

## PUBLIC HEARING NOTICE

BE IT RESOLVED, that the Common Council of the City of Rome does hereby authorize the City Clerk of the City of Rome to advertise notice of a public hearing concerning proposed zoning code amendments relative to the Site Plan Review process within the City of Rome, said public hearing to be held on the 28<sup>th</sup> day of May, 2025 at 6:50 p.m. in the Common Council Chambers, City Hall, Rome, New York, at which time all interested persons will be heard thereon.

Eric Seelig, City Clerk

Rome Sentinel Co.

Date Submitted: 5/16/25

Publish Date: 5/20/25

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

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

**Linda Fazio**  
3<sup>rd</sup> Ward

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



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

**John A. Nash**  
Common Council President

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

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

**David E. Sbaraglia**  
7<sup>th</sup> Ward

**Eric Seelig**  
City Clerk

TO STREAM MEETINGS OF THE COMMON COUNCIL LIVE ON YOUTUBE,  
PLEASE VISIT [WWW.YOUTUBE.COM/@ROMENEWYORK\\_OFFICIAL/STREAMS](https://www.youtube.com/@ROMENEWYORK_OFFICIAL/STREAMS).

**COMMON COUNCIL MEETING  
REGULAR SESSION**

**MAY 28, 2025  
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**
- 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. 80**      AUTHORIZING USE OF FUNDS FROM THE WATER DAM CAPITAL RESERVE ACCOUNT TO FUND THE KESSINGER DAM CAPITAL PROJECT (HWAM). **Adams**

**RES. NO. 81**      AUTHORIZING WAIVER OF APPLICATION FEES FOR RIGHT OF WAY PERMITS FOR INSTALLING A TEMPORARY BANNER. **Guiliano**

**RES. NO. 82**      AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A AN AGREEMENT WITH THE UTICA POLICE DEPARTMENT. **James**

**RES. NO. 83** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT ONEIDA COUNTY DISTRICT ATTORNEY’S OFFICE DISCOVERY GRANT FOR ENHANCEMENT OF LAW ENFORCEMENT DISCOVERY UNIT PROCESS (\$40,000.00). **James**

**RES. NO. 84** AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT FUNDING FROM NASCENTIA HEALTH, INC. FOR THE POTTER ROAD UTILITY EXTENSIONS PROJECT (\$105,870.00). **Guiliano**

**RES. NO. 85** HOME RULE RESOLUTION REQUESTING STATE LEGISLATION TO AUTHORIZE THE TRANSFER OF ROME POLICE DEPARTMENT SERGEANT SCOTT HOAG FROM RETIREMENT PLAN 375-I TO PLAN 384-D UNDER THE RETIREMENT AND SOCIAL SECURITY LAW BY ADOPTION OF ASSEMBLY BILL A.8489 AND SENATE BILL S.8088. **Mayor Lanigan**

**RES. NO. 86** HOME RULE MESSAGE REQUESTING THE NEW YORK STATE LEGISLATURE TO AMEND THE TAX LAW IN RELATION TO AUTHORIZING THE CITY OF ROME TO ESTABLISH HOTEL AND MOTEL OCCUPANCY TAXES BY ADOPTION OF ASSEMBLY BILL A.8490-A AND SENATE BILL S.8155. **Mayor Lanigan**

### **13. ORDINANCES**

**ORD. NO. 9796** AUTHORIZING THE TEMPORARY REBATE INCREASE TO THE SIDEWALK REBATE PROGRAM FOR THE 2025 CALENDAR YEAR. **Guiliano**

**ORD. NO. 9797** AUTHORIZING THE MAYOR TO EXECUTE A PERMANENT EASEMENT AGREEMENT WITH THE TOWN OF LEE (TAX MAP NO. 171.001-1-5.1 & 171.001-1-5.3) (\$1.00). **Guiliano**

### **14. LOCAL LAWS**

### **15. TABLED LEGISLATION**

**ORD. NO. 9776** AUTHORIZING THE PLACEMENT OF TWO “HANDICAPPED PARKING” SPACES WITH AN OFF-LOADING SPACE BETWEEN THEM ON THE NORTH SIDE OF THE 100 BLOCK OF WEST DOMINICK STREET. **Fazio**

**ORD. NO. 9788** AMENDING ROME CODE OF ORDINANCES CHAPTER 80, ARTICLE XIX, SECTION 80-19.4 – SITE PLAN REVIEW. **Andrews**

**ORD. NO. 9792** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (1806 NORTH MADISON STREET) TO BUYER (\$1,100.00). **Domenico**

**ORD. NO. 9793** AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (301 MCRAE STREET) TO BUYER (\$1,100.00). **Domenico**

### **16. VETOED LEGISLATION**

### **17. ADJOURNMENT**

**RESOLUTION NO. 80**

**AUTHORIZING USE OF FUNDS FROM THE WATER DAM CAPITAL RESERVE ACCOUNT  
TO FUND THE KESSINGER DAM CAPITAL PROJECT (HWAM).**

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

WHEREAS, Brian Adams, Treasurer for the City of Rome, has requested authorization to for the use of Funds to from the Water Dam Capital Reserve Account Future Construction Project(S); now, therefore

BE RESOLVED, that the Common Council of the City of Rome hereby authorizes the use of Water Dam Capital Reserve Account funds to fund the Kessinger Dam Capital Project (HWAM), as follows:

<b>EW 88406</b>	<b>Water Dam Capital Reserve</b>	<b>\$2,149,200.00;</b>
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 \_\_\_\_

**RESOLUTION NO. 81**

**AUTHORIZING WAIVER OF APPLICATION FEES FOR RIGHT OF WAY PERMITS  
FOR INSTALLING A TEMPORARY BANNER.**

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

WHEREAS, Joseph Guiliano, Commissioner of Public Works of the City of Rome, has recommended waiving application fees for Right of Way permits for installing a temporary banner by the Community Foundation of Oneida and Herkimer Counties; now, therefore

BE IT RESOLVED, by the City of Rome Common Council, that Commissioner Guiliano is hereby authorized to waive said fees and 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 waive application fees for Right of Way permits for installing a temporary banner by the Community Foundation of Oneida and Herkimer Counties.

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

AYES & NAYS: Sparace \_\_ Mortise \_\_ Fazio \_\_ Smith \_\_ Anderson \_\_ Dursi \_\_ Sbaraglia \_\_

ADOPTED \_\_\_\_

DEFEATED \_\_\_\_

**RESOLUTION NO. 82**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO  
ENTER INTO A AN AGREEMENT WITH THE UTICA POLICE DEPARTMENT.**

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

WHEREAS, Kevin James, Chief of Police for the City of Rome, New York, has recommended that the City of Rome, New York, execute and enter into an Agreement with the Utica Police Department for inter-Jurisdictional law enforcement service and assistance (mutual aid); now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, that the Mayor of the City of Rome is hereby authorized to execute and enter into an Agreement with the Utica Police Department for inter-Jurisdictional law enforcement service and assistance (mutual aid), pursuant to the attached agreement, which is made part of this Resolution.

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

AYES & NAYS: Sparace \_\_ Mortise \_\_ Fazio \_\_ Smith\_\_ Anderson\_\_ Dursi \_\_ Sbaraglia \_\_

ADOPTED \_\_\_\_

DEFEATED \_\_\_\_

**POLICE MUTUAL AID AGREEMENT  
(OUTSIDE SERVICE BY LOCAL LAW ENFORCEMENT)**

THIS AGREEMENT made February 5<sup>th</sup>, 2025, by and between the Utica Police Department and the City of Utica, NY, a municipal corporation with its principal place of business located at 1 Kennedy Plaza Utica, New York and the Rome Police Department and the City of Rome, NY, a municipal corporation with its office located at 198 N. Washington St., Rome, New York. The parties are sometimes referred to as a "local government" or collectively as "local governments".

**RECITALS**

**WHEREAS**, Section 119-o of the General Municipal Law (GML) permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

**WHEREAS**, §119-n(c) and § 119-o GML further provide that municipal corporations that enter into such agreements for a joint service may extend the appropriate territorial jurisdiction of the participants necessary to fulfill said service, and personnel assigned to a joint service shall possess the same powers, duties, immunities and privileges they would ordinarily possess if they performed them in the area where they are employed; and

**WHEREAS**, the City of Utica and the City of Rome are all located entirely within the County of Oneida with all of the jurisdictions employing their own full-time police departments which currently provide police service exclusively to their own respective jurisdictions; and

**WHEREAS**, the parties have determined that it is in the best interests of the respective communities and of mutual advantage to enter into this Agreement for the provision of interagency law enforcement services on a day-to-day basis;

**NOW THEREFORE**, pursuant to the above considerations and the covenants and mutual benefits herein expressed, the parties agree as follows:

**ARTICLE ONE**

**Purpose of the Agreement**

The purpose of this Agreement is to:

1. Formalize the relationship between the local governments and their police departments and enhance and define the scope of the inter-agency cooperation;
2. Eliminate the need to follow the formal procedure set forth in GML §209-m to request

- assistance from the other party in the form of personnel and or equipment;
3. Provide for more efficient utilization of law enforcement resources and services, including public safety dispatch services and animal control services;
  4. Provide for enhanced effectiveness of response to requests to handle and resolve law enforcement intervention situations;
  5. To ensure an adequate number of trained and equipped law enforcement officers to handle and resolve emergencies, disaster, and violent situations; as well as routine law enforcement services which cannot be met with the resources of one of the parties to this Agreement;
  6. Provide for the development of joint policies, procedures and use of training exercises or programs where skills, knowledge, procedures and expertise are shared with each other's department and personnel; and
  7. Provide for the possibility of obtaining and maintaining shared equipment.

## **ARTICLE TWO**

### **Scope of Agreement**

Inter-jurisdictional law enforcement service and assistance (mutual aid) may be provided among the local governments during those times of both:

1. Emergency, and
  2. Routine law enforcement work of a non-emergency nature to fulfill a mutual aid request.
- Examples of this type of situation would include but not be limited to:
- Temporary assignment of law enforcement officers and/or equipment of one party to the other for patrol purposes and response to calls for service where the officers and/or equipment of the party requesting assistance may be unavailable due to prior calls for service;
  - Response of officer(s) of one party into the other party's jurisdiction to provide backup for officers on or responding to calls which would require a two-officer response, and only one officer of the requesting party is available;
  - Response of officer(s) of one party into the other party's jurisdiction to provide a specialized function or service in which officers of the responding police department are uniquely trained and/or equipped for (i.e. conductive energy device deployment, tactical team deployment, K9, mobile field force, forensic response)
  - Temporary assignment of public safety dispatchers of one local government to another for purposes of assisting in receiving and dispatching of calls for service;
  - Temporary assignment of dog control and/or animal control officers of one local government to another should their officer be unavailable due to prior calls for service or inability to respond;



- Conducting joint investigations and executions of warrants; Conducting joint fatal and serious physical injury motor vehicle accidents and maintaining a multi-jurisdictional investigative team and on call list;
- Developing and maintaining a multi-jurisdictional forensic crime scene response team and on call list;
- Conducting joint responses to high-risk tactical incidents and maintaining a multiple agency tactical team;
- Conducting joint investigations into the operation of motor vehicles while under the influence of drugs utilizing trained Drug Recognition Experts from the various local governments and maintaining a rotating on-call list;
- Conducting joint training.
- Development of policies and procedures for multiple agency teams. In the case of a joint tactical team, rules and regulations shall be established providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency.
- With the goal to pursue consistency in response and possible joint accreditation; and
- Sharing of all categories and types of equipment and facilities.

It is not the intent of this Agreement to circumvent any collective bargaining agreements in place within either jurisdiction in regards to staffing and payment of overtime to cover shift shortages. Rather it is the intent of this Agreement to maximize the effectiveness, efficiency and safety of the officers and personnel of all of the local governments while working their pre-scheduled shift with the exception of pre-established on-call specialized investigative teams.

### **ARTICLE THREE**

#### **Power and Authorization**

Each party authorizes the officers working at the time mutual aid is needed to request temporary assistance from the other party. This request should come from the supervisor or officer in charge of the shift of the requesting agency at the time, whenever possible. Any request for assistance that is pre-planned and/or will be of longer duration (i.e. training, large scale preplanned events) should come through the respective Police Chief, Sheriff, or their designee. The judgment of the officer authorized under this Agreement of each municipality rendering aid as to the amount of personnel, supplies and equipment available shall be final.

1. The obligation to render mutual aid is strictly voluntary in nature. It does not place any of the local governments under any obligation to respond to a request for mutual aid or assistance of the other party that it is unable or unwilling to honor. Such law enforcement aid may be provided on an actual or standby basis.
2. Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the

responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.

3. Pursuant to sections §119-n(c) and § 119-o GML, officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

#### **ARTICLE FOUR**

##### **Control of Personnel and Equipment**

The officer in charge of the requesting party shall be in command of the operation(s) under which the equipment and personnel sent by the responding party shall serve; provided, that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding party, if more than one officer responds. Command, however, may be relinquished to a ranking or senior officer of the party rendering assistance under the terms of this Agreement.

Further, each party authorizes the respective Police Chiefs, Sheriff, or their designee, to prearrange training exercises and programs, as well as temporary assignment of officers and/or equipment to another law enforcement agency for training or investigatory purposes.

#### **ARTICLE FIVE**

##### **Compensation and Expenses**

All individuals shall retain all of their pension, disability, contractual and compensation rights (including workers' compensation and GML 207-C benefits) while performing duties in accordance with this Agreement. All salaries, legal and contractual benefits, and other personnel costs together with equipment and supply costs will be the responsibility of the respective local government employing the officer.

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding party's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, GML 207-C benefits, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement. The terms of this provision may be altered if agreed to separately by the parties Police Chief's, Sheriff, and respective municipal board.

#### **ARTICLE SIX**

##### **Liability and Indemnification**

Neither party shall incur any liability or responsibility for the failure to respond to any request

for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of any mutual aid operations.

All immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering aid under this Agreement outside of its boundaries unless otherwise provided by law. All the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by local governments which are parties to this Agreement have in their own jurisdictions shall be effective in the jurisdiction in which they are giving aid unless otherwise provided by law or this Agreement.

## **ARTICLE SEVEN**

### **Rules and Regulations**

The Sheriff and the Police Chiefs of the local governments shall establish uniform rules and regulations for requesting and rendering mutual aid as necessary and appropriate to implement this Agreement. Vehicles, firearms, equipment and apparatus furnished in or for mutual aid shall be operated by personnel trained in the proper use of same.

It is understood that under no circumstance will privately owned vehicles or equipment be utilized in providing mutual aid unless commandeered or authorized by the commanding officer of the local government receiving aid, with the exception of individual officer equipment that is authorized by the employing agency.

## **ARTICLE EIGHT**

### **Cooperation and Line of Duty Death or Injury**

In the event a mutual aid or assistance situation results in an officer-involved shooting, accidental injury or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

The Police Chiefs and Sheriff will fully communicate, consult and cooperate with each other to ensure that a thorough, efficient and effective investigation or review is conducted and that

unnecessary duplication is avoided. The results of such investigation shall be shared with each local government.

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this Agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

## **ARTICLE NINE**

### **Approval, Modification and Termination.**

This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.

This Agreement may be changed, modified or amended by written Agreement of the participants, subject to the requirements of the first paragraph of this Article.

This Agreement may be terminated at any time by passage of a resolution terminating same by the governing board of a party to the Agreement. A copy of the resolution shall be promptly filed with the Clerk of each local government following its passage. However, obligations previously incurred are not extinguished by the termination of the Agreement.

This agreement shall terminate on December 31, 2030. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 2031. [Intermunicipal agreements may be in effect for up to five years §119-n (2) (j)]

## **ARTICLE TEN**

### **Miscellaneous**

This Agreement constitutes the entire Agreement between the parties and cannot be modified or amended except by written Agreement of the parties pursuant to Article Nine, above.

The laws of the State of New York shall govern this Agreement.

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed

an original.

For the purposes of this Agreement, when involved in routine law enforcement work of a nonemergency nature, temporary assignments and training exercises, the law enforcement agency from which the equipment is assigned, or which is providing the training, or which is sponsoring the training exercise shall be deemed the assisting local government.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date and year written above.

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

Mark Williams, Chief of Police  
City of Utica Police Department

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

Michael Galime, Mayor  
City of Utica

STATE OF NEW YORK

COUNTY OF ONEIDA

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of

Appointed in \_\_\_\_\_ County

My Commission Expires:

\_\_\_\_\_

Notary Public

\_\_\_\_\_

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

Kevin James, Chief of Police

City of Rome Police Department

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

Jeffery Lanigan, Mayor

City of Rome

STATE OF NEW YORK

COUNTY OF ONEIDA

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of

Appointed in \_\_\_\_\_ County

My Commission Expires:

\_\_\_\_\_

Notary Public

\_\_\_\_\_

**RESOLUTION NO. 83**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE DISCOVERY GRANT FOR ENHANCEMENT OF LAW ENFORCEMENT DISCOVERY UNIT PROCESS (\$40,000.00).**

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

WHEREAS, Kevin James, Police Chief of the City of Rome, has requested that the City of Rome accept a grant award from the Oneida County District Attorney's Office to be used for the enhancement of law enforcement discovery process, for an amount not to exceed \$40,000.00; 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 accept a grant award from the Oneida County District Attorney's Office for enhancement of the law enforcement discovery process, for an amount not to exceed \$40,000.00. 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, that if 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 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 \_\_\_\_



**RESOLUTION NO. 84**

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT FUNDING  
FROM NASCENTIA HEALTH, INC. FOR THE POTTER ROAD UTILITY EXTENSIONS PROJECT  
(\$105,870.00).**

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

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has requested that the City of Rome accept funding from Nascentia Health, Inc. for the Potter Road Utility Extensions Project, in the total amount of \$105,870.00, pursuant to a cost sharing agreement executed in March of 2025; 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 accept said funding. Funding for said project is as follows:

**Project total: 423,480.00**

**ARPA funds: \$317,610.00**

**Nascentia Health, Inc. contribution: 105,870.00**

**-HWAH (Water): \$54,427.44**

**-HSAH (Sewer): \$51,442.56**

; and

BE IT FURTHER RESOLVED, City Treasurer Brian Adams be and is hereby authorized to make changes to the necessary accounts in order to accept and expend said funding; and

BE IT FURTHER RESOLVED, the approved uses for funding 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 \_\_\_\_

## AGREEMENT

THIS AGREEMENT, entered into on this 24 day of March, 2025, between the **CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "**CITY**" and **NASCENTIA HEALTH, INC.**, a corporation organized and existing under the laws of the State of New York, with a principal place of business at 1050 Genesee St, Syracuse, New York 13204, hereinafter referred to as "**NHI**".

WHEREAS, the Board of Estimate and Contract adopted Resolution No. 216 on September 26, 2024, authorizing the City of Rome to enter into an agreement with Marcellus Construction Company, Inc., for RFB-2024-026 Potter Road Infrastructure Extensions at an amount not to exceed \$423,480.00; and

WHEREAS, **CITY** and **NHI** have negotiated cost sharing for the above-mentioned project, which estimated costs of improvements at Four Hundred Twenty-Three Thousand, Four Hundred Eighty and 00/100 Dollars (\$423,480.00). Based on this estimate, **CITY** agreed to pay an amount not to exceed Three Hundred Seventeen Thousand, Six Hundred Ten and 00/100 Dollars (\$317,610.00), representing seventy-five percent (75%) of the cost of the project, and **NHI** agreed to pay an amount not to exceed One Hundred Five Thousand, Eight Hundred Seventy and 00/100 Dollars (\$105,870.00), representing twenty-five percent (25%) of the cost of the project; and

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, **CITY** and **NHI** agree as follows:

### 1. SERVICES TO BE PERFORMED

Marcellus Construction Company, Inc. shall perform services relative to the Potter Road Utility Extension Project with **NHI** and **CITY** sharing the cost.

### 2. AGREEMENT SUM AND PAYMENT

**CITY** agrees to pay an amount not to exceed Three Hundred Seventeen Thousand, Six Hundred Ten and 00/100 Dollars (\$317,610.00), representing seventy-five percent (75%) of the cost of the project, and **NHI** agreed to pay an amount not to exceed One Hundred Five Thousand, Eight Hundred Seventy and 00/100 Dollars (\$105,870.00), representing twenty-five percent (25%) of the cost of the project, for a total amount not to exceed Four Hundred Twenty-Three Thousand, Four Hundred Eighty and 00/100 Dollars (\$423,480.00).

### 3. TIME OF COMMENCEMENT AND COMPLETION

Unless terminated sooner pursuant to Section 11 herein, this Agreement shall commence upon execution by both parties and shall expire upon completion of all work required

hereunder.

4. **CHANGES IN THE WORK**

**CITY** shall have the authority to unilaterally order minor changes in the work, as long as the minor change is not inconsistent with the intent of the specifications. Said authority shall include the authority to order a change in the scope of the work that may result in an adjustment in the Agreement sum resulting in a credit or a charge to **CITY**, or to an adjustment in the contract time. No changes in the work covered by the Agreement shall be done or made by **NHI** without the written authorization of **CITY**.

5. **SCHEDULE**

**NHI** understands that prompt and ready completion of the services delineated under this Agreement is required by **CITY** in order to meet its schedules and commitments and that time is of the essence to this Agreement. **NHI** shall immediately notify the **CITY** in writing of any difficulty in complying with requirements of this Agreement. **CITY** may require **NHI** to demonstrate an alternative means of recovering the anticipated or actual delay in contract performance, when requested by **CITY**.

6. **LIABILITY/INDEMNIFICATION**

**NHI** agrees that **CITY** is to be exempt from any and all liability for any damage, personal injury or death to the person or property of **NHI**, including **NHI'S** agents, servants, employees and business invitees, unless said damage, personal injury or death to person(s) or property is caused by the negligence of **CITY**.

To the fullest extent permitted by applicable law, **NHI** agrees that it shall indemnify, defend and hold harmless **CITY** from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from personal injuries or death to persons, property damage, and for anything and everything whatsoever arising from or out of the work of **NHI** and its agents, servants or employees, and from any loss or damage arising from the negligent acts or failure to act or any default or negligence by **NHI** or failure on the part of **NHI** to comply with any of the covenants, terms or conditions of this Agreement.

To the fullest extent permitted by applicable law, **CITY** agrees that it shall indemnify, defend and hold harmless **NHI** from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from personal injuries or death to persons, property damage, and for anything and everything whatsoever arising from or out of the work of **CITY** and its agents, servants or employees, and from any loss or damage arising from the negligent acts or failure to act or any default or negligence by **CITY** or failure on the part of **CITY** to comply with any of the covenants, terms or conditions of this Agreement.

## AGREEMENT

**THIS AGREEMENT**, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, between the **CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at Rome City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "**CITY**" and **NASCENTIA HEALTH, INC.**, a corporation organized and existing under the laws of the State of New York, with a principal place of business at 1050 Genesee St, Syracuse, New York 13204, hereinafter referred to as "**NHI**".

WHEREAS, the Board of Estimate and Contract adopted Resolution No. 216 on September 26, 2024, authorizing the City of Rome to enter into an agreement with Marcellus Construction Company, Inc., for RFB-2024-026 Potter Road Infrastructure Extensions at an amount not to exceed \$423,480.00; and

WHEREAS, **CITY** and **NHI** have negotiated cost sharing for the above-mentioned project, which estimated costs of improvements at Four Hundred Twenty-Three Thousand, Four Hundred Eighty and 00/100 Dollars (\$423,480.00). Based on this estimate, **NHI** agreed to pay an amount not to exceed Three Hundred Seventeen Thousand, Six Hundred Ten and 00/100 Dollars (\$317,610.00), representing seventy-five percent (75%) of the cost of the project, and **CITY** agreed to pay an amount not to exceed One Hundred Five Thousand, Eight Hundred Seventy and 00/100 Dollars (\$105,870.00), representing twenty-five percent (25%) of the cost of the project; and

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, **CITY** and **NHI** agree as follows:

### 1. SERVICES TO BE PERFORMED

Marcellus Construction Company, Inc. shall perform services relative to the Potter Road Utility Extension Project with **NHI** and **CITY** sharing the cost.

### 2. AGREEMENT SUM AND PAYMENT

**NHI** agrees to pay an amount not to exceed Three Hundred Seventeen Thousand, Six Hundred Ten and 00/100 Dollars (\$317,610.00), representing seventy-five percent (75%) of the cost of the project, and **CITY** agreed to pay an amount not to exceed One Hundred Five Thousand, Eight Hundred Seventy and 00/100 Dollars (\$105,870.00), representing twenty-five percent (25%) of the cost of the project, for a total amount not to exceed Four Hundred Twenty-Three Thousand, Four Hundred Eighty and 00/100 Dollars (\$423,480.00).

### 3. TIME OF COMMENCEMENT AND COMPLETION

Unless terminated sooner pursuant to Section 11 herein, this Agreement shall commence upon execution by both parties and shall expire upon completion of all work required

hereunder.

4. **CHANGES IN THE WORK**

**CITY** shall have the authority to unilaterally order minor changes in the work, as long as the minor change is not inconsistent with the intent of the specifications. Said authority shall include the authority to order a change in the scope of the work that may result in an adjustment in the Agreement sum resulting in a credit or a charge to **CITY**, or to an adjustment in the contract time. No changes in the work covered by the Agreement shall be done or made by **NHI** without the written authorization of **CITY**.

5. **SCHEDULE**

**NHI** understands that prompt and ready completion of the services delineated under this Agreement is required by **CITY** in order to meet its schedules and commitments and that time is of the essence to this Agreement. **NHI** shall immediately notify the **CITY** in writing of any difficulty in complying with requirements of this Agreement. **CITY** may require **NHI** to demonstrate an alternative means of recovering the anticipated or actual delay in contract performance, when requested by **CITY**.

6. **LIABILITY/INDEMNIFICATION**

**NHI** agrees that **CITY** is to be exempt from any and all liability for any damage, personal injury or death to the person or property of **NHI**, including **NHI'S** agents, servants, employees and business invitees, unless said damage, personal injury or death to person(s) or property is caused by the negligence of **CITY**.

To the fullest extent permitted by applicable law, **NHI** agrees that it shall indemnify, defend and hold harmless **CITY** from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from personal injuries or death to persons, property damage, and for anything and everything whatsoever arising from or out of the work of **NHI** and its agents, servants or employees, and from any loss or damage arising from the negligent acts or failure to act or any default or negligence by **NHI** or failure on the part of **NHI** to comply with any of the covenants, terms or conditions of this Agreement.

To the fullest extent permitted by applicable law, **CITY** agrees that it shall indemnify, defend and hold harmless **NHI** from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from personal injuries or death to persons, property damage, and for anything and everything whatsoever arising from or out of the work of **CITY** and its agents, servants or employees, and from any loss or damage arising from the negligent acts or failure to act or any default or negligence by **CITY** or failure on the part of **CITY** to comply with any of the covenants, terms or conditions of this Agreement.



7. **NYS INFORMATION SECURITY BREACH AND NOTIFICATION ACT**

**NHI** agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). **NHI** shall be liable for the costs, fees and/or penalties associated with any breach of these provisions if caused by the negligent or willful acts or omissions of **NHI** or its agents, officers, employees or subcontractors.

8. **IMPOSSIBILITY**

In case the property for which services have been requested by the **CITY**, or any part thereof, shall be destroyed or damaged by fire or other natural disasters, including flooding, wind, etc., or by acts of vandalism, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement impossible, neither party shall in any case be held liable or responsible to the other party for any damage caused thereby nor be

9. **TERMINATION**

**CITY** and **NHI** may, on ten (10) days written notice to the other party, terminate this Agreement before the expiration date hereof, and without prejudice to any other remedy available to said party, when the other party defaults in the performance of any provision herein, or fails to perform any material condition of this Agreement. Either party may correct the breach/default within said time period, and, upon correction of the breach/default, this Agreement will remain in effect until the termination hereunder.

**CITY** may, in its sole discretion and on ten (10) days prior written notice to **NHI**, terminate this Agreement without cause before the termination date hereof. Termination of this Agreement by the **CITY** pursuant to this provision shall not be construed as a breach of this Agreement and **CITY** shall not be liable for any economic, consequential, special or punitive damages resulting from such a termination. Notwithstanding the foregoing, **NHI** shall be entitled to receive compensation for services performed up to the date of notice of termination is received by **NHI**.

10. **NOTICE**

Any notice required or permitted to be given hereunder shall be deemed properly given at the time it is personally delivered or mailed, properly addressed and postpaid, to the address specified below, or to such other address as may be specified in writing:

The City of Rome, New York  
Attention: Joseph Guiliano  
Department of Public Works  
198 N. Washington Street  
Rome, New York 13440

Nascentia Health, Inc.  
1050 Genesee Street  
Syracuse, New York 13204

11. **WAIVER**

Any waiver by any of the parties of any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provisions.

12. **ASSIGNMENT**

No assignment by any of the parties to this Agreement of any rights, including rights to moneys due or to become due under this Agreement, or delegation of any duties under this Agreement shall be binding upon the parties until such party's consent has been obtained.

13. **PARTIAL INVALIDITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

14. **MODIFICATION**

Oral statements and understandings are not valid or binding, and neither this Agreement nor any order shall be changed or modified except by a writing signed by all parties.

15. **COMPLIANCE WITH LAWS**

In performing under this Agreement, all applicable governmental laws, regulation, orders and other rules of duly constituted authority shall be followed and complied with in all respects by all parties.

16. **GOVERNING LAWS**

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action or proceeding commenced hereunder shall be commenced in the State or Federal court of appropriate jurisdiction with venue in Oneida County.

17. **HEADINGS**

Headings used under this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

18. **ADDITIONAL PROVISIONS**

This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement, including any statements in referenced exhibits or attachments that may be in conflict with the statements herein.

All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

19. **ATTORNEY'S FEES**

Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees and fees on any appeal.

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

THE CITY OF ROME, NEW YORK

BY: 

JEFFREY M. LANIGAN, MAYOR

  
APPROVED MAR 20 2025

Approved as to form  
City of Rome, New York

NASCENTIA HEALTH, INC.

BY: 

NAME: Cheryl Manna

TITLE: Chief Operating Officer



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

On the 24 day of March, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jeffrey M. Lanigan**, and did depose and say that he is the **Mayor** of Rome, New York, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.



Notary Public

Zachary D. Thomann  
Notary Public in the State of New York  
No. 01TH6424132  
Qualified in Oneida County  
My Commission Expires October 25, 2025

STATE OF NEW YORK )  
COUNTY OF Onondaga ss.:

On the 12<sup>th</sup> day of March, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Cheryl Manna, and did depose and say that s/he is the Chief Operating Officer of **Nascentia Health, Inc.**, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.




Notary Public

LEE E SHAW  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SH6210145  
Qualified in Onondaga County  
My Commission Expires August 10, 2025

**PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.**

**THE CITY OF ROME, NEW YORK**

**BY:**

A handwritten signature in dark ink, appearing to read "Gerard F. Feeney", is written over a horizontal line.

**GERARD F. FEENEY  
CORPORATION COUNSEL**

**RESOLUTION NO. 85****HOME RULE RESOLUTION REQUESTING STATE LEGISLATION TO AUTHORIZE THE TRANSFER OF  
ROME POLICE DEPARTMENT SERGEANT SCOTT HOAG FROM RETIREMENT PLAN 375-I TO  
PLAN 384-D UNDER THE RETIREMENT AND SOCIAL SECURITY LAW BY ADOPTION OF  
ASSEMBLY BILL A.8489 AND SENATE BILL S.8088.**

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

WHEREAS, Sergeant Scott Hoag is a current member of the Rome Police Department and was placed in the New York State Retirement and Social Security Law Section 375-i retirement plan in error at the time of his hiring; and

WHEREAS, it is the intent of the Mayor and the Common Council of the City of Rome to correct this administrative error and provide Sergeant Scott Hoag with the same retirement benefits afforded to his fellow officers under Section 384-d; and

WHEREAS, the City of Rome is fully committed to bearing all costs associated with this correction, including an increase in annual retirement contributions and a one-time past service cost, as described herein; and

WHEREAS, and the City of Rome wishes to request official action of the state legislature through Section 40 of the Municipal Home Rule Law; and

WHEREAS, the City of Rome will submit a home rule request which supports Assembly Bill A.8489 and Senate Bill S.8088 to authorize the City to transfer Rome Police Department Sergeant Scott Hoag from retirement plan 375-i to plan 384-d under the Retirement and Social Security Law; and

BE IT RESOLVED, the City of Rome Common Council and Mayor of the City of Rome hereby request that the New York State Legislature enact Assembly Bill A.8489 and Senate Bill S.8088, titled "Authorizes Scott Hoag to receive certain credit under section 384-d of the retirement and social security law" which authorizes the City of Rome to adopt a local law transferring Rome Police Department Sergeant Scott Hoag from retirement plan 375-i to plan 384-d under the Retirement and Social Security Law; now, therefore,

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately, and that the Rome City Clerk is hereby directed to forward certified copies of this resolutions with a New York State Legislative Home Rule Request form to the City of Rome's legislative representatives Assemblywoman Marianne Buttenschon and New York State Senator Joseph A. Griffo for their consideration and appropriate action.

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

AYES & NAYS: Sparace \_\_ Mortise \_\_ Fazio \_\_ Smith \_\_ Anderson \_\_ Dursi \_\_ Sbaraglia \_\_

ADOPTED \_\_\_\_

DEFEATED \_\_\_\_

**RESOLUTION NO. 86**

**HOME RULE MESSAGE REQUESTING THE NEW YORK STATE LEGISLATURE TO AMEND THE TAX LAW IN RELATION TO AUTHORIZING THE CITY OF ROME TO ESTABLISH HOTEL AND MOTEL OCCUPANCY TAXES BY ADOPTION OF ASSEMBLY BILL A.8490-A AND SENATE BILL S.8155.**

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

WHEREAS, the Common Council finds that the implementation of a hotel and motel occupancy tax rate would benefit the City by providing additional revenues for the promotion of tourism, economic development, parks and recreation, youth engagement, and the critical infrastructure and capital improvements necessary to support those items; and

WHEREAS, the City of Rome wishes to request official action of the state legislature through Section 40 of the Municipal Home Rule Law; and

WHEREAS, the City of Rome will submit a home rule request which supports Assembly Bill A.8490-A and Senate Bill S.8155 to authorize the City to implement a hotel and motel occupancy tax rate of up to three percent (3%) of the per diem rental rate for each room; now therefore

BE IT RESOLVED, that the City of Rome Common Council and the Mayor of the City of Rome hereby requests that the New York State Legislature enact Assembly Bill A.8490-A and Senate Bill S.8155 titled "Authorizes occupancy taxes in the city of Utica and the city of Rome" which authorizes the City to adopt a local law to implement and renew the hotel and motel tax rate at a rate of up to three percent (3%) of the per-diem rental rate for each room; and

BE IT FURTHER RESOLVED, the Rome City Clerk is hereby directed to forward certified copies of this resolution with a New York State Legislative Home Rule Request form to the City of Rome's state legislative representatives Assemblywoman Marianne Buttenschon and New York State Senator Joseph A. Griffo.

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

AYES & NAYS: Sparace \_\_ Mortise \_\_ Fazio \_\_ Smith \_\_ Anderson \_\_ Dursi \_\_ Sbaraglia \_\_

ADOPTED \_\_\_\_

DEFEATED \_\_\_\_

**ORDINANCE NO. 9796**

**AUTHORIZING THE TEMPORARY REBATE INCREASE TO THE  
SIDEWALK REBATE PROGRAM FOR THE 2025 CALENDAR YEAR.**

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

WHEREAS, the Sidewalk Rebate Program was established in 2002, and was designed to be publically beneficial to the City of Rome and financially beneficial to City of Rome property owners; and

WHEREAS, Joseph Guiliano, Commissioner of the Department of Public Works for the City of Rome, New York, has requested authorization to temporarily increase the rebate for The Sidewalk Rebate Program for the 2025 calendar year, to reflect a \$10.00 per square foot rebate for approved qualifying sidewalks, as described under Chapter 58, Article III, of the City of Rome Code of Ordinances; now, therefore

BE IT ORDINANED, the Common Council of the City of Rome, New York hereby authorizes that the Sidewalk Rebate Program rebate shall reflect a temporary increase for the 2025 calendar year to \$10.00 per square foot rebate for approved qualifying sidewalks.

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. 9796.

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

AYES & NAYS: Sparace \_\_\_ Mortise \_\_\_ Fazio \_\_\_ Smith\_\_\_ Anderson\_\_\_ Dursi \_\_\_ Sbaraglia \_\_\_

ORDINANCE NO. 9796

AYES & NAYS: Sparace \_\_\_ Mortise \_\_\_ Fazio \_\_\_ Smith\_\_\_ Anderson\_\_\_ Dursi \_\_\_ Sbaraglia \_\_\_

ADOPTED \_\_\_\_

DEFEATED \_\_\_\_

**ORDINANCE NO. 9797**

**AUTHORIZING THE MAYOR TO EXECUTE A PERMANENT EASEMENT AGREEMENT WITH THE TOWN OF LEE (TAX MAP NO. 171.001-1-5.1 & 171.001-1-5.3) (\$1.00).**

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

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has requested authorization to grant a permanent easement at Tax Map No. 171.001-1-5.1 & 171.001-1-5.3 to the Town of Lee, New York, for an amount not to exceed \$1.00; now, therefore

BE IT ORDAINED, that the Mayor of the City of Rome be and is hereby authorized to enter into an Easement Agreement approved by the Corporation Counsel, for purposes of the grant of a permanent easement at Tax Map No. 171.001-1-5.1 & 171.001-1-5.3 to the Town of Lee, New York, in an amount not to exceed \$1.00.

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. 9797.

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

AYES & NAYS: Sparace \_\_\_ Mortise \_\_\_ Fazio \_\_\_ Smith\_\_\_ Anderson\_\_\_ Dursi \_\_\_ Sbaraglia \_\_\_

ORDINANCE NO. 9797

AYES & NAYS: Sparace \_\_\_ Mortise \_\_\_ Fazio \_\_\_ Smith\_\_\_ Anderson\_\_\_ Dursi \_\_\_ Sbaraglia \_\_\_

ADOPTED \_\_\_\_

DEFEATED \_\_\_\_

## EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made the \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty Five,

### BETWEEN:

**THE CITY OF ROME, NEW YORK**, a municipal corporation within the County of Oneida and State of New York, with a principal place of business at 198 N. Washington Street, City Hall, Rome, New York 13440,

party of the first part,

**THE TOWN OF LEE, NEW YORK**, a municipal corporation within the County of Oneida and State of New York, with a principal place of business at 5808 Stokes Lee Center Road, Town Hall, Lee Center, New York 13363,

Party of the second part,

### WITNESSETH:

**THAT** the party of the first part, in consideration of the sum of One Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration, to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE** to the said party of the second part, a permanent easement and right-of-way of record in, under and along the premises described as Tax Map Parcels Nos. 171.001-1-5.1 and 171.001-1-5.3 as shown on Exhibit A (Map) and Exhibit B (Description) attached hereto, for the purpose of constructing, maintaining, using, operating, repairing and replacing a 12-inch diameter water main and appurtenances, water service, restoration and installing erosion control improvements; to make the required excavations therefor upon, over or across said land; together with right of the party of the second part, its officers, employees, agents, servants or contractors, of ingress and egress to enter upon and along the said referenced parcel of land for the full and complete use of the permanent easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes hereinbefore specified.

To have and to hold the said easement and right-of-way unto the Town and its successors and assigns forever.

The party of the second part covenants that it will only enter upon the subject property when reasonably necessary for the purposes set forth herein. The party of the second part further covenants that, in the event it needs to access the property in order to do work on the water main and/or related equipment, the party of the second part will at all times use its best efforts to restore said property to the state it was in before the party of the second part entered on to it. The party of the first part hereby releases the Town from any claims for trespass or damages associated with the exercise of its rights hereunder, provided that the Town acts in accordance with the terms of this agreement.

The party of the first part covenants that he, his heirs, executors, successors and/or assigns shall not construct any permanent structure within the bounds of the easement and shall never block, barricade, fence or in any other way hinder or obstruct the lawful access to the water main and related equipment by the party of the second part.

The party of the first part hereby covenants with the Town that they are lawfully seized and possessed of the real property above described, that they have a good and lawful right to convey it, and any part thereof, including the right conveyed by this instrument, and that they will forever warrant and defend the title thereto against the claims of all persons whomsoever.

If more than one person joins in the execution of this Easement or if the grantor be of the masculine/feminine sex or be a corporation, the relative words herein shall read as if written in the plural number, or in the masculine/feminine or neuter gender, as the case may be; and if more than one party joins in the execution of this instrument, the covenants and agreements hereof shall be their joint and several obligations.

City of Rome

Notary Public

Evan Rossi, Esq.  
Rossi & Rossi  
Attorney at Law, PLLC  
587 Main Street, Suite 302  
New York Mills, New York  
13417





Northeast Corner  
The City of Rome  
Liber 640 / Page 25

Centerline  
Stokes-Lee Center Road

Edge of Pavement  
Whiteline

Centerline

Whiteline

Edge of Pavement

Stokes Lee Center Road

Approximate Location Gas Line

Proposed Easement  
0.15± Acre

Asphalt Driveway

Parcel Line

12.0'

24.0'

60.0'

4.0' CMP

S 85°15'00" E  
38.55'

S 85°38'14" E 56.00'

S 33°04'50" E 73.57'

N 85°38'14" W 116.75'

N 17°08'05" W 64.77'

Metal Fence

Guy Wire

Metal Fence

217.0' (208.31 Deed)

Point of Beginning

Town of Lee  
(Now or Formerly)  
Liber 1902 / Page 317  
S.B.L. 171.001-1-52

John R. & Eleanor M. Griffiths  
(Now or Formerly)  
Liber 1967 / Page 97  
P.O. S.B.L. 171.001-1-51

### Legend:

- Existing Utility Pole
- Overhead Utility Line

Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's Seal is a violation of the State Education Law.

It is a violation of the State Education Law for any person, unless acting under the direction of a licensed land surveyor, to alter in any way,

File No. 24-174

Boundary Survey Portion Lands of

The City of Rome

Stokes - Lee Center Road

Being Part of Fonda's Patent

Town of Lee - Oneida County - New York

Dated: January 8, 2025

Revised:

Scale: 1" = 20 Ft.

Drawn By: MK

Checked By: JM

Moore Land Surveying, P.C.

1721 Black River Boulevard

Rome, New York 13440

Office: 315-536-9480

Fax: 315-629-5429



It is hereby certified that this is a correct map made from an actual field survey

Jeffrey D. Moore, L.S. #051016

### Deed Reference

Edward J. Smith  
To

The City of Rome

Warranty Deed - Dated: March 1908

Liber 640 / Page 25

S.B.L. 171.001-1-5.3

### Deed Reference

Howard J. Peters & Alma E. Peters  
To

The City of Rome

Deed - Dated: July 31, 1935

Liber 955 / Page 418

S.B.L. 171.001-1-5.1

Exhibit A

## **Exhibit B**

**Moore Land Surveying, P.C.**  
**1721 Black River Boulevard**  
**Rome, NY 13440**  
**(315) 336-9480**

January 8, 2025

*Proposed description portion of the lands of  
The City of Rome*

### **Proposed Easement**

*All that tract or parcel of land being part of Fonda Patent and situate in the Town of Lee, County of Oneida and State of New York, bounded and described as follows:*

*Beginning at a point standing on the centerline of Stokes-Lee Center Road (Highway Leading from Stokes to Lee Center); said point standing at the intersection of the centerline of Stokes-Lee Center Road with the westerly boundary of The Town of Lee (Now or Formerly) as described in a warranty deed – dated: October 2, 1969 and filed in the Oneida County Clerk's Office in Liber 1902 of Deeds at Page 317;*

*Thence S33°04'50"W 75.57 feet along the westerly boundary of The Town of Lee to a point;*

*Thence N85°38'14"W 116.75 feet to a point;*

*Thence N17°08'05"W 64.77 feet to a point standing on the centerline of Stokes-Lee Center Road;*

*Thence S85°15'00"E 38.55 feet along the centerline of Stokes-Lee Center Road to a point;*

*Thence S85°38'14"E 56.00 feet continuing along the centerline of Stokes-Lee Center Road to the point and place of beginning.*

*The above described easement containing 0.15 acre of land more or less, as surveyed by Moore Land Surveying, P.C..*

*Subject to the rights of the public to that portion of the above described premises lying within the bounds of Stokes-Lee Center Road;*

*Also subject to any other easements, covenants or restrictions of record.*



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

**Combined Real Estate Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A – Information relating to conveyance**

<b>Grantor/Transferor</b> <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Multi-member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input checked="" type="checkbox"/> mark an X if more than one grantor) The City of Rome, New York			Social Security number (SSN)	
	Mailing address 198 N. Washington Street			SSN	
	City Rome	State NY	ZIP code 13440	Employer Identification Number (EIN) 15-6000414	
	Single member's name if grantor is a single member LLC (see instructions)			Single member EIN or SSN	
	<b>Grantee/Transferee</b> <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Multi-member LLC <input checked="" type="checkbox"/> Other			Name (if individual, last, first, middle initial) ( <input type="checkbox"/> mark an X if more than one grantee) The Town of Lee, New York	
Mailing address 5808 Stokes Lee Center Road			SSN		
City Lee Center			State NY	ZIP code 13363	EIN
Single member's name if grantee is a single member LLC (see instructions)			Single member EIN or SSN		

## Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village <b>Lee (Town)</b>	County <b>Oneida</b>
171.001-1-5.1 and 171.001-1-5.3		Vacant	Rome (City)	Oneida

## Type of property conveyed (mark an X in applicable box)

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance month day year 2025	Percentage of real property conveyed which is residential real property 100 % (see instructions)
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building		
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling		
4 <input type="checkbox"/> Vacant land	9 <input checked="" type="checkbox"/> Other <b>Easement/ROW</b>		
5 <input type="checkbox"/> Commercial/industrial			

Condition of conveyance  
(mark an X in all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input checked="" type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <b>Easement/ROW</b>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$		
	Schedule B, Part 2 \$		



**Schedule B – Real estate transfer tax return** (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ..... ☒ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.		1	00
2.			
3.		1	00
4.		0	00
5.			
6.		0	00

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part 1, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☒
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ..... k ☐

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate** (Tax Law Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**This is to certify that: *(mark an X in the appropriate box)*

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e ☐ Other *(attach detailed explanation)*.
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

_____ Grantor signature	_____ Title	<div style="border: 1px solid red; padding: 5px; margin: 0 auto; width: 80%;"> <b>The Town of Lee, New York</b> </div> <div style="border: 1px solid red; padding: 5px; margin: 5px auto; width: 80%;"> <b>Evan Rossi, Esq.</b>  <b>Town Counsel</b> </div>	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.



**If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.**

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an **X** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each nonresident transferor/seller who qualifies** under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor/s/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date