the acquisition, construction, reconstruction, rehabilitation, alteration or improvement of any property. ESD will schedule a public hearing in accordance with the New York State Urban Development Corporation Act ("UDC Act") and will take such further action as may be required by the UDC Act and other applicable law and regulations. The ESD Directors must reconsider the matter if any negative testimony is received at the public hearing. (Generally, this hearing occurs the month after the Directors' initial approval). Approval by the Public Authorities Control Board ("PACB"), New York State Comptroller ("OSC") and the New York State Attorney General ("AG") may then be required. Following approval by the ESD Directors and PACB, OSC and AG approval, if required, the documents for processing the grant award will be prepared by ESD. Notwithstanding the process outlined above, no project shall be funded if sufficient resources are not received by ESD for such project.
- A \$250 Application Fee, payable when funding is documented in an Incentive Proposal, and a one percent (1%) non-reimbursable commitment fee based on the grant amount awarded will be assessed to all awardees. The commitment fee will be due when the Applicant executes documents required for processing the award, after approval by the ESD Directors. The Applicant will be obligated to pay for out-of-pocket expenses incurred by ESD in connection with the project, including, but not limited to, expenses related to attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, public hearing expenses and other requirements deemed appropriate by ESD.
- Grant funds originally awarded to projects that have since been cancelled or terminated will be repurposed for economic development projects by ESD at its discretion in consultation with the REDCs.
- Projects having a hotel as a principal function will be required to demonstrate compliance with Section 2879-b of Public Authorities Law regarding labor peace if funding is awarded. Public Authorities Law Section 2879-b prohibits public authorities from providing financing for any project that includes, as one of the principal functions, a hotel with more than fifteen employees unless a labor peace agreement ("LPA") is entered into with a labor organization representing hotel or convention center employees in the State, for a period of at least five years. An LPA is an agreement between the project developer (or its contractors) and a labor organization prohibiting the labor organization and its members from engaging in labor activities that disrupt the hotel's operations.
- The distribution of government funds is subject to constitutional limitations under the First Amendment's Establishment and Free Exercise Clauses. Applications that implicate these Clauses may require additional information from the applicants and will be subject to legal review and approval by the agency before award. Applicants are encouraged, but not required, to anticipate and address factual and legal issues relevant to these Clauses in their application.

ADDITIONAL RESOURCES:

For more information, eligible Applicants should contact the local Empire State Development Regional Office. A complete list of the ESD Regional Offices can be found at <https://esd.ny.gov/regions>

RESOLUTION NO. 112

**ACCEPTING DONATION PRESENTED TO THE CITY OF ROME
TO BE USED FOR THE SUMMER MOVIE SERIES (\$2,500.00).**

By Councilor _____ :

WHEREAS, Oneida County has contacted the City of Rome with a donation of \$2,500.00 to be used for the Summer Movie Series; and

WHEREAS, the Rome City Charter states that the Common Council must authorize and accept donations 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 a donation of \$2,500.00 from Oneida County shall be gratefully accepted by the City of Rome to be used for the Summer Movie Series; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to Oneida County for the donation of \$2,500.00

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

RESOLUTION NO. 113

**ACCEPTING DONATION PRESENTED TO THE CITY OF ROME
TO BE USED FOR THE CHRISTMAS IN JULY MOVIE EVENT (\$500.00).**

By Councilor _____ :

WHEREAS, Utica Mack, Inc. has contacted the City of Rome with a donation of \$500.00 to be used for the Christmas in July Movie Event; and

WHEREAS, the Rome City Charter states that the Common Council must authorize and accept donations 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 a donation of \$500.00 from Utica Mack, Inc. shall be gratefully accepted by the City of Rome to be used for the Christmas in July Movie Event; and

BE IT FURTHER RESOLVED, that the Common Council hereby expresses its appreciation to Utica Mack, Inc. for the donation of \$500.00

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

RESOLUTION NO. 114

**AUTHORIZING THE MAYOR TO WAIVE A RIGHT OF WAY
USE PERMIT FEE FOR THE CAPITOL CIVIC CENTER.**

By Councilor _____ :

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, has recommended the Mayor waive a right of way use permit fee for an amount not to exceed \$100.00 to allow The Capitol Civic Center to stage a vehicle on City of Rome property to promote a fundraising raffle from July 11, 2024 to October 19, 2024; now, therefore,

BE IT RESOLVED, by the City of Rome Common Council, that Brian Adams, City of Rome Treasurer, shall and is hereby authorized to make such accounting entries as may be necessary to comply with any local, state or federal rule, regulation or law to authorize waiving a right of way use permit fee for The Capitol Civic Center for an amount not to exceed \$100.00; and

BE IT FURTHER RESOLVED, by the City of Rome Common Council that the City of Rome Treasurer is hereby authorized to take such other and further steps as are necessary to effectuate the intent of this Resolution and as may be required to comply with any applicable local, state or federal accounting rule, regulation, law or principle.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

JEFFREY M. LANIGAN
Mayor



JOSEPH G. GUILIANO
Commissioner of Public Works

DEPARTMENT OF PUBLIC WORKS
Office of the Commissioner
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7635 Fax: (315) 838-1167
www.romenewyork.com

RIGHT-OF-WAY PERMIT APPLICATION

Date July 1, 2024

Applicant Capitol Civic Center, Inc. _____

Address 220 W. Dominick Street----- Mailing Address if different: _____

Daytime Phone & Fax: 315-723-8844----- E-mail Address: smarren@quadlink.net

Property location, description and reason for use: Attached any drawings or additional information:

Location of requested placement: 220 W. Dominick Street, Rome NY 13440

Requested Duration of use: July 11, 2024 – October 19,

2024

TERMS AND CONDITIONS

- 1) The City of Rome does not relinquish the right to control the management of the City Right of Way, City Street or City Building and is entitled to enforce all necessary and proper rules for the management and operation or same.
- 2) Any use of the Right-of-Way will not be of a political nature, will not be false or misleading and will not be of an unlawful nature, pursuant to local, state and federal laws, rules, regulations and ordinances
- 3) If the City Right of Way, City Street or City Building, or any portion thereof, shall be damaged by the act, default or negligence of the applicant or of the applicant's agents and employees, the applicant shall pay to the City such sum necessary to restore the property to its previous condition.
- 4) The City is to be exempt from any and all liability for any damage, injury or death to person or property of the applicant, including the applicant's agents and employees.
- 5) The applicant shall indemnify and hold the City harmless from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the use of the City Right of Way, City street or City Building by applicant and its agents and employees
- 6) The Right-of-Way shall be properly maintained and in good repair, and shall be kept in a safe condition at all times so as not to pose a danger to pedestrian or vehicular traffic Upon review of this application, the applicant will receive from the Commissioner of Public Works either a valid Right-of-Way Permit or a notice that the permit has been denied
- 7) The City has the exclusive right to revoke any permit issued by providing forty-eight (48) hour written notice, and an opportunity to be heard if the City determines that a violation of any of these conditions has taken place

Applicant's signature and date)

Stephen P. Merren 7/1/24

Print or Type the applicant's name

STEPHEN P. MERREN



CAPICV-01

SHOOK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Scalzo, Zogby, & Wittig, Inc. 120 Lomond Ct Utica, NY 13502	CONTACT NAME: PHONE (A/C, No, Ext): (315) 792-0000		FAX (A/C, No): (315) 792-4637
	E-MAIL ADDRESS: info@szwinsurance.com		
INSURED Capitol Civic Center Inc 220 W. Dominick Street Rome, NY 13440	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : United Frontier Mutual Insurance Company		
	INSURER B : Utica National Ins Co of Texas		43478
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		UFM 10-2023-876	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			5629453	2/27/2024	2/27/2025	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Vehicle raffle
The City of Rome is an additional insured on the above general liability policy as required by written agreement.

CERTIFICATE HOLDER The City of Rome 198 North Washington St. Rome, NY 13440	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

RESOLUTION NO. 115

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
APPROVING PILOT TERMS AND ALLOCATING PILOT PAYMENTS
WITH NY USLE ROME ROME-ORISKANY, LLC.**

By Councilor _____:

WHEREAS, Section 487(2) of the New York State Real Property Tax Law (RPTL), provides in part that “real property which includes a solar energy system... shall be exempt from taxation to the extent of any increase in the value thereof by reason of the inclusion of such solar energy system... for a period of fifteen (15) years...”; and

WHEREAS, Real Property Tax Law Section 487(8), states that a county, city, town or village may by local law provide that no exemption be applicable within its jurisdiction with respect to any solar energy system which began construction subsequent to January 1, 1991 or the effective date of such local law, ordinance or resolution, whichever is later; and

WHEREAS, Real Property Tax Law Section 487(9)(a) states that “[a] county, city, town, village or school district ... that has not acted to remove the exemption under this section may require the owner of a property which includes a solar energy system ... to enter into a contract for payments in lieu of taxes (PILOT)” and that “such contract may require annual payments in an amount not to exceed the amounts which would otherwise be payable but for the exemption...”; and

WHEREAS, Local Law No. 1 of 2018 amended Chapter 66, entitled “Taxation”, of the Rome Code of Ordinances, to establish a payment in lieu of taxes (PILOT) schedule for solar energy systems; and

WHEREAS, for the above reasons it is in the best interests of the City of Rome and NY USLE Rome Rome-Oriskany, LLC to enter into a Payment in Lieu of Taxes Agreement; and

WHEREAS, the essential terms of the PILOT agreement that NY USLE Rome Rome-Oriskany, LLC will enter into can be found in the attached Agreement, which said terms are generally acceptable to the City of Rome; now, therefore

BE IT RESOLVED, by the City of Rome Common Council that the Mayor of the City of Rome is hereby authorized to execute a Payment in Lieu of Taxes Agreement, in a form substantially similar to the agreement attached hereto, with NY USLE Rome Rome-Oriskany, LLC.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

SOLAR PILOT ON INCREASE OF ASSESSMENT
6948 Oriskany Rd. (REAR) - 259.001-0003-048.001-1

Total Assessment: **\$1,153,383** Calculation to MW AC 3.5 Total Kilowatts 3,500

Total Land Assessment: **\$0**

Increase of Assessment due to Solar Panels **\$1,153,383**

Year	Payments	Taxable Assessment	Payment Amount	Payment Due Date
Year 1 - 2025	25%	\$288,346	\$3,838	1/1/2025
Year 2 - 2026	25%	\$288,346	\$3,838	1/1/2026
Year 3 - 2027	25%	\$288,346	\$3,838	1/1/2027
Year 4 - 2028	25%	\$288,346	\$3,838	1/1/2028
Year 5 - 2029	25%	\$288,346	\$3,838	1/1/2029
Year 6 - 2030	50%	\$576,692	\$7,676	1/1/2030
Year 7 - 2031	50%	\$576,692	\$7,676	1/1/2031
Year 8 - 2032	50%	\$576,692	\$7,676	1/1/2032
Year 9 - 2033	50%	\$576,692	\$7,676	1/1/2033
Year 10 - 2034	50%	\$576,692	\$7,676	1/1/2034
Year 11 - 2035	75%	\$865,037	\$11,514	1/1/2035
Year 12 - 2036	75%	\$865,037	\$11,514	1/1/2036
Year 13 - 2037	75%	\$865,037	\$11,514	1/1/2037
Year 14 - 2038	75%	\$865,037	\$11,514	1/1/2038
Year 15 - 2039	75%	\$865,037	\$11,514	1/1/2039
Totals			\$115,136	

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

between

CITY OF ROME, NEW YORK

and

NY USLE ROME ROME-ORISKANY LLC (“OWNER”)

Dated as of _____, 2024

RELATING TO THE PREMISES
LOCATED AT:

6948 ROME-ORISKANY RD (REAR)
TAX MAP NO. 259.001-003-048.001-1
CITY OF ROME
COUNTY OF ONEIDA
STATE OF NEW YORK

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between NY USLE ROME ROME-ORISKANY, LLC (the “Owner”), a New York Limited Liability Company, with a principal place of business located at 8 911 Central Avenue, #101, Albany, NY 12206 and The City of Rome, New York, (the “City”), a municipal corporation duly established in Oneida County with a principal place of business located at 198 North Washington Street, Rome, New York. The City is herein referred to as the “Taxing Jurisdiction.” Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the “Parties” and are individually referred to as a “Party.”

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (herein the “Project”) with an expected nameplate capacity (“Capacity”) of approximately 3.5 Megawatts on a parcel of land located within the City at 6948 Rome-Oriskany Road (Rear) and identified as Tax Map No. 259.001-003-048.001-1, as further described in Exhibit A attached hereto (herein the “Property”); and

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487 pursuant to RPTL Section 487(8)(a); and

WHEREAS, pursuant to RPTL Section 487(9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes (“PILOT”) Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement in lieu of the payment of real property taxes levied by and payable to the Taxing Jurisdiction; and

WHEREAS, the Owner has submitted to the assessor of the City a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, on _____, Owner received a Notice of Change of Assessment assessing the Property at \$1, 101,615.00 (the “Assessment”);

WHEREAS, the mill rate for the Taxing Jurisdiction in the tax year 2025 is 13.3131 per One Thousand Dollars (\$1,000.00) or 0.0133138 (the “Mill Rate”);

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will maintain 100% exemption on the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter

contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. Representations of the Parties

1. The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

a. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

b. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

c. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Articles of Organization, Operating Agreement or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound.

d. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

a. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

b. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement and this Agreement constitutes the Taxing

Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

c. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as have been or will be duly obtained or made, all in accordance with applicable law.

d. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

II. Tax Exemption; Payment in Lieu of Real Property Taxes

1. Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487, the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP 487) was filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL 487(4).

2. Payment in Lieu of Real Property Taxes. Owner agrees to make Annual Payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; Annual Payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on January 1, 2025 (the "Commencement Date"), and shall end on December 31, 2039 (the "Term").

3. The Annual PILOT Payment from the first (1st) of the Commencement Date through and including the fifth (5th) tax year from the Commencement Date shall be twenty-five percent (25%) of the amount of City taxes that would otherwise be payable based upon the Assessment, but for the exemption, due to the increase of assessed value attributable to the improvement. The Annual PILOT Payment from the sixth (6th) tax year through and including the tenth (10th) tax year shall be fifty percent (50%) of the amount of City taxes that would otherwise be payable based upon the Assessment, but for the exemption, due to the increase of assessed value attributable to the improvement. The Annual PILOT Payment from the eleventh (11th) tax year through and including the fifteenth (15th) tax year shall be 75% of the amount of City taxes that would otherwise be payable based upon the Assessment, but for the exemption, due to the increase of assessed value attributable to the Project. *See Exhibit B.*

4. Based on the Capacity of 3.5 Megawatts, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B attached hereto. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section IV of this Agreement entitled "Payment Collection"; and the Annual Payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure of the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

III. Change in Capacity After Mechanical Completion: Adjustments to Payments

If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

IV. Payment Collection

1. Payments for the City shall be made payable to the City of Rome, New York, and mailed to the City of Rome, c/o the Treasurer's Office, located at 198 North Washington Street, Rome, New York 13440, and are due no later than January 1st of each year.

2. All payments received after January 15th of each year shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

3. If the Annual Payment is not paid when due, and upon failure to cure within thirty (30) days of written notice of such failure from the Taxing Jurisdiction (subject to any Financing Party Cure Rights), the Taxing Jurisdiction may cancel this Agreement with prior notice to the Owner, and the Project shall thereafter be subject to taxation at its full assessed value and the Decommissioning Plan shall be implemented.

4. Notwithstanding the foregoing, the Taxing Jurisdiction acknowledges that Owner intends to or has financed the Project by one or more individuals, entities, financial institutions, leasing companies, or lenders (individually, a "Financing Party" and collectively, the "Financing Parties") providing funds or extending credit to Owner for the purpose of developing, constructing, owning, operating, maintaining, repairing, decommissioning or removing the Project. Taxing Jurisdiction agrees not to accept a Cessation of Activity, voluntary surrender or termination of this Agreement while a Financing Party has a lien on the leasehold estate of the Property without first providing notice and an opportunity to cure to the Financing Party pursuant to Article IV of this Agreement. Taxing Jurisdiction shall send by personal delivery or by certified or registered mail or overnight courier service to such Financing Party a copy of each notice of default at the same time as and whenever any such notice of default shall thereafter be given by the Taxing Jurisdiction to Owner, addressed to such Financing Party at the address last furnished to Taxing Jurisdiction. No notice of default by the Taxing Jurisdiction shall be deemed to have been given unless and until a copy thereof shall have been so given to such Financing Party. Owner irrevocably directs that the Taxing Jurisdiction accept, and the Taxing Jurisdiction agrees to accept, performance and compliance by any such Financing Party of and with any term, covenant or condition on Owner's part to be kept, observed or performed under this Agreement with the same force and effect as though kept, observed or performed by Owner. The Financing Party shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, but not the obligation to so remedy, as is given to Owner, plus the following additional time periods: (i)

thirty (30) days in the event of a monetary default; and (ii) one hundred twenty (120) days in the event of a non-monetary default. The foregoing shall be referred to as the "Financing Party Cure Rights."

V. Tax Status. Separate Tax Lot

1. The Taxing Jurisdiction agrees that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project.
2. The assessor of the Tax Jurisdiction shall create a separate tax lot for the Project and assess the Project separately from the underlying land.
3. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to New York Real Property Tax Law.

VI. Decommissioning Plan; Abandonment; Restoration; Dismantling; Security

1. The Parties shall execute a Decommissioning Agreement concurrently herewith, said Agreement shall be attached hereto and incorporated herein as Exhibit D.
2. The Decommissioning Plan may be implemented upon Abandonment, Cessation of Activity or an uncured default of the Annual Payment in accordance with this Article VI.
3. *The total costs associated with decommissioning shall be adjusted at a 2.5% inflation rate at the end of the fifteen-year period.*
4. The Owner must provide evidence that the Decommissioning Plan was recorded with the Register of Deeds within thirty (30) days following the execution of this Agreement.
5. The Decommissioning Plan must be completed within one hundred and eighty (180) days of notification by the Taxing Jurisdiction.
6. Upon Cessation of Activity of the Project for a period of one (1) year, or (subject to any Financing Party Cure Rights) after a thirty (30) day default of the Annual Payment and failure to cure same, the Taxing Jurisdiction may notify the Owner to implement the Decommissioning Plan. Within 180 days of notice being served, the Owner can either restore operation equal to 80% of approved capacity or implement the Decommissioning Plan.
7. If the Owner fails to fully implement the Decommissioning Plan within the one hundred and eighty (180) day time period, the Taxing Jurisdiction may, at its discretion, provide for the

restoration of the site in accordance with the Decommissioning Plan and may recover all expenses incurred for such activities from the defaulted owner.

VII. Assignments; Binding Effect

1. **Assignment**: This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld, conditioned, or delayed if the assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner.

a. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such Assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such Assignment.

b. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors.

c. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for or related to the Project, and has agreed in writing to accept all payment obligations of the Owner.

2. **Binding Effect**. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

VIII. Statement of Good Faith

The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

IX. Additional Documentation and Actions

Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement.

X. Notices

All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified

mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner: NY USLE, Rome Rome-Oriskany LLC
911 Central Avenue, #101, Albany, NY 12206
jeffrey.barnett@nextenergycapital.com
felice.basile@nextenergycapital.com

With a copy to: US.commercial@wise-energy.com and
finance_us@wise-energy.eu

If to the Taxing Jurisdiction: City of Rome
Treasurer's Office
Attn: Jennifer Gleasman
198 North Washington Street
Rome, New York 13440

With a copy to: City of Rome
Office of the Assessor
Attn: Joseph Surace
198 North Washington Street
Rome, New York 13440

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

XI. Applicable Law

This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

XII. Termination Rights of the Owner

Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

XIII. Termination Rights of Taxing Jurisdiction

Subject to the Financing Party Cure Rights, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

1. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the thirty (30) day notice period with interest as stated in this Agreement.
2. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

XIV. Remedies; Waiver and Notice

1. No Remedy Exclusive. No remedy herein conferred upon or reserved to a Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.
2. Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.
3. No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

XV. Entire Agreement

The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

XVI. Amendments

This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

XVII. No Third-Party Beneficiaries

The Parties state that there are no third-party beneficiaries to this Agreement.

XVIII. Severability

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion

of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

XIX. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

Date: _____, 2024

NY USLE, ROME ROME-ORISKANY LLC

By: _____

Name _____

Title _____

TAXING JURISDICTION:
CITY OF ROME, NEW YORK

Date: _____, 2024

Jeffrey Lanigan

STATE OF _____)
COUNTY OF _____) ss.:

On the ____ day of _____, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, and did depose and say that s/he is the _____ of **NY USLE, Rome Rome-Oriskany LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public
Printed Name: _____
My Commission Expires:

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

On the ____ day of _____, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jeffrey Lanigan, Mayor**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public
Printed Name: _____
My Commission Expires:

RESOLUTION NO. 116

AUTHORIZING AN AMENDMENT TO AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM RELATIVE TO CLEANING SERVICES AT THE ROME CITY COURT FACILITY.

By Councilor _____:

WHEREAS, the Common Council of the City of Rome, pursuant to Resolution No. 103 adopted August 9, 2023, authorized the Mayor to enter into an agreement with the New York State Unified Court System, whereby the City will be the recipient of funding relative to cleaning services and minor repairs provided at the Rome City Court facility for a term effective from April 1, 2023 until March 31, 2028; and

WHEREAS, it has been recommended by Joseph Guiliano, Commissioner of the Department of Public Works that an amendment be made to the above-referenced Resolution to reflect a decrease in the amount provided by New York State, pursuant to the terms defined in the attached agreement, which is made part of this Resolution; now, therefore,

BE IT RESOLVED, that Resolution No. 103, adopted on August 9, 2024 by the Common Council of the City of Rome, be and is hereby amended to reflect the revised amount set forth in the attached agreement, which is made part of this Resolution.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____



STATE OF NEW YORK
UNIFIED COURT SYSTEM
FIFTH JUDICIAL DISTRICT

DISTRICT ADMINISTRATIVE OFFICE
600 S. STATE STREET, 3RD FLOOR
SYRACUSE, NEW YORK 13202
(315) 671-2111
FAX: (315) 671-1175

JOSEPH A. ZAYAS
Chief Administrative Judge

NORMAN ST. GEORGE
First Deputy Chief Administrative Judge

JAMES P. MURPHY
Deputy Chief Administrative Judge
Courts Outside New York City

DEBORAH H. KARALUNAS
Justice of Supreme Court
Fifth Judicial District
Administrative Judge

DONALD C. DOERR, ESQ.
District Executive

JOELLE M. DOUGHERTY
Deputy District Executive

June 24, 2024

Hon. Jeffrey Lanigan
Mayor, City of Rome
198 North Washington Street
Rome, NY 13440

**Re: Agreement between UCS and the City of Rome
For Court Cleaning and Minor Repairs (Contract No. C300531)
Annual Renewal Letter and Budget (Appendix B) for SFY 2024-2025**

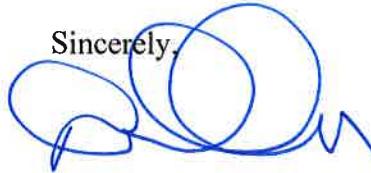
Dear Mayor Lanigan:

Please be advised that pursuant to Section I of the existing contract between the Unified Court System and the City of Rome, we are hereby establishing a renewal period in the five-year term of this agreement. Said renewal period shall commence on April 1, 2024 and shall terminate on March 31, 2025. During this 2024-2025 renewal period, all terms and conditions of the above referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2024-2025 period shall be \$66,703. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2024-2025 period shall be 100% of that amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's. The signatures below shall confirm acceptance of this renewal by the City of Rome and by the UCS.

Accordingly, the original of this letter should be signed by an authorized representative of the City of Rome, and the corresponding acknowledgment page should be notarized. Two sets of the signed original letter together with the related documents should be returned to this office.

Thank you.

Sincerely,

Donald C. Doerr, Esq.
District Executive

Accepted for: City of Rome

Accepted for: Unified Court System

Jeffrey Lanigan
Mayor

Maureen McAlary
Director, Division of Financial Management

Dated:

Dated:

Attachments

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

On the ____ day of _____, 2024, personally came Jeffrey Lanigan,
to me known, who, being by me duly sworn, did depose and say that he/she resides in _____,
that he/she is the Mayor of the City of Rome, the municipality described in and which executed the above
instrument; and that he/she is authorized to execute the above instrument on behalf of said municipality.

NOTARY PUBLIC

1 Cleaning Costs:

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	3M's Property Maintenance	Janitorial	Justice	\$30,000	100%	\$30,000
2						
3						
4						
5						
6						
1(a) Subtotal:						\$30,000

1(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
7	N/A					
8						
9						
10						
11						
12						
1(b) Subtotal:						\$0

1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
LCS Janitorial Svc & Supply	Justice	1	\$1,000	100%	\$1,000
14					
15					
16					
17					
18					
1(c) Subtotal:					\$1,000
1(d) - Total Cleaning Costs (1a+1b+1c):					\$31,000

2 Trash Removal and Disposal
2(a) Trash Removal

Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19 CWSI	Justice	1	\$700	100%	\$700
20					
21					
22					
23					
2(a) Total:					\$700

2(b) Trash Disposal

Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
24 City of Rome	Justice	1	\$700	100%	\$700
25					
26					
27					
28					
2(b) Total:					\$700

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c)

\$1,400

3 HVAC Cleaning Costs
3(a) Duct Work Cleaning and Filter Changing By Service Contract

Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29 N/A					
30					
31					
32					
33					
34					
3(a) Subtotal:					\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total		Aid Eligible Percentage	Budget Request
				Personal Service Costs	Costs		
35	N/A						
36							
37							
38							
39							
40							
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
42					
43					
44					
45					
46					
3(c) Subtotal:					\$0

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d)

\$0

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: 4

\$32,400

5 Proposed "Tenant" Work

Use the following codes:

- a - Flooring and Carpeting
- b - Painting
- c - Interior Ceilings
- d - Bathrooms
- e - Fixtures
- f - Minor Renovation
- g - Other (Identify)

Work to be Performed:

Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47	ABF Paint & Carpet Program					\$20,000	100%	\$20,000
48								
49								
50								
51								
52								
53								
54								
55								
56								
57								
Total (5):								\$20,000

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**
(Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$52,400**

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring

- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

Code	Contractor	Work Performed	Type	Building	Contract		Aid Eligible Percentage	Budget Request
					Amounts for Budget Period	Request		
58	c Davis Mechanical	HVAC Maint/Rep		Justice	\$4,000		45%	\$1,800
59	b Elevatitt Inc	Elevator Maint/Repair		Justice	\$3,500		45%	\$1,575
60	g REM Fire Systems	Fire Extinguisher Svc		Justice	\$1,000		45%	\$450
61	e REM Fire Systems	Alarm Monitoring		Justice	\$400		45%	\$180
62	e REM Fire Systems	Alarm System Inspection		Justice	\$2,000		45%	\$900
63	f First Presbyterian	Snow Plowing/Parking		Justice	\$8,000		45%	\$3,600
64	g All Seasons	Floor Mat Rentals		Justice	\$3,000		45%	\$1,350
65								
66								
67								
68								
7(a) Subtotal:								\$9,855

7(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
70	1 Justice (MEO)	\$48,090	\$224	\$1,000	45%	\$450
71	1 Justice (Laborer)	\$44,117	\$303	\$1,000	45%	\$450
72						
73						
74						
75						
76						
7(b) Subtotal:						\$32,400

7(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
77 Gasoline	Justice	1	\$1,000	45%	\$450
78 Plantings/Mulch/Equipment	Justice	1	\$1,000	45%	\$450
79 Snow & Ice	Justice	1	\$2,000	45%	\$900
80 General Supplies	Justice	1	\$1,000	45%	\$450
81					
7(c) Subtotal:					\$2,250

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): **\$44,505**

8 Total - Building and Property Maintenance Costs: **\$44,505**

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) **\$11,126**

10 Total Proposed Direct Costs (Item 6 + Item 9): **\$63,526**

11 Overhead Costs (Item 10 x .05): **\$3,176**

12 Total Proposed Contract Amount (Item 10 + Item 11): **\$66,703**

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:	Joseph Guiliano
Title:	Commissioner of Public Works
Signature:	<i>Joseph Guiliano</i>
Date:	6-24-2024

County or City:	City of Rome
Address:	198 N. Washington St
	Rome NY 13440
Phone:	(315) 339-7632

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

Line No.	Explanation:

RESOLUTION NO. 117

AUTHORIZING AMENDMENT TO THE 2024 TREASURER’S BUDGET.

By Councilor _____ :

WHEREAS, Brian Adams, Treasurer for the City of Rome, has requested to amend the 2024 Treasurer’s Budget for an increase of \$250,000.00 for the emergency evaluation and demolition of the City owned building located at 233 W. Dominick St.; now, therefore

BE RESOLVED, that the Common Council of the City of Rome hereby authorizes an amendment to the 2024 Treasurer’s Budget, as follows:

Increase AG1325.421	Service Contracts & Repairs	\$250,000.00
Increase AG599	Appropriated Fund Balance	\$250,000.00 ;
And		

BE IT FURTHER RESOLVED, that the City of Rome Treasurer is directed to make such changes as may be necessary to effectuate the amendment authorized hereby and that same be consistent with the City’s policies and procedures, and any applicable law.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

ORDINANCE NO. 9736

AUTHORIZING THE PLACEMENT OF “NO PARKING” SIGNS ON THE EAST SIDE OF ROSER TERRACE FROM LYNWOOD DRIVE TO RIDGEWOOD DRIVE.

By Councilor _____:

WHEREAS, Riccardo Dursi, Sixth Ward Councilor for the City of Rome, New York, has requested the placement of “No Parking” signs on the east side of Roser Terrace from Lynwood Drive to Ridgewood Drive; and

WHEREAS, the Commissioner of the Public Works, following a review of the conditions along said streets and in consideration of the requests made by local residents, recommends the placement of “No Parking” signs on the east side of Roser Terrace from Lynwood Drive to Ridgewood Drive; and

WHEREAS, the placement of “No Parking” signs on the east side of Roser Terrace from Lynwood Drive to Ridgewood Drive, alleviates the safety and traffic concerns having been voiced by local residents; now, therefore

BE IT ORDAINED, that the placement of “No Parking” signs on the east side of Roser Terrace from Lynwood Drive to Ridgewood Drive, be and is hereby permitted.

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. 9736.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ORDINANCE NO. 9736

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____



ORDINANCE NO. 9737

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY
OWNED PARCEL LOCATED AT 508 ROBERTS STREET FOR \$35,000.00.**

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to a buyer, and obtain a written guarantee from the buyer that he/she will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 508 Roberts Street, Rome, New York, with Lauryn Ruzkowski, for the rehabilitation of said property located at 508 Roberts Street, Rome, New York, known as Tax Map No. 242.043-0001-042; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 508 Roberts Street, Rome, New York, known as Tax Map No. 242.043-0001-042, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

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. 9737.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ORDINANCE NO. 9737

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Memo

To: City of Rome Common Council

Date: July 15, 2024

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **rehabilitation** agreement with Lauryn Ruzkowski for 508 Roberts St., tax map ID #242.043-0001-042, per the recommendation of the Real Property Committee. The purchase offer is \$35,000 and the rehabilitation period is 12 months.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **rehabilitation** agreement with Lauryn Ruzkowski to rehabilitate a parcel located at 508 Roberts St. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

Attached is a copy of the, proposal, punch list, tax map and current assessment information. Please feel free to call me directly at 315-339-7637 with any additional information you may require.

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



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Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	508 Roberts Street
Tax Map Number	242.043-0001-042
Parcel Description	H&L 33 x 103
Parcel Zoning	C-1
Ward Councilor	J. Mortise
Date of City Ownership	6/29/2023
DUE DILIGENCE CATEGORY	STATUS
Project Description	Rehabilitate existing house as primary residence
Proposer Name	Lauryn Ruzkowski
Proposed Time Frame	12 Months
Proposed Price	\$35,000
Proposer Codes Violations	Codes history has been checked and deemed acceptable for consideration by the common council
Proposer Financial Viability	Financial background has been checked and deemed appropriate for consideration by Common Council
Background Check Performed	Not performed
Special Considerations	None

PROPERTY REHABILITATION REQUIREMENTS

SPECIFIC PROPOSAL BASED REQUIREMENTS

- **Install new plumbing lines, fixtures, laterals as needed (City of Rome licensed plumber required with inspection when completed.)**
- **Any electrical work will require 3rd party electrical inspection**
- **See attached scope of work**

GENERAL REQUIREMENTS

- 1. Premises must comply with Property Maintenance Code of New York State**
- 2. Use of parcel must comply with Rome Code of Ordinances in accordance with current zoning or a use variance must be applied for and granted through the Zoning Board of Appeals for intended use**
- 3. A building permit will be obtained from the City of Rome Code Enforcement Department prior to signing the rehabilitation agreement**
- 4. Any plumbing repairs, modifications or installations will required a plumbing permit from the City of Rome**
- 5. A third party electrical inspection will be required for any electrical work**
- 6. Installation of parking area or driveways must be of hard surface (concrete, asphalt or paver tiles) and have pre-approval of application of driveway permit form city engineer's office**
7. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
8. All exterior property and premises shall be maintained in a clean, safe and sanitary condition.
9. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.
10. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
11. All premises and immediate exterior property shall be maintained free from weeds or plant growth in excess of 10 inches (254 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
12. All structures and exterior property shall be free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.
13. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
14. All accessory structures, including detached garages, fences and walls, shall be structurally sound and in good repair.

EXTERIOR STRUCTURE

15. The exterior of a structure shall be in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
16. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

17. Building shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).
18. All structural members shall be free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
19. All foundation walls shall be plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
20. All exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
21. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
22. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
23. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
24. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
25. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
26. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
27. All exterior doors, door assemblies and hardware shall be in good condition.
28. Every basement hatchway shall prevent the entrance of rodents, rain and surface drainage water.
29. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

INTERIOR STRUCTURE

30. The interior of a structure and equipment therein shall be in good repair, structurally sound and in a sanitary condition. Every occupant shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.
31. All structural members shall be structurally sound, and be capable of supporting the imposed loads.
32. All interior surfaces, including windows and doors, shall be in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.
33. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be in sound condition and good repair.
34. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
35. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.
36. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.
37. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

EXCEPTION: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

38. Every common hall and stairway in residential occupancies, other than in one-and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.
39. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.
40. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area

EXCEPTION: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

41. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.
42. A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.
43. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

EXCEPTIONS:

- In one-and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
 - Basement rooms in one-and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
 - Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.
44. Every bedroom occupied by one person shall contain at least 70 square feet (6.5 m²) of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet (4.6 m²) of floor area for each occupant thereof.
 45. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
 46. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.
 47. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.
 48. All plumbing fixtures shall be properly installed and in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures

shall be maintained in a safe, sanitary and functional condition. Plumbing fixtures shall have adequate clearances for usage and cleaning

WATER SYSTEM

49. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *Plumbing Code of New York State*.
50. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.
51. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.
52. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 120°F (49°C). A fuel-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.
53. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.
54. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

MECHANICAL AND ELECTRICAL REQUIREMENTS

55. Heating facilities shall be provided in structures as required by this section.
56. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 65°F (18°C) in all habitable rooms, bathrooms and toilet rooms based on the winter design dry-bulb temperature for the locality indicated in Table E302.1 of the *Energy Conservation Construction Code of New York State*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.
57. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms, and toilet rooms.

EXCEPTION: When the outdoor temperature is below the winter design dry-bulb temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

58. Indoor occupiable work spaces shall be supplied with heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

EXCEPTIONS:

- Processing, storage and operation areas that require cooling or special temperature conditions.
- Areas in which persons are primarily engaged in vigorous physical activities.
- The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

MECHANICAL EQUIPMENT

59. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.
60. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

EXCEPTION: Fuel-burning equipment and appliances which are labeled for unvented operation.

61. All required clearances to combustible materials shall be maintained.
62. All safety controls for fuel-burning equipment shall be maintained in effective operation.
63. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.
64. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping there from, shall not be installed unless labeled for such purpose and the installation is specifically approved.

ELECTRICAL FACILITIES

65. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Chapter 27 of the *Building Code of New York State*.
66. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the defects shall be corrected to eliminate the hazard.

ELECTRICAL EQUIPMENT

67. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.
68. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom and kitchen shall contain at least one receptacle with ground fault circuit interrupter protection.
69. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric lighting fixture.

FIRE SAFETY REQUIREMENTS

70. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the *Fire Code of New York State*.
71. The required width of aisles in accordance with the *Fire Code of New York State* shall be unobstructed.
72. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *Fire Code of New York State*.
73. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following: Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates, or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction, and such devices shall be releasable or removable from the inside without the use of a key, tool, or force greater than that which is required for normal operation of the escape and rescue opening.
74. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
75. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

FIRE PROTECTION SYSTEMS

76. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *Fire Code of New York State*.
77. Smoke alarms shall be installed and maintained regardless of occupant load at all of the following locations:
- On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 - In each room used for sleeping purposes.
 - In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
78. Single-or multiple-station smoke alarms shall be installed in other groups in accordance with the *Fire Code of New York State*.
79. Single-station smoke alarms shall receive their primary power from the building wiring, provided that such wiring is served from a commercial source, and is equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.
80. Where more than one smoke alarm is required to be installed within an individual dwelling unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

**PROPOSAL TO PURCHASE PROPERTY ACQUIRED
BY THE CITY OF ROME THROUGH TAX FORECLOSURE**

Date of Proposal: 6/20/24

Name(s): Lauryn Buskowski
Address: 5984 Teuscher rd
Verona NY 13478
Tel No.: 315 335 6743
E-mail: ruskowsk.lauryn@gmail.com
Contact Name of Business Applicant _____

Contractor: Jonathan Onn
with Onn Point Restoration.

Mailing Address: _____
(if different from above) _____

Location of subject property: 508 Roberts St Rome NY 13440
Tax map number: 242.043.0001-042

What is your intended use of the property? Examples could include primary residence/owner occupied, rental real estate, investment or commercial/business, parking, etc?

primary resident for in need family members

Is your proposed use of the property compliant with applicable zoning regulations? Yes No
If unknown, contact City of Rome Zoning Officer for determination.

Complete Attached Rehabilitation Estimate and Schedule

Provide a detailed estimate of the financial cost associated with the acquisition and rehabilitation of the property, including sums anticipated for each of the following, as may be applicable: (1) purchase price; (2) legal fees and disbursements; (3) abstract searches and/or title insurance; (4) itemized statement of rehabilitation expenses (attach a separate sheet if necessary.)

- Roof Page
W/ins updated?
- (1) Purchase price: 350000
 - (2) Legal fees and disbursements: 2500
 - (3) Cost of insurance, naming the City of Rome as an additional insured. The amounts of such insurance shall be in the sum of five hundred thousand dollars (\$500,000) for personal injury/general liability and five hundred thousand dollars (\$500,000) for property damage/fire loss, or, in the alternative, blanket coverage for five hundred thousand dollars (\$500,000). Note: insurance premiums may vary. Please check with your Insurance Company as to your specific policy premiums. Homecite 2285 12 months
 - (4) Abstract searches and/or title insurance: 300
 - (5) Rehabilitation expenses: 20,000

Total Estimate of Investment: \$59,585

Indicate the source of the funds you intend to utilize for the project and indicate when those funds will be available, i.e. bank funds, home equity loan, personal loan. The City of Rome reserves the right to request proof of funds to complete the project.

Bank funds

You are responsible for any and all liens and mortgages against the property other than City of Rome taxes, Oneida county taxes and City of Rome School District taxes prior to the signing of the rehabiliiton agreement.

You are encouraged to check with the Oneida County Commissioner of Finance, the appropriate school district, legal counsel or title Search Company to determine whether there are any outstanding tax liens or other liens assessed against the property.

Any other pertinent information (add additional sheet as required):

Are you a City of Rome employee?

No
United States
Postal Service

Rehabilitation Estimate & Schedule

Foundation	Cost Estimate of Repair	Rationale for Estimate	Days to Complete from Start
Roof		TBD	
Basement / Crawl Space			
Exterior Finish	\$400	pressure wash, scrape / paint porch	1 month
Landscaping	\$300	reseed lawn, curb appeal	1 month
Driveway / Parking Area	\$1500	reseal, patching	2 weeks
Sidewalk			
Structural Repairs	\$8500	minor leveling issues, inadequate girder beam	2 months
Insulation			
Furnace			
Electrical Service			
Electrical Branch Circuits	\$600	update electrical to arc fault breakers	1 week
Electrical Devices	\$100	update all receptacles (if needed)	1 month
Plumbing and Sewer Laterals			
Plumbing Lines / Fixtures			
Demolition / Rubbish Removal	\$300	removal old tenant trash	2 weeks
Kitchen Cabinets	\$4200	if needed, outdated backsplash	1 month
Flooring	\$1000	broken by front door, bathrooms	1 week
Wallboard	\$200	patching holes	1 month
Windows	\$200	broken windows	1 week
Doors	\$1200	broken doors (safety)	1 week
Permit Fees	\$1000	\$300 permit \$300 title insurance	
TOTAL	\$19,100	TOTAL LENGTH OF REHABILITATION	12 months

(2 months for extras)

\$5400 +

\$24,500

EXTRAS:

- Fencing : \$2400
- Carpet cleaner: \$50 rental
- Back stairs: \$250
- Mis. screws/nails: \$300
- Paint (4 gallon): \$1200
- Vanities: \$800
- light fixtures: \$400

Total: \$5400

I understand that if my proposal is accepted, I will be responsible for the amount equivalent of the prorated tax burden (City, School and County) on the property from the date I sign the rehabilitation agreement and due at closing.

UR Initial

I understand that if my proposal is accepted, I am required to obtain and maintain during the term of the rehabilitation, a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York. The liability coverage of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000), per occurrence, for bodily injury and death, and/or property damage, or minimum general aggregate coverage of Five Hundred Thousand Dollars (\$500,000).

UR Initial

I understand that if my proposal is accepted, I am required to present funds in the amount of 25% of my proposed price (100% if a vacant lot) at the time of signing my rehabilitation agreement.

UR Initial

I understand that if my proposal is accepted and I fail to perform or observe any of the terms of my rehabilitation agreement, any investment in or improvement to the property and any down payment will be forfeited.

UR Initial

I understand that the proposed price is not the only factor involved in evaluating my proposal. Impact to the community, resources to complete my proposed rehabilitation plan, code violation history and tax payment status of other properties owned within the City of Rome are also factors of consideration.

UR Initial

I understand that property will not be sold to anyone with delinquent City of Rome, Oneida County or City of Rome School District taxes.

UR Initial

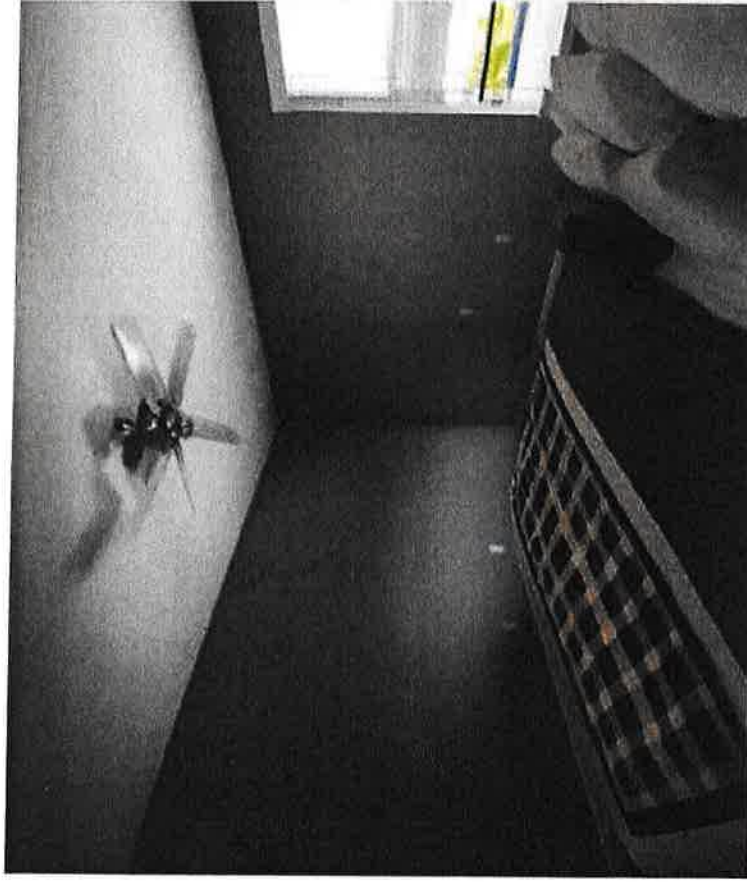
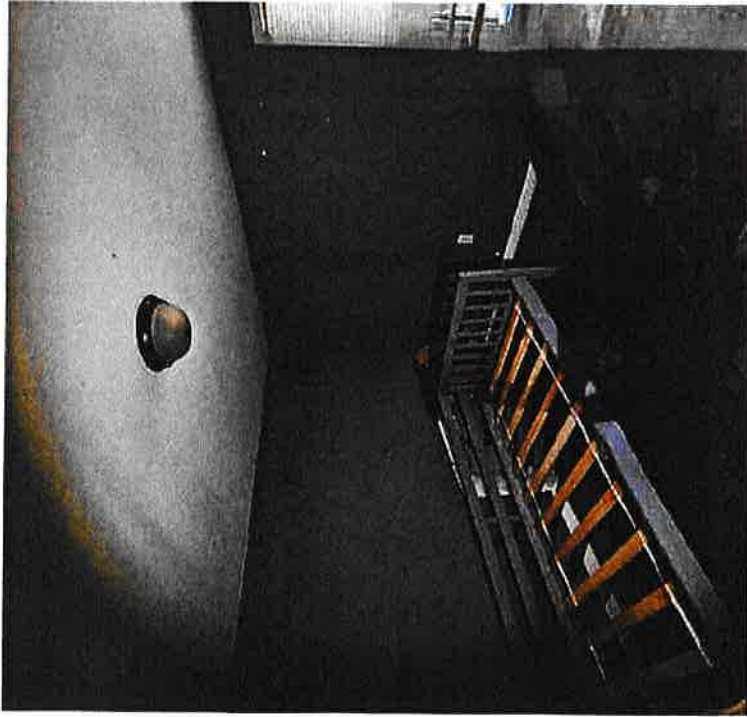
I understand that work cannot commence on any property until a rehabilitation agreement is signed, a building permit is issued and requisite boards (Zoning Board of Appeals, Planning Board, etc.) render an approval

UR Initial

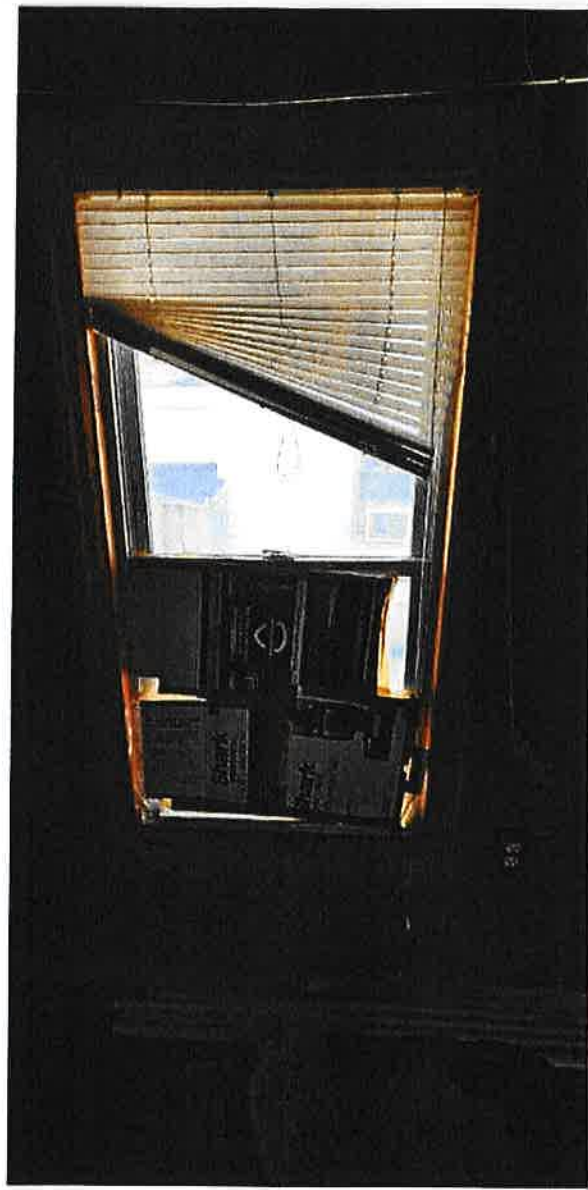
Signature of Applicant



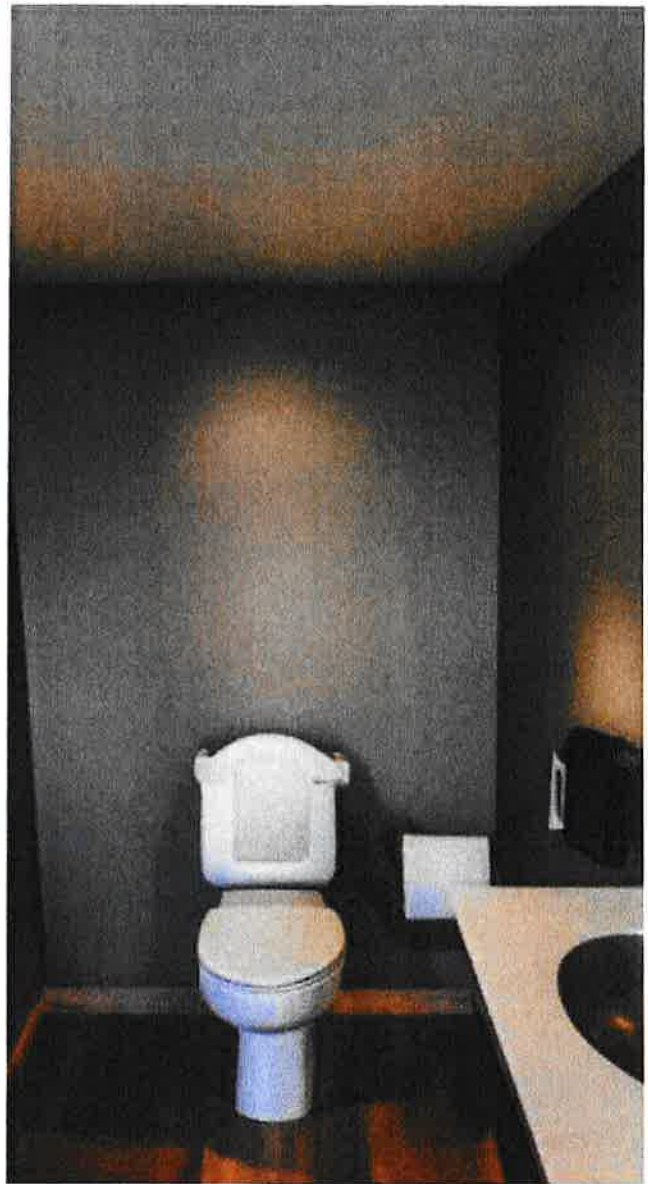
Date 6/20/24



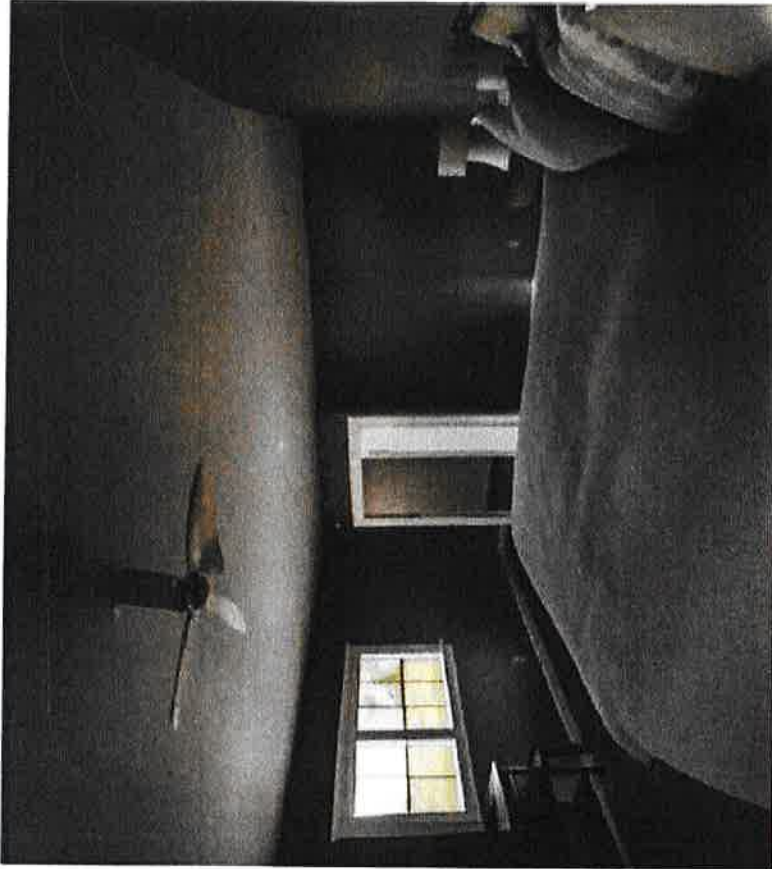
*Fresh paint and fixtures in all rooms
new blinds
deep cleaning carpets



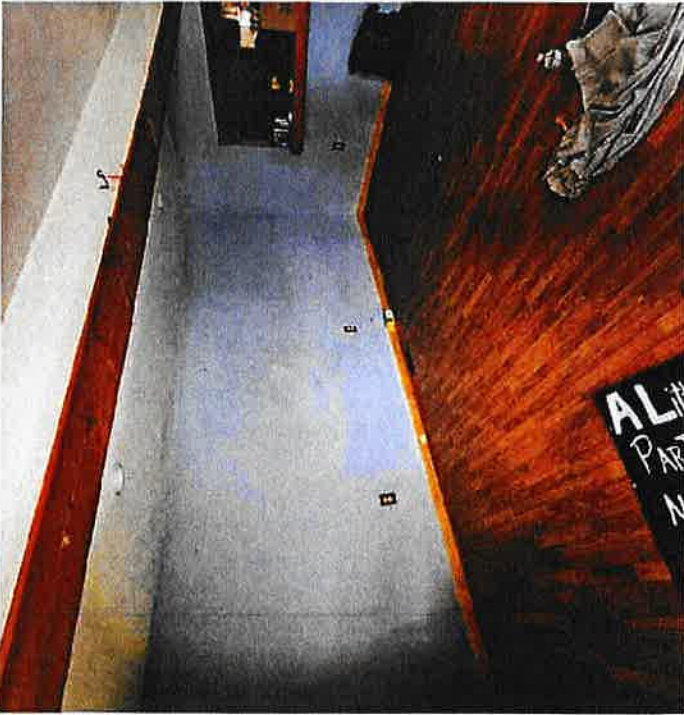
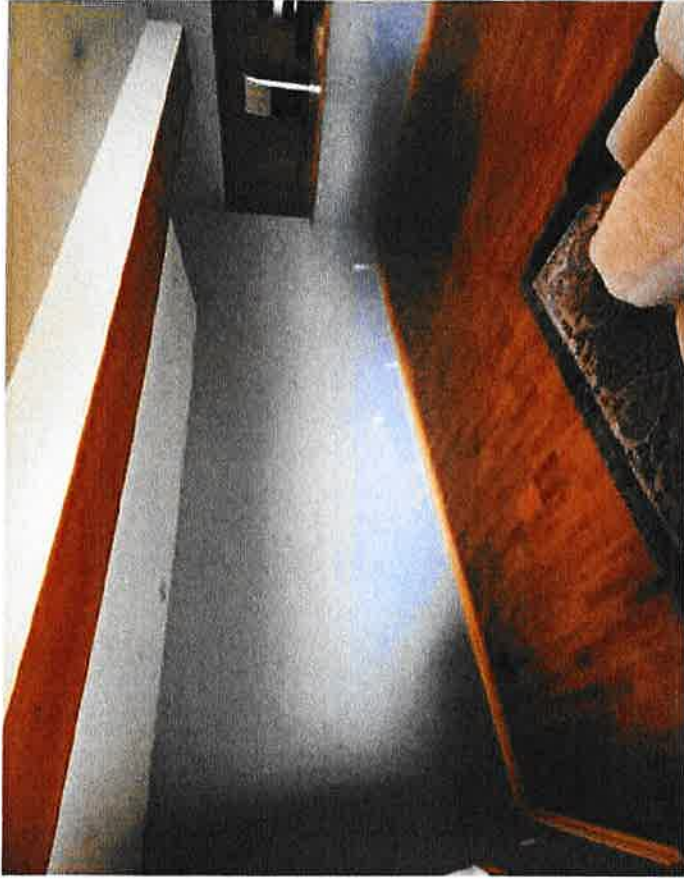
*replacement of broken window
new blinds



← new paint
new vanity and flooring



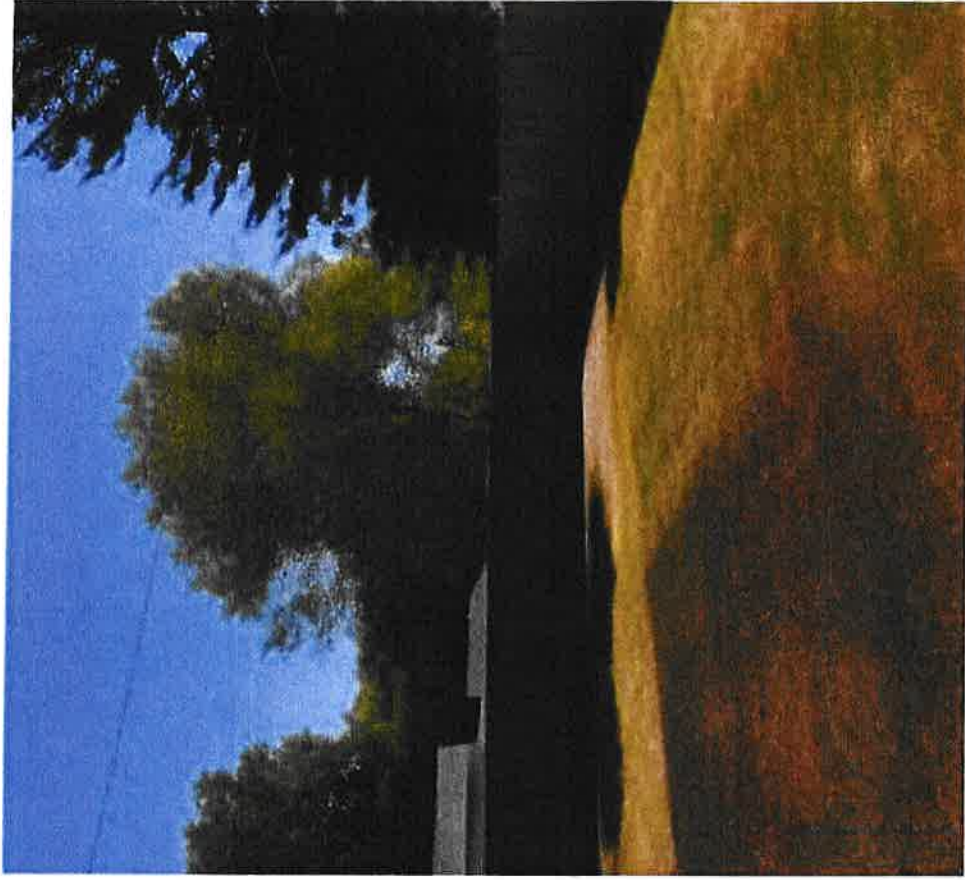
« new paint + fixture
deep cleaning all carpets
new blinds throughout house



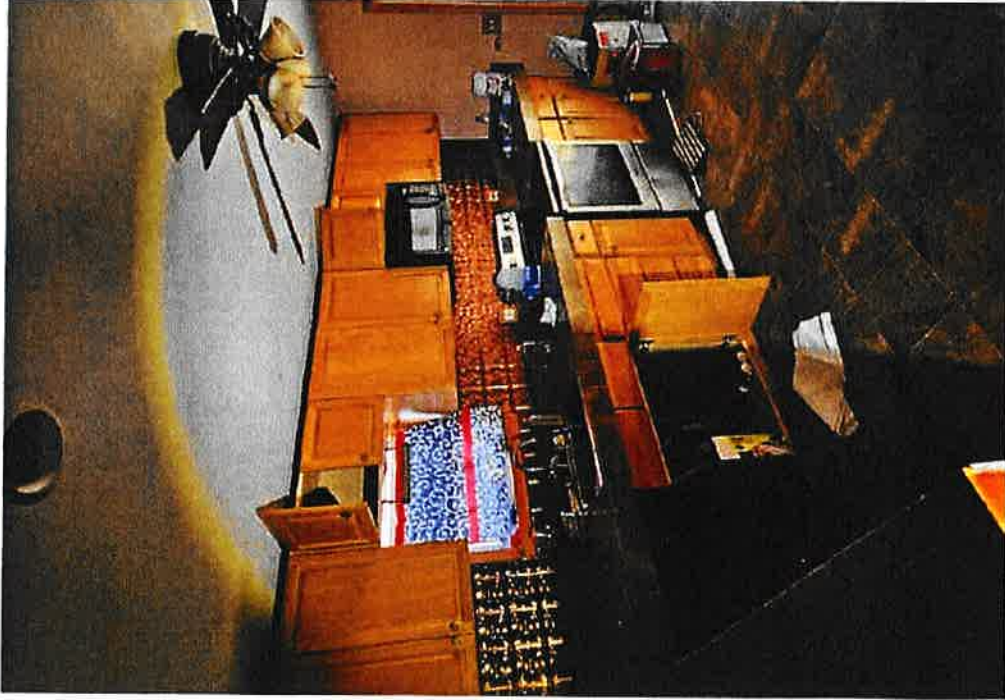
- ✓ Fresh paint
- new flooring by entryway
- new front door (not pictured)



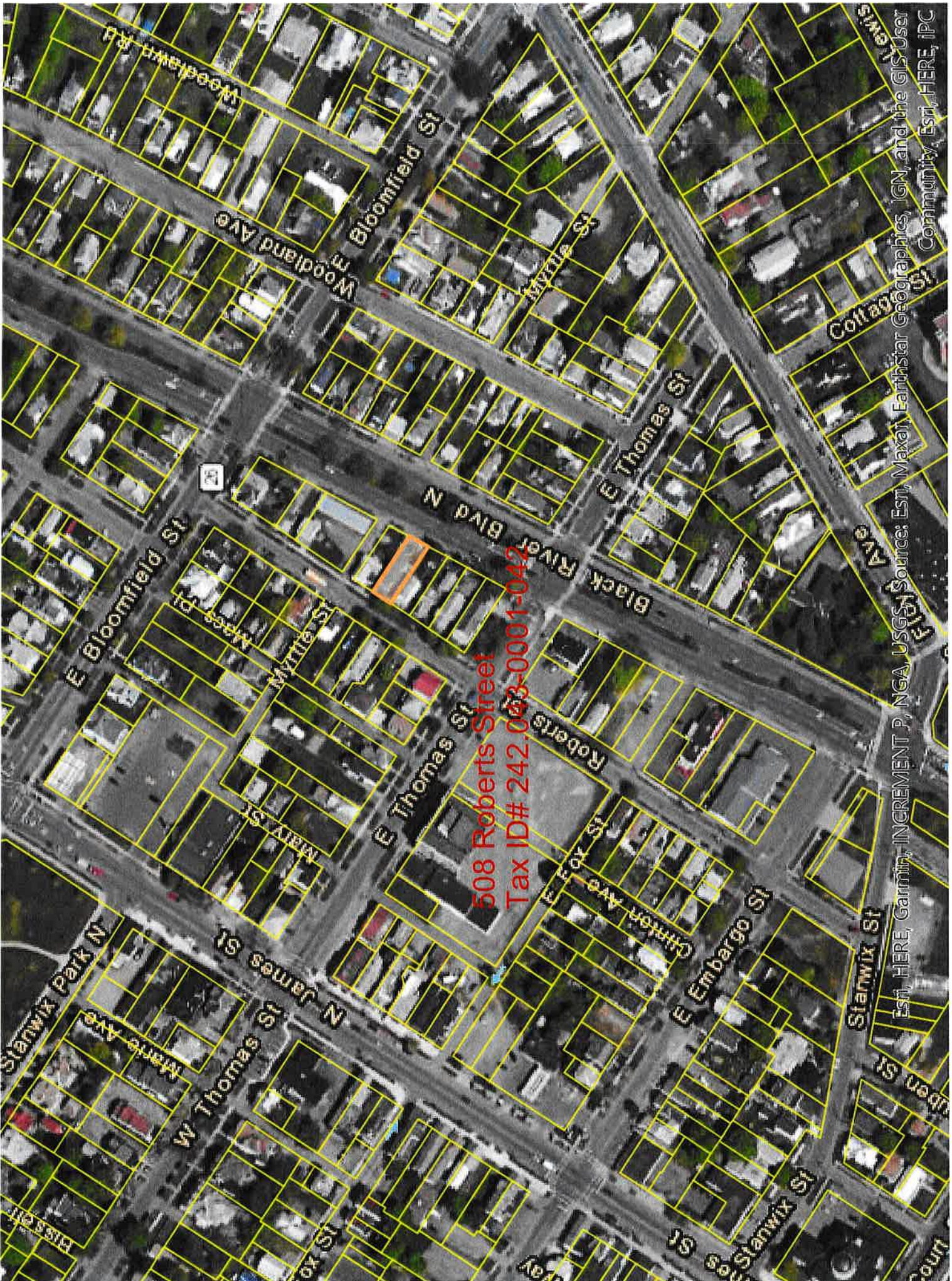
new door
extension of stairs and railing installed



*new fencing all around
fresh landscaping



- ✦ update backsplash and countertops.
- preserve cabinets if possible
- new fixture and paint
- new flooring



508 Roberts Street
Tax ID# 242 043-0001-042

Esti, HERE, Garmin, INCREMENT P, NGA, USGS, Source: Esti, Maxar, Earthstar Geographics, IGN, and the GIS User Community, Esti, HERE, IPC



242.043-0001-042

301301 Rome NY

Active

R/S: 1

School: Rome School D

City Of Rome

Roll Year: 2024 Curr Yr

1 Family Res

Land AV: 1,000

508 Roberts St

Land Size: 0.08 acres

Total AV: 5,000

Parcel 242.043-0001-042

- [-] History
- [-] Assessment
 - [-] Exempt(s)
 - [-] Spec Dist(s)
- [-] Description
- [-] Owner(s)
- [-] Images
- [-] Gis
- [-] Site (1) Res
 - [-] Land(s)
 - [-] Bldg
 - [-] Imprvmt(s)
 - [-] Valuation
- [-] Sale06/29/23
 - [-] Notes
- [-] Sale02/06/03
 - [-] -Site (1) Res
 - [-] Land(s)
 - [-] Bldg
 - [-] Imprvmt(s)
 - [-] Valuation

Owner | Tax Bill Mailing Address | 3rd Party Address | Bank

Total 1 Owners: To open, click the appropriate row (Right Click to Add)

City Of Rome	Owner Type: Primary	Desig Status:

Last Name / Company: First Name: MI: Jr., Sr., etc:

City Of Rome

Attention To / In Care Of: Additional Address:

Street No: Prefix Dir: Street / Rural Route: St Suffix: Post Dir: UnitName: Unit No:

City Hall

Po Box No: City/Town: State: Zip Code:

Rome NY 13440-

Country: enter if not "USA" Bar Cd: Ownership: e.g. Life Use Owner Type:

P = Primary

Owner's Primary Residence

ORDINANCE NO. 9738

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY
OWNED PARCEL LOCATED AT 321 KOSSUTH STREET FOR \$5,000.00.**

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to a buyer, and obtain a written guarantee from the buyer that he/she will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 321 Kossuth Street, Rome, New York, with Albert McLiesh, for the rehabilitation of said property located at 321 Kossuth Street, Rome, New York, known as Tax Map No. 242.006-0002-067; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 321 Kossuth Street, Rome, New York, known as Tax Map No. 242.006-0002-067, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Five Thousand and 00/100 Dollars (\$5,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

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. 9738.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ORDINANCE NO. 9738

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Memo

To: City of Rome Common Council

Date: July 15, 2024

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **rehabilitation** agreement with Albert McLiesh for 321 Kossuth St., tax map ID #242.006-0002-067, per the recommendation of the Real Property Committee. The purchase offer is \$5,000 and the rehabilitation period is 12 months.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **rehabilitation** agreement with Albert McLiesh to rehabilitate a parcel located at 321 Kossuth St. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

Attached is a copy of the, proposal, punch list, tax map and current assessment information. Please feel free to call me directly at 315-339-7637 with any additional information you may require.

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



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ROME, NEW YORK 13440-5815
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Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	321 Kossuth Street
Tax Map Number	242.006-0002-067
Parcel Description	H & L 31 x 125
Parcel Zoning	R-2
Ward Councilor	R. Smith
Date of City Ownership	6/29/2023
DUE DILIGENCE CATEGORY	STATUS
Project Description	Rehabilitate existing house as rental real estate
Proposer Name	Albert McLiesh
Proposed Time Frame	12 Months
Proposed Price	\$5,000
Proposer Codes Violations	Codes history has been checked and deemed acceptable for consideration by the common council
Proposer Financial Viability	Financial background has been checked and deemed appropriate for consideration by Common Council
Background Check Performed	Not performed
Special Considerations	None

PROPERTY REHABILITATION REQUIREMENTS

SPECIFIC PROPOSAL BASED REQUIREMENTS

- **Install new plumbing lines, fixtures, laterals as needed (City of Rome licensed plumber required with inspection when completed.)**
- **Any electrical work will require 3rd party electrical inspection**
- **See attached scope of work**

GENERAL REQUIREMENTS

- 1. Premises must comply with Property Maintenance Code of New York State**
- 2. Use of parcel must comply with Rome Code of Ordinances in accordance with current zoning or a use variance must be applied for and granted through the Zoning Board of Appeals for intended use**
- 3. A building permit will be obtained from the City of Rome Code Enforcement Department prior to signing the rehabilitation agreement**
- 4. Any plumbing repairs, modifications or installations will required a plumbing permit from the City of Rome**
- 5. A third party electrical inspection will be required for any electrical work**
- 6. Installation of parking area or driveways must be of hard surface (concrete, asphalt or paver tiles) and have pre-approval of application of driveway permit form city engineer's office**
7. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
8. All exterior property and premises shall be maintained in a clean, safe and sanitary condition.
9. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.
10. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
11. All premises and immediate exterior property shall be maintained free from weeds or plant growth in excess of 10 inches (254 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
12. All structures and exterior property shall be free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.
13. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
14. All accessory structures, including detached garages, fences and walls, shall be structurally sound and in good repair.

EXTERIOR STRUCTURE

15. The exterior of a structure shall be in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
16. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

17. Building shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).
18. All structural members shall be free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
19. All foundation walls shall be plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
20. All exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
21. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
22. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
23. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
24. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
25. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
26. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
27. All exterior doors, door assemblies and hardware shall be in good condition.
28. Every basement hatchway shall prevent the entrance of rodents, rain and surface drainage water.
29. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

INTERIOR STRUCTURE

30. The interior of a structure and equipment therein shall be in good repair, structurally sound and in a sanitary condition. Every occupant shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.
31. All structural members shall be structurally sound, and be capable of supporting the imposed loads.
32. All interior surfaces, including windows and doors, shall be in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.
33. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be in sound condition and good repair.
34. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
35. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.
36. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.
37. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

EXCEPTION: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

38. Every common hall and stairway in residential occupancies, other than in one-and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.
39. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.
40. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area

EXCEPTION: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

41. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.
42. A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.
43. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

EXCEPTIONS:

- In one-and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
 - Basement rooms in one-and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
 - Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.
44. Every bedroom occupied by one person shall contain at least 70 square feet (6.5 m²) of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet (4.6 m²) of floor area for each occupant thereof.
 45. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
 46. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.
 47. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.
 48. All plumbing fixtures shall be properly installed and in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures

shall be maintained in a safe, sanitary and functional condition. Plumbing fixtures shall have adequate clearances for usage and cleaning.

WATER SYSTEM

49. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *Plumbing Code of New York State*.
50. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.
51. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.
52. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 120°F (49°C). A fuel-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.
53. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.
54. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

MECHANICAL AND ELECTRICAL REQUIREMENTS

55. Heating facilities shall be provided in structures as required by this section.
56. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 65°F (18°C) in all habitable rooms, bathrooms and toilet rooms based on the winter design dry-bulb temperature for the locality indicated in Table E302.1 of the *Energy Conservation Construction Code of New York State*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.
57. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms, and toilet rooms.

EXCEPTION: When the outdoor temperature is below the winter design dry-bulb temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

58. Indoor occupiable work spaces shall be supplied with heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

EXCEPTIONS:

- Processing, storage and operation areas that require cooling or special temperature conditions.
- Areas in which persons are primarily engaged in vigorous physical activities.
- The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

MECHANICAL EQUIPMENT

59. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.
60. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

EXCEPTION: Fuel-burning equipment and appliances which are labeled for unvented operation.

61. All required clearances to combustible materials shall be maintained.
62. All safety controls for fuel-burning equipment shall be maintained in effective operation.
63. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.
64. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping there from, shall not be installed unless labeled for such purpose and the installation is specifically approved.

ELECTRICAL FACILITIES

65. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Chapter 27 of the *Building Code of New York State*.
66. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the defects shall be corrected to eliminate the hazard.

ELECTRICAL EQUIPMENT

67. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.
68. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom and kitchen shall contain at least one receptacle with ground fault circuit interrupter protection.
69. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric lighting fixture.

FIRE SAFETY REQUIREMENTS

70. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the *Fire Code of New York State*.
71. The required width of aisles in accordance with the *Fire Code of New York State* shall be unobstructed.
72. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *Fire Code of New York State*.
73. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following: Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates, or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction, and such devices shall be releasable or removable from the inside without the use of a key, tool, or force greater than that which is required for normal operation of the escape and rescue opening.
74. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
75. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

FIRE PROTECTION SYSTEMS

76. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *Fire Code of New York State*.
77. Smoke alarms shall be installed and maintained regardless of occupant load at all of the following locations:
- On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 - In each room used for sleeping purposes.
 - In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
78. Single-or multiple-station smoke alarms shall be installed in other groups in accordance with the *Fire Code of New York State*.
79. Single-station smoke alarms shall receive their primary power from the building wiring, provided that such wiring is served from a commercial source, and is equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.
80. Where more than one smoke alarm is required to be installed within an individual dwelling unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Jeffrey M. Lanigan
Mayor

Mark Domenico
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Real Property Proposal Instructions:

1. Proposals received after 4:00PM on the last business day of the month will be considered the following month if the property is still available *Today -*
2. Proposals received that are incomplete will be immediately disqualified. —
3. Price is not the only determining factor in the evaluation of proposals by the Real Property Committee. Intended use, rehabilitation scope, schedule of the rehabilitation, proposed price, and code and criminal history of the applicant are evaluated in aggregate.
4. The City of Rome reserves the right to reject all proposals in its sole and absolute discretion.
5. The Real Property Committee recommendations to the Common Council will be posted at the Real Property Committee section of <http://www.romenewyork.com/> approximately one month after the proposal submission deadline.

Provide a detailed estimate of the financial cost associated with the acquisition and rehabilitation of the property, including sums anticipated for each of the following, as may be applicable: (1) purchase price; (2) legal fees and disbursements; (3) abstract searches and/or title insurance; (4) itemized statement of rehabilitation expenses (attach a separate sheet if necessary.)

- (1) Purchase price: 5,000.00
- (2) Legal fees and disbursements: 2100.00
- (3) Cost of insurance, naming the City of Rome as an additional insured. The amounts of such insurance shall be in the sum of five hundred thousand dollars (\$500,000) for personal injury/general liability and five hundred thousand dollars (\$500,000) for property damage/fire loss, or, in the alternative, blanket coverage for five hundred thousand dollars (\$500,000). Note: insurance premiums may vary. Please check with your Insurance Company as to your specific policy premiums. 1450.00
- (4) Abstract searches and/or title insurance: 750.00
- (5) Rehabilitation expenses: 38,500-

Total Estimate of Investment: 47,800-

Indicate the source of the funds you intend to utilize for the project and indicate when those funds will be available, i.e. bank funds, home equity loan, personal loan. The City of Rome reserves the right to request proof of funds to complete the project.

Personal Funds-

You are responsible for any and all liens and mortgages against the property other than City of Rome taxes, Oneida county taxes and City of Rome School District taxes prior to the signing of the rehabilitation agreement.

You are encouraged to check with the Oneida County Commissioner of Finance, the appropriate school district, legal counsel or title Search Company to determine whether there are any outstanding tax liens or other liens assessed against the property.

Any other pertinent information (add additional sheet as required): *See Attached*

Are you a City of Rome employee?

NO

Rehabilitation Estimate & Schedule			
	Cost Estimate of Repair	Rationale for Estimate	Days to Complete from Start
Foundation	7500-	Cracks in blocks.	30-
Roof	-		
Basement / Crawl Space	-		
Exterior Finish	1000-	Clean up	7
Landscaping	1500-	Top Soil Front Lawn	10
Driveway / Parking Area	8500	Move driveway	30
Sidewalk	-		
Structural Repairs	-		
Insulation	-		
Furnace	2000	Old Furnace	10
Electrical Service	-		
Electrical Branch Circuits	-		
Electrical Devices	-		
Plumbing and Sewer Laterals	-		
Plumbing Lines / Fixtures	2500	Broken Lines	30
Demolition / Rubbish Removal	3000	Tank Filled	30
Kitchen Cabinets	-		
Flooring	10,000	Shot flooring	20
Wallboard	-		
Windows	3,000-	Some new Windows	10
Doors	-		
Permit Fees	200		-
TOTAL	38,500-	TOTAL LENGTH OF REHABILITATION	180 days -

I Albert P McLiess Jr agree to the following work as part of the real property purchase of 321 Kossuth Street Rome NY 13440.

- 1) We Agree to completely clean the inside and outside of the property as it is full of junk and personal items.
- 2) We agree to repair all plumbing and heating systems to current code by a licensed plumber.
- 3) We agree to repair both basement walls
- 4) We will Install new flooring throughout the home, paint and update as needed
- 5) We will remove the front driveway that is partially on my adjacent property and join 321 Kossuth with 323 Kossuth to rectify a 50 year long border line dispute. We would move the parking for 321 Kossuth to the rear of the home.
- 6) 321 Kossuth Street was scheduled for demolition and I requested it be put on the sale list as I feel I can restore it to be a great property.

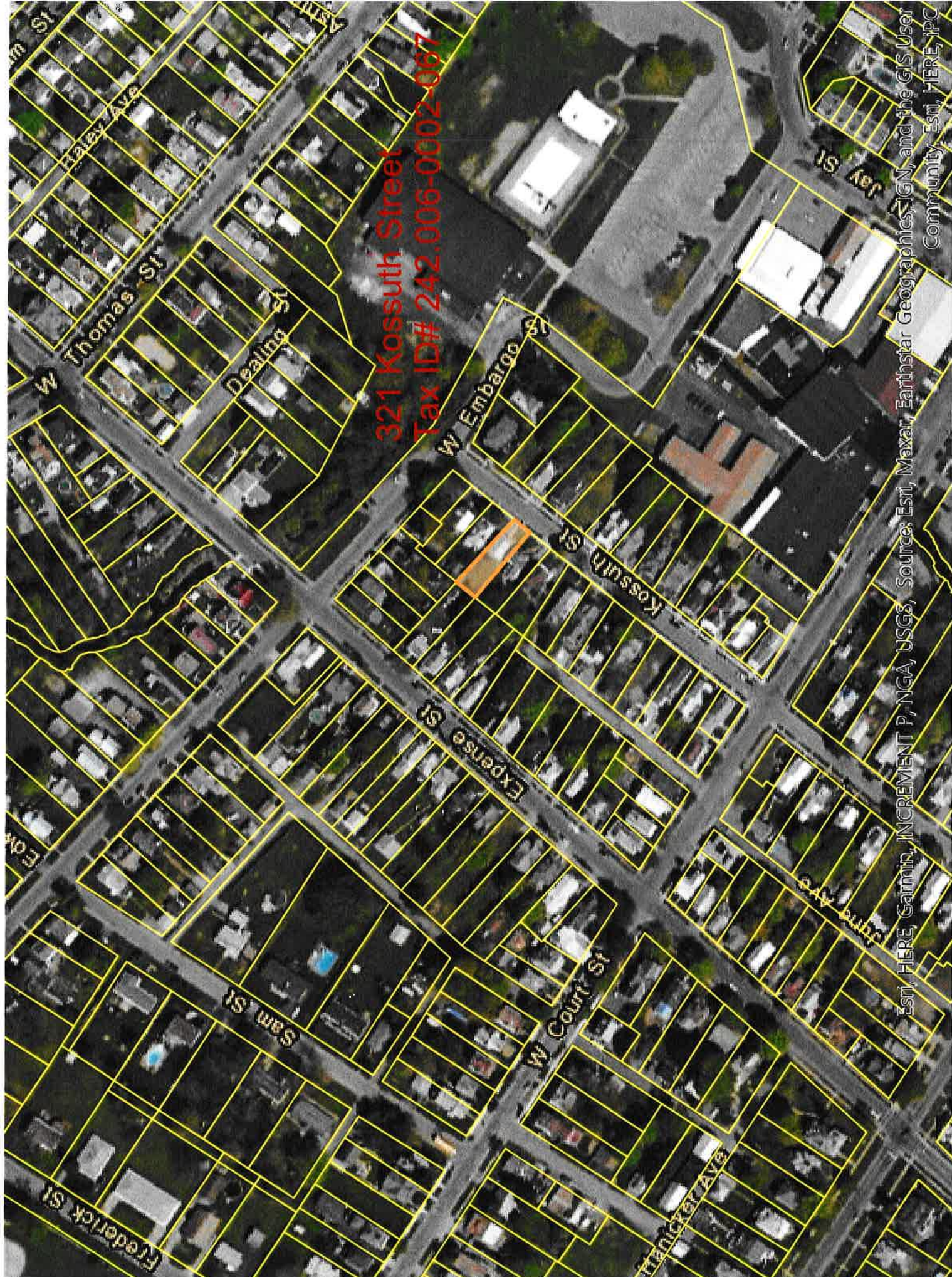
Thank you for your time and consideration of this proposal.

Albert P McLiess Jr.

315-335-2989

Please Call Any Time

*P.S. Please Take a look at 216 and 218 Kossuth St.
Both properties were done last year.*



321 Kossuth Street
Tax ID# 242.006-0002-067

Estm, HERE, Garmin, INCREMENT P, NGA, USGS, Source: Estm, Maxar, Earthstar Geographics, IGN, and the GIS User Community, Estm, HERE, iPC



242.006-0002-067

301301 Rome NY

Active

R/S:1

School: Rome School D

City Of Rome

Roll Year: 2024 Curr Yr

1 Family Res

Land AV: 1,000

321 Kossuth St

Land Size: 0.10 acres

Total AV: 5,000

Parcel 242.006-0002-067

- Notes
- History
- Assessment
 - Exempt(s)
 - Spec Dist(s)
- Description
- Owner(s)
- Images
- Gis
- Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
- Sale06/29/23
 - Notes
- Sale02/26/93

Owner	Tax Bill Mailing Address	3rd Party Address	Bank
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Total 1 Owners: To open, click the appropriate row (Right Click to Add)

City Of Rome	Owner Type: Primary	Desig Status:

Last Name / Company: First Name: MI: Jr., Sr., etc:

City Of Rome

Attention To / In Care Of: Additional Address:

Street No: Prefix Dir: Street / Rural Route: St Suffix: Post Dir: UnitName: Unit No:

City Hall

Po Box No: City/Town: State: Zip Code:

Rome NY 13440

Country: enter if not "USA" Bar Cd: Ownership: e.g. Life Use Owner Type:

P = Primary

Owner's Primary Residence

ORDINANCE NO. 9739

**AUTHORIZING THE PLACEMENT OF 4 WAY STOP SIGNS
AT THE INTERSECTION OF ELM STREET AND UNION STREET.**

By Councilor _____:

WHEREAS, Frank Anderson, Fifth Ward Councilor for the City of Rome, New York, has requested the placement of 4 way stop signs at the intersection of Elm Street and Union Street; and

WHEREAS, the Commissioner of the Public Safety, following a review of the conditions along said streets and in consideration of the requests made by local residents, recommends the placement of permanent 4 way stop signs at the intersection of Elm Street and Union Street; and

WHEREAS, the placement of permanent 4 way stop signs at the intersection of Elm Street and Union Street, alleviates the safety and traffic concerns having been voiced by local residents; now, therefore,

BE IT ORDAINED, that the placement of permanent 4 way stop signs at the intersection of Elm Street and Union Street, be and is hereby permitted.

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. 9739.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ORDINANCE NO. 9739

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____