

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

John A. Reilly
5th Ward

Riccardo D. Dursi, Jr.
6th Ward

David E. Sbaraglia
7th Ward

Eric Seelig
City Clerk

COMMON COUNCIL MEETING
REGULAR SESSION

Proceedings submitted by Eric Seelig, City Clerk

APRIL 8, 2026
7:00 P.M.

PRESENT: Sparace, Mortise, Smith, Reilly, Sbaraglia
EXCUSED: Fazio, Dursi

Motion by Smith, seconded by Sbaraglia, that the reading of the minutes of the preceding session be dispensed with and that they be approved.

RESOLUTIONS

RES. NO. 53 RESOLUTION DETERMINING THAT THE PROPOSED RECONSTRUCTION AND
Adopted RESURFACING OF EXISTING CITY STREETS AND ROADS IS A TYPE II ACTION FOR
PURPOSES OF THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT.
Adams

RES. NO. 54 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A
Adopted MEMORANDUM OF UNDERSTANDING WITH THE ONEIDA COUNTY
STATEWIDE TARGETED REDUCTIONS IN INTIMATE PARTNER VIOLENCE
(STRIVE). **James**

ORDINANCES

ORD. NO. 9862 AUTHORIZING THE ISSUANCE OF \$3,800,000 BONDS OF THE CITY OF ROME,
Adopted ONEIDA COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF
VARIOUS ROADS. **Adams**

ORD. NO. 9863 AUTHORIZING AMENDMENT TO ORDINANCE NO. 9856 ADOPTED ON MARCH
Adopted 11, 2026. **Mortise**

Motion to adjourn by Smith, seconded by Mortise, and so ordered April 8, 2026.

RESOLUTION NO. 53

**RESOLUTION DETERMINING THAT THE PROPOSED
RECONSTRUCTION AND RESURFACING OF EXISTING CITY
STREETS AND ROADS IS A TYPE II ACTION FOR PURPOSES OF THE
NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT.**

By Councilor Mortise:

WHEREAS, the Common Council of the City of Rome, Oneida County, New York (the "City") is considering undertaking the reconstruction and resurfacing of various existing City streets and roads not involving the addition of new travel lanes (the "Project"); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations"), the Common Council desires to comply with the SEQR Act and the Regulations with respect to the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE COMMON COUNCIL OF THE CITY OF ROME, NEW YORK AS FOLLOWS:

1. The Project constitutes a "Type II Action" under Section 617.5(c)(5) of the Regulations, (repaving of existing highways not involving the addition of new travel lanes), and no further action under the SEQR Act and the Regulations is required.
2. This Resolution shall take effect immediately.

The foregoing Resolution was thereupon declared duly adopted.

Seconded by Councilor Reilly.

AYES: Sparace, Mortise, Smith, Reilly, Sbaraglia
NAYS: None
EXCUSED: Fazio, Dursi
ADOPTED: April 8, 2026

RESOLUTION NO. 54

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE ONEIDA COUNTY STATEWIDE TARGETED REDUCTIONS IN INTIMATE PARTNER VIOLENCE (STRIVE).

By Councilor Sparace:

WHEREAS, Kevin James, Chief of the City of Rome Police Department, has recommended that the City of Rome, New York, enter into a Memorandum of Understanding with the Oneida County Statewide Targeted Reductions in Intimate Partner Violence (STRIVE), for a period beginning on April 1, 2026 and expiring on March 31, 2027, pursuant to the terms described in the attached "Memorandum of Understanding", which is made part of this Resolution; 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 enter into a Memorandum of Understanding with the Oneida County Statewide Targeted Reductions in Intimate Partner Violence (STRIVE), for a period beginning on April 1, 2026 and expiring on March 31, 2027, pursuant to the terms described in the attached "Memorandum of Understanding", which is made part of this Resolution.

Seconded by Councilor Sbaraglia.

AYES: Sparace, Mortise, Smith, Reilly, Sbaraglia
NAYS: None
EXCUSED: Fazio, Dursi
ADOPTED: April 8, 2026

ONEIDA COUNTY
Statewide Targeted Reductions in Intimate Partner Violence
(STRIVE)

2026 - 2027

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Statewide Targeted Reductions in Intimate Partner Violence (STRIVE) initiative for Oneida County calls for a coordinated community response consisting of but not limited to the following participating agencies who have pledged their commitment to cooperation and collaboration for the purpose of reducing the occurrence of intimate partner violence (IPV) by engaging in nationally recognized models aimed at evidence based prevention, prediction, and response to the most dangerous cases of IPV, the partnering agencies being the Oneida County District Attorney's Office, the YWCA of the Mohawk Valley, the City of Utica Police Department, the Oneida County Sheriff's Office, the Oneida County Probation Department, the City of Rome Police Department and the New York State Department of Corrections and Community Supervision.

WHEREAS, under the STRIVE initiative the Oneida County STRIVE partners agree to the following:

- A. **STRIVE Partnership** - The parties listed above have agreed to participate and to work together as the STRIVE Partnership (hereinafter referred to as the "Partnership").
- B. **STRIVE Executive Board** – The partnership agrees to the formation of the STRIVE Executive Board consisting of three chairs: (1) the City of Utica Chief of Police, (2) the Oneida County District Attorney, (3) the Director of YWCA of the Mohawk Valley, (4) Oneida County Probation, (5) Oneida County Sheriff's Office, (6) City of Rome Police Department. All six chairs will serve as equal partners in developing the comprehensive plan to ensure the effective execution of the STRIVE initiative. Furthermore, the Executive Board agrees to meet quarterly to discuss implementation of the STRIVE comprehensive plan.
- C. **STRIVE Core Principals** – The partnership agrees to the adoption of the STRIVE core principals as stated below.
 - A Coordinated Community Response (CCR) to an intimate partner violence intervention should include a wide range of stakeholders to ensure a comprehensive approach. This network of support should encompass community-based domestic violence service providers, crime victims' services, and survivors who bring lived experience to inform the response.
 - Survivor-Centered, Trauma-Informed, and Culturally Responsive All interventions will focus on the needs of the survivor and utilize services that are both culturally responsive and trauma-informed.
 - Accountability for Offenders - All efforts must be focused on holding the

offender accountable for their behavior and for the consequences of their actions while prioritizing supporting victims and survivors of violence and abuse.

D. STRIVE Core Elements – The partnership agrees to the adoption of the STRIVE core elements as stated below.

- **People** - A comprehensive approach that involves identifying high-risk cases using local knowledge via robust problem analysis, lethality assessment tools, and crime analysis.
- **Alignment** - Intimate partner violence cuts across many services available through local, state, and federal governmental law enforcement, prosecution, probation, healthcare, social services, and domestic violence and crime victim service providers, etc. A needs assessment/community readiness assessment tool and system mapping should be utilized in an alignment analysis.
- **Evidence-Based Strategies** - Select and implement evidence-based models to prevent and respond to intimate partner violence effectively. These will include the Intimate Partner Violence Intervention (IPVI), the Danger Assessment for Law Enforcement (DA-LE), and the Domestic Violence High-Risk Team (DVHRT). Each strategy is explained in further detail later in the Guidance Document.
- **Engagement** - Community members and the programs that support intimate partner violence victims and survivors must have an active role in strategy selection and implementation.
- **Skilled and Supported Staff** - Staff delivering these interventions will be highly skilled and continuously supported. This will include training and technical assistance for each of the evidence-based approaches and other relevant topics.
- **Monitoring and Evaluation** - A robust monitoring and evaluation plan will be deployed, including tools that support implementation science. DCJS will support each site with personnel, including regional Field Advisors, who will provide guidance and facilitate training and technical assistance.

E. Domestic Violence High-Risk Team – the partnership agrees to implement the evidence-based strategy defined as the Domestic Violence High-Risk Team (DVHRT/DA-LE) model as described in the DCJS STRIVE guidance and training. The Domestic Violence High-Risk Team (DVHRT) Model is a nationally recognized domestic violence homicide prevention framework identified by the Department of Justice, Office on Violence Against Women as a “successful homicide reduction model.” With a goal of preventing intimate partner homicides and near-lethal assaults, the Jeanne Geiger Crisis Center has successfully replicated the Model in a variety of jurisdictions across the country, including NYS. The DVHRT Model consists of four core components: 1) early identification of the most dangerous cases through evidence-based risk assessment; 2) increased access to supportive services for high-risk victims; 3) increased offender monitoring and accountability, including the use of

evidence-based prosecutions where appropriate, and 4) a coordinated response to high-risk cases through a multi-disciplinary team.

F. Coordinated Community Response (CCR) - The partnership agrees to develop and participate in a Coordinated Community Response (CCR) to intimate partner violence intervention which will include a wide range of stakeholders to ensure a comprehensive approach. This network of support will encompass community-based domestic violence service providers, crime victims' services, and survivors who bring lived experience to inform the response. Additionally, law enforcement, district attorneys, and representatives from community corrections, probation, parole, and reentry services play vital roles. Courts and judges, corrections facilities, and social service agencies also contribute by supporting legal processes and providing essential services. Mayors, County Executives, community leaders, education systems, grassroots organizations, and cultural and religious agencies offer local insights and resources that align with the community's specific needs. Hospitals and other community health and wellness agencies can further bolster the response by addressing the physical and mental health needs of survivors. The CCR will conduct initial and periodic resource mapping to identify these stakeholders; describe the coordination efforts; and set clear expectations of each partner.

G. STRIVE Goals and Objectives – The Partnership agrees to the adoption of the following goals and objectives under the STRIVE initiative.

- **Goals of the Initiative;**

- Increased victim safety by developing various methods to increase safety; form social support mechanisms to public safety.
- Increased offender accountability. For example, by ensuring offenders face appropriate consequences including arrest, probation, or other consequences including referral to offender accountability programs, where appropriate and available.
- Decrease in violent IPV offenses.
- Decrease in IPV homicides.
- Development of coordinated community response.

- **Objectives of the Initiative;**

- Implement proactive safety measures and tailored intervention to protect victims and reduce the risk of harm.
- Establish and enforce robust accountability frameworks to ensure offenders face appropriate consequences for their actions.
- Deploy targeted prevention and intervention strategies aimed at reducing the frequency of IPV incidents.

- **Goals of the Initiative;**

- Enhance all partners knowledge, skills, and applications of evidence-

based IPV strategies, with a focus on victim-centered, trauma-informed, and culturally responsive approaches.

- **Objectives of the initiative;**

- Provide continuous training, technical assistance, checklists, guidance, and support to all partners and practitioners engaged in IPV.
- Enhance risk assessment protocols and early intervention strategies to prevent potential IPV-related homicides.
- Strengthening interagency collaboration through shared responsibilities, and consistent communication

H. Assessment Plan– The Partnership agrees to the adoption of an assessment plan during the first year of the STRIVE initiative to ensure that IPV reduction strategies are implemented effectively and achieve their intended impact.

This process includes following the SARA model, submission of responses to quarterly IAT and SAT to DCJS and will focus on the following:

- **Defining Expected Outcomes:** Establishing qualitative and quantitative measures to evaluate progress toward IPV reduction goals.
- **Implementation Fidelity:** Monitoring adherence to STRIVE’s model, ensuring that strategies are carried out as designed.
- **Continuous Improvement:** Conducting periodic reviews to identify opportunities for modification and enhancement.

THEREFORE, it is agreed that these concepts and strategies shall be developed and implemented under the auspices of the **STRIVE** initiative.

THEREFORE, the Partnership agrees to operate and work together as follows:

1. The Partnership will consist, at a minimum, of representatives from the following agencies and their respective roles:

A. Local Agencies:

- Oneida County District Attorney's Office (co-chair agency)** – The OCDA will provide prosecution services to the STRIVE program. These services will include aggressively pursuing felony charges and indictments, pursuing enhanced sentencing measures, including incarceration, when there is clear evidence of high-risk behaviors and a history of order of protection violations. Additionally, OCDA will expand the use of evidence-based prosecution strategies such as relying on police reports, medical records, witness statements, AXON camera footage, recorded suspect interviews, 911 calls and other corroborating evidence to build strong cases and to hold offenders accountable, even in cases where the victim is unable or unwilling to cooperate. All these services will be provided within the framework of our ethical obligation to pursue justice. Additionally, the Victim Assistance Program at the Oneida County District Attorney’s Office will

collaborate with YWCA of the Mohawk Valley to offer: Safety Planning – Developing personalized strategies to reduce risk and enhance security, Relocation Assistance – Providing support for safe housing transitions, assistance with the New York State Office of Victim Services (NYS OVS) applications, and financial support related to security system installations, security deposits, movers, rent payments, and transportation. All of these services are to enhance the physical and emotional safety of victims. The OCDA will co-chair the STRIVE Executive Board with the Utica Police Department, the Rome Police Department, the Oneida County Sheriff's Office, Oneida County Probation, and YWCA of the Mohawk Valley and agrees to meet at least quarterly with that board. The OCDA agrees to participate in a coordinated community response to IPV and will attend and participate in all community meetings.

- ii. **Utica Police Department (co-chair agency)** – the UPD will co-chair the STRIVE Executive Board with the Oneida County District Attorney's Office, the Oneida County Sheriff's Department, the Rome Police Department, Oneida County Probation, and YWCA of the Mohawk Valley and agrees to meet at least quarterly with that board. The UPD agrees to participate in a coordinated community response to IPV and will attend and participate in all community meetings. The UPD, along with the Partnership, will develop, coordinate and implement the DVHRT evidenced based strategy to prevent and solve IPV in Utica. The UPD utilizes a risk assessment tool (DA-LE) that UPD officers complete on all IP domestic incidents. The UPD will strive to obtain cooperation from other LE in Oneida County in regard to the use and completion of the DA-LE risk assessment tool (DA-LE) on all IP domestic incidents so that all DA-LE data obtained from IP domestic incidents can be forwarded to the STRIVE project coordinator. The UPD Criminal Investigations Division will follow up on all IPV domestic incidents meeting a prescribed risk assessment threshold ensuring the best possible case is available for prosecution. The UPD Training Division will conduct IPV and DVHRT training as prescribed by the DCJS guidance on STRIVE in a prioritized manner to all relevant personnel.
- iii. **YWCA of the Mohawk Valley (co-chair agency)** - during the grant planning phase, YWCA of the Mohawk Valley staff will participate in all planning meetings, training and technical assistance related to the project. YWCA of the Mohawk Valley will participate in the planning, coordination and implementation of the Domestic Violence High Risk Team (DVHRT) and the Oneida County Coordinated Community Response against DV/SA (CCR). YWCA of the Mohawk Valley direct service staff will provide survivor centered, culturally responsive, trauma informed care to victims of domestic violence, sexual violence, elder abuse, intimate partner violence and other forms of abuse. This includes tracking services delivered and adjusting policies, procedures, and training to align with STRIVE's goals, objectives and values. YWCA of the Mohawk Valley will collaborate with the partner agencies to create a shared framework for the STRIVE initiative and the CCR that addresses key intervention points and supports in mobilizing community resources to respond to the needs of victims/survivors. YWCA of the Mohawk Valley will implement agreed on IPV reduction strategies and participate in a

comprehensive assessment process to ensure implemented changes are effective in reduction of IPV incidents in the target area.

- iv. **Oneida County Sheriff's Office (co-chair agency)** – the OCSO will co-chair the STRIVE Executive Board with the Oneida County District Attorney's Office, the Utica Police Department, the Rome Police Department, Oneida County Probation, and YWCA of the Mohawk Valley and agrees to meet at least quarterly with that board. The OCSO agrees to participate in a coordinated community response to IPV and will attend and participate in all community meetings. The OCSO, along with the Partnership, will develop, coordinate and implement the DVHRT evidenced based strategy to prevent and solve IPV in Oneida County. The OCSO with cooperation from other LE in Oneida County will develop a risk assessment tool (DA-LE) that OCSO officers will complete on all IP domestic incidents and will forward that data to the STRIVE project coordinator. The OCSO Criminal Investigations Division will follow up on all IPV domestic incidents meeting a prescribed risk assessment threshold ensuring the best possible case is available for prosecution. The OCSO Training Division will conduct IPV and DVHRT training as prescribed by the DCJS guidance on STRIVE in a prioritized manner to all relevant personnel.

- v. **Oneida County Probation Department (co-chair agency)** – OC Probation will partner with the STRIVE Executive Board with the Oneida County District Attorney's Office, the Utica Police Department, the Rome Police Department, Oneida County Sheriff's Department, and YWCA of the Mohawk Valley and agrees to meet at least quarterly with that board. OC Probation agrees to participate in a coordinated community response to IPV and will attend and participate in all community meetings. OC Probation, along with the Partnership, will develop, coordinate and implement the DVHRT evidenced based strategy to prevent and solve IPV in Oneida County. OC Probation with cooperation from other LE in Oneida County will develop a risk assessment tool (DA-LE) that OC Probation Officers will complete on all IP domestic incidents and will forward that data to the STRIVE project coordinator. OC Probation with cooperation from other LE in Oneida County will develop evidence-based models to supervise high risk domestic violence offender. OC Probation will follow up on all IPV domestic incidents meeting a prescribed risk assessment threshold ensuring the best possible case is available for prosecution. The OC Probation Training Unit will conduct IPV and DVHRT training as prescribed by the DCJS guidance on STRIVE in a prioritized manner to all relevant personnel.

- vi. **New York State Department of Corrections and Community Supervision - Parole (partnering agency)** – Parole will partner with the STRIVE Executive Board and agrees to meet at least quarterly with that board. Parole agrees to participate in a coordinated community response to IPV and will attend and participate in all community meetings. Parole, along with the Partnership, will develop, coordinate and implement the DVHRT evidenced based strategy to prevent and solve IPV in Oneida County. Parole with cooperation from other LE in Oneida County will develop a risk assessment tool (DA-LE)

that OC Probation Officers will complete on all IP domestic incidents and will forward that data to the STRIVE project coordinator. Parole with cooperation from other LE in Oneida County will develop evidence-based models to supervise high risk domestic violence offenders. Parole will follow up on all IPV domestic incidents meeting a prescribed risk assessment threshold ensuring the best possible case is available for prosecution. The Parole Training Unit will conduct IPV and DVHRT training as prescribed by the DCJS guidance on STRIVE in a prioritized manner to all relevant personnel.

- vii. **Rome Police Department (co-chair agency)** - the RPD will co-chair the STRIVE Executive Board with the Oneida County District Attorney's Office, the Rome Police Department, the Oneida County Sheriff's Department, Oneida County Probation, and the YWCA of the Mohawk Valley and agrees to meet at least quarterly with that board. The RPD agrees to participate in a coordinated community response to IPV and will attend and participate in all community meetings. The RPD, along with the Partnership, will develop, coordinate and implement the DVHRT evidenced based strategy to prevent and solve IPV in Rome. The RPD utilizes a risk assessment tool (DA-LE) that RPD officers complete on all IP domestic incidents. The RPD will strive to obtain cooperation from other LE in Oneida County in regard to the use and completion of the DA-LE risk assessment tool (DA-LE) on all IP domestic incidents so that all DA-LE data obtained from IP domestic incidents can be forwarded to the STRIVE project coordinator. The RPD Patrol Division will follow up on all IPV domestic incidents meeting a prescribed risk assessment threshold ensuring the best possible case is available for prosecution. The RPD Training Division will conduct IPV and DVHRT training as prescribed by the DCJS guidance on STRIVE in a prioritized manner to all relevant personnel.
2. **The Partnership** agrees that they will operate as a planning group and will work together to implement and coordinate strategies with the goal to reduce IPV in a manner which is survivor-focused, trauma-informed, and offender-accountable. This planning group will conduct monthly meetings.
 3. **The Partnership** agrees that police agencies receiving funds under this program will submit IBR/UCR Part 1 crime reports to DCJS monthly, within 30 days following the end of each month in which the crime was reported.
 4. **The Partnership** agrees that the Utica Police Department, the Rome Police Department, and the Oneida County Sheriff's Department will complete and submit all Domestic Violence Incident Reports in accordance with their respective policies. This data will be used to compile statistical analysis of IPV and measure crime-reduction outcomes.
 5. **The Partnership** agrees that agencies receiving funds under this program will submit ongoing quarterly data as specified by the DCJS, within 40 days following the end of each quarter. This data includes indicators and performance measures identified in the grant contract and by the

Partnership as particularly relevant to its strategy. The goals, objectives, tasks and performance measures set forth in the DCJS contract as executed between the New York State Division of Criminal Justice Services and the City of Utica are also included as terms of this agreement.

6. **The Partnership** agrees that a designee of the DVHRT will report quarterly on the number of high-risk IPV cases reviewed, the number of DA-LE assessments completed, and any changes to the decision-making process for risk assessment and service provision.
7. **The Partnership** also agrees that the primary police agency, the Utica Police Department, Rome Police Department, and the Oneida County Sherriff's Office, will submit monthly information with respect to the following:
 - A. Timely, accurate crime data will be submitted by the Utica Police Department, Rome Police Department, and the Oneida County Sherriff's Office as the primary law enforcement agencies. Each month, the UPD, RPD, and OCSD must submit full Part 1 Crime reports to DCJS within 30 days following the end of the month that is being reported on.
 - B. All UCR participating agencies are required to submit the following reports to DCJS within 230 days following the month that is being reported on: The full Return A "Monthly Offense Known to Police" (which includes Part 1 crimes); Arrests of Person 18 and Over; Arrests of Persons Under 18; Supplemental Homicide; Arson; Hate Crime; and Law Enforcement Officers Killed and Assaulted (LEOKA).
8. **The Partnership** agrees that any participating agency receiving project funds will provide project fiscal reports to the NYS Division of Criminal Justice Services regarding the expenditure of project funds. Such reports will include the names of persons receiving disbursements for overtime, salary, fringe benefits, dates of service, hours of services and any other information deemed necessary by the DCJS to fulfill fiscal reporting requirements.
9. **The Partnership** agrees that in any assignment of personnel to perform responsibilities, duties or activities under this Memorandum of Understanding, all parties retain the right to investigate the actions of their own members, and in doing so, will receive from and provide to the other agencies or departments that are parties hereto full and complete cooperation in connection with investigations associated with operations or activities of their respective personnel undertaken in connection with or pursuant to this Memorandum of Understanding.
10. **The Partnership** agrees that the term of this Memorandum will be from **April 1, 2026, through March 31, 2027**. However, in consideration of budgetary limitations, any member of the Partnership who is not receiving project funds under this contract may opt out of this agreement upon written notice to the Oneida County District Attorney or the Utica Chief of Police. Agencies receiving project funds must adhere to contract termination conditions as specified in the DCJS contract.

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

Partnership Members

Utica Police Department

Name: Mark Williams
Title: Chief of Police

Signature: _____

Date: _____

Oneida County District Attorney

Name: Todd Carville
Title: District Attorney

Signature: _____

Date: _____

YWCA of the Mohawk Valley

Name: Dianne Stancato
Title: Chief Executive Officer

Signature: _____

Date: _____

Oneida County Sheriff's Office

Name: Robert Maciol
Title: Oneida County Sheriff

Signature: _____

Date: _____

Oneida County Probation Department

Name: Holly Bolton
Title: Director

Signature: _____

Date: _____

NYS DOCCS - Parole

Name: Daniel Martuscello III
Title: DOCCS Commissioner

Signature: _____

Date: _____

Rome Police Department

Name: Kevin James
Title: Chief of Police

Signature: _____

Date: _____

ORDINANCE NO. 9862

**AUTHORIZING THE ISSUANCE OF \$3,800,000 BONDS OF THE
CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO PAY THE
COST OF THE RECONSTRUCTION OF VARIOUS ROADS.**

By Councilor Sbaraglia:

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed, now, therefore,

BE IT ORDAINED, by the affirmative vote of not less than two-thirds of the total voting strength of the Common Council of the City of Rome, Oneida County, New York, as follows:

Section 1. The City of Rome, Oneida County, New York (the "City") is hereby authorized to undertake the reconstruction and resurfacing of various City streets and roads, including sidewalks, curbs, gutters, drainage, landscaping, and grading or improving the rights of way, with flexible pavement of a type described in Local Finance Law Section 11(a)(20)(c), at an estimated maximum cost of \$3,800,000 and to issue an aggregate \$3,800,000 in serial bonds pursuant to the provisions of the Local Finance Law to finance the estimated costs of the aforesaid class of objects or purposes.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$3,800,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of the issuance of \$3,800,000 in serial bonds (the "Bonds") of the City authorized to be issued pursuant to this Ordinance; **PROVIDED, HOWEVER**, any federal or state grant funds received by the City for such objects or purposes shall be applied to pay the principal of and interest on the Bonds or any bond anticipation notes issued in anticipation of the Bonds or, to the extent obligations have not been issued under this Ordinance, to reduce the maximum principal amount of Bonds to be issued.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen (15) years pursuant to paragraph 20(c) of Section 11.00(a) of the Local Finance Law.

Section 4. Pursuant to Section 107.00(d)(9) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 5. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this Ordinance.

Section 6. The Bonds and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the real property within the City without legal or constitutional limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the Bonds and bond anticipation notes to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this Ordinance and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00, inclusive, of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to issue bonds providing for level or substantially level or declining annual debt service, is hereby delegated to the City Treasurer, the Chief Fiscal Officer of the City.

Section 8. This Ordinance is intended to constitute the declaration of the City's "official intent" to reimburse the expenditures authorized by this Ordinance with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Treasury Regulation Section 1.150-2.

Section 9. The serial bonds and bond anticipation notes authorized to be issued by this Ordinance are hereby authorized to be consolidated, at the option of the City's Treasurer, the Chief Fiscal Officer, with the serial bonds and bond anticipation notes authorized by other Bond Ordinances previously or hereafter adopted by the Common Council for purposes of sale into one or more bond or note issues aggregating an amount not to exceed the amount authorized in such ordinances. All matters regarding the sale of the bonds, including the date of the bonds, the use of electronic bidding, the consolidation of the serial bonds and the bond anticipation notes with other issues of the City and the serial maturities of the bonds are hereby delegated to the City Treasurer, the Chief Fiscal Officer of the City.

Section 10. The validity of the Bonds authorized by this Ordinance and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or
- (b) the provisions of law which should be complied with at the date of the publication of this Ordinance or a summary hereof are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This Ordinance, or a summary of this Ordinance, shall be published in the official newspapers of the City for such purpose, together with a notice of the Clerk of the City in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. The City Treasurer, as Chief Fiscal Officer of the City, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond anticipation notes issued in anticipation of the sale of the Bonds, requiring the City to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15c2-12.

Section 13. In the absence of the City Treasurer, the Deputy Treasurer of the City is hereby specifically authorized to exercise the powers delegated to the City Treasurer in this Resolution.

Section 14. This Ordinance is not subject to a mandatory or permissive referendum.

Section 15. The Council hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this Ordinance.

Section 16. This Ordinance shall take effect immediately upon its adoption.

Seconded by Councilor Reilly.

By Councilor Sparace:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9862.

Seconded by Councilor Mortise.

AYES: Sparace, Mortise, Smith, Reilly, Sbaraglia

NAYS: None

EXCUSED: Fazio, Dursi

ORDINANCE NO. 9862

AYES: Sparace, Mortise, Smith, Reilly, Sbaraglia

NAYS: None

EXCUSED: Fazio, Dursi

ADOPTED: April 8, 2026

ORDINANCE NO. 9863

AUTHORIZING AMENDMENT TO ORDINANCE NO. 9856
ADOPTED ON MARCH 11, 2026.

By Councilor Mortise:

WHEREAS, the Common Council of the City of Rome, New York, adopted Ordinance No. 9856 on March 11, 2026, authorizing the placement of two “30 Minute Parking” signs in front of 233 East Dominick Street; and

WHEREAS, John Mortise, 2nd Ward Councilor for the City of Rome, New York has requested to amend Ordinance No. 9856 to include the placement of one additional “30 Minute Parking” sign in front of 235 East Dominick Street; and

WHEREAS, the Commissioners of Public Works and Public Safety, following a review of the conditions along said street and in consideration of the request made by local residents, recommends the placement of one additional “30 Minute Parking” sign in front of 233 East Dominick Street; now, therefore,

BE IT ORDAINED, that Ordinance No. 9856 be amended to include the placement of one additional “30 Minute Parking” sign in front of 233 East Dominick Street.

Seconded by Councilor Sparace.

By Councilor Sbaraglia:

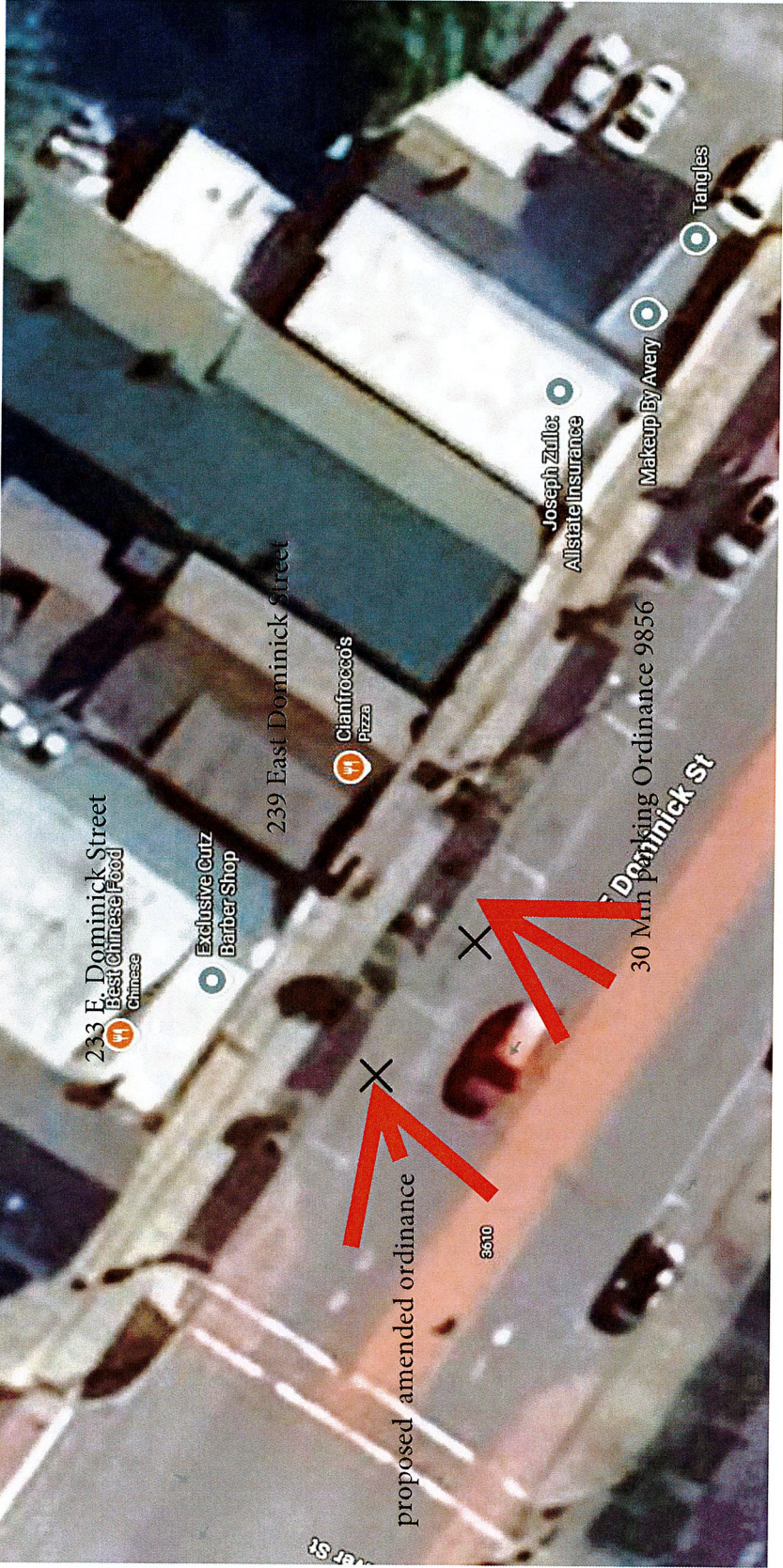
RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9863.

Seconded by Councilor Reilly.

AYES: Sparace, Mortise, Smith, Reilly, Sbaraglia
NAYS: None
EXCUSED: Fazio, Dursi

ORDINANCE NO. 9863

AYES: Sparace, Mortise, Smith, Reilly, Sbaraglia
NAYS: None
EXCUSED: Fazio, Dursi
ADOPTED: April 8, 2026



proposed amended ordinance