

Jeffrey M. Lanigan
Mayor

John A. Nash
Common Council
President

Brian Adams
City Treasurer



BOARD OF ESTIMATE AND CONTRACT
CITY HALL • ROME, NEW YORK 13440-5815

Gerard F. Feeney
Corporation Counsel

Joseph Guiliano
Commissioner of Public
Works

Eric Seelig
City Clerk

TO STREAM MEETINGS OF THE BOARD OF ESTIMATE AND CONTRACT LIVE,
PLEASE VISIT [WWW.YOUTUBE.COM/@ROMENEWYORK OFFICIAL/STREAMS](https://www.youtube.com/@ROMENEWYORK_OFFICIAL/STREAMS).

**BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION**

**AUGUST 27, 2026
3:00 P.M.**

1. CALL THE ROLL OF MEMBERS BY THE CLERK

2. READING OF MINUTES OF PRECEDING SESSION

(Motion in order that the reading of the minutes of the preceding session be dispensed with and that they be approved.)

3. COMMUNICATIONS

4. PUBLIC SPEAKERS

5. REPORT OF DEPARTMENT HEADS

6. RESOLUTIONS

RES. NO. 162 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**

RES. NO. 163 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**

RES. NO. 164 AUTHORIZING TO AMEND RESOLUTION NO.139 DATED JUNE 25, 2026. **Guiliano**

RES. NO. 165 AMENDING RESOLUTION NO. 159. **Mayor Lanigan**

RES. NO. 166 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A MEMORADNUM OF UNDERSTANDING WITH THE ROME PHILLIP S. MCDONALD PBA, INC. **White**

7. TABLED RESOLUTIONS

8. ADJOURNMENT

RESOLUTION NO. 162

**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 _____:

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 RESOLVED, by the Board of Estimate and Contract 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 Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

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 encumbrance's 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 2026, the parties have entered into this Agreement.

Signature: Pauline A. Kapinos
Print Name: Pauline Kapinos
Title: Property Owner
Date: 6/10/2026

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



RESOLUTION NO. 163

**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 _____:

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 RESOLVED, 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 RESOLVED, by the Board of Estimate and Contract 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 RESOLVED, 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 _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

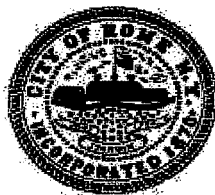
ADOPTED _____ DEFEATED _____

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.

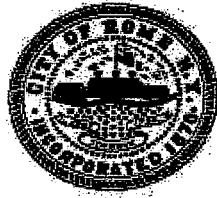
Message:

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



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

Real Property 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.

WATERSYSTEM

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 rehabilitation agreement.

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

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

Are you a City of Rome employee?

no

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

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

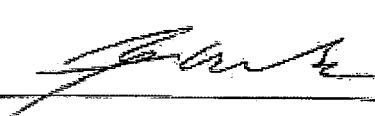
I understand that property will not be sold to anyone with delinquent City of Rome, Oneida County or City of Rome School District taxes.

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		Labour & materials		
Basement / Crawl Space				
Exterior Finish				
Landscaping				
Driveway / Parking Area	1000.00	Fix level lawn, paving grass	2 weeks	
Sidewalk	1000.00	Re-pave driveway	10 weeks	
Structural Repairs	2000.00	fix side sidewalk	3 months	
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	5000.00	TOTAL LENGTH OF REHABILITATION		3 months



242-042-2-27

City Of Rome
118 W Fog St

301301 Rome NY

Roll Year: 2026 Curr Yr

Land Size: 0.07 acres

Active

R/S: I

School: Rome School D

Res vac land

Land AV: 3.000

Total AV: 3.000



- Parcel 242-042-2-27
 - History
 - Assessment
 - Exempts
 - Spec Dts(s)
 - Description
 - Owner(s)
 - Images
 - GIS
 - Site (1) Res
 - Land(s)
 - Valuation
 - Sal 06/12/25
 - Notes
 - Sal 02/10/03
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprmnt(s)
 - Valuation
 - Sal 04/19/02
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprmnt(s)
 - Valuation
 - Sal 01/30/90
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprmnt(s)
 - Valuation

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

RESOLUTION NO. 164

AUTHORIZING TO AMEND RESOLUTION NO.139 DATED JUNE 25, 2026.

By _____:

WHEREAS, at a meeting scheduled on June 25, 2026, the Board of Estimate and Contract adopted Resolution No. 139 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 RESOLVED, that the Board of Estimate and Contract of the City of Rome authorizes to amend Resolution No. 139 dated June 25, 2026 to install an additional pole for overhead wire support, pursuant to the documents attached hereto and made part of this Ordinance.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

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:

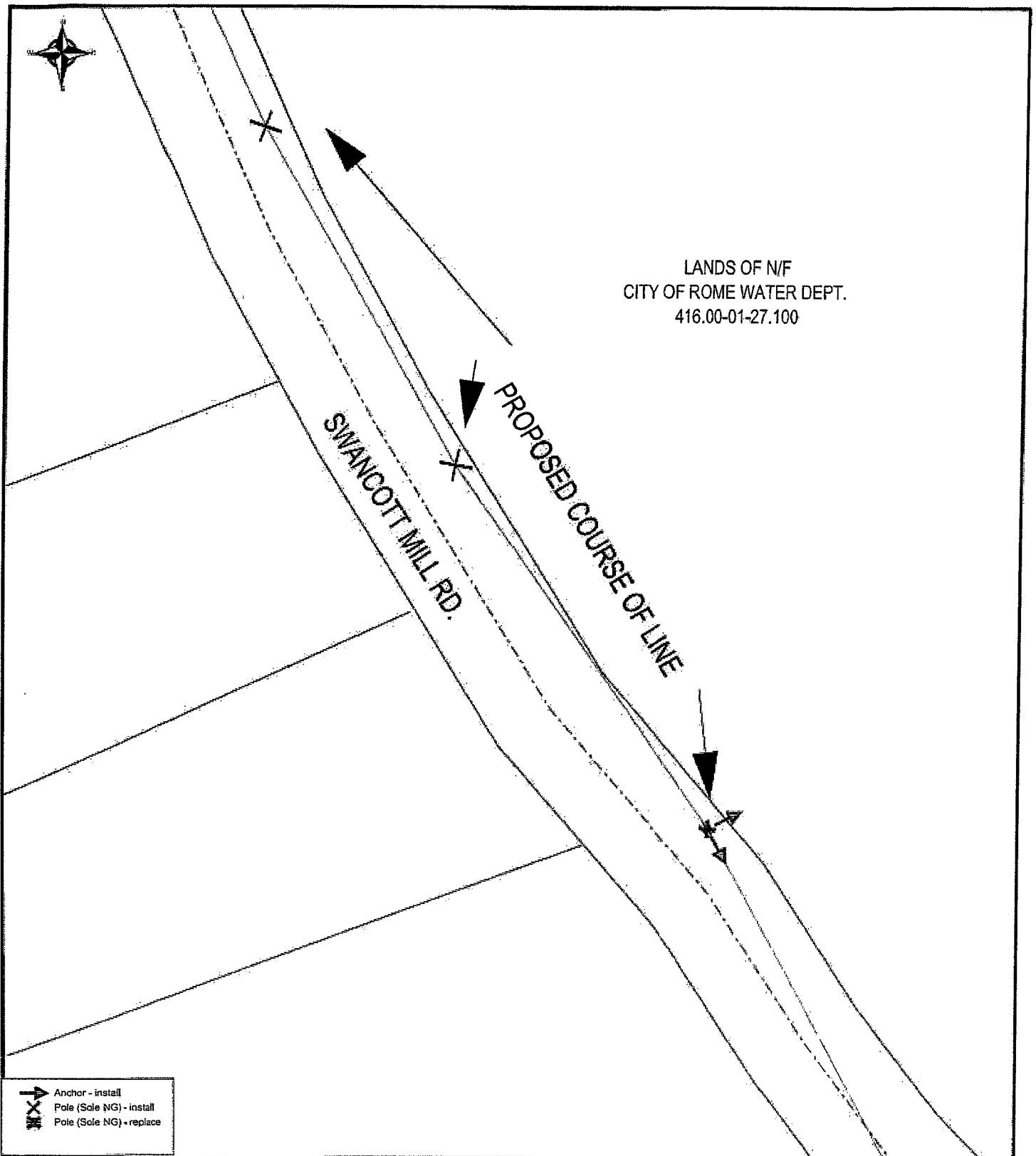
County of _____)

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.

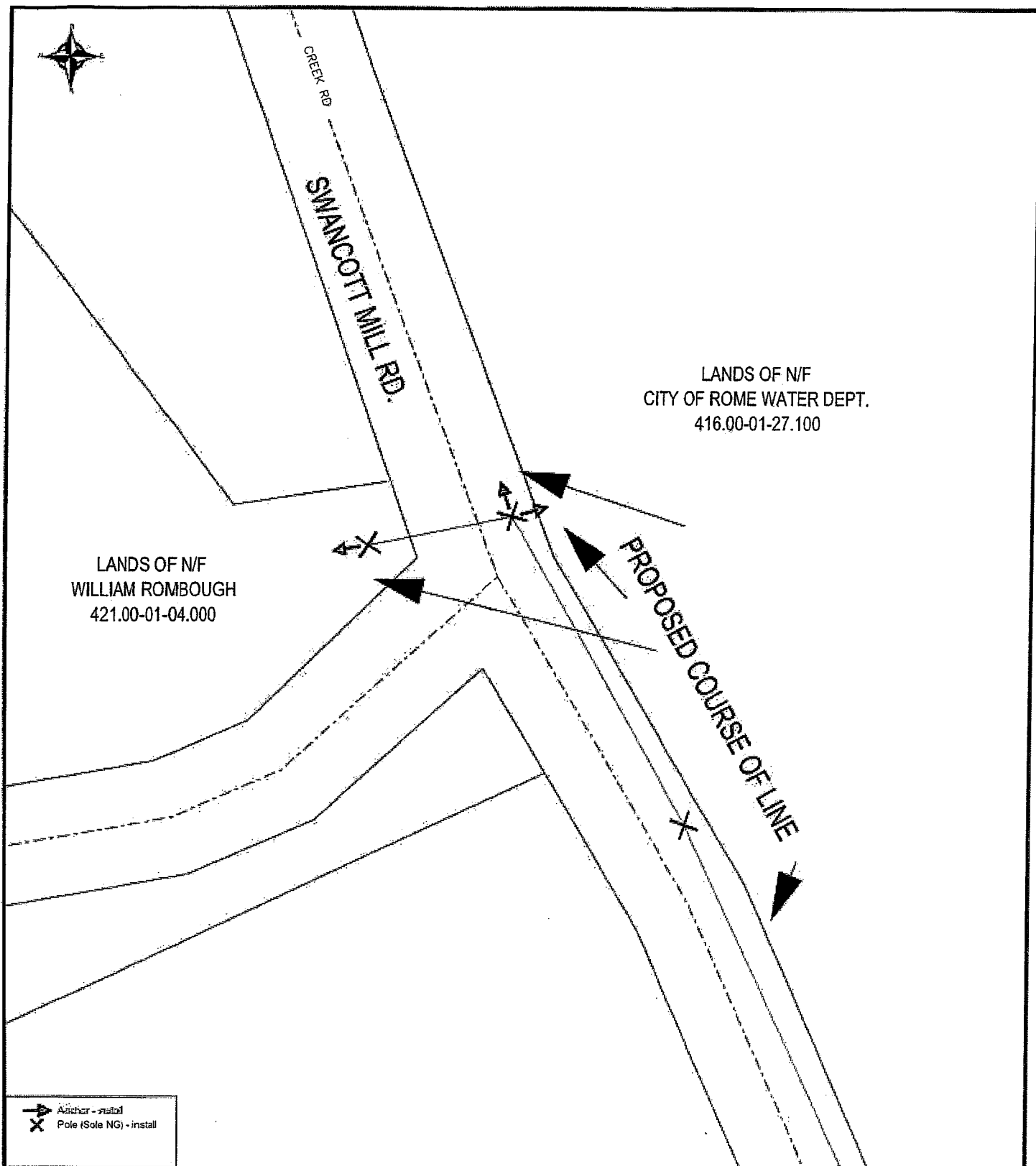
Notary Public

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	nationalgrid Page 2 of 2

RESOLUTION NO. 165

AMENDING RESOLUTION NO. 159.

By Councilor _____:

WHEREAS, at a meeting held on August 13, 2026, the Board of Estimate and Contract of the City of Rome, New York adopted Resolution No. 159 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 Resolution No. 159 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 Resolution; now, therefore

BE IT ORDAINED, that Resolution No. 159 adopted on August 13, 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 _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

AGREEMENT OF PURCHASE AND SALE

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

WITNESSETH:

WHEREAS, Seller is the owner of a certain parcel of real property, located at 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

RESOLUTION NO. 166

**AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO A MEMORADNUM OF UNDERSTANDING WITH
THE ROME PHILLIP S. MCDONALD PBA, INC.**

By _____:

WHEREAS, Kenneth White, Commissioner of Public Safety for the City of Rome, New York, has recommended that the City of Rome, New York, execute and enter into a Memorandum of Understanding with the Rome Phillip S. McDonald PBA, Inc. for the continuation of 12-hour shifts for police officers; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to execute and enter into a Memorandum of Understanding with the Rome Phillip S. McDonald PBA, Inc. for the continuation of 12-hour shifts for police officers, pursuant to the attached draft, which are made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Lanigan _____ Nash _____ Feeney _____
Guiliano _____ Adams _____

ADOPTED _____ DEFEATED _____

Memorandum of Understanding (MOU)
between
City of Rome, New York
and
Philip S. McDonald Police Benevolent Association.

This Memorandum of Understanding (MOU) is entered into by and between the City of Rome, New York, hereinafter referred to as "the City," and the Philip S. McDonald Police Benevolent Association, hereinafter referred to as "the PBA," collectively referred to as "the Parties."

Background:

The City and the PBA recognize the need to establish guidelines and terms regarding the implementation of 12-hour shifts for police officers within the City's police department. This MOU aims to outline the conditions under which such shifts will be implemented and managed, limited to a specified period of time, in order to evaluate the effectiveness and impact of the new schedule.

Terms and Conditions:

1. Implementation of 12-Hour Shifts:

- The City and the PBA agree to implement a schedule consisting of 12-hour shifts for police officers of the City's police department, to remain effective until December 31st, 2026.

2. Schedule and Rotation:

- The specific schedule and rotation pattern for 12-hour shifts shall be developed jointly by the City and the PBA, considering operational requirements, officer welfare, and best practices.

3. Compensation and Overtime:

- Officers working 12-hour shifts shall receive compensation in accordance with applicable labor laws and the terms of the collective bargaining agreement between the City and the PBA.
- **CBA Article XIX – Hours of Work** will be waived for the duration of this MOU. Overtime compensation for officers working 12-hour shifts shall be calculated based on hours worked in excess of 80 hours in a bi-weekly period. Hours worked up to 80 hours in a bi-weekly period shall be considered regular time.
- Overtime rates and procedures shall be handled as per existing agreements and policies.

4. Work Conditions and Benefits:

- Officers shall continue to receive all benefits and entitlements as per their employment contract and relevant policies.
- **CBA Article XI – Holidays** - For the duration of this MOU, holiday time shall be accrued at a rate of eight (8) hours per holiday if assigned to an eight (8) hour schedule, and accrued at a rate of twelve (12) hours per holiday if assigned to a

twelve (12) hour schedule, if the officer is not scheduled to work said holiday. If an officer is scheduled to work on said holiday, including overtime, and works twelve (12) hours, the officer will accrue twelve (12) hours of holiday time. In regards to an officer's birthday, if the officer is scheduled to work their respective shift, eight (8) hours or twelve (12) hours, and they wish it off, they are to be given the day off. In the event the officer chooses to work their birthday they will earn the number of hours respective to their assigned shift, eight (8) hours or twelve (12) hours.

- **CBA Article XII – Personal Leave Days** – For the duration of this MOU, the PBA agrees to amend “all employees shall be entitled to a total of six (6) personal leave days each year” to “all employees shall be entitled to a total of 48 hours of personal leave days each year”. The PBA agrees to amend “Personal Leave Days may be taken in **one half (1/2) day** increments” to “Personal Leave Days may be taken in **four (4) hour or six (6) hour** increments”. The use of four (4) hours of personal leave can not be used during the middle four (4) hours of a respective twelve (12) hour shift or eight (8) hour shift.
- **CBA Article XIII – Vacations** – For the duration of this MOU, the PBA agrees that a vacation “day” will convert to eight (8) hours of vacation time per day. For example, the first year of the Vacation Schedule is Eleven (11) days, which would equate to 88 hours of vacation time. The PBA agrees to amend section (b) of Article XIII from “Each employee shall be allowed to carry no more than **five (5) vacation days** into the next calendar year until the 20th year of service, which at that time, the employee shall be allowed to carry **ten (10) days** into the next calendar year”, to “Each employee shall be allowed to carry no more than **forty (40) hours of vacation time** into the next calendar year until the 20th year of service, which at that time, the employee shall be allowed to carry **eighty (80) hours of vacation time** into the next calendar year.”
- **CBA Article XLII – Sick Leave** – For the duration of this MOU, all full-time employees shall continue to be entitled to one and one half (1 ½) days of sick time per month, regardless if the officer's workday is eight (8) hours or twelve (12) hours.
- For the duration of this MOU, the language in Funeral Leave (**Article XIV**) and Family Needs Leave (**Article XVI**) shall remain as “days” and not converted to hours, regardless if the officer's workday is eight (8) hours or twelve (12) hours.
- Any adjustments to this will be made in a subsequent Memorandum of Understanding that supersedes this agreement, and/or a subsequent CBA.
- Family Needs Leave (**Article XVI**) shall be allowed and granted in four (4) hour increments and/or six (6) hour increments.

5. The Use of Time Off (Personal Leave and Vacation)

- The PBA agrees to amend “a per shift maximum of one (1) command level supervisor, one (1) supervisor who is a Sergeant and four (4) patrol officers shall have the opportunity for personal leave...” to “if squad staffing is seven (7) patrol officers or below, a per squad maximum of two (2) patrol officers shall have the opportunity for personal leave, if squad staffing is eight (8) patrol officers, a per squad maximum of three (3) patrol officers shall have the opportunity for personal leave, and if squad staffing is nine (9) patrol officers or more, four (4) patrol officers shall have the opportunity for personal leave, provided that the leave is requested seven (7) days in advance.”
- The PBA agrees in the event of staffing levels falling to six (6) patrol officers per platoon, a combination of one (1) week of vacation and two (2) personal leave days or two (2) weeks of vacation and one (1) personal leave day shall be awarded. Both forms of time off are subject to be denied if it causes the platoon to be staffed with less than three (3) patrol officers on any given day in question.
- The PBA agrees if squad staffing is seven (7) patrol officers or more, two (2) vacations can be granted at the same time during the vacation board.
- The PBA agrees to limited vacation use for both patrol officers and command level staff to two (2) weeks consecutively. Any further time off in conjunction of the two (2) weeks of vacation will be at the discretion of the Captain of Patrol or Captain of Detective's.
- The PBA agrees that command level staff assigned to platoons shall be granted a holiday if all three assigned are scheduled to work. In the event a command level officer is off due to holiday or RDOD, a second command level officer can utilize a personal leave day. If a command level officer is off utilizing a week of vacation, a second command level officer can utilize a personal leave day to be off. In the event of an extended vacation (longer than one (1) week), school, or other unforeseen time off, a second command officer can utilize time off at the discretion of the Captain of Patrol.

6. Mandate Rules

- In the event of a “Kelly” day or eight (8) hour shift and overtime is required to cover the four hours remaining of the twelve (12) hour shift, the officer assigned to the “Kelly” day will have first priority to take the four (4) hours of overtime. In the event the overtime is not filled from the “Kelly” day officer or any officer not currently working, thus causing a mandate, the officer on the “Kelly” day will be mandated before mandating anyone else to cover the overtime shift.
- If an officer or supervisor is on a PL or vacation week (not a floating vacation day), they can not be mandated to work any portion of that 24-hour day. If an officer or supervisor is on a holiday, they are able to be mandated for any portion of the 24-hour day.

7. Extended Work Day

- The PBA agrees that patrol officers and command level staff assigned to 12-hour shifts shall be entitled to work sixteen (16) hours consecutively from the current twelve (12) hour limit.

8. Projected Black-out Dates

- The PBA agrees to implement blackout dates/events. Blackout dates are designated to ensure proper staffing for the road and the event. Events will be staffed first with volunteer OT. Any remaining OT needed will be staffed with mandates utilizing the current mandate lists at time of mandate. In the event an officer/supervisor is mandated, the mandate will not change as a result of OT worked leading up to said event.
- Event OT will be called for approximately one month prior to the event. Volunteers will be given one week to fill the event OT. Once the week has elapsed mandates will occur ensuring the event is properly staffed in a timely manner.
- Time off will be granted at the discretion of the Captain of Patrol and ultimately Chief of Police. Rules stated previously in this MOU will NOT apply regarding PL and vacation weeks. PL and vacation weeks will be granted in a reduced capacity to ensure proper staffing. For example, 2 weeks of vacation and no PL, two PL and no vacation, or one PL and one vacation.
- Floating vacation days, comp/FTO comp days, and holiday requests will not be allowed on scheduled blackout dates.
- Blackout dates are as follows:
 - Honor America Days
 - Tree Lighting/5K
 - July 4th Celebration (tentative on location/staffing requirements)
 - Bikes Across Mohawk (tentative on location/staffing requirements)

9. Evaluation and Adjustment:

- The City and the PBA agree to conduct a review of the 12-hour shift schedule throughout this MOU period and make adjustments if needed. This review will assess the impact on operational effectiveness, officer well-being, and any other relevant factors.

10. Duration:

- This MOU shall be effective beginning on January 1st, 2026, and shall remain in effect until December 31st, 2026.
- This MOU shall be retroactive to January 1st, 2026.
- Either party may propose modifications to this MOU with reasonable notice and discussion.
- This MOU may be extended if the Parties mutually agree to continue the 12-hour shift schedule.

Signatures:

For [City]: _____ **Date:** _____

For [PBA]: _____ **Date:** _____