

John M. Sparace
1st Ward

John B. Mortise
2nd Ward

Linda Fazio
3rd Ward

Ramona L. Smith
4th Ward



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

John A. Nash
Common Council President

John A. Reilly
5th Ward

Riccardo D. Dursi, Jr.
6th Ward

David E. Sbaraglia
7th Ward

Eric Seelig
City Clerk

COMMON COUNCIL MEETING
REGULAR SESSION

Proceedings submitted by Jillian Campbell, Deputy City Clerk

AUGUST 26, 2026
7:00 P.M.

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

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

RESOLUTIONS

- | | |
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| RES. NO. 102
Adopted | AUTHORIZING THE USE OF THE GENERAL FUND TO FUND THE RETIREMENT CONTRIBUTION RESERVE. Adams |
| RES. NO. 103
Adopted | AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE DISCOVERY GRANT FOR ENHANCEMENT OF LAW ENFORCEMENT DISCOVERY UNIT PROCESS (\$30,000.00). James |
| RES. NO. 104
Adopted | AUTHORIZING AMENDMENT TO RESOLUTION NO. 62 OF 2022 TO REVISE TOTAL PROJECT COST AND AUTHORIZED LOCAL MATCH FOR THE 701 LAWRENCE STREET ERP PROJECT. Andrews |
| RES. NO. 105A
Adopted | AUTHORIZING TRANSFER OF FUNDS FOR TORNADO DEMO & REHAB CITY OWNED PARCELS. Adams |

ORDINANCES

- | | |
|--|---|
| ORD. NO. 9897
Adopted | AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PARCEL (118 WEST FOX STREET) TO BUYER (\$4,000.00). Domenico |
| ORD. NO. 9898
Adopted | AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH PAULINE KAPINOS TO PURCHASE REAL PROPERTY FOR THE MERRICK ROAD BRIDGE PROJECT (\$1,700.00). Guiliano |
| ORD. NO. 9899
Adopted | AUTHORIZING TO AMEND ORDINANCE NO. 9887 DATED JUNE 24, 2026. Guiliano |
| ORD. NO. 9900
Adopted | AMENDING ORDINANCE NO. 9896. Mayor Lanigan |

TABLED LEGISLATION

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

Motion to adjourn by Smith, seconded by Mortise, and so ordered August 26, 2026.

RESOLUTION NO. 102

**AUTHORIZING THE USE OF THE GENERAL FUND
TO FUND THE RETIREMENT CONTRIBUTION RESERVE.**

By Councilor Sbaraglia:

WHEREAS, Brian Adams, Treasurer for the City of Rome, has requested the use of \$2,000,000.00 from the General Fund to fund the Retirement Contribution Reserve; now, therefore

BE RESOLVED, that the Common Council of the City of Rome hereby authorizes the use of \$2,000,000.00 from the General Fund to fund the Retirement Contribution Reserve, as follows:

AG87808	Retirement Contribution	\$2,000,000.00
AG911	Unassigned Fund Balance	(\$2,000,000.00);
and		

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

Seconded by Councilor Reilly.

AYES: Mortise, Fazio, Smith, Reilly, Sbaraglia
NAYS: None
EXCUSED: Sparace, Dursi
ADOPTED: August 26, 2026

RESOLUTION NO. 103

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE DISCOVERY GRANT FOR ENHANCEMENT OF LAW ENFORCEMENT DISCOVERY UNIT PROCESS (\$30,000.00).

By Councilor Mortise:

WHEREAS, Kevin James, Police Chief of the City of Rome, has requested that the City of Rome accept a grant award from the Oneida County District Attorney's Office to be used for the enhancement of law enforcement discovery process, for an amount not to exceed \$30,000.00; now, therefore

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome and his designees are authorized to accept a grant award from the Oneida County District Attorney's Office for enhancement of the law enforcement discovery process, for an amount not to exceed \$30,000.00. If approved, the Mayor is authorized to execute any and all other contracts, documents and instruments necessary to accept said funds and allow the City to expend the grant funds and to fulfill the City of Rome's obligation under said application; and

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

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

Seconded by Councilor Fazio.

AYES: Mortise, Fazio, Smith, Reilly, Sbaraglia
NAYS: None
EXCUSED: Sparace, Dursi
ADOPTED: August 26, 2026

RESOLUTION NO. 104**AUTHORIZING AMENDMENT TO RESOLUTION NO. 62 OF 2022 TO REVISE TOTAL PROJECT COST AND AUTHORIZED LOCAL MATCH FOR THE 701 LAWRENCE STREET ERP PROJECT.**

By Councilor Fazio:

WHEREAS, the 701 Lawrence Street site is comprised of two parcels that are separated by the New York State Barge Canal. The parcel to the north of the Barge Canal is located at the intersection of Luquer and Lawrence Street and comprises 1.85 acres. This site was designated by the New York State Department of Environmental Conservation (NYSDEC) as Operable Unit 1 (OU-1), and is referred to by the City as the Lawrence and Luquer Site. The parcel to the south of the Barge Canal is located at the intersection of Martin and Lawrence Street and consists of 1.4 acres. This parcel, which was designated as OU-2 by the NYSDEC, is referred to by the City as the Lawrence and Martin Street site. It is important to note that separate Record of Decisions (RODs) were issued by the Department for OU-1 and OU-2. Specifically, the ROD for OU-1 was issued by the NYSDEC on February 15, 2017, while the ROD for OU-2 was issued on March 21, 2018.

WHEREAS, The City of Rome previously submitted two SAC Amendment requests to the Department for the Lawrence Street sites which were subsequently approved by the NYSDEC for Contract No. DEC01-C01212GG-3350000. Specifically, the additional SAC funds requested by the City for OU-1 (\$375,095) and OU-2 (\$354,791) were combined by the NYSDEC for a total amended SAC amount of \$729,886 for the 701 Lawrence Street sites.

WHEREAS, This SAC Amendment request pertains to both OU-1 and OU-2. As previously noted, the amended SAC amounts for OU-1 and OU-2 are \$375,095 and \$354,791, respectively. The OU-2 SAC amount was previously based on the estimated project cost of \$394,213, as presented on the attached Soil Cover System Construction and Engineering Cost Estimate dated March 2022. It should be noted that the estimated OU-2 project cost of \$394,213 included the construction cost for the installation of the soil cover system, estimated at \$280,875.

WHEREAS, The City recently received bids to implement the selected cleanup remedy for OU-2, and the low bid for construction of a soil cover system was in the amount of \$399,300. Consequently, the low bid exceeds the previously referenced March 2022 construction cost estimate. In addition to this overage, B&L has also identified other engineering tasks associated with the OU-1 and OU-2 sites that were not included in the previous SAC amendment request, such as preparation and administration of a Stormwater Pollution and Prevention Plan (SWPPP) and additional reporting requirements requested by the Department for OU-1 and OU-2.

WHEREAS, the revised remedial cost estimate incorporates the costs for the performance of a site survey, preparation of technical specifications and contract bid documents, and construction oversight. The revised cost estimate also includes the fees associated with the preparation of separate Construction Completion Reports (CCRs), a combined Final Engineering Report (FER) for OU-1 and OU-2, and a combined Site Management Plan (SMP) for OU-1 and OU-2. As such, the revised cost estimate for the OU-1 portion of the 701 Lawrence Street site is \$431,772, which reflects no increase, The revised remedial cost estimate for the OU-2 portion of the 701 Lawrence Street site is \$554,350, which represents a \$35,000 increase to the original amount of \$519,350.

WHEREAS, Matthew Andrews, Deputy Director of Community and Economic Development, recommends an amendment to Resolution No. 62, adopted on June 8, 2022 to allow for an increase of \$31,500 for a total amount not to exceed \$887,509.80 and to extend the current SAC contract for a period of 1 year from June 7, 2026 to June 7, 2027. Proposed changes are as followed:

Current:	Total Project Cost	DEC Grant Request 90%	Local Match 10%
OU#1	\$431,772	\$388,594.80	\$43,177.20
OU#2	\$519,350	\$467,415.00	\$51,935.00
Totals	\$951,122	\$856,009.80	\$95,112.20

Proposed:	Total Project Cost	DEC Grant Request 90%	Local Match 10%
OU#1	\$431,772	\$388,594.80	\$43,177.20
OU#2	\$554,350	\$498,915.00	\$55,435.00
Totals	\$986,122	\$887,509.80	\$98,612.20

BE IT RESOLVED, the City authorizes an amendment to Resolution No. 62, adopted on June 8, 2022 to allow for an increase of \$31,500 for a total amount not to exceed \$887,509.80 and to extend the current SAC contract for a period of 1 year from June 7, 2026 to June 7, 2027, pursuant to the documents attached hereto and made part of this Resolution; and

BE IT FURTHER RESOLVED, that the City treasurer is authorized to amend capital accounts as needed for the purpose of expending said project fund.

Seconded by Councilor Reilly.

AYES: Mortise, Fazio, Smith, Reilly, Sbaraglia
 NAYS: None
 EXCUSED: Sparace, Dursi
 ADOPTED: August 26, 2026

RESOLUTION NO. 105A**AUTHORIZING TRANSFER OF FUNDS
FOR TORNADO DEMO & REHAB CITY OWNED PARCELS.**

By Councilor Mortise:

WHEREAS, Brian Adams, Treasurer for the City of Rome, has requested to amend capital project accounts HIJ and HFE; now, therefore

BE IT RESOLVED, that the Common Council of the City of Rome hereby authorizes amendments to capital project accounts HIJ and HFE as follows:

HIJ

<u>Source:</u>	<u>Previous:</u>	<u>Adjustment:</u>	<u>Final:</u>
ESD Grant	\$2,000,000.00	(\$1,165,212.07)	\$834,787.93
Project Budget	\$2,000,000.00	(\$1,165,212.07)	\$834,787.93

HFE

<u>Source:</u>	<u>Previous:</u>	<u>Adjustment:</u>	<u>Final:</u>
ESD Grant	\$1,280,000.00	\$1,165,212.07	\$2,445,212.07
Project Budget	\$1,280,000.00	\$1,165,212.07	\$2,445,212.07

; and

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

Seconded by Councilor Sbaraglia.

Motion by Mortise to strike "CREATION OF A CAPITAL PROJECT ACCOUNT" from title and replace it with "TRANSFER OF FUNDS," seconded by Sbaraglia, and so ordered August 26, 2026.

AYES: Mortise, Fazio, Smith, Reilly, Sbaraglia

NAYS: None

EXCUSED: Sparace, Dursi

ADOPTED: August 26, 2026

ORDINANCE NO. 9897

**AUTHORIZING MAYOR OF THE CITY OF ROME TO APPROVE
THE SALE OF CITY OWNED PARCEL (118 WEST FOX STREET)
TO BUYER (\$4,000.00).**

By Councilor Smith:

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 118 West Fox Street (Tax Map No. 242.042-2-27) 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 118 West Fox Street (Tax Map No. 242.042-2-27) to the buyer listed in Exhibit A, 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 Fazio.

By Councilor Sbaraglia:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9897.

Seconded by Councilor Reilly.

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

ORDINANCE NO. 9897

AYES: Mortise, Fazio, Smith, Reilly, Sbaraglia
NAYS: None
EXCUSED: Sparace, Dursi
ADOPTED: August 26, 2026

EXHIBIT "A"

TAX MAP NO: (Tax Map No. 242.042-2-27)
PROPERTY ADDRESS: 118 West Fox Street
CONSIDERATION: \$4,000.00
BUYER: DeSalvo Properties, LLC

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: August 7, 2026

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **direct sale** agreement with DeSalvo Properties, LLC for 118 W. Fox St, tax map ID #242.042-2-27, per the recommendation of the Real Property Committee. The purchase offer is \$4,000 and there is no rehabilitation period.

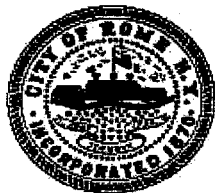
Message:

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 DeSalvo Properties, LLC to purchase a parcel located at 118 W. Fox 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	118 W. Fox St.
Tax Map Number	242.042-2-27
Parcel Description	Lot 33 x 92
Parcel Zoning	R-P
Ward Councilor	R. Smith
Date of City Ownership	6/12/2025
DUE DILIGENCE CATEGORY	STATUS
Project Description	Purchase of vacant lot as investment
Proposer Name	DeSalvo Properties, LLC
Proposed Time Frame	N/A
Proposed Price	\$4,000
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: 7/6/2026

Name(s): DeSalvo Properties LLC

Address: [REDACTED]

Tel No.: [REDACTED]

E-mail: [REDACTED]

Contact Name of Business Applicant: [REDACTED]

Mailing Address:
(if different from above) Rome, NY 13440

Location of subject property: 118 West Fox

Tax map number: 242.042.2.27

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

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: \$4000.00
(2) Legal fees and disbursements: \$1000.00
(3) Cost of insurance, naming the City of Rome as an additional insured. The amounts of such insurance shall be in the sum of five hundred thousand dollars (\$500,000) for personal injury/general liability and five hundred thousand dollars (\$500,000) for property damage/fire loss, or, in the alternative, blanket coverage for five hundred thousand dollars (\$500,000). Note: insurance premiums may vary. Please check with your Insurance Company as to your specific policy premiums. \$300.00
(4) Abstract searches and/or title insurance: 1000.00
(5) Rehabilitation expenses: \$4000.00

Total Estimate of Investment: \$9900.00

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. Beacon Bank

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 rehabilaition 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.

RD 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).

RD 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.

RD 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.

RD 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.

RD Initial

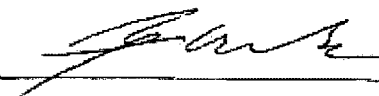
I understand that property will not be sold to anyone with delinquent City of Rome, Oneida County or City of Rome School District taxes.

RD 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

RD Initial

Signature of Applicant



Date

7/6/2026

Rehabilitation Estimate & Schedule			
	Cost Estimate of Repair	Rationale for Estimate	Days to Complete from Start
Foundation			
Roof			
Basement / Crawl Space			
Exterior Finish			
Landscaping	1000.00	Ex. Level lawn, pismo grass	2 weeks
Driveway / Parking Area	1000.00	Rebuild driveway	10 weeks
Sidewalk	2000.00	fix side sidewalk	3 months
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	51000.00	TOTAL LENGTH OF REHABILITATION	3 months



242.042-2-27
City Of Rome
118 W Fox 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: 3,000
Total AV: 3,000



- Parcel 242.042-2-27
 - History
 - Assessment
 - Exempt(s)
 - Spec Dist(s)
 - Description
 - Owner(s)
 - Images
 - Gis
 - Site (1) Res
 - Land(s)
 - Valuation
 - Sale06/12/25
 - Notes
 - Sale02/10/03
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
 - Sale04/09/02
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
 - Sale01/30/90
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation

Owner	Tax Bill Mailing Address	3rd Party Address	Bank
Total 1 Owners: To open, click the appropriate row (Right Click to Add)			
City Of Rome Owner Type: Primary Design Status:			
Last Name / Company: First Name: MI: Jr., Sr., etc:			
City Of Rome			
Attention To / In Care Of: Additional Address:			
Street No: Prefix Dir: Street / Rural Route: St Suffix: Post Dir: UnitName: Unit No:			
City Hall			
Po Box No: City/Town: State: Zip Code:			
Rome NY 13440			
Country: enter if not "USA" Bar Cd: Ownership: e.g. Life Use Owner Type:			
P = Primary			
Owner's Primary Residence			

ORDINANCE NO. 9898

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH
PAULINE KAPINOS TO PURCHASE REAL PROPERTY FOR THE MERRICK ROAD BRIDGE PROJECT
(\$1,700.00).**

By Councilor Mortise:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has recommended that the City of Rome enter into an Agreement with Pauline Kapinos to purchase real property on Merrick Road; now, therefore,

BE IT ORDAINED, by the Common Council of the City of Rome, New York, that it does authorize the Mayor of the City of Rome, New York, to enter into an Agreement with Pauline Kapinos to purchase real property on Merrick Road for One Thousand Seven Hundred and 00/100 dollars (\$1,700.00), pursuant to the documents attached hereto and made part of this Ordinance.

Seconded by Councilor Reilly.

By Councilor Fazio:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9898.

Seconded by Councilor Smith.

AYES: Mortise, Fazio, Smith, Reilly, Sbaraglia

NAYS: None

EXCUSED: Sparace, Dursi

ORDINANCE NO. 9898

AYES: Mortise, Fazio, Smith, Reilly, Sbaraglia

NAYS: None

EXCUSED: Sparace, Dursi

ADOPTED: August 26, 2026

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Merrick Road Culvert
Property: 7766 Merrick Road, Rome NY 13440
PIN No: 2754.82 Map(s): 1 Parcels(s): 1

By this Agreement Pauline Kapinos (hereinafter "Seller"), agrees to sell and City of Rome, (hereinafter "Buyer") agrees to purchase the real property interest(s) described below required for public right of way purposes only

1 PROPERTY DESCRIPTION. The Seller agrees to sell, grant, and convey:

A portion of property necessary to complete the Merrick Road Culvert project located in Oneida County, City of Rome, at 7766 Merrick Road, Rome, NY 13440, further described as being a portion of the Seller's lands described in Warranty Deed dated June 17, 2005, and recorded on June 27, 2005 in book 2005 of Deeds at page 13057, Instrument No. 2005-013057 in the Office of the County Clerk for Oneida County, New York and assigned Tax Map No. 223.007-1-27.1, and being the same lands designated as Map(s)-1, Parcel(s) 1, attached hereto as Exhibit "A" (the "Property").

GPI is working for the City of Rome to provide professional engineering services related to the Merrick Road Culvert project. The project involves replacing an existing culvert that is in very poor condition and no longer meets current needs. The structure shows significant deterioration and is vulnerable during major storms, creating safety concerns and the potential risk to nearby public utilities. It is also the only access route for residents and emergency services serving the surrounding neighborhood. The goal of the project is to completely replace the existing culvert with a new, properly sized structure that improves safety, reliability, and long-term performance. The project will focus on correcting current deficiencies while maintaining access to residents throughout construction..

2 IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the Property are included as a part of the sale pursuant to this Agreement:

- All property disturbed within the easement area(s) shall be restored, as nearly as practicable, to its original condition, including grading, surfaces, and vegetation, in accordance with applicable project specifications.
- Site improvements include 1,000 sf of Lawn.

3 PURCHASE PRICE. The total purchase price is \$ **1,700.00 ONE THOUSAND SEVEN HUNDRED DOLLARS AND 00/100.** The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

PAYMENT. Upon Buyer's receipt and approval of this Agreement signed by the Seller, and after authorization by appropriate administrative and legal entities as may be required by statute, and after Buyer has provided all papers necessary to convey clear title, Buyer shall pay the full Purchase Price. In the event of any outstanding liens, a release may be required from the lien holder. Any outstanding lien payments shall be authorized by the Seller. At the time of payment, the Buyer shall issue separate checks for any such obligations and the adjusted purchase price paid to the Seller.

4. CLOSING DATE AND PLACE. Transfer of title rights shall take place at a mutually acceptable location or by mail, on or about 90 days (90) days from the date of the fully executed and approved original of this Agreement.

BUYER'S POSSESSION OF THE PROPERTY. For fee simple and permanent easement acquisitions, the Buyer shall have possession of the property rights, on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.

5. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:

- Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements described in paragraphs 1 and 2 above.

AGREEMENT TO PURCHASE REAL PROPERTY

- Abstract, Bankruptcy, Tax Searches, and Acquisition Map. Buyer will pay for a search of public records, deeds, court, and tax records and will prepare a title certification letter. Buyer will pay for and furnish to the Seller an Acquisition Map(s).

6. **MARKETABILITY OF TITLE.** If deemed necessary by the Buyer to ensure good, valid and marketable fee simple and/or permanent easement title to the Property, Buyer shall pay for such curative actions necessary to clear title. Curative action is defined as such actions or efforts required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents necessary to establish good, valid, and marketable fee simple and/or permanent easement title.

The Seller shall be responsible for the cost to satisfy liens and encumbrances ("Encumbrances") identified by the Buyer. If there are any encumbrances which can be cured by the payment of money, Seller shall cure such Encumbrances. The cost to cure such Encumbrances shall be deducted from the Purchase Price stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing.

7. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax, if applicable. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

8. **INSURANCE.** The Buyer shall require that its contractor performing work on the Property shall, at all times during the duration of the project, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the property.

9. **ENTIRE AGREEMENT.** This Agreement when signed by both the Seller and the Buyer contains all the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained herein. No verbal agreements or promises will be binding. This Agreement may not be changed orally.

NOTICES. All notices contemplated by this Agreement shall be in writing and delivered by a.) certified or registered mail, return receipt requested, b.) by email or c) by personal delivery. Notices shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given or received by the parties or the attorneys for the parties.

10. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon Seller and Buyer, their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, on this 10 day of June, in the year 2016, the parties have entered into this Agreement.

Signature: Pauline A. Kapinos
Print Name: Pauline Kapinos
Title: Property Owner
Date: 6/10/2016

Signature: _____
Print Name: _____
Title: _____
Sponsor: City of Rome
Date: _____

 PLEASE SIGN

ORDINANCE NO. 9899

AUTHORIZING TO AMEND ORDINANCE NO. 9887 DATED JUNE 24, 2026.

By Councilor Mortise:

WHEREAS, at a meeting scheduled on June 24, 2026, the Common Council adopted Ordinance No. 9887 approving an easement with National Grid for the property located at 920 Swancott Mills Road, Town of Lewis, NY (parcel tax map no. 416.000-1-27.1) for pole installation; and

WHEREAS, Joseph Guiliano, Commissioner of the Department of Public Works for the City of Rome, New York has recommended that the City of Rome, New York amend Ordinance No. 9887 dated June 24, 2026 to install an additional pole for overhead wire support; now, therefore

BE IT ORDAINED, that the Common Council of the City of Rome authorizes to amend Ordinance No. 9887 dated June 24, 2026 to install an additional pole for overhead wire support, pursuant to the documents attached hereto and made part of this Ordinance.

Seconded by Councilor Reilly.

By Councilor Sbaraglia:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9899.

Seconded by Councilor Smith.

AYES: Mortise, Fazio, Smith, Reilly, Sbaraglia

NAYS: None

EXCUSED: Sparace, Dursi

ORDINANCE NO. 9899

AYES: Mortise, Fazio, Smith, Reilly, Sbaraglia

NAYS: None

EXCUSED: Sparace, Dursi

ADOPTED: August 26, 2026

AMENDMENT TO THE GRANT OF EASEMENT

This Amendment to the Grant of Easement (this "Amendment") is made as of the _____ day of _____, 2026 by and between **CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York and situate in Oneida County, New York, having an address at **198 North Washington Street, Rome, New York 13440** (the "Grantor"), and **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (the "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of a certain parcel of land in the Town of **Lewis**, County of **Lewis**, and State of **New York**, more particularly described in that certain deed dated **02/11/1963** and recorded in the **Lewis** County Clerk's Office on **03/06/1963** in Liber **274** at Page **180** and consists of land described as being part of **Tax Parcel No./SBL No. 416.00-01-27.100** of the County of **Lewis**, State of **New York**, commonly known as **920 Swancott Mill Road** (hereinafter the "Grantor's Land"); and

WHEREAS, Grantee is the owner of certain perpetual rights and easements for electric distribution purposes under, across and upon portions of the Grantor's Land being more particularly described in that certain recorded grant of easement from **City of Rome, New York** to **Niagara Mohawk Power Corporation**, dated **07/08/2026** and recorded with the **Lewis** County Clerk's Office on **07/16/2026**, Instrument #: **2026-003560** (the "Original Easement"); and

WHEREAS, the parties wish to amend the Original Easement to modify the location and extent of Grantee's easement rights.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements herein, the parties hereto agree as follows:

1. **Location.** The description of the easement described in the Original Easement shall be and is hereby modified so that the "Easement Area" as defined therein shall consist of a portion of the Grantor's Land, the general location of which is shown on the sketch entitled "**Work Request # 31330255**, dated **08/05/2026**" which sketch is attached hereto as Exhibit "A" and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantee in substantial compliance with Exhibit "A" hereto.

2. **Miscellaneous.** Except as hereby amended in this Amendment, all terms and conditions in the Original Easement shall remain in full force and effect. In the event of any inconsistencies between the Original Easement and this Amendment, the terms of this Amendment shall control. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart. Nothing contained herein shall be construed to amend or modify any of the rights, privileges, or obligations of any other party to any instrument referred to herein.

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

GRANTOR:

CITY OF ROME, NEW YORK

By: _____

Name: _____

Title: _____

State of _____)

ss:

County of _____)

On the ____ day of _____ in the year 2026, before me, the undersigned, a Notary Public in and for said state personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

GRANTEE:

NIAGARA MOHAWK POWER CORPORATION

By: _____

Name: _____

Title: _____

State of _____)

ss:

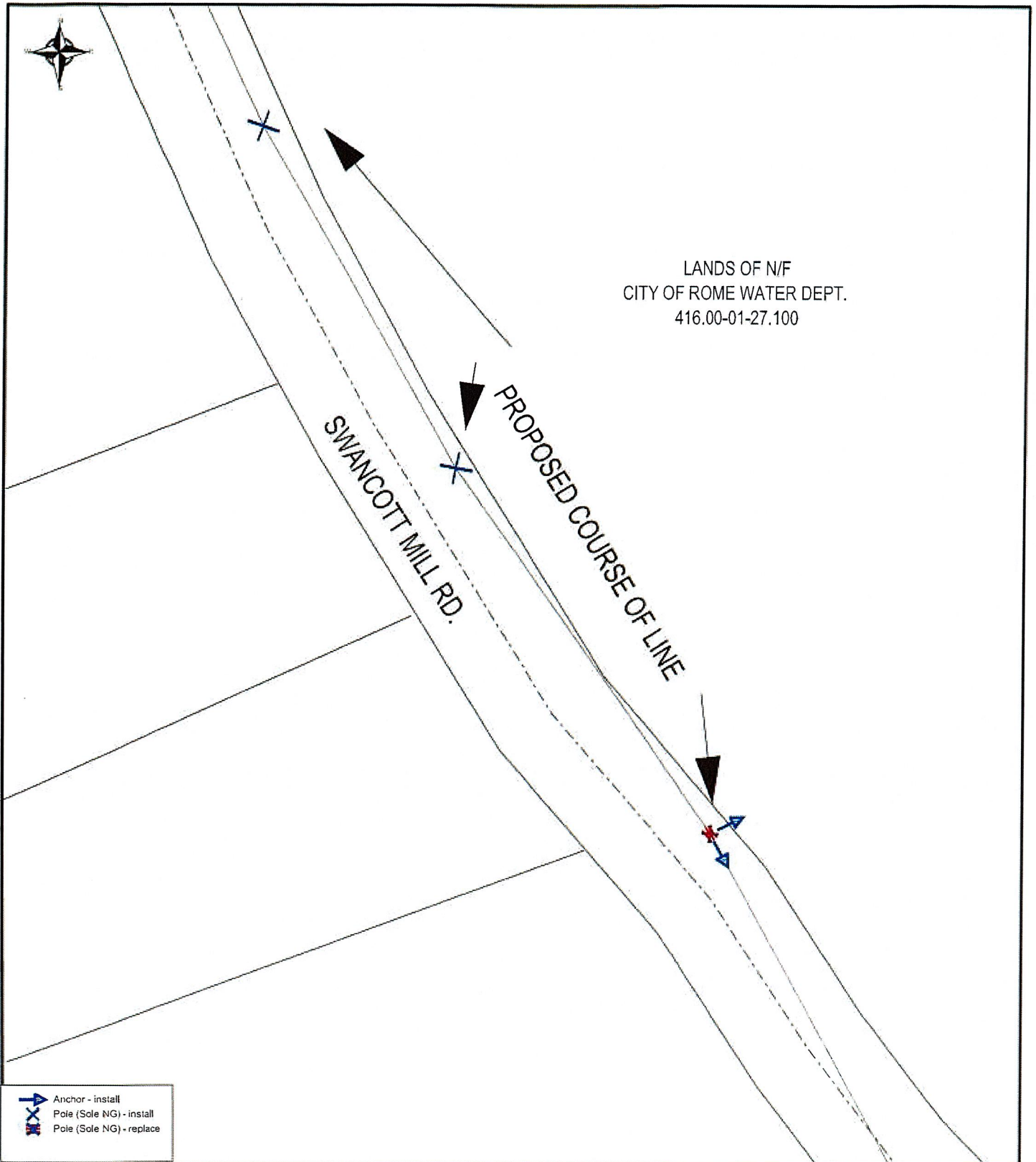
County of _____)

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said state personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

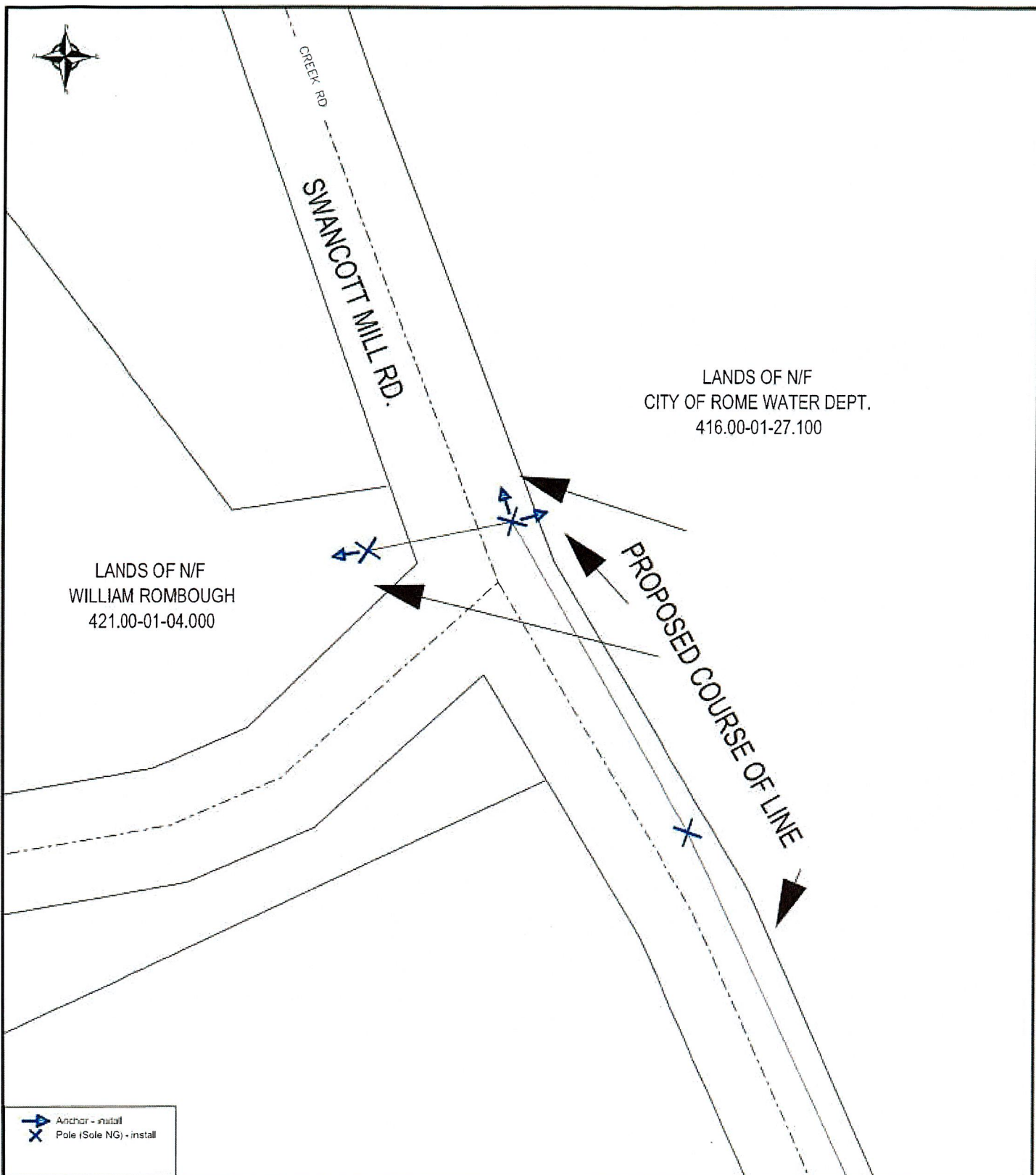
Notary Public

RETURN TO:

National Grid Attn: Margaret Bevard, ROW Agent Right of Way, A-3 300 Erie Boulevard West Syracuse, NY 13202



EASEMENT #:	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
DESIGNER: Provost, Riley DATE: 08/05/2026 WORK ORDER #: 18-26-31330255	SKETCH FOR THE INSTALLATION ON LANDS OF N/F CITY OF ROME WATER DEPT. 920 SWANCOTT MILL RD. TOWN OF LEWIS COUNTY OF LEWIS TAX ID: 416.00-01-27.100	nationalgrid Page 1 of 2



EASEMENT #:	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
DESIGNER: Provost, Riley DATE: 08/05/2026 WORK ORDER #: 18-26-31330255	SKETCH FOR THE INSTALLATION ON LANDS OF N/F CITY OF ROME WATER DEPT. 920 SWANCOTT MILL RD. TOWN OF LEWIS COUNTY OF LEWIS TAX ID: 416.00-01-27.100	 Page 2 of 2

COMMON COUNCIL

JUNE 24, 2026

ORDINANCE NO. 9887

**AUTHORIZING AN EASEMENT WITH NATIONAL GRID FOR
THE PROPERTY LOCATED AT 920 SWANCOTT MILLS ROAD, TOWN OF LEWIS, NY.**

By Councilor Smith:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has requested authorization to approve an easement with National Grid for the property located at 920 Swancott Mills Road, Town of Lewis, NY (parcel tax map no. 416.000-1-27.1), for pole installation; 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 purposes of approving an easement with National Grid for the property located at 920 Swancott Mills Road, Town of Lewis, NY (parcel tax map no. 416.000-1-27.1), for pole installation.

Seconded by Councilor Reilly.

By Councilor Fazio:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9887.

Seconded by Councilor Sbaraglia.

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

ORDINANCE NO. 9887

AYES: Sparace, Mortise, Fazio, Smith, Reilly, Sbaraglia
NAYS: None
EXCUSED: Dursi
ADOPTED: June 24, 2026

GRANT OF EASEMENT

CITY OF ROME, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York and situate in Oneida County, New York, having an address at 198 North Washington Street, Rome, New York 13440 (hereinafter referred to as "Grantor"), is the owner of that certain parcel of real property commonly known as 920 Swancott Mill Road, located in the Town of Lewis, County of Lewis, and State of New York, identified on the tax maps of the County of Lewis as Section 416.00/Block 01/Lot 27.100 (SBL #416.00-01-27.100) and pursuant to that certain deed recorded with the County Clerk of the County of Lewis on 03/06/1963 in Liber 274 at Page 180 (the "Grantor's Land"), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **VERIZON NEW YORK, INC.**, having an address at 140 West Street, New York, New York 10007 (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor's Land (the "Easement") under the following terms and conditions,

Section 1 – Description of the Easement. The Easement provides the Grantees with the right, privilege, and authority to:

a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the purpose of transmitting intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that certain portion of the Grantor's Land described in Section 2 below (the "Easement Area"), and any highways abutting or running through the Grantor's Land, and to renew, replace, remove, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and

b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor's Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees' existing or proposed Facilities; and

d. excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of the work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor's Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "Easement Sketch - Exhibit A, WR #18-26-31330255", which sketch is attached hereto as Exhibit A and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 3 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 4 - General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 2026.

CITY OF ROME, NEW YORK

By: _____
(signature)

Name: _____
(printed)

Its: _____
(title)

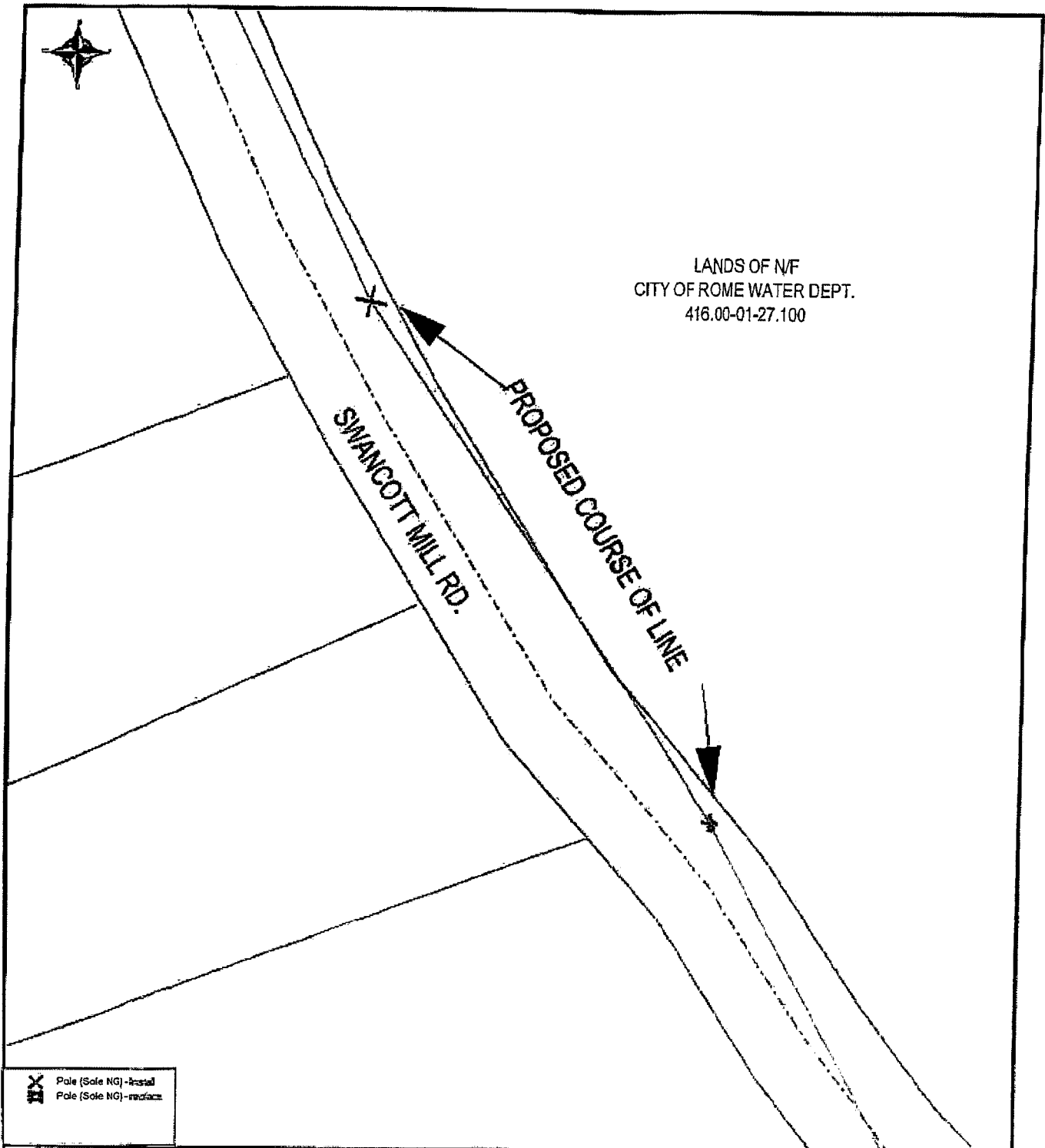
State of _____)
County of _____) ss:

On the ____ day of _____ in the year 2026, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

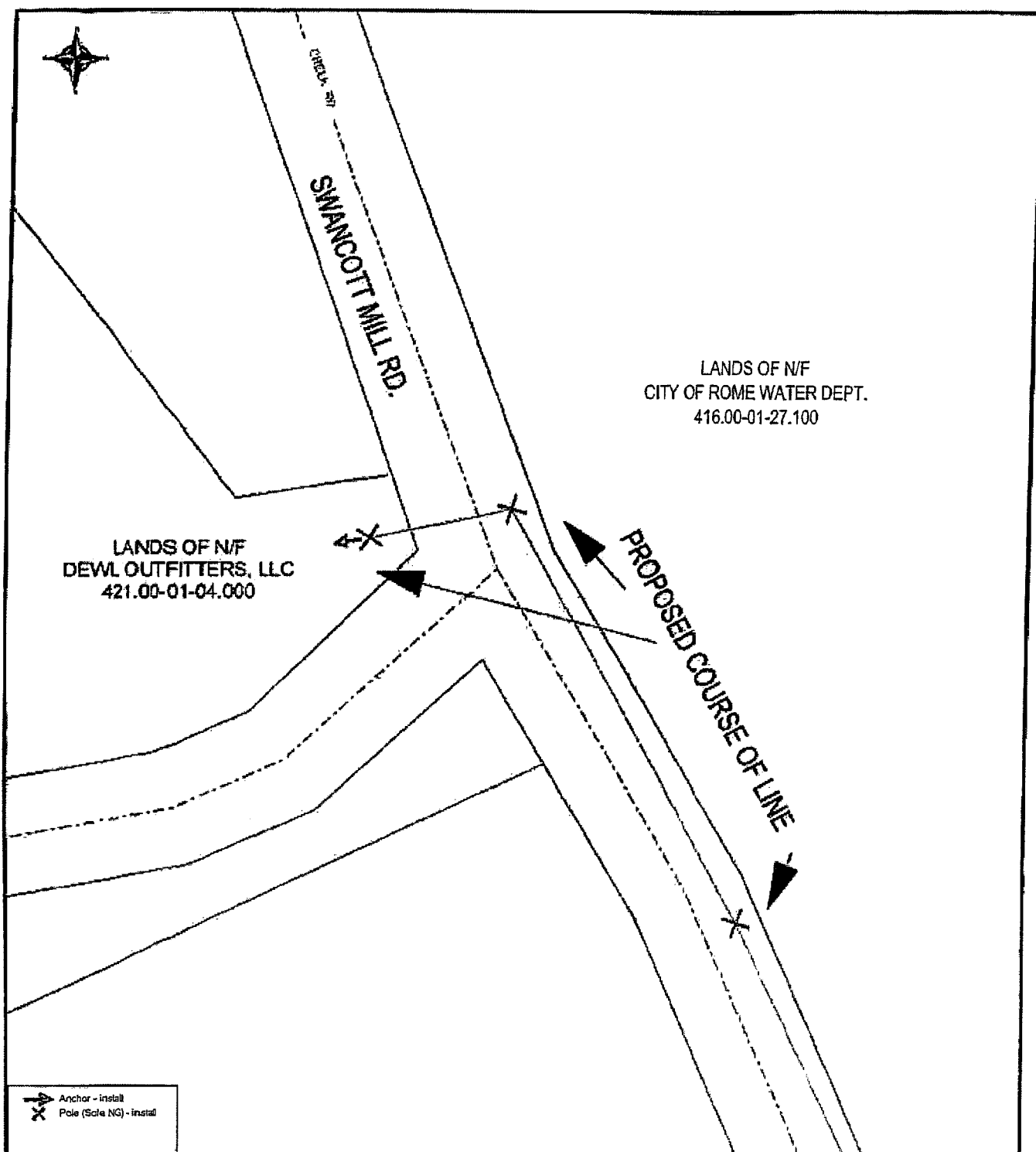
Notary Public

RETURN TO:

National Grid
Attention: Margaret Bevard
Right of Way, A-3
300 Erie Boulevard West
Syracuse, NY 13202



EASEMENT #:	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
DESIGNER: Provost, Riley DATE: 06/09/2026 WORK ORDER #: 18-26-51330255	Lands of City of Rome Water Dept. 920 Swancott Mill Road Town of Lewis / County of Lewis Tax ID: 416.00-01-27.100	nationalgrid SHEET 1 of 2



EASEMENT #:	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
DESIGNER: Provost, Riley DATE: 06/09/2026 WORK ORDER #: 18-26-31330255	Lands of City of Rome Water Dept. 920 Swancott Mill Road Town of Lewis / County of Lewis Tax ID: 416.00-01-27.100	nationalgrid SHEET 2 of 2

GRANT OF EASEMENT

CITY OF ROME, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York and situate in Oneida County, New York, having an address at 198 North Washington Street, Rome, New York 13440 (hereinafter referred to as "Grantor"), is the owner of that certain parcel of real property commonly known as 920 Swancott Mill Road, located in the Town of Lewis, County of Lewis, and State of New York, identified on the tax maps of the County of Lewis as Section 416.00/Block 01/Lot 27.100 (SBL #416.00-01-27.100) and pursuant to that certain deed recorded with the County Clerk of the County of Lewis on 03/06/1963 in Liber 274 at Page 180 (the "Grantor's Land"), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **VERIZON NEW YORK, INC.**, having an address at 140 West Street, New York, New York 10007 (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor's Land (the "Easement") under the following terms and conditions.

Section 1 – Description of the Easement. The Easement provides the Grantees with the right, privilege, and authority to:

a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the purpose of transmitting intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that certain portion of the Grantor's Land described in Section 2 below (the "Easement Area"), and any highways abutting or running through the Grantor's Land, and to renew, replace, remove, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and

b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and

c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor's Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees' existing or proposed Facilities; and

d. excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of the work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor's Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "Easement Sketch - Exhibit A, WR #18-26-31330255", which sketch is attached hereto as Exhibit A and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 3 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 4 - General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 2026.

CITY OF ROME, NEW YORK

By: _____
(signature)

Name: _____
(printed)

Its: _____
(title)

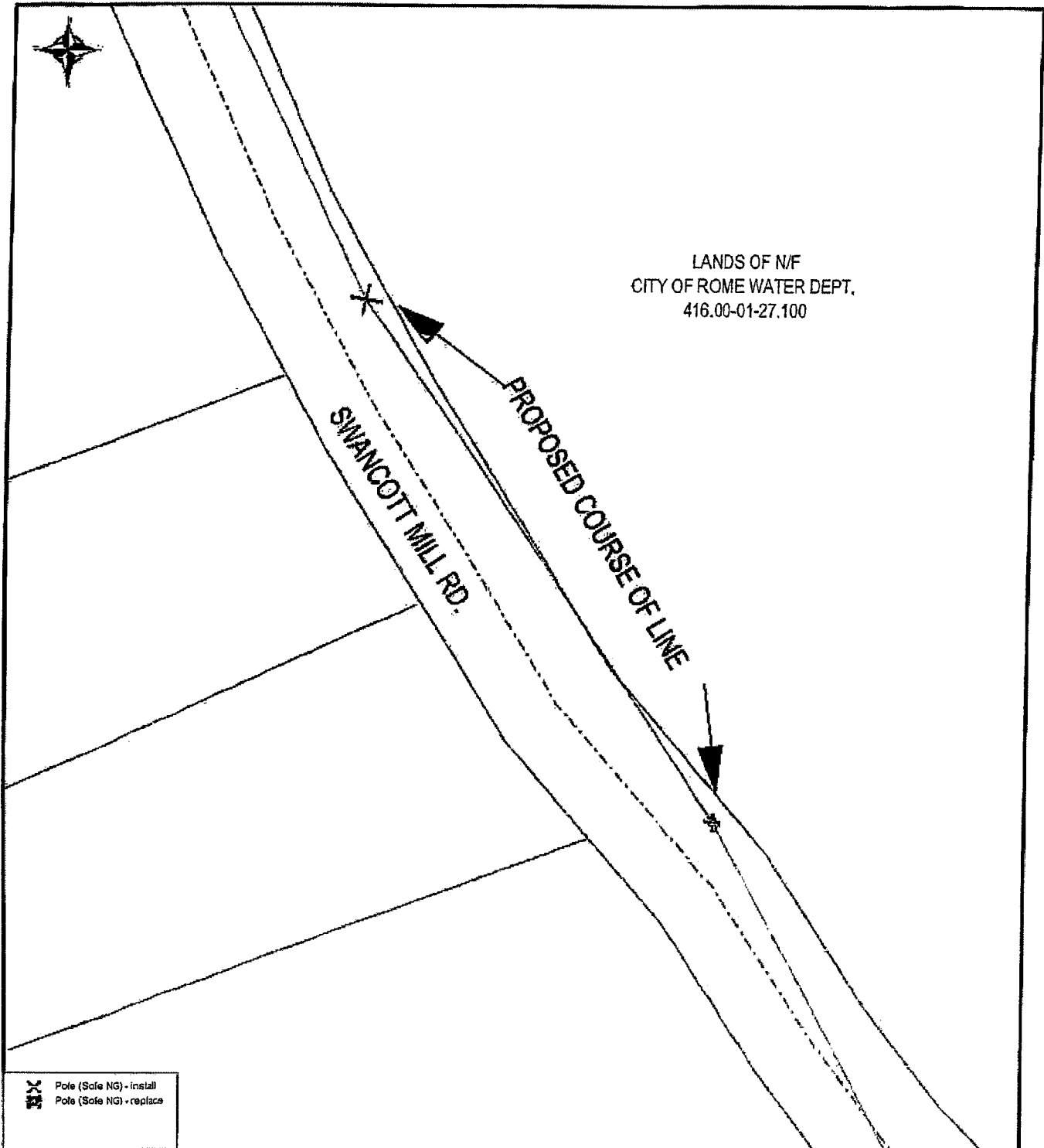
State of _____ }
County of _____ } ss:

On the ____ day of _____ in the year 2026, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

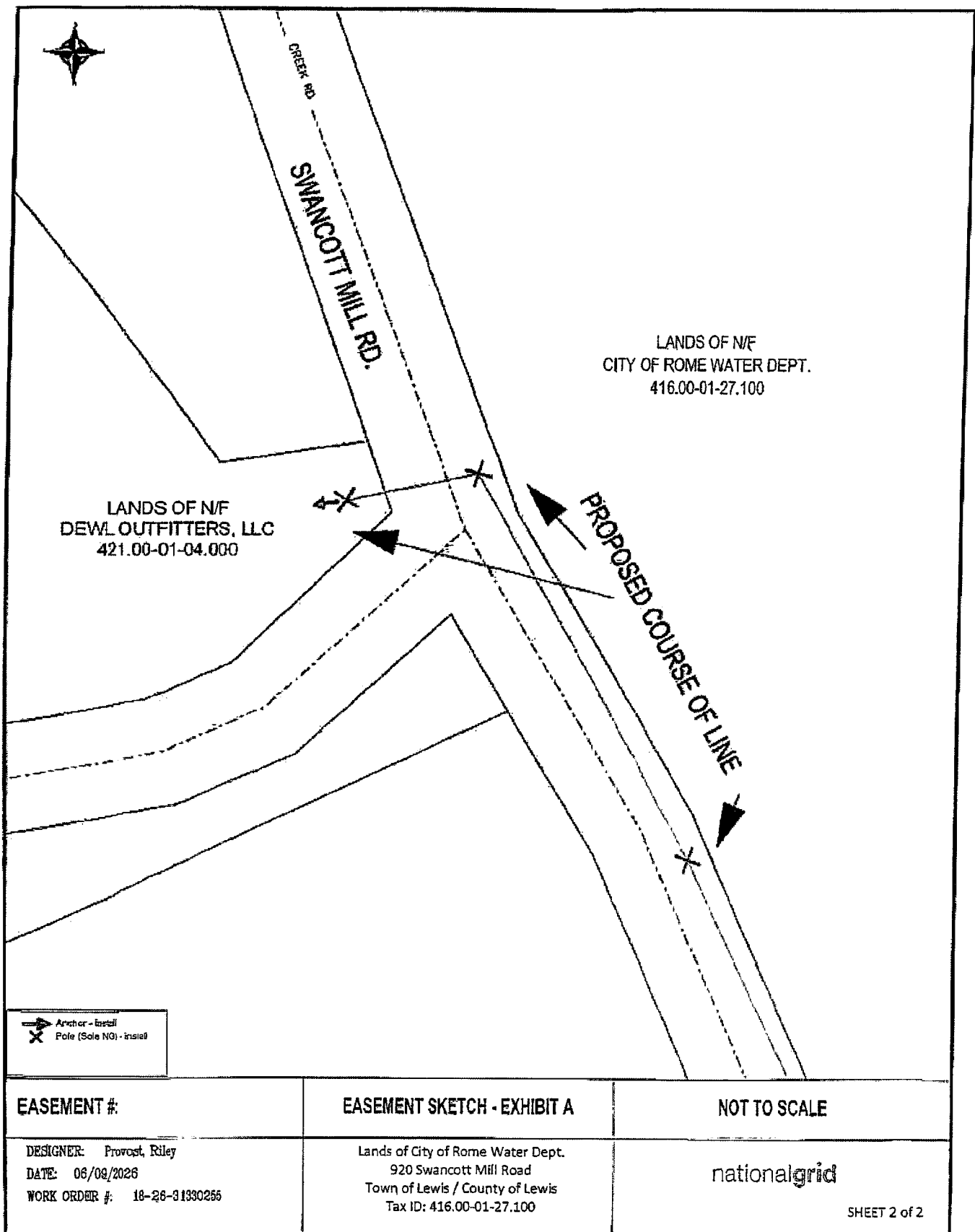
Notary Public

RETURN TO:

National Grid
Attention: Margaret Bevard
Right of Way, A-3
300 Erie Boulevard West
Syracuse, NY 13202



EASEMENT #:	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
DESIGNER: Provost, Riley DATE: 06/09/2028 WORK ORDER #: 18-26-31330256	Lands of City of Rome Water Dept. 920 Swancott Mill Road Town of Lewis / County of Lewis Tax ID: 416.00-01-27.100	nationalgrid SHEET 1 of 2



ORDINANCE NO. 9900

AMENDING ORDINANCE NO. 9896.

By Councilor Smith:

WHEREAS, at a meeting held on August 12, 2026, the Common Council of the City of Rome, New York adopted Ordinance No. 9896 authorizing the acquisition of 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 Mayor of the City of Rome has requested to amend Ordinance No. 9896 to reflect 107 Canal Street as the correct address of the property being purchased; and

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

BE IT ORDAINED, that Ordinance No. 9896 adopted on August 12, 2026, is hereby amended to reflect 107 Canal Street as the correct address of the property being purchased and 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 Reilly.

By Councilor Mortise:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9900.

Seconded by Councilor Sbaraglia.

AYES: Mortise, Fazio, Smith, Reilly, Sbaraglia

NAYS: None

EXCUSED: Sparace, Dursi

ORDINANCE NO. 9900

AYES: Mortise, Fazio, Smith, Reilly, Sbaraglia

NAYS: None

EXCUSED: Sparace, Dursi

ADOPTED: August 26, 2026

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 107 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

ORDINANCE NO. 9884A

**AMENDING ROME CODE OF ORDINANCES CHAPTER 80 TO
PROHIBIT THE ESTABLISHMENT, INSTALLATION AND CONSTRUCTION
OF BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ROME.**

By Councilor Mortise:

WHEREAS, pursuant to Article IX of the New York State Constitution, Municipal Home Rule Law, New York State General City Law §§ 20(24), 20(25), 28-a and 83, and the Rome Zoning Code, the City of Rome Common Council has the authority to regulate the use of land within its borders and amend the Zoning Code when it is deemed said amendment would protect the health, welfare and safety of its citizens and businesses and/or further the public interest; and

WHEREAS, the Rome Common Council has considered amendments to the Rome City Code Chapter 80, entitled “Zoning Code”, as it relates to the construction and installation of Battery Energy Storage Systems (“BESS”) in the City of Rome; and

WHEREAS, a BESS is a group of battery cells organized into modules, and then into racks, that store electricity for future use via connection to the electric grid, a local electrical load, or both; and

WHEREAS, the Common Council has considered the public safety and environmental risks including, but not limited to, fires, as well as neighborhood impacts, danger to natural resources, and other concerns associated with BESS installation; and

WHEREAS, the Common Council is also of the opinion that BESS installation within City limits is not consistent with the highest and best use of land or the City’s long-term planning goals; and

WHEREAS, 2nd Ward Councilor John Mortise and 7th Ward Councilor David Sbaraglia have recommended that the Rome Zoning Code be amended to prohibit BESS construction and installation within the City of Rome to protect the public health, welfare and safety; and

WHEREAS, pursuant to the requirements of General Municipal Law Section 239-m, the proposed code amendment has been referred to the Oneida County Planning Commissioner for comment, which said comments were received and filed with the City Clerk’s Office; and

WHEREAS, this proposed code amendment was referred to the Rome Planning Board for their report and recommendations, said report having been sent to the Common Council and being attached hereto as an Exhibit A; and

WHEREAS, a public hearing was held before the Planning Board on July 14, 2026, in order for public comment to be heard and considered regarding the proposed zoning code amendment; and

WHEREAS, all requirements of the State Environmental Quality Review Act ("SEQRA") have been complied with; and

WHEREAS, it is in best interests of the City of Rome to establish said zoning code amendment to protect the health, safety and welfare of the residents of the City of Rome, and to assure that BESS construction and installation conforms to the City's long-term planning goals; now, therefore

BE IT ORDAINED, by the Common Council of the City of Rome, New York, that the Rome City Code is hereby amended by adding a section to be numbered Chapter 80, Article XII, § 80-12.6, which reads as follows:

ARTICLE XII. – PROHIBITION ON BATTERY ENERGY STORAGE SYSTEMS

§ 80-12.6. Battery energy storage systems.

- (a) Purpose. Adoption of this section is intended to protect the health, safety and welfare of the City of Rome and its residents, by prohibiting battery energy storage systems (BESS) within all City zoning districts in support of the following objectives:**
 - (i) Promote public health and safety by prohibiting uses of property that create a risk of harm to people, surrounding properties and the City's environmental resources; and**
 - (ii) Promote long term economic development goals by encouraging development which achieves the best use of available property and is consistent with the City's long-term planning objectives; and**
 - (iii) Promote and protect a safe quality of life in all City zoning districts, particularly those areas with dense populations and/or public gathering spaces.**
- (b) Definitions. A battery energy storage system (BESS) shall be defined as one or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle. A battery energy storage system is classified as a Tier 1 or Tier 2 Battery Energy Storage System as follows:**

(i) Tier 1 Battery Energy Storage Systems have an aggregate energy capacity less than or equal to 600kWh and, if in a room or enclosed area, consist of only a single energy storage system technology.

(ii) Tier 2 Battery Energy Storage Systems have an aggregate energy capacity greater than 600kWh or are comprised of more than one storage battery technology in a room or enclosed area.

(c) Regulation.

(i) Battery Energy Storage Systems shall be prohibited from being sited, established or constructed in all zoning districts in the City of Rome.

(ii) Existing Battery Energy Storage Systems shall be considered pre-existing, non-conforming uses. Said systems shall not be expanded or modified in any manner, including but not limited to increases in their energy capacity.

(d) Application. As a prohibited use, requests permitting a battery energy storage system within any City zoning district will not be entertained by the Zoning Board of Appeals, Planning Board or Code Enforcement Office while this Article remains in effect.

; and

BE IT FURTHER ORDAINED, that any person or entity constructing or installing a BESS in violation of this prohibition may be charged with an offense under the Rome City Code; and

BE IT FURTHER ORDAINED, by the City of Rome Common Council that this Ordinance shall take effect immediately upon approval.

Seconded by Councilor Sbaraglia.

By Councilor Sparace:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9884.

Seconded by Councilor Smith.

AYES: Sparace, Mortise, Fazio, Smith, Reilly, Dursi, Sbaraglia

NAYS: None

Motion to table by Mortise, seconded by Sbaraglia, and so ordered June 10, 2026.

Motion to remove from table by Smith, seconded by Sparace, and so ordered July 22, 2026.

Motion to table by Sparace, seconded by Dursi, and so ordered July 22, 2026.

Motion to remove from table by Mortise, seconded by Sbaraglia, and so ordered August 26, 2026.

Motion by Mortise to attach Planning Board recommendation documents as "Exhibit A," seconded by Sbaraglia, and so ordered August 26, 2026.

Motion by Sbaraglia to add "July 14, 2026" into ninth WHEREAS clause as the date of Public Hearing, seconded by Mortise, and so ordered August 26, 2026.

ROLL CALL VOTE

ORDINANCE NO. 9884

AYES: Mortise, Fazio, Smith, Reilly, Sbaraglia

NAYS: None

EXCUSED: Sparace, Dursi

ADOPTED: August 26, 2026

Jeffrey M. Lanigan
Mayor



Rome Planning Board

(C) Mark Esposito
(VC) Joe Calandra
Eric Gonzalez
Brittany Fumarola
David Smith

City of Rome Planning Board
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7643 Fax: (315) 838-1167

August 12th, 2026

President John Nash
City of Rome Common Council
198 N. Washington Street
Rome, NY 13440

Dear President Nash:

At the regular meeting of the Rome Planning Board held on August 11th, 2026, the City of Rome Planning Board received and considered the Common Council's request for a recommendation on ***Ord. 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.***

In accordance with the referral, a public hearing on the matter was held previously, at the Planning Board meeting on July 14th, 2026.

By a unanimous 3-0 vote with two Board members absent, the Board recommended rejecting the proposed amendment to the zoning code. A letter from the Planning Board Chair was read into the record at the meeting and the Board collectively elected to provide a copy of the letter to the Common Council alongside the Record of Decision form.

Sincerely,

Garret S. Wyckoff
Planner

Cc: Matthew Andrews, Deputy Director
James Rizzo, Office of the Corporation Counsel
Mark Domenico, Chief Code Enforcement Officer
Joseph Guiliano, Commissioner of Public Works
Eric Seelig, City Clerk
File



CITY OF ROME PLANNING BOARD
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7643 Fax: (315) 838-2026
www.RomeNewYork.com

RECEIVED
2026 AUG 12 AM 9:09
CITY CLERK'S OFFICE
ROME, NY

RECORD OF DECISION

At a meeting held August 11th, 2026, The City of Rome Planning Board issued a recommendation to the Common Council in regards to proposed changes to the City of Rome Code of Ordinances - Chapter 80: Zoning Code.

Ordinance: 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.

On a Motion by: ☐ Esposito ☐ Calandra ☒ Fumarola ☐ Smith ☐ Gonzalez

Seconded by: ☐ Esposito ☐ Calandra ☐ Fumarola ☒ Smith ☐ Gonzalez

After a Vote of:

AYES: ☒ Esposito ☐ Calandra ☒ Fumarola ☒ Smith ☐ Gonzalez

NAYS: ☐ Esposito ☐ Calandra ☐ Fumarola ☐ Smith ☐ Gonzalez

ABSENTIONS: ☐ Esposito ☐ Calandra ☐ Fumarola ☐ Smith ☐ Gonzalez

NOT PRESENT: ☐ Esposito ☒ Calandra ☐ Fumarola ☐ Smith ☒ Gonzalez

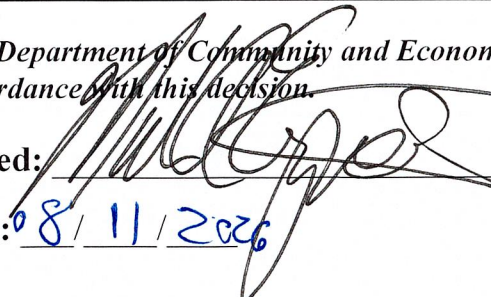
The Planning Board hereby recommends:

☐ Approval as Proposed ☐ Approval with Modifications ☒ Rejection

Recommended Modifications (attach additional sheets if necessary):

See Attached Letter

The Department of Community and Economic Development is hereby authorized to execute all documents in accordance with this decision.

Signed: 

Title: Chair

Date: 8/11/2026

Jeffrey M. Lanigan
Mayor



Rome Planning Board

(C) Mark Esposito
(VC) Joe Calandra
Eric Gonzalez
Brittany Fumarola
David Smith

City of Rome Planning Board

ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
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The following was written and read into the record by Board Chair Esposito. Board Members Fumarola and Smith concurred with the sentiments and the Board elected to include a copy of the remarks with their recommendation to the Common Council for 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. Board Vice-Chair Calandra and Board Member Gonzalez were not present at the meeting due to excused absences.

—
“Before we vote on the recommendation we will be making to the Common Council regarding Battery Energy Storage Systems (BESS), I would like to put my position on the record.

After considering this issue, I believe the Planning Board should recommend that the City not adopt an outright prohibition on Battery Energy Storage Systems, or BESS. Instead, I believe the City should establish reasonable, comprehensive, and enforceable regulations that address the legitimate concerns associated with these facilities.

I want to be clear that I am not suggesting that BESS facilities are without risk or that every proposed facility should be approved. There are legitimate concerns that deserve serious consideration, including fire safety, emergency response, setbacks, noise, security, visual impacts, and the compatibility of these facilities with surrounding land uses.

My position is simply that those concerns should be addressed through regulation rather than through an outright ban.

I believe that approach is consistent with the way this City has addressed other land uses that have generated community concerns.

Our code contains provisions governing adult entertainment establishments, meat processing facilities, and solar projects. Each of those uses can create legitimate concerns for neighboring property owners and the community.

The City’s response to those concerns was not to prohibit those uses altogether. Instead, the City established realistic requirements intended to regulate and mitigate their potential impacts.

I believe BESS should be approached in the same manner.

The City has the ability to establish specific standards for battery energy storage systems. Those standards could address appropriate zoning districts and locations, minimum setbacks, site access, fencing and security, noise, landscaping and visual screening, fire protection, emergency-response planning, inspection and maintenance, monitoring, and decommissioning.

The code could also require an applicant to demonstrate compliance with applicable fire and electrical codes and provide local emergency responders with the information necessary to understand and respond to an incident at the facility.

Those are practical tools that allow the City to address the actual risks and impacts associated with a particular project.

An outright prohibition, however, treats every potential BESS project exactly the same. It does not distinguish between a facility located immediately adjacent to residential properties and one located in an appropriate industrial area with substantial setbacks. It does not distinguish between different facility sizes, technologies, designs, or safety systems.

A well-written code gives the City the ability to make those distinctions.

I also believe this is an important consideration as we look toward future development.

Technology continues to change. Battery storage is one example, but it will not be the last. Data centers are another emerging land use that is not currently addressed in our code.

Data centers can present their own legitimate concerns, including substantial electricity demand, cooling-system noise, water usage, backup generation, traffic, and demands on electrical and other infrastructure.

If the City's response to every new or unfamiliar technology is to prohibit it because our existing code does not adequately address it, we will continually find ourselves in the same position.

I believe a better approach is to establish a regulatory framework that allows the City to say:

"This use may be permitted, but if you want to operate here, you must meet these standards and mitigate these impacts."

That approach also provides greater predictability.

Residents understand the standards a proposed project must meet. Property owners understand what uses may be permitted on their property. Developers understand the City's requirements before making substantial investments. And the City has objective criteria by which to evaluate proposals.

It also provides the City with an opportunity to address extraordinary impacts created by particular developments.

For example, if a future data center creates an unusually large demand for electricity or other infrastructure, the City should consider legally permissible mechanisms to ensure that the extraordinary costs associated with serving that development are appropriately addressed or offset, rather than simply being passed on to existing residents and taxpayers.

I want to emphasize that I am not advocating for unrestricted development.

There may be locations where a BESS facility is simply incompatible with surrounding land uses. There may be proposed facilities that cannot satisfy reasonable safety or performance standards. There may be projects whose impacts cannot be adequately mitigated.

A properly written code gives the City the ability to say no to those projects based upon objective standards and demonstrated impacts.

That is very different from saying no to the entire category of development.

For those reasons, I intend to support a recommendation to the Common Council that the City regulate Battery Energy Storage Systems rather than prohibit them outright, and that the City consider establishing appropriate regulations for other emerging land uses, including data centers, that are not currently addressed in our code.

In my view, the fundamental principle should be straightforward: Regulate the impacts and address the concerns – don't ban the existence of a class of projects.

If a proposed development can meet reasonable standards, protect neighboring properties, address legitimate safety concerns, and appropriately mitigate the impacts it creates, I believe the City should have a regulatory framework that allows that project to be considered on its merits.

That is the position I wanted to place on the record before we take our vote.”