

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

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**

**AUGUST 12, 2026
7:00 P.M.**

- 1. CALL THE ROLL OF MEMBERS BY THE CLERK**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. GENERAL PUBLIC HEARING**
- 5. RECOGNITION/APPRECIATION**
- 6. READING OF MINUTES OF PRECEDING SESSION**
- 7. PRESENTING OF PETITIONS AND COMMUNICATIONS**
 - a. Petitions**
 - b. Communications**
 - The Capitol Theatre financial report for quarter ended 6/30/26 has been received and filed in the City Clerk's Office.
 - Green Porridge of 916 Floyd Ave. has notified the City Clerk's Office of its intent to obtain an adult-use retail dispensary license.
 - Audit Report and Management Letter from D'Arcangelo & Co., LLP for the year ended 12/31/25 has been received and filed in the City Clerk's Office.
- 8. NOTICES**
 - 8/12/26 at 5:30 p.m. – Members of the Common Council to meet with representative of Carson Power to discuss battery energy storage systems in either the Common Council Chambers or the Caucus Room on the 2nd floor at City Hall, 198 N. Washington St.
- 9. REPORTS OF CITY OFFICIALS**
- 10. REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS**
- 11. PRESENTATION OF REPORTS OF COMMITTEES**
- 12. RESOLUTIONS**

RES. NO. 98

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH ONEIDA COUNTY WORKFORCE DEVELOPMENT FOR THE ONEIDA COUNTY INTERNSHIP PROGRAM. **Lovett**

RES. NO. 99 AUTHORIZING AMENDMENT #4 TO CAPITAL ACCOUNT (HFO) ERIE BOULEVARD DOWNTOWN TRANSPORTATION ALTERNATIVE PROJECT (TAP) ORIGINALLY ESTABLISHED THROUGH RESOLUTION 93 ADOPTED ON OCTOBER 28, 2020. **Andrews**

RES. NO. 100 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE UTICA PD, NEW HARTFORD PD, ONEIDA SHERIFF'S DEPARTMENT AND CITY OF ROME POLICE DEPARTMENT. **James**

RES. NO. 101 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MILLIKEN SPORTS, LLC. **Mayor Lanigan**

13. ORDINANCES

ORD. NO. 9892 AUTHORIZING AUGUST 17, 2026 THROUGH AUGUST 21, 2026 AND AUGUST 24, 2026 THROUGH AUGUST 28, 2026 AS AMNESTY PERIODS RELATIVE TO THE LATE FEE NORMALLY CHARGED FOR DOG LICENSING. **Seelig**

ORD. NO. 9893 AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (410 WEST LIBERTY STREET) TO BUYER FOR \$1,000.00. **Domenico**

ORD. NO. 9894 AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (412 WEST LIBERTY STREET) TO BUYER FOR \$1,000.00. **Domenico**

ORD. NO. 9895 AUTHORIZING THE PLACEMENT OF "STOP" SIGNS AT EACH END OF CORTLAND AVENUE. **Fazio**

ORD. NO. 9896 AUTHORIZING THE ACQUISITION OF REAL PROPERTY (709 CANAL STREET). **Mayor Lanigan**

14. LOCAL LAWS

15. TABLED LEGISLATION

ORD. NO. 9884 AMENDING ROME CODE OF ORDINANCES CHAPTER 80 TO PROHIBIT THE ESTABLISHMENT, INSTALLATION AND CONSTRUCTION OF BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ROME. **Mortise, Sbaraglia**

16. VETOED LEGISLATION

17. ADJOURNMENT

RESOLUTION NO. 98

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH ONEIDA COUNTY WORKFORCE DEVELOPMENT FOR THE ONEIDA COUNTY INTERNSHIP PROGRAM.

By Councilor _____:

WHEREAS, the Oneida County Board of Legislators passed Resolution No. 230 on May 13, 1998, creating a job training program now known as the “Oneida County College Student Corps Internship Program”, which provides funding to match Oneida County-based college and trade school students with employers in their fields of study and offer them summer work and mentoring; and

WHEREAS, the City of Rome, New York, was offered the opportunity to participate in the Oneida County Internship Program through an agreement whereby up to ten (10) interns, which will be paid \$16.00 per hour for two hundred (200) hours, will be provided for students to connect his or her school-based learning with authentic work-based experience; and

WHEREAS, Brandon Lovett, Director of Parks & Recreation for the City of Rome is supportive of providing this experience; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome, be and is hereby authorized to enter into an agreement with Oneida County, with regard to the Oneida County Internship Program, pursuant to the attached application which is made part of this Resolution; and

BE IT FURTHER RESOLVED, that for the duration of the aforesaid agreement, Oneida County will provide general liability insurance to cover participating students naming the City of Rome as an additional insured.

Seconded by Councilor _____.

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith___ Reilly___ Dursi ___ Sbaraglia ___

ADOPTED ____

DEFEATED ____

2026 FINANCIAL AGREEMENT
ONEIDA COUNTY COLLEGE STUDENT CORPS INTERNSHIP PROGRAM

This Agreement is entered into by and between **ONEIDA COUNTY** (hereinafter the "County"), a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its **OFFICE OF WORKFORCE DEVELOPMENT**, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, and **The City of Rome** (hereinafter the "Employer"), a local employer with its offices and principal place of business located at 198 N. Washington St., Rome NY, 13440 (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, the Oneida County Board of Legislators passed Resolution #230 on May 13, 1998 creating a job training program now known as the "Oneida County College Student Corps Internship Program" (hereinafter "Internship Program") which will provide funding to match an Oneida County-based college or trade school student with an employer in his or her field of study and offer them paid internships and mentoring; and

WHEREAS, the County has budgeted funding for the Internship Program in 2026; and

WHEREAS, the Office of Workforce Development has been designated by the County to administer the Internship Program; and

WHEREAS, the Office of Workforce Development desires to enter into this Agreement with the Employer, whereby the Employer will provide a meaningful work experience for up to **TEN (10)** participants in the Internship Program (hereinafter each a "Participant"); and

WHEREAS, the County agrees to reimburse the Employer a portion of the total costs related to this Agreement;

NOW THEREFORE, the Parties hereto agree to perform the terms and conditions established in this Agreement under the authority and scope of the Internship Program, as follows:

1. **TERM.** The Internship Program may begin as early as **May 1, 2026**, and end no later than **September 30, 2026**.

2. **EMPLOYER RESPONSIBILITIES.** The Employer shall:

A. Be solely responsible for onboarding of each Participant through Employer's regular processes, and such onboarding shall, at a minimum, ensure that the Employer is completing I-9 employment eligibility verification of each Participant, and providing all necessary training Employer is required to provide to one of its employees by law, rule, regulation, or safety standard.

- B. Be solely responsible for payment of wages to each Participant, any associated payroll taxes, and any other benefits each Participant may be entitled to by law.
- C. Be solely responsible for adherence to any and all laws, rules, and regulations regarding the hours of work and rate(s) of pay due each Participant.
- D. Provide sufficient and meaningful work for each Participant in his or her field of study. The jobs shall be only those for which job descriptions have been submitted to, and approved by, the Office of Workforce Development.
- E. Maintain adequate time and attendance records for each Participant assigned to the Employer.
- F. Cooperate with the Office of Workforce Development to ensure the work experience of each Participant is in accordance with the Internship Program objectives.
- G. Advise the Office of Workforce Development of any problems encountered by a Participant within twenty-four (24) hours of the occurrence.
- H. Provide the Office of Workforce Development with an evaluation of each Participant and the Internship Program at the completion of this Agreement, if so requested.
- I. Provide full-time mature supervision of each Participant assigned to the Employer.
- J. Provide sufficient equipment and/or materials, as applicable, for each Participant to carry out work assignments.
- K. Notify the Office of Workforce Development staff within twenty-four (24) hours of the occurrence of any accident involving a Participant.
- L. Maintain appropriate standards for health and safety for each Participant. These standards are those referred to in the Occupational Safety and Health Act of 1970, and all New York State Labor Laws.
- M. Ensure that no Participant shall be employed when any regular employee is on layoff from the same or equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a Participant.
- N. Ensure that a Participant does not fill a vacant position or be used as a supplemental workforce to enhance or expand the delivery of the Employer's service.
- O. Ensure that the work of each Participant is NOT primarily clerical in nature. To ensure compliance with this provision, no more than twenty percent (20%) of the total work performed by any Participant shall be clerical in nature.

P. Maintain a grievance procedure relating to the terms and conditions of employment and training available to each Participant.

3. REIMBURSEMENT OF CERTAIN COSTS BY THE COUNTY TO THE EMPLOYER.

A. The County agrees to reimburse the Employer at a rate of fifty percent (50%) of the Maximum County Reimbursable wages as set forth on **Exhibit A**, together with FICA taxes applicable to the same, for the time actually worked by a Participant up to a maximum of two hundred (200) total internship hours, based on an hourly wage equivalent to the New York State minimum wage. While the Employer may elect to pay a Participant at a higher hourly wage; reimbursement by the County will not exceed the amount set forth in **Exhibit A**. D. Under no circumstance will the County reimburse the Employer for any overtime rates of pay due, owing, or incurred by the Employer to a Participant.

B. The County shall not reimburse the Employer for unexcused absences, hours not worked, or paid time off that the Employer may elect to provide to a Participant.

C. **The County agrees to expend an amount up to, but not to exceed one thousand seven hundred twenty-two dollars and forty cents (\$1,722.40) per Participant for a total maximum reimbursement pursuant to this Agreement of \$17,224.00_____** for allowable costs incurred, as described in the Budget Information Summary attached hereto and incorporated herein as **Exhibit A**.

D. At the expiration of this Agreement, the Employer shall submit to the County a timesheet log of all hours actually worked by each Participant, proof of payment of wages via some form of itemized payroll register, along with an invoice for reimbursement.

E. The County shall not reimburse the Employer for the cost of any material, supplies, uniforms, or other costs incurred by the Employer in connection with this Agreement, nor in connection with Employer's employment of a Participant.

4. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

A. The Employer agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, which will insure against all claims under New York State Workers' Compensation Law. Said policy shall be written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York. The Employer shall ensure that each Participant is covered under such policy.

B. The Employer shall not allow a Participant to commence work until proof of such insurance has been provided to the County. Acceptance of the certificates shall not relieve the Employer of any of the insurance requirements, nor decrease the liability of the Employer. The County reserves the right to require the Employer to provide insurance policies for review by the County.

5. INDEMNIFICATION.

A. The Employer shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, suits, claims or judgments arising, occurring or resulting from Workers' Compensation claims by a Participant.

6. INDEPENDENT CONTRACTOR STATUS.

A. It is expressly agreed that the relationship of the Employer to the County shall be that of an Independent Contractor. The Employer's employees, including each Participant, and contractors, shall not be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Employer, in accordance with its status as an Independent Contractor, covenants and agrees that its employees, including each Participant, and contractors, will conduct themselves in accordance with such status, that they shall not hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not be reason thereof, make any claim, demand or application to or for any right or privilege application to an officer or employee of the County.

B. The Employer shall be paid pursuant to IRS form 1099 and shall be solely responsible for applicable taxes for all compensation paid to the Employer, or its employees, including each Participant, and contractors, under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Employer's form of business organization, and with respect to its employees, including each Participant, and contractors,, including payroll deductions, workers' compensation insurance, and provision of health insurance, where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Employer shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

C. If the Internal Revenue Services, Department of Labor, or any other governmental agency questions or challenges the Employer's Independent Contractor status, it is agreed that both the County and the Employer shall have the right to participate in any conference, discussion or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

D. The Contractor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

7. NON-DISCRIMINATION.

A. The Employer agrees that in participating in the Internship Program under this Agreement, the Employer shall not discriminate on the basis of race, color, national origin, religion, age, disability, sexual orientation, gender identity, or veteran status either in its employment practices.

8. GENERAL PROVISIONS.

- A. The Employer shall not ask for or receive monetary compensation other than that described herein.
- B. The Employer assures that no Participant will be permitted to start work without prior approval from the Office of Workforce Development that such Participant meets the requirements of the Internship Program.
- C. A vacancy due to the termination or withdrawal of a Participant from a worksite may, subject to the availability of funds, be refilled at the discretion of the Office of Workforce Development.
- D. Authorized Office of Workforce Development staff, after consultation with the Employer may at agreed upon times, visit the Employer's work site to monitor the services being provided by the Employer under this Agreement. Appropriate Oneida County officials will also be afforded access.
- E. A Participant may be terminated by the Employer after consultation with the Office of Workforce Development. Such a termination shall be solely based on that Participant's work performance and attitude.
- F. Either the Office of Workforce Development or the Employer may terminate this Agreement upon five (5) days written notice of its intention to terminate, including a statement of specific grounds for the request for termination.
- G. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.
- H. If necessary, this Agreement may be modified upon the request of either Party. Any and all modifications shall be by written amendment and signed by both Parties to this Agreement.
- I. The Employer shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his/her right, title or interest therein, or his/her power to execute this Agreement, to any other person or entity without the previous consent, in writing, by the County.
- J. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.
- K. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

L. This Agreement is made subject to appropriation of funds by the Oneida County Board of Legislators to the Office of Workforce Development for the Internship Program.

M. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

7. AUTHORITY TO ACT/SIGN.

A. The Employer's signatory hereby represents, warrants, personally guarantees and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Employer. No other action on the part of the Employer or any other person or entity, are necessary to authorize the Employer's signatory to enter into this Agreement.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the Parties hereto have caused this Agreement to be executed by their duly authorized agents.

FOR ONEIDA COUNTY:

FOR THE EMPLOYER

Anthony J. Picente, Jr.
County Executive

Jeffrey Lanigan
Mayor

DATE

DATE

Approved:

Amanda L. Cortese-Kolasz, Esq.
Assistant County Attorney

DATE

EXHIBIT A
26-FIN OCIP-
2026 FINANCIAL AGREEMENT
EMPLOYER PAYROLL

BUDGET SUMMARY INFORMATION

I. BUDGET SUMMARY INFORMATION

I. MAXIMUM COUNTY-REIMBURSABLE COSTS PER INTERN

A.	Wages 200 hours x \$16 per hour	\$3,200.00
B.	Fringe Benefits - FICA 7.65% x \$3,200	\$ 244.80
C.	TOTAL COUNTY REIMBURSABLE WAGES AND BENEFITS =	\$3,444.80

II. COUNTY COSTS PER INTERN

A.	Fifty Percent (50%) Contribution of maximum reimbursable amount	\$1,722.40
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Number of Interns: 10

B.	MAXIMUM REIMBURSEMENT DUE THE EMPLOYER =	\$17,224.00
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RESOLUTION NO. 99

**AUTHORIZING AMENDMENT #4 TO CAPITAL ACCOUNT (HFO) ERIE BOULEVARD DOWNTOWN
TRANSPORTATION ALTERNATIVE PROJECT (TAP) ORIGINALLY ESTABLISHED THROUGH
RESOLUTION 93 ADOPTED ON OCTOBER 28, 2020.**

By Councilor _____:

WHEREAS, Matthew Andrews, Deputy Director of the Department of Community and Economic Development for the City of Rome, has requested to amend the Capital Account (HFO) Erie Boulevard Downtown Transportation Alternative (TAP) Project; now, therefore

BE RESOLVED, that the Common Council of the City of Rome hereby authorizes an amendment, as follows:

<u>Source:</u>	<u>Amount:</u>	<u>Use:</u>
NYS DOT TAP	\$1,059,200	Planning/Design/Construction
NYS DOT Touring 2021	\$1,036,048.47	Right of Way/Construction
NYS DOT Touring 2024	\$1,402,904.90	Construction
NYS DOT Touring 2026	\$366,106.63	Construction
DRI Capital Acct. HGJ	\$21,377.50	Construction (signage)
Total	\$3,885,637.50	

; 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__ Reilly__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

DOT Downtown TAP Wheels to Heels

Account: HFO

Phase	Unit	Current Amount
Design		\$ 275,000.00
Design CO #1		\$ 56,160.00
Property Acquisition Value		\$ 30,645.45
Title Insurance Report		\$ 4,800.00
Construction Inspection		\$ 325,000.00
Construction MI Dakota		\$ 2,794,689.00
Construction Inspection CO#1		\$ 94,000.00
MI Dakota CO#1		\$ 225,006.63
Construction Inspection CO#2		\$ 130,000.00
Totals		\$ 3,885,301.08
Source \$ Allocated		
Source \$ Remaining		

Sources							Totals
DOT TAP	Touring Routes 2021	Touring Routes 2024	Touring Routes 2026	DOT Signage (HGI)	Funding Gap		
\$ 1,059,200.00	\$ 1,036,048.47	\$ 1,402,904.90	\$ 366,106.63	\$ 21,377.50	\$		\$ 3,885,337.50
\$ 169,129.00	\$ 55,871.00				\$		\$ 225,000.00
\$ 44,928.00	\$ 11,232.00				\$		\$ 56,160.00
	\$ 30,645.45				\$		\$ 30,645.45
	\$ 4,304.55	\$ 495.45			\$		\$ 4,800.00
\$ 260,000.00	\$ 65,000.00				\$		\$ 325,000.00
\$ 545,143.50	\$ 868,995.47	\$ 1,308,073.03	\$ 11,100.00	\$ 21,377.50	\$		\$ 2,794,689.00
		\$ 94,000.00			\$		\$ 94,000.00
			\$ 225,006.63		\$		\$ 225,006.63
			\$ 130,000.00		\$		\$ 130,000.00
\$ 1,059,200.00	\$ 1,036,048.47	\$ 1,402,904.90	\$ 366,106.63	\$ 21,377.50	\$		\$ 3,885,301.08
		\$ 114.42	\$				
Source \$ Allocated							
Source \$ Remaining							

336.42 Amt Remaining

Pending Capital Account Amendment

RESOLUTION NO. 100

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE UTICA PD, NEW HARTFORD PD, ONEIDA SHERIFF'S DEPARTMENT AND CITY OF ROME POLICE DEPARTMENT.

By Councilor _____:

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 Utica PD, New Hartford PD, and Oneida Sheriff's Department, to participate in the METRO SWAT team, pursuant to the terms described in the attached "Police Mutual Aid Agreement", 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 Utica PD, New Hartford PD, and Oneida Sheriff's Department, to participate in the METRO SWAT team, pursuant to the terms described in the attached "Police Mutual Aid Agreement", which is made part of this Resolution, for a period that shall commence upon execution of the parties and will remain in effect until August 5, 2030.

Seconded by Councilor _____.

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith___ Reilly___ Dursi ___ Sbaraglia ___

ADOPTED ____

DEFEATED ____

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

THIS AGREEMENT made August 5, 2026, by and between the Utica Police Department and the City of Utica, a municipal corporation with its principal place of business located at 1 Kennedy Plaza, Utica, New York, and the New Hartford Police Department and the Town of New Hartford, a municipal corporation with its office located at 8635 Clinton Street, New Hartford, New York, and the Rome Police Department and the City of Rome, a municipal corporation with its principal place of business located at 198 N. Washington Street, Rome, New York and the Oneida County Sheriff's Office and the County of Oneida, a municipal corporation with its principle place of business located at 800 Park Avenue, Utica, 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, the Town of New Hartford, the City of Rome, and the County of Oneida, 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 resources and services namely SWAT resources and services on a needed basis; and

WHEREAS, the parties hereto have experienced within their jurisdictions a potential need for the joint response of both participants' police tactical teams to deal with certain criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained tactical team rather than standard police operations.

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
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 emergency, 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.
8. Establish and maintain a multijurisdictional joint Special Weapons and Tactics Team with the primary participating agency being the City of Utica Police Department along with participating agencies being the Town of New Hartford Police Department and the Oneida County Sheriff's Office (hereinafter referred to as the "METRO SWAT Team") that will be available to either participating entity in the event of an emergency in accordance with the provisions of this Agreement;
9. Formalize rules and regulations for said multijurisdictional joint Special Weapons and Tactics Team 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;

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. Law enforcement work of an emergency and 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 parties 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 parties 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, forensic response)

- Conducting joint investigations and executions of warrants;
- 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 personnel, 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 Chief's, 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 Chief's 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 Chief's 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 August 5, 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 August 5, 2030. *[Inter-municipal 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.

This Agreement is severable. If any language in this Agreement is determined by a court of competent jurisdiction to be illegal, unenforceable, unconscionable, null and void, then the remainder of this Agreement shall remain in effect.

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

By: _____
Ronald Fontaine, Chief of Police
Town of New Hartford Police Department

By: _____
James Messa, Town Supervisor
Town of New Hartford

By: _____
Robert Maciol, Sheriff
Oneida County Sheriff's Office

By: _____
Anthony Picente, County Executive
County of Oneida

By: _____
Kevin James, Chief of Police
City of Rome Police Department

By: _____
Jeffery Lanigan, Mayor
City of Rome

RESOLUTION NO. 101

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH MILLIKEN SPORTS, LLC.**

By Councilor _____:

WHEREAS, the Mayor of the City of Rome, New York has recommended that the City of Rome, New York, enter into an agreement with Milliken Sports, LLC, for the use of the property known as John F. Kennedy Arena, located at 500 West Embargo Street, pursuant to the attached agreement; 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 an agreement with Milliken Sports, LLC, for the use of the property known as John F. Kennedy Arena, located at 500 West Embargo Street, pursuant to the attached agreement, which is made part of this Resolution.

Seconded by Councilor _____.

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith___ Reilly___ Dursi ___ Sbaraglia ___

ADOPTED ____

DEFEATED ____

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between **THE CITY OF ROME**, New York, a municipal corporation organized and existing under the laws of the State of New York, with a principal place of business located at City Hall, 198 North Washington Street, Rome, New York, 13440, herein referred to as “Lessor” or “City of Rome”, and **MILLIKEN SPORTS, LLC**, a limited liability company with its principal place of business located at _____, _____, hereinafter referred to as “Lessee”, and collectively as “Parties”.

WITNESSETH:

I. TIME OF LETTING.

Lessor agrees to furnish, for the purposes hereinafter named, the property known as John F. Kennedy Arena, located at 500 West Embargo Street in the City of Rome, New York (hereinafter “Arena”), together with arena lighting, sound system, and standard facility operations, for the preparation and conducting of home hockey games, on a schedule agreeable between the City of Rome and Milliken Sports, LLC. Said home hockey games are to be scheduled at mutually agreeable dates and times during the 2026-2027 hockey season and are subject to re-scheduling, cancellation or deletion. In the event of the need to re-schedule a game, Lessee shall contact Lessor to arrange a mutually convenient time for same. This Lease Agreement shall take effect upon execution of this agreement and shall expire at the end of the 2026-27 hockey season (“Initial Term”).

II. RENEWAL OPTION, RIGHT OF FIRST REFUSAL & EXCLUSIVITY.

Lessee shall have the exclusive option to extend this agreement for an additional two (2) years (“Renewal Term”) under substantially similar terms and conditions, provided the organization remains in good standing and provides written notice of its intent to renew no later than ninety (90) days prior to the expiration of the Initial Term.

Lessee shall retain the right of first refusal to renew this lease upon expiration of the Renewal Term, provided the organization remains in good standing and provides written notice of its intent to renew no later than ninety (90) days prior to the expiration of the term(s) provided for herein.

No other professional or semi-professional hockey organization shall be permitted to host home hockey games at the Arena during the term of this lease without the written consent of Lessee.

III. AMOUNT AND TIME OF PAYMENT.

Lessee shall host approximately twelve (12) to sixteen (16) regular season home hockey games, in addition to any qualifying playoff home hockey games, at the Arena per hockey

season. Lessee shall furnish all items, personnel, and equipment necessary for home hockey games and practice sessions not herein agreed to be provided by Lessor, including but not limited to: game day security, equipment, public address announcer, scorekeepers, ticket takers, ushers, volunteers, attendants, door keepers or guards, broadcast production, game presentation staff, and marketing staff.

Lessee agrees to pay to the Lessor, as and for rental of the Arena, the sum of Six Hundred Twenty and 00/100 Dollars (\$620.00) per scheduled home hockey game, at a rate of One Hundred Fifty-five and 00/100 Dollars (\$155.00) per hour for a total of four (4) hours per home hockey game day (to include one (1) hour of spectator entry prior to puck drop), said payment to be paid in full to the City Clerk of the City of Rome, New York.

Lessee agrees to pay to the Lessor, as and for rental of the Arena, the sum of One Hundred Fifty-five and 00/100 Dollars (\$155.00) per hour per practice session, said payment to be paid in full to the City Clerk of the City of Rome, New York. Practice ice shall be available based upon arena availability and practice sessions shall be scheduled and approved by designated City of Rome staff.

IV. TERMS AND CONDITIONS.

This agreement is entered into upon the following express covenants and conditions, each and every one of which the Lessee hereby covenants and agrees to keep and perform:

A. SCHEDULING.

Lessor agrees to make reasonable efforts to accommodate all regular season and playoff dates required by Lessee. Lessee shall provide schedules as soon as they become available from the American Premier Hockey League (APHL).

B. SECURITY, EMS & ASSISTANCE.

Lessee shall at Lessee's obligation and expense, procure and employ any and all outside assistance necessary for game day security, emergency medical services, and equipment management during the time of letting.

C. FIRE.

In the event the Arena, or any part thereof, shall be destroyed or damaged by fire, or by any other cause, or if any other casualty or unforeseen occurrence shall render the performance of this Agreement by Lessor impossible, Lessor shall not be held liable to Lessee for any damages caused thereby.

D. CONTROL OF THE BUILDING.

In renting Arena to Lessee, Lessor does not relinquish the right to control the management thereof and to enforce all necessary and proper rules for the

management and operation of same. Designated City of Rome staff shall be responsible for the management and overall operation of the building during this Agreement. Lessee further agrees to meet or exceed all standards or requirements with regard to all applicable laws of the State of New York, as well as the Rome City Code of Ordinances as to any required permits, licenses, fees or registration certificates required thereunder.

Lessee agrees that no alcohol will be sold or consumed on the premises without legal review and prior written approval by the City of Rome. Said approval shall be contingent upon compliance with all City of Rome policies and New York State regulations, including New York State licenses, permits, and insurance coverage. The City of Rome's legal counsel shall assist in identifying applicable requirements. Said requirements shall apply with equal force to any partnerships with local breweries.

E. LAW OBSERVANCE.

Lessee agrees that its agents, servants and employees connected with said hockey games, entertainment or other purpose for which the Arena is rented, shall strictly observe and meet or exceed all standards or requirements with all applicable laws of the United States and all applicable ordinances of the City of Rome, New York, and the rules and regulations of the Lessor and the government and management of said Arena, together with all rules and requirements of the police and fire departments of the City of Rome, New York, and will not do, nor suffer to be done, anything on the said premises, during the term of the lease, in violation of any such rules, laws, regulations or ordinances, and if the attention of Lessee is called to such violation on the part of Lessee, or any person employed by or admitted to the said premises by Lessee, the Lessee will immediately desist from and correct such violations.

F. LOCKER ROOMS, OFFICE SPACE & STORAGE

Lessor agrees to provide access to one designated locker room for the exclusive use of Lessee during the time of letting, subject to availability. Lessor further agrees to make reasonable efforts to provide operational office space within the Arena for use by Lessee during the time of letting.

Lessor agrees to provide access to Locker Rooms 1, 2, 3, and 4 for use by Lessee on home hockey game days during the time of letting, subject to availability. Lessor and Lessee agree to coordinate access times for players and visiting teams on home hockey game days during the time of letting.

Lessee shall be permitted to utilize available under-bleacher storage space, at its own risk and subject to code compliance and Lessor's prior written approval.

G. ICE MAINTENANCE.

Lessor agrees to provide up to four (4) ice resurfacings per home hockey game during the time of letting, to include resurfacing prior to warmups, following warmups, and

during first and second intermissions, at a rate to be mutually agreed upon in writing by the Parties. The Parties acknowledge that playoff home hockey games would necessitate additional ice resurfacing.

H. TICKETING & SEATING CAPACITY.

Lessee agrees that any and all ticketing operations pertaining to home hockey games at the Arena during the time of letting shall be the sole responsibility of Lessee. Lessor agrees to provide access to and use of the Arena ticket window and box office facilities on home hockey game days, with Lessee retaining 100% of the gross revenue generated from ticket sales. In no event shall tickets to a home hockey game be sold or disposed of in excess of the fire capacity of the Arena, that is, _____ persons.

I. CONCESSIONS & ALCOHOL SALES.

Lessor retains the exclusive right to operate concession sales and retain 100% of the gross revenue generated from concession sales during home hockey games, subject to exclusions contained herein, at the Arena during the aforesaid time of letting.

Lessee shall be granted the exclusive right to operate alcohol sales and retain 100% of the gross revenue generated from alcohol sales during home hockey games, subject to the terms and conditions herein, at the Arena during the aforesaid time of letting.

The Parties agree to work together to establish promotional concession packages and special offers.

J. MERCHANDISE.

Lessee agrees that the sale of team merchandise during home hockey games at the Arena and throughout the time of letting shall be the sole responsibility of the Lessee. Lessor agrees to provide Lessee access to and use of space in the Arena during home hockey game days, with Lessee retaining 100% of the gross revenue generated from the sale of team merchandise.

K. ADVERTISING & SPONSORSHIP RIGHTS.

(1) Dasher Boards

The Parties agree to work collaboratively with the Rome Youth Hockey Association regarding available dasher board inventory. Lessor agrees to facilitate discussions between Lessee and the Rome Youth Hockey Association regarding sponsorship opportunities. Lessor shall be entitled to collect the \$100 fee for any and all dasher board advertising sold by Lessee.

(2) In-Ice Advertising

Lessee shall have access to available in-ice advertising opportunities administered through the City of Rome during the time of letting. Lessor shall be entitled to receive 10% of the gross revenue generated from In-Ice advertising by Lessee.

(3) Arena Banners

Lessee may install sponsorship, promotional, and branding banners throughout the facility, subject to prior approval of Lessor, during the time of letting. Lessee shall remove banners upon request or at agreed-upon dates.

L. UTILITIES.

- (1) During the term of the lease, Lessor may have telephone service installed at mutually agreed upon area of the Arena at Lessee's own expense. Lessee shall be solely responsible for all charges or bills owing to the serving telephone company incurred in the use of telephones located at the Arena.
- (2) Information technology (IT) upgrades or enhancements, including scope of work, associated costs, and responsibilities, required by Lessee at the Arena during the term of the lease shall be subject to negotiation between the Parties and memorialized in a mutually agreed-upon addendum.

M. NO DEFACEMENT OF BUILDING.

Lessee shall not injure nor mar, nor in any manner deface, said premises, and shall not cause nor permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced, nor shall they drive, or permit to be driven, any nails, hooks, tacks or screws, in any part of the said building, nor shall they make, or allow to be made, any alterations of any kind therein.

N. RESPONSIBILITY FOR INJURY.

If said premises, or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of Lessee or of Lessees' agent, employee or employees, patrons, guests, or any person admitted to said premises by Lessee, the Lessee will pay to Lessor, upon demand, such sum as shall be necessary to restore said premises to their present condition.

Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of Lessee, or by or with the consent of Lessees' employees or any person acting for and on behalf of Lessee, and Lessee agrees to have on hand at all times sufficient police force to maintain order and protect persons and property.

O. LESSOR'S LIABILITY.

In the absence of gross negligence on the part of Lessor, its agents, servants or employees, Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessees' property, occasioned by any defect of plumbing, heating, air conditioning equipment and ducts, electric wiring or insulation thereof, gas pipes, steam pipes, broken steps or from backing up of any sewer pipe, or from the bursting, leaking or running of any plumbing fixture, in, on or about the said demised premises or from the escape of steam or hot water from any boiler or radiator, or for any damage or injury occasioned by water being on or coming through the roof, stairs, walks or any other place on or near said demised premises, unless Lessor neglects or fails to make necessary repairs after receipt of written notice thereof from Lessee or for any such damage or injury done or occasioned by the failing of any fixture, or for any such damage or injury caused by the wind or by the act, omission, or negligence of adjacent property owners.

P. WAIVERS.

All claims against Lessor for any damage or injury are hereby expressly waived by Lessee, except those claims occasioned by the gross negligence of Lessor, its agents, servants or employees, or by Lessor's neglect or failure to make repairs for which Lessor is responsible under this lease, after written notice thereof by Lessee. The provisions of this paragraph shall apply to any person claiming through Lessee whether by assignment or subrogation.

Lessee agrees that each athlete participating in the home hockey games and practice sessions shall execute a waiver, approved as to form by the City of Rome Corporation Counsel, expressly waiving all claims against the City of Rome for any damage or injury.

Q. LESSEE TO OBTAIN LIABILITY INSURANCE.

Lessee shall, at Lessee's own expense, at all times during the term of this lease, procure and maintain in force a policy or policies of insurance, written by one or more insurance carriers licensed to do business within the State of New York, and having an office within the State of New York, which will insure Lessor against liability for property damage and injury or death of persons or loss or damage to their property occurring in or about the demised premises.

The liability insurance shall not be less than One Million and 00/100 Dollars (\$1,000,000.00), per occurrence, for Bodily injury and Death and Property damage and a minimum general aggregate coverage of Two Million and 00/100 Dollars (\$2,000,000.00). Lessee agrees to have the City of Rome named as additional insured to said policy and to provide the City Clerk with a certificate from said insurance company or companies showing the City of Rome as an additional insured and in the types and amounts required pursuant to this lease, and providing that coverage will not be terminated without prior written notice to the City of Rome.

Said certificate shall be presented to the City Clerk prior to Lessee taking possession of the premises.

R. WORKMEN'S COMPENSATION INSURANCE.

Lessee agrees to maintain and keep in force all employee's compensation insurance, and such other insurance as may be necessary to protect Lessor against any other liability to person or property arising hereunder by operation of law, whether such law be now enforced or adopted subsequent to the execution hereof. Lessee shall provide Lessor with a copy of certificate evidencing coverage for workers' compensation insurance.

S. SURRENDER OF PREMISES.

Lessee shall, upon the expiration of this Initial Term, together with any additional subsequent Renewal Term authorized herein, vacate the Arena, leaving the Premises in the condition it was at the time of entry thereon by Lessee, except for reasonable use and wear thereof.

T. ASSIGNMENTS.

Lessee shall not let, assign or transfer this lease, nor any part thereof, or any interest, right or privilege therein without express written consent of Lessor. Lessee agrees that in the event that any part of the conditions, covenants, rights or privileges under this Agreement are sub-let by Lessee, Lessee will exact from sub-lessee compliance with the provisions of this Agreement, and that Lessee will execute with sub-lessee a contract by which the latter shall expressly agree to this provision.

U. NO RESPONSIBILITY FOR PROPERTY AND BUILDING.

Lessor assumes no responsibility whatsoever for any property placed or kept in the Arena, and Lessor is hereby expressly released and discharged from any and all liability for any loss, or damage to persons or property that may be sustained by reason of the use and occupancy of the Arena under this lease. All watchmen, security guards or other protective services desired by the Lessee shall be the sole responsibility of Lessee.

V. DEFAULT

In the event of default on the part of Lessee in the payment of rent when it becomes due, Lessor may commence legal proceedings against Lessee for same, and Lessee shall pay all costs and expenses of collection incurred by Lessor, including reasonable attorney's fees. It is agreed by the parties that any payment of rent accruing under the provisions of the lease that are not paid when due shall bear interest at the rate of 7% per annum, from the date when the rent was payable until the date when rent is paid.

Lessor may give Lessee notice of such default in the payment of rent or of any other default of any terms of the lease agreement, and if Lessee does not cure the default within ten (10) days after the giving of notice, Lessor may terminate the lease. On the date specified in the notice, the term of the lease shall terminate and Lessee shall then quit the premises, but Lessee shall still remain liable for the rent.

VI. WAIVER OF BREACH.

The failure of Lessor at anytime to require performance of any provision thereof shall in no way effect the right of the Lessor thereafter to enforce same; nor shall waiver by the Lessor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.

VIII. PARTIES BOUND.

Each and every provision of this lease shall bind and shall inure to the benefit of the parties hereto and their legal representatives. Each and every covenant, agreement, and condition of this lease by the Lessee to be performed, shall be binding on all assignees, sub-tenants, concessionaires and all licensees of Lessee.

IX. NOTICES TO LESSEE.

Any notice addressed to Lessee or Lessor hereunder shall be in writing and shall be mailed, first class postage prepaid, to:

Milliken Sports, LLC
Attn: Jimmy Milliken

City of Rome
Attn: Office of the Corporation Counsel
Rome City Hall
198 N. Washington St.
Rome, New York 13440

X. COMPLIANCE & GOVERNING LAWS

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

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action commenced pursuant to this Agreement shall be commenced in the State or Federal Court of proper jurisdiction with venue in Oneida County.

XI. 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.

XII. MODIFICATION.

This lease may be modified or amended only by a writing duly authorized and executed by both Lessor and Lessee. It may not be amended or modified by oral agreements or understandings between the parties unless the same shall be reduced to writing duly authorized and executed by both Lessor and Lessee.

XIII. INDEMNIFICATION.

Lessee shall indemnify, hold harmless and defend Lessor from and against all liabilities for bodily injury, death and property damage caused by the willful or negligent act or omission of the Lessee or its agents, employees, invitees or guests.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

This Lease Agreement is executed pursuant to City of Rome Common Council Ordinance No. __, adopted on _____, 2026 and the City of Rome Board of Estimate and Contract Resolution No. ____, adopted _____, 2026.

THE CITY OF ROME, NEW YORK

BY: _____
JEFFREY M. LANIGAN, MAYOR

Approved as to Form
City of Rome, New York

MILLIKEN SPORTS, LLC

BY: _____
NAME: _____
TITLE: _____

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

On the ____ day of _____, in the year 2026, 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

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

On the ____ day of _____, in the year 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, and did depose and say that (s)he is the _____ of Milliken Sports, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in (her) his capacity, and that by (her) his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

**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: _____
GERARD F. FEENEY
CORPORATION COUNSEL**

ORDINANCE NO. 9892

**AUTHORIZING AUGUST 17, 2026 THROUGH AUGUST 21, 2026
AND AUGUST 24, 2026 THROUGH AUGUST 28, 2026 AS AMNESTY
PERIODS RELATIVE TO THE LATE FEE NORMALLY
CHARGED FOR DOG LICENSING.**

By Councilor _____:

WHEREAS, Rome City Clerk, Eric Seelig, has suggested that August 17, 2026 through August 21, 2026 and August 24, 2026 through August 28, 2026, be designated as amnesty periods whereby the late fee of \$20.00 per dog not licensed within sixty (60) days of expiration of the previous license, currently in place in the Rome Code of Ordinances, be waived for individuals with out-of-date dog licenses to make their dogs' licenses current; now, therefore,

BE IT ORDAINED, by the Common Council of the City of Rome, New York, that August 17, 2026 through August 21, 2026 and August 24, 2026 through August 28, 2026, are hereby declared to be amnesty periods whereby the late fee of \$20.00 per dog not licensed within sixty (60) days of expiration of the previous license, currently in place in the Rome Code of Ordinances, shall be waived for individuals with out-of-date dog licenses to make their dogs' licenses current.

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 9892.

Seconded by Councilor _____.

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith___ Anderson___ Dursi ___ Sbaraglia ___

ORDINANCE NO. 9892

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith___ Anderson___ Dursi ___ Sbaraglia ___

ADOPTED ____

DEFEATED ____

ORDINANCE NO. 9893

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (410 WEST LIBERTY STREET)
TO BUYER FOR \$1,000.00.**

By Councilor _____:

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

WHEREAS, as a result of tax sales, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer, now, therefore;

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to convey a parcel at 410 West Liberty Street (Tax Map No. 242.041-1-043) to buyer listed in Exhibit A, and;

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of a parcel on 410 West Liberty Street (Tax Map No. 242.041-1-043) to the buyer listed in Exhibit A for the monetary consideration of \$1,000.00, said conveyance to take place following the contingencies hereinafter set forth, and;

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

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. 9893.

Seconded by Councilor _____.

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith___ Reilly___ Dursi ___ Sbaraglia ___

ORDINANCE NO. 9893

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith___ Reilly___ Dursi ___ Sbaraglia ___

ADOPTED ____

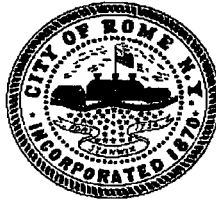
DEFEATED ____

EXHIBIT "A"

TAX MAP NO:	<u>242.041-1-043</u>
PROPERTY ADDRESS:	<u>410 West Liberty Street</u>
CONSIDERATION:	<u>\$1,000.00</u>
BUYER:	<u>Joseph Calandra</u>

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



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

Memo

To: City of Rome Common Council

Date: July 21, 2026

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **direct sale** agreement with Joseph Calandra for 410 W. Liberty St, tax map ID #242.041-1-43, per the recommendation of the Real Property Committee. The purchase offer is \$1,000 and there is no rehabilitation period.

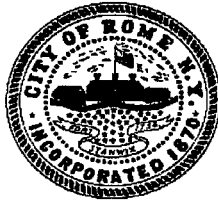
Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **direct sale** agreement with Joseph Calandra to purchase a parcel located at 410 W. Liberty St. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

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

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



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Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	410 W. Liberty St.
Tax Map Number	242.041-1-43
Parcel Description	Lot 33 x 92.5
Parcel Zoning	R-2
Ward Councilor	L. Fazio
Date of City Ownership	3/5/2019
DUE DILIGENCE CATEGORY	STATUS
Project Description	Purchase of vacant lot as investment
Proposer Name	Joseph Calandra
Proposed Time Frame	N/A
Proposed Price	\$1,000
Proposer Codes Violations	Codes history has been checked and deemed acceptable for consideration by the common council
Proposer Financial Viability	Financial background has been checked and deemed appropriate for consideration by Common Council
Background Check Performed	Not performed
Special Considerations	None

PROPERTY REHABILITATION REQUIREMENTS

SPECIFIC PROPOSAL BASED REQUIREMENTS

- None

GENERAL REQUIREMENTS

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

EXTERIOR STRUCTURE

15. The exterior of a structure shall be in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
16. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
17. Building shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).
18. All structural members shall be free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

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

INTERIOR STRUCTURE

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

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

38. Every common hall and stairway in residential occupancies, other than in one-and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress stairways shall be illuminated at all

times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

39. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.
40. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area

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

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

EXCEPTIONS:

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

WATER SYSTEM

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

MECHANICAL AND ELECTRICAL REQUIREMENTS

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

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

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

EXCEPTIONS:

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

MECHANICAL EQUIPMENT

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

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

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

ELECTRICAL FACILITIES

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

ELECTRICAL EQUIPMENT

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

FIRE SAFETY REQUIREMENTS

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

FIRE PROTECTION SYSTEMS

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

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

Date of Proposal: 5/24/26

Name(s): Joseph A. Culandra
Address: [REDACTED]

Tel No.: [REDACTED]
E-mail: [REDACTED]
Contact Name of Business Applicant: [REDACTED]

Mailing Address: [REDACTED]
(if different from above) [REDACTED]

Location of subject property: 410 W Liberty St
Tax map number: 242.041-0001-043

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

Adjacent Property owner

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

Complete Attached Rehabilitation Estimate and Schedule

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

- (1) Purchase price: 1000.00
- (2) Legal fees and disbursements: _____
- (3) Cost of insurance, naming the City of Rome as an additional insured. The amounts of such insurance shall be in the sum of five hundred thousand dollars (\$500,000) for personal injury/general liability and five hundred thousand dollars (\$500,000) for property damage/fire loss, or, in the alternative, blanket coverage for five hundred thousand dollars (\$500,000). Note: insurance premiums may vary. Please check with your Insurance Company as to your specific policy premiums. _____
- (4) Abstract searches and/or title insurance: _____
- (5) Rehabilitation expenses: 0

Total Estimate of Investment: 1000.00

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

Bank Funds

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

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

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

Are you a City of Rome employee?

NO

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

JC Initial

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

JC Initial

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

JC Initial

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

JC Initial

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

JC Initial

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

JC Initial

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

JC Initial

Signature of Applicant

John C.

Date

6/23/20

Rehabilitation Estimate & Schedule				
	Cost Estimate of Repair	Rationale for Estimate	Days to Complete from Start	
Foundation				
Roof				
Basement / Crawl Space				
Exterior Finish				
Landscaping				
Driveway / Parking Area				
Sidewalk				
Structural Repairs				
Insulation				
Furnace				
Electrical Service				
Electrical Branch Circuits				
Electrical Devices				
Plumbing and Sewer Laterals				
Plumbing Lines / Fixtures				
Demolition / Rubbish Removal				
Kitchen Cabinets				
Flooring				
Wallboard				
Windows				
Doors				
Permit Fees				
TOTAL		TOTAL LENGTH OF REHABILITATION		

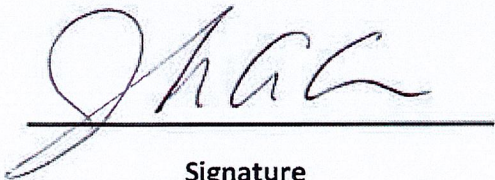
REAL PROPERTY REHAB AGREEMENT PERMIT UNDERSTANDING

I understand that after the Rehab Agreement is executed, the Real Property Chair will change the locks allowing me access to the property for clearing and cleaning purposes **ONLY**.

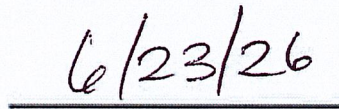
I am then required to schedule a Pre-Permit Walkthrough with a Building Inspector to revise my Scope of Work as needed for Code Compliance Prior to any other work being done. Any work that has been started (other than cleanup and flooring removal) will be subject to removal and a double permit fee.

Once the Building Permit is in place I may start work. Any plumbing work (other than simple fixture replacement) is required to be done by a City of Rome Licensed Plumber under a separate Plumbing Permit: Any plumbing work done prior to a Plumbing Permit is subject to removal and a double permit fee.

Any electrical work (other than simple fixture replacement) is required to remain exposed for inspection by a Code Official and for Third Party Electrical Inspections prior to covering. Any electrical work that is covered prior to inspections is subject to covering material removal and re-inspection.

A handwritten signature in dark ink, appearing to read 'JHAC', is written over a horizontal line.

Signature

A handwritten date '6/23/26' is written over a horizontal line.

Date



242.041-1-43

City Of Rome
410 W Liberty St

301301 Rome NY

Roll Year: 2026 Curr Yr

Land Size: 0.07 acres

Active

R/S: 1

Res vac land

School: Rome School D

Land AV: 1,000

Total AV: 1,000



Parcel 242.041-1-43

- History
- Assessment
 - Exempt(s)
 - Description
 - Owner(s)
 - Images
 - Gis
- Site (1) Res
 - Land(s)
 - Valuation
- Sale03/05/19
 - Notes
- Sale10/29/12
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
- Sale05/11/11
 - Notes
- Sale04/15/11
 - Notes
- Sale06/22/06
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
- Sale06/21/06
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
- Sale12/16/99
- Sale02/10/98
- Sale04/29/93
- Sale01/26/93
- Sale01/25/93

Owner

Tax Bill Mailing Address

3rd Party Address

Bank

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

City Of Rome

Owner Type: Primary

Desig Status:

Last Name / Company:

City Of Rome

First Name:

MI:

Jr., Sr., etc:

Attention To / In Care Of:

Additional Address:

Street No:

Prefix Dir:

Street / Rural Route:

St Suffix:

Post Dir:

UnitName:

Unit No:

City Hall

Po Box No:

City/Town:

Rome

State:

NY

Zip Code:

13440-

Country: enter if not "USA"

Bar Cd:

Ownership: e.g. Life Use

Owner Type:

P = Primary

Owner's Primary Residence

ORDINANCE NO. 9894

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (412 WEST LIBERTY STREET)
TO BUYER FOR \$1,000.00.**

By Councilor _____:

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

WHEREAS, as a result of tax sales, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer, now, therefore;

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to convey a parcel at 412 West Liberty Street (Tax Map No. 242.041-1-044) to buyer listed in Exhibit A, and;

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of a parcel on 412 West Liberty Street (Tax Map No. 242.041-1-044) to the buyer listed in Exhibit A for the monetary consideration of \$1,000.00, said conveyance to take place following the contingencies hereinafter set forth, and;

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

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. 9894.

Seconded by Councilor _____.

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith___ Reilly___ Dursi ___ Sbaraglia ___

ORDINANCE NO. 9894

AYES & NAYS: Sparace ___ Mortise ___ Fazio ___ Smith___ Reilly___ Dursi ___ Sbaraglia ___

ADOPTED ____

DEFEATED ____

EXHIBIT "A"

TAX MAP NO:	<u>242.041-1-044</u>
PROPERTY ADDRESS:	<u>412 West Liberty Street</u>
CONSIDERATION:	<u>\$1,000.00</u>
BUYER:	<u>Joseph Calandra</u>

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



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

Memo

To: City of Rome Common Council

Date: July 21, 2026

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **direct sale** agreement with Joseph Calandra for 412 W. Liberty St, tax map ID #242.041-1-44, per the recommendation of the Real Property Committee. The purchase offer is \$1,000 and there is no rehabilitation period.

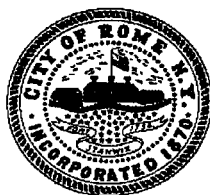
Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **direct sale** agreement with Joseph Calandra to purchase a parcel located at 412 W. Liberty St. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

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

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



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Real Property Due Diligence Summary

PROPERTY SUMMARY	
Address	412 W. Liberty St.
Tax Map Number	242.041-1-44
Parcel Description	Lot 8 x 92.5
Parcel Zoning	R-2
Ward Councilor	L. Fazio
Date of City Ownership	12/3/2003
DUE DILIGENCE CATEGORY	STATUS
Project Description	Purchase of vacant lot as investment
Proposer Name	Joseph Calandra
Proposed Time Frame	N/A
Proposed Price	\$1,000
Proposer Codes Violations	Codes history has been checked and deemed acceptable for consideration by the common council
Proposer Financial Viability	Financial background has been checked and deemed appropriate for consideration by Common Council
Background Check Performed	Not performed
Special Considerations	None

PROPERTY REHABILITATION REQUIREMENTS

SPECIFIC PROPOSAL BASED REQUIREMENTS

- None

GENERAL REQUIREMENTS

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

EXTERIOR STRUCTURE

15. The exterior of a structure shall be in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
16. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
17. Building shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).
18. All structural members shall be free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

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

INTERIOR STRUCTURE

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

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

38. Every common hall and stairway in residential occupancies, other than in one-and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress stairways shall be illuminated at all

times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

39. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.
40. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area

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

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

EXCEPTIONS:

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

WATER SYSTEM

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

MECHANICAL AND ELECTRICAL REQUIREMENTS

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

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

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

EXCEPTIONS:

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

MECHANICAL EQUIPMENT

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

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

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

ELECTRICAL FACILITIES

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

ELECTRICAL EQUIPMENT

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

FIRE SAFETY REQUIREMENTS

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

FIRE PROTECTION SYSTEMS

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

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

Date of Proposal: 5/24/26

Name(s): Joseph Calandra

Address: [REDACTED]

Tel No.: [REDACTED]

E-mail: [REDACTED]

Contact Name of Business Applicant: [REDACTED]

Mailing Address:
(if different from above) [REDACTED]

Location of subject property: 412 W. Liberty St

Tax map number: 242-041-0001-044

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

Adjacent Property owner

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

Complete Attached Rehabilitation Estimate and Schedule

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

- (1) Purchase price: 1,600
- (2) Legal fees and disbursements: _____
- (3) Cost of insurance, naming the City of Rome as an additional insured. The amounts of such insurance shall be in the sum of five hundred thousand dollars (\$500,000) for personal injury/general liability and five hundred thousand dollars (\$500,000) for property damage/fire loss, or, in the alternative, blanket coverage for five hundred thousand dollars (\$500,000). Note: insurance premiums may vary. Please check with your Insurance Company as to your specific policy premiums. _____
- (4) Abstract searches and/or title insurance: _____
- (5) Rehabilitation expenses: 0

Total Estimate of Investment: 1000.00

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

Bank Funds

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

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

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

Are you a City of Rome employee?

No

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

jc Initial

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

jc Initial

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

jc Initial

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

jc Initial

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

jc Initial

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

jc Initial

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

jc Initial

Signature of Applicant

Jhac

Date

6/23/26

Rehabilitation Estimate & Schedule			
	Cost Estimate of Repair	Rationale for Estimate	Days to Complete from Start
Foundation			
Roof			
Basement / Crawl Space			
Exterior Finish			
Landscaping			
Driveway / Parking Area			
Sidewalk			
Structural Repairs			
Insulation			
Furnace			
Electrical Service			
Electrical Branch Circuits			
Electrical Devices			
Plumbing and Sewer Laterals			
Plumbing Lines / Fixtures			
Demolition / Rubbish Removal			
Kitchen Cabinets			
Flooring			
Wallboard			
Windows			
Doors			
Permit Fees			
TOTAL		TOTAL LENGTH OF REHABILITATION	

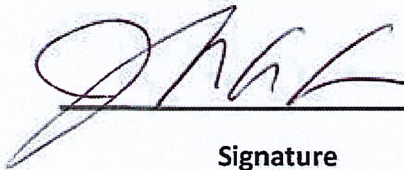
REAL PROPERTY REHAB AGREEMENT PERMIT UNDERSTANDING

I understand that after the Rehab Agreement is executed, the Real Property Chair will change the locks allowing me access to the property for clearing and cleaning purposes ONLY.

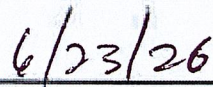
I am then required to schedule a Pre-Permit Walkthrough with a Building Inspector to revise my Scope of Work as needed for Code Compliance Prior to any other work being done. Any work that has been started (other than cleanup and flooring removal) will be subject to removal and a double permit fee.

Once the Building Permit is in place I may start work. Any plumbing work (other than simple fixture replacement) is required to be done by a City of Rome Licensed Plumber under a separate Plumbing Permit: Any plumbing work done prior to a Plumbing Permit is subject to removal and a double permit fee.

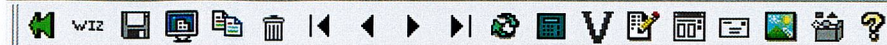
Any electrical work (other than simple fixture replacement) is required to remain exposed for inspection by a Code Official and for Third Party Electrical Inspections prior to covering. Any electrical work that is covered prior to inspections is subject to covering material removal and re-inspection.



Signature



Date



242.041-1-44

301301 Rome NY

Active

R/S: 1

School: Rome School D

City Of Rome

Roll Year: 2026 Curr Yr

Res vac land

Land AV: 3,300

412 W Liberty St

Land Size: 0.02 acres

Total AV: 3,300

Parcel 242.041-1-44

- Notes
- History
- Assessment
 - Exempt(s)
 - Description
 - Owner(s)
 - Images
 - Gis
- Site (1) Res
 - Land(s)
 - Valuation
- Sale12/23/03
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
- Sale12/21/99
- Sale03/18/98
- Sale01/03/96

Owner Tax Bill Mailing Address 3rd Party Address Bank

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

City Of Rome Owner Type: Primary Desig Status:

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

City Of Rome

Attention To / In Care Of: Additional Address:

Capitol Civic Center Inc

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

City Hall

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

Rome NY 13440-

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

P = Primary

Owner's Primary Residence

ORDINANCE NO. 9895

AUTHORIZING THE PLACEMENT OF "STOP" SIGNS AT EACH END OF CORTLAND AVENUE.

By Councilor _____:

WHEREAS, Linda Fazio, 3rd Ward Councilor for the City of Rome, New York, has requested the placement of "Stop" signs on Cortland Ave. at the Court Street and Embargo Street intersections, pursuant to the attached map which is made part of this Ordinance; and

WHEREAS, the Commissioner of Public Works, following a review of the conditions along said streets and in consideration of the requests made by local residents, recommends the placement of "Stop" signs on Cortland Ave. at the Court Street and Embargo Street intersections, pursuant to the attached map which is made part of this Ordinance; and

WHEREAS, the placement of "Stop" signs on Cortland Ave. at the Court Street and Embargo Street intersections, alleviates the safety and traffic concerns having been voiced by local residents; now, therefore,

BE IT ORDAINED, that the placement of "Stop" signs on Cortland Ave. at the Court Street and Embargo Street intersections, pursuant to the attached map which is made part of this Ordinance, be and is hereby permitted.

Seconded by Councilor _____.

By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9895.

Seconded by Councilor _____.

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

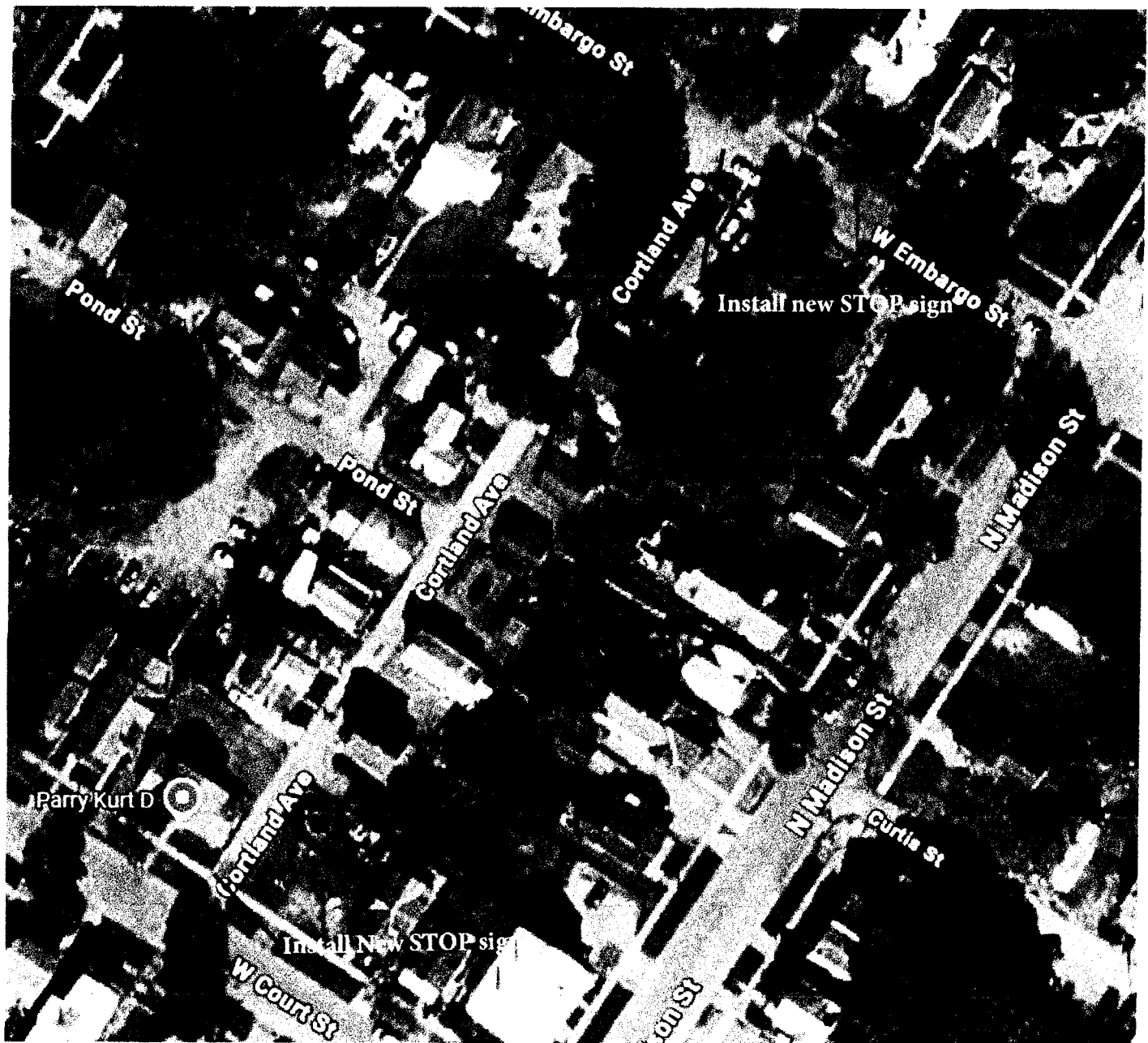
ORDINANCE NO. 9895

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

ADOPTED ____

DEFEATED ____

Cortland Ave- STOP sign request July 2026



ORDINANCE NO. 9896

AUTHORIZING THE ACQUISITION OF REAL PROPERTY (709 CANAL STREET).

By Councilor _____:

WHEREAS, the Mayor of the City of Rome, New York, has requested authorization to acquire a portion of real property located at 709 Canal Street, for a purchase price of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00); and

WHEREAS, the proposed Purchase Agreement is attached hereto and made a part of this Ordinance; now, therefore

BE IT ORDAINED, that the Mayor of the City of Rome be and is hereby authorized to enter into an Agreement, approved by the Corporation Counsel, for the purchase of real property depicted and described in the attached documents, for the purchase price of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

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. 9896.

Seconded by Councilor _____.

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

ORDINANCE NO. 9896

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

ADOPTED ____

DEFEATED ____

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT (the "Agreement") made as of the ____ day of _____, 2026, by and between Rome General Lumber Company, Inc, a New York corporation with a principal place of business at 529 Erie Boulevard West, Rome, NY 13440, hereinafter referred to as "Seller", and the City of Rome, New York, a New York municipal corporation with an address of 198 North Washington Street Rome, New York 13440, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller is the owner of a certain parcel of real property, located at 709 Canal Street, City of Rome, County of Oneida and State of New York, being designated as Tax Map Identification Number 242.058-0001-015 ("Seller's Parcel"). Purchaser desires to purchase Seller's Parcel, together with any existing buildings (the "Buildings") and other improvements located thereon, including any parking areas, together with all ground leases, leases, easements and rights-of-way, if any, or any other real property interests benefiting, affecting or appurtenant to Seller's Parcel, and all right, title and interest of Seller in and to any land lying in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining said real property (the Seller's Parcel, easements, rights-of-way, and rights, title and interests are referred to herein together as the "Property"); and

WHEREAS, Seller desires to sell, and Purchaser to purchase, said Property upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

Seller hereby agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, the Property subject to the terms set forth below.

1. PURCHASE PRICE.

- A. The Purchase Price shall be the aggregate sum of ONE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$150,000.00) (the "Purchase Price"), which Purchase Price shall be payable as follows:

- (i) A deposit of Zero Dollars (\$0.00) (the "Deposit"), to be deposited by Purchaser within fifteen (15) days of the full execution hereof, which check shall be deposited in an account of the Treasurer of the City of Rome, New York. The Deposit shall either be (1) applied against the Purchase

Price at Closing, or (2) returned to Purchaser only if this sale is unable to take place or contingencies are not met or because of a default by Seller; and

(ii) The balance of the Purchase Price, subject to the prorations and adjustments as hereinafter provided, shall be due and payable at the Closing by bank cashier's check, certified check, or wire transfer pursuant to instructions to be furnished by Seller.

- B. If at the date of Closing there are any outstanding taxes or existing or pending liens or encumbrances on the Property which Seller is obligated to pay and discharge, Seller may use any portion of the balance of the Purchase Price to satisfy the same, provided Seller shall simultaneously either (i) deliver to Purchaser at the Closing instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments, which costs may be paid by the Purchaser and deducted from the Purchase Price accordingly; or (ii) provided that Seller has made arrangements with the Purchaser's title insurance company in advance of the Closing, Seller will deposit with said title insurance company sufficient monies, acceptable to and required by it to insure the obtaining and recording of such satisfactions and the issuance of title insurance to Purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the Property or against the Purchaser. If a request is made within a reasonable time prior to the date of Closing, Purchaser agrees to provide at the Closing separate certified checks or bank drafts as so requested, aggregating the amount of the balance of the purchase price then payable, to facilitate the satisfaction of any such liens or encumbrances.

2. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller, to induce Purchaser to enter into this Agreement, represents and warrants to Purchaser as follows:

- A. At the Closing, Seller will have, and will convey and transfer to Purchaser, a Bargain and Sale Deed with Covenant Against Grantor's Acts, subject to any utility easements and other easements or rights-of-way of record, provided such easements do not restrict the present use and Purchaser's intended future use of the Property.
- B. No person, firm, corporation or entity other than Purchaser has, or as of the Closing will have, any right or option to acquire the Property or any portion thereof or any interest therein, or to lease the Property or any portion thereof.

- C. To the best of Seller's knowledge, information and belief, no default or breach exists, or as of the Closing, will exist, under any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property or any portion thereof which are to be performed or complied with by the Seller.
- D. Seller has the requisite power and authority to enter into and consummate the transactions contemplated by this Agreement.
- E. After the execution of this Agreement and until the Closing or earlier termination of this Agreement, (a) Seller will not: (i) grant or consent to any new easements, leases, or other agreements for occupancy of the Property or any part thereof, without the prior written consent of Purchaser, not to be unreasonably withheld or delayed; (ii) enter into or agree to any modification or amendment of any existing easement, license, grant or any other interest or estate affecting the Property or any part thereof without the prior written consent of Purchaser, not to be unreasonably withheld or delayed; or (iii) further encumber or permit any liens against the Property or any part thereof.

3. **ASSUMPTION OF ENVIRONMENTAL RISK, RELEASE, AND INDEMNIFICATION.**

- A. Purchaser acknowledges and agrees that it has been given the full opportunity to inspect the Property, including conducting environmental assessments. Effective as of the Closing Date, Purchaser expressly, knowingly, and voluntarily assumes all risk, liability, and financial responsibility associated with any and all environmental conditions on, under, about, or migrating to or from the Property. This includes, but is not limited to, the presence, release, storage, disposal, or migration of any Hazardous Substances, toxic materials, petroleum products, asbestos, lead, mold, or underground storage tanks, whether known or unknown, latent or patent, and whether existing prior to, on, or after the Closing Date.
- B. Purchaser agrees to hold harmless Seller from and against any and all third-party claims, government enforcement actions, lawsuits, clean-up orders, liabilities, penalties, or costs arising out of, resulting from, or in any way connected to the environmental condition of the Property, regardless of whether such condition existed prior to or after the Closing Date.

4. **PROVISIONS WITH RESPECT TO THE CLOSING.**

- A. Seller shall execute as required and deliver to Purchaser at the Closing the following to effectuate the transfer of the Property by Seller to Purchaser:

(i) A Bargain and Sale Deed with Covenant Against Grantor's Acts for the Property, duly executed and acknowledged by Seller and in proper form for recording, conveying the Property to Purchaser, and subject to the following: (1) liens for taxes, assessments and governmental charges not yet due and payable or due and payable but not yet delinquent; (2) as otherwise set forth in this Agreement;

(ii) A Combined Real Estate Transfer Tax Return/Credit Line Mortgage Certificate and Certification of Exemption from Estimated Personal Income Tax (Form TP-584) and a Real Property Transfer Report Form (5217) for the Property;

(iii) A Non-Foreign (FIRPTA) Affidavit pursuant to Section 1445 of the Internal Revenue Code for the Property;

(iv) A Statement of Sale with applicable prorations as of the date of Closing;

(v) Such other affidavits and any and all of the documents as may be reasonably required by the title insurance company providing title insurance to Purchaser; and

(vi) An up to date real property Survey Affidavit of the Property.

- B. Transfer of title to the Property (the "Closing") shall be held at the office of Seller's attorney on or about the date which is five (5) business days following the expiration of all applicable contingencies (subject to satisfaction of all contingencies). Possession of the Property shall be transferred to Purchaser at Closing. Except as may be expressly set forth in this Agreement: (i) neither Seller, nor the employees, agents or representatives of Seller have made any verbal or written representations or warranties whatsoever with respect to the condition of the Property, its suitability for any use, the zoning and other laws, regulations and rules applicable thereto or the compliance by the Property therewith, or the taxes or other charges applicable thereto; (ii) Purchaser has not relied and will not rely on any such representations made or to be made; and (iii) Purchaser acknowledges that no such representations or warranties have been made. The place or date of the Closing may be changed by mutual agreement between the parties or their attorneys.

4. **CLOSING ADJUSTMENTS AND CLOSING COSTS.**

Rents, insurance premiums, utility invoices, City and County property taxes, School taxes, including general and special assessments levied and assessed against the Property, shall be prorated and adjusted between the parties hereto as of the date of

Closing. Purchaser shall be responsible for the payment of the New York State documentary transfer tax, New York State mortgage tax, if any, and all recording fees at the time of recording. Seller and Purchaser shall each be responsible for their respective legal fees in connection with this Agreement and the transaction contemplated herein.

5. **NOTICES.**

All notices, requests and other communications under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, addressed to the parties at their respective addresses shown at the beginning of this Agreement, or at such other address which the parties shall have given notice of as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof, on the date of personal delivery or the receipt or refusal thereof as the case may be.

Copies of any notice (as an accommodation and not as a condition to its effectiveness) shall likewise be sent by the same means to the attorney for the respective parties, as follows:

If to Seller: Rome General Lumber, Inc.
529 Erie Boulevard West
Rome, NY 13440

If to Buyer: City of Rome
Attn: Corporation Counsel
198 North Washington Street
Rome, New York 13440

6. **DAMAGE, DESTRUCTION AND CONDEMNATION.**

- A. If, prior to the Closing, all of the Property is damaged or destroyed by fire or other casualty, Seller shall promptly notify Purchaser of such fact. Seller shall then either proceed promptly and with due diligence to make the repairs or notify Purchaser that Seller elects not to make such repairs. Purchaser shall have the option, to be exercised by notice to Seller within five (5) business days after receipt of such notice of the occurrence of such casualty, to either (i) terminate this Agreement even if Seller has agreed to make the repairs and receive a return of all of the Deposit, or (ii) proceed to Closing with an assignment to Purchaser of all of the rights of Seller to the proceeds, if any, under Seller's insurance policy covering the Premises with respect to such damage or destruction which has not been repaired by Seller and there shall be credited against the Purchase Price the amount of any deductible and proceeds previously received by Seller. The provisions of this Section 6 shall survive the Closing.

- B. Seller represents that it has no knowledge of any proceedings instituted or to be instituted by any municipal, state or federal agency to condemn or acquire the Property or any portion thereof, by eminent domain. In the event Seller is informed of the initiation of any condemnation proceeding, Seller agrees to promptly notify Purchaser in writing, forward to Purchaser copies of any and all maps and documents received in connection therewith and permit Purchaser to participate in such proceedings and/or negotiation. If a condemnation is initiated, then Purchaser, within ten (10) business days of Seller's notification, shall notify Seller that Purchaser either: Elects to cancel this Agreement; or Elects to accept delivery of the Deed to the Seller's Parcel and Purchaser shall then pay the full purchase price as set forth herein (less any condemnation award actually received by Seller) or take at Closing an assignment of all Seller's rights in and to any condemnation award not yet received by Seller pertaining to the Property so taken, including substitution of Purchaser in any pending condemnation proceeding.

Purchaser shall be deemed to have elected option (ii) in paragraph A above, if it fails to notify Seller of its election within the time frame stated hereinabove.

7. **MARKETING.**

Commencing as of the date this Agreement has been fully executed, Purchaser shall have the right to market the Property for lease or sale, and Seller shall in all reasonable ways cooperate with Purchaser's efforts to do so.

8. **MISCELLANEOUS.**

- A. Entire Agreement/Modifications. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by a written agreement of such waiver, modification, amendment, discharge or termination executed by the parties and then only to the extent set forth in such instrument.
- B. Applicable Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of New York.
- C. Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- D. Binding Effect/Assignment. This Agreement when executed by both parties shall be binding upon and shall inure to the benefit of the parties hereto and

their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. Purchaser shall have no right to assign its rights and/or obligations under this Agreement without the prior consent of Seller, except as expressly set forth in this Agreement.

- E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronically shall be deemed original signatures for all purposes of this Agreement.
- F. Memorandum of Contract. The parties agree that neither this Agreement, nor a memorandum of this Agreement, shall be recorded and any attempted recordation by Purchaser shall be void and constitute a default hereunder.
- G. Broker. Seller and Purchaser represent and warrant each to the other that they have not engaged in any fashion or in any connection with this transaction, the services of any real estate or other broker, agent or salesman, to create any legal right in any broker, agent or salesman to claim a commission or similar fee with respect to the purchase and sale of the Property contemplated by this Agreement.
- H. Full Performance. The acceptance of the deed by Purchaser shall be deemed to be the full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement except those, if any, which are herein specifically stated to survive the closing.
- I. Default. In the event that Purchaser defaults on its obligations under this Agreement and fails to close and pay the Purchase Price as set forth herein, Seller shall be entitled to retain the Deposit and such shall be Seller's sole remedy for Purchaser's default hereunder. In the event that Seller defaults on their obligations hereunder, Purchaser shall have such rights as are available pursuant to law or at equity, including but not limited to, the right to seek specific performance.
- J. No Interpretation Against Drafter. This Agreement has been entered into at arm's length and between persons sophisticated and knowledgeable in business and real estate matters. Accordingly, any rule of law or legal decision that would require interpretation of this Agreement against the party that has drafted it is not applicable and is irrevocably and unconditionally waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties and this Agreement.
- K. Attorneys' Fees. If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by Seller or Purchaser of its obligations under this Agreement,

the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom. As used in this paragraph, attorneys' fees shall be deemed to include the full and actual costs of any legal services actually performed in connection with the matters involved calculated on the basis of the usual fee charged by the attorney performing such services and shall not be limited to mean "reasonable attorneys' fees as defined in any statute or rule of court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale as of the day and year first above written.

SELLER:

PURCHASER:

Rome General Lumber, Inc

City of Rome, New York

By: _____

By: _____

Printed: _____

Jeffrey M. Lanigan

Its: _____

Mayor