John M. Sparace
1st Ward

John B. Mortise
2nd Ward

Linda Fazio
3rd Ward

Ramona L. Smith
4th Ward

John A. Reilly
5th Ward

Riccardo D. Dursi, Jr.
6th Ward

David E. Sbaraglia
7th Ward

Eric Seelig
City Clerk

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

John A. Nash
Common Council President

TO STREAM MEETINGS OF THE COMMON COUNCIL LIVE ON YOUTUBE,
PLEASE VISIT WWW.YOUTUBE.COM/@ROMENEWYORK_OFFICIAL/STREAMS.

COMMON COUNCIL MEETING **SEPTEMBER 23, 2026**
REGULAR SESSION **7:00 P.M.**

1. **CALL THE ROLL OF MEMBERS BY THE CLERK**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **GENERAL PUBLIC HEARING**
5. **RECOGNITION/APPRECIATION**
6. **READING OF MINUTES OF PRECEDING SESSION**
7. **PRESENTING OF PETITIONS AND COMMUNICATIONS**
   a. **Petitions**
   b. **Communications**
8. **NOTICES**
9. **REPORTS OF CITY OFFICIALS**
10. **REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS**
11. **PRESENTATION OF REPORTS OF COMMITTEES**
12. **RESOLUTIONS**

RES. NO. 112 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO REALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF). **Adams**

RES. NO. 113 AUTHORIZING THE MAYOR TO AMEND THE EXISTING CAPITAL PROJECT ACCOUNT FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) DISASTER RECOVERY PUBLIC ASSISTANCE FUNDS RELATED TO DISASTER 4625 REMNANTS OF TROPICAL STORM FRED, DECLARED ON OCTOBER 8, 2021. **Andrews**

13. ORDINANCES

ORD. NO. 9902 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH DANIEL AND JEAN BURGDORF TO PURCHASE REAL PROPERTY FOR THE MERRICK ROAD BRIDGE PROJECT ($2,400.00). **Guiliano**

ORD. NO. 9903 AUTHORIZING THE APPROVAL OF A TEMPORARY EASEMENT FOR THE PROPERTY LOCATED AT 7551 MERRICK ROAD. **Guiliano**

ORD. NO. 9904 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH 2 BROTHERS OF CNY, LLC FOR THE PURCHASE OF 7551 MERRICK ROAD ($16,200.00). **Guiliano**

ORD. NO. 9905 AUTHORIZING THE APPROVAL OF A TEMPORARY EASEMENT FOR THE PROPERTY LOCATED AT 7767 MERRICK ROAD. **Guiliano**

ORD. NO. 9906 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SHANNON RODRIGUEZ FOR THE PURCHASE OF 7767 MERRICK ROAD ($4,100.00). **Guiliano**

ORD. NO. 9907 AUTHORIZING CHANGES TO PARKING AND THE PLACEMENT OF STOP SIGNS ON ELM STREET. **Reilly**

14. LOCAL LAWS

15. TABLED LEGISLATION

RES. NO. 109 I AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT GRANTS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES (NYS DHSES) FOR REPAIRS AT KESSINGER DAM ($2,320,514.90). **Guiliano**

16. VETOED LEGISLATION

17. ADJOURNMENT

COMMON COUNCIL SEPTEMBER 23, 2026

RESOLUTION NO. 112

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO REALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF).

By Councilor _____:

WHEREAS, Jeffrey M. Lanigan, Mayor of the City of Rome, has recommended that the Common Council of the City of Rome reallocate American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) for various projects within the City of Rome; and

WHEREAS, the Common Council has reviewed the proposal as well as other possible uses of funding within the City of Rome; and

WHEREAS, while the Common Council continues to perform its due diligence relative to the above-mentioned funding, the Common Council has determined that the reallocation of funds for these projects are in the best interest of the City and its residents, and that allocations should be authorized at this time; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the following uses of ARPA funding are hereby authorized:

Decreasing: Residential Rehab Program (HHA) - $82,356.00
Residential Rehab Program - Court Referrals (HIA) - $25,000.00

Increasing: Rome Park Improvements (HIH) - $107,356.00
; and

BE IT FURTHER RESOLVED, City Treasurer Brian Adams be and is hereby authorized to establish and/or amend accounts for the above referenced projects for the purpose of expending said funding.

Seconded by Councilor _____.

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

ADOPTED ___ DEFEATED ___

RESOLUTION NO. 113

AUTHORIZING THE MAYOR TO AMEND THE EXISTING CAPITAL PROJECT ACCOUNT FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) DISASTER RECOVERY PUBLIC ASSISTANCE FUNDS RELATED TO DISASTER 4625 REMNANTS OF TROPICAL STORM FRED, DECLARED ON OCTOBER 8, 2021.

By Councilor _____:

WHEREAS, Matthew J. Andrews, Deputy Director for the Office of Community and Economic Development for the City of Rome, has requested to amend the existing Capital Project Account for the Federal Emergency Management Agency (FEMA) Disaster Recovery Public Assistance Funds related to Disaster 4625 Remnants of Tropical Storm Fred, declared on October 8, 2021; and

WHEREAS, said amendment shall include revised funding amounts; now, therefore

BE RESOLVED, that the Common Council of the City of Rome hereby authorizes an amendment to the existing Capital Project Account for the Federal Emergency Management Agency (FEMA) Disaster Recovery Public Assistance Funds related to Disaster 4625 Remnants of Tropical Storm Fred, declared on October 8, 2021, as follows:

HGQ:	**Current Amount**	**Amended Amount**	**Move to HHG**
Link Road Culvert	$640,841.02	$506,855.96	$133,985.06
East Dominick Bridge	$209,663.69	$190,252.67	$19,411.02
Gulf Road Culvert	$78,242.27	$71,120.96	$7,121.31
Mohawk River Trail	$123,533.50	$123,497.08	$36.42
Culverton Street Bridge	$77,132.03	$76,959.71	$172.32
Town Line Culvert	$134,696.22	$134,693.03	$3.19
Tannery Road Bridge	$249,925.75	$249,864.30	$61.45
Phillips Road Bridge	$191,292.38	$191,160.04	$66.17
Seifert Rd. Shoulder	$48,192.15	$48,192.15	NA
Bellamy Harbor Park	$125,000.00	$98,839.69	$26,160.31
Total	$1,878,519.01	**$1,691,501.76**	$187,017.25

HHG:	**Current Amount**	**Amended Amount**
Pinti Field	$1,119,268.88	$1,119,268.88
HGQ Reallocated	NA	$187,017.25
Additional FEMA	NA	$257,235.56
Total	$1,119,268.88	**$1,563,521.69**

; and

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

Seconded by Councilor _____.

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

ADOPTED ___ DEFEATED ___

FEMA Recovery Project

Account: HGQ

Location	Original $	Amended $	Amended Final $	Remaining $ to move to HHG
Link Rd	$ 813,500.04	$ 640,841.02	$ 506,855.96	$ 133,985.06
E Dominick	$ 209,000.00	$ 209,663.69	$ 190,252.67	$ 19,411.02
Gulf Rd	$ 154,841.32	$ 78,242.27	$ 71,120.96	$ 7,121.31
MRT	$ 88,746.97	$ 123,533.50	$ 123,497.08	$ 36.42
Culverton	$ 66,000.00	$ 77,132.03	$ 76,959.71	$ 172.32
Townline Rd	$ 101,750.00	$ 134,696.22	$ 134,693.03	$ 3.19
Tannery Rd	$ 145,751.55	$ 249,925.75	$ 249,864.30	$ 61.45
Phillips Rd	$ 133,000.00	$ 191,292.38	$ 191,226.21	$ 66.17
Selfert Rd	$ 40,929.13	$ 48,192.15	$ 48,192.15	$ -
Bellamy	$ 125,000.00	$ 125,000.00	$ 98,839.69	$ 26,160.31
Totals	$ 1,878,519.01	$ 1,878,519.01	$ 1,691,501.76	$ 187,017.25

Account: HHG

Uses			Sources				
Phase	Current Amount		FEMA Large Project	Reallocated Small Project	Anticipated Additional FEMA	Funding Gap	Totals
			$ 1,119,268.88	$ 187,017.25	$ 257,235.56		$ 1,563,521.69
Design - Pinti Field	$ 56,160.00		$ 56,160.00		$ -	$ -	$ 56,160.00
Construction Inspection- Pinti Field	$ 145,800.00		$ 145,800.00	$ -		$ -	$ 145,800.00
Construction _ Pinti Field	$ 1,361,561.69		$ 917,308.88	$ 187,017.25	$ 257,235.56	$ -	$ 1,361,561.69
Totals	$ 1,563,521.69	Sources Allocated	$ 1,119,268.88	$ 187,017.25	$ 257,235.56		
		Sources Remaining	$ -	$ -	$ -		

COMMON COUNCIL JANUARY 22, 2025

RESOLUTION NO. 22

AUTHORIZING THE MAYOR TO AMEND THE EXISTING CAPITAL PROJECT ACCOUNT FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) DISASTER RECOVERY PUBLIC ASSISTANCE FUNDS RELATED TO DISASTER 4625 REMNANTS OF TROPICAL STORM FRED, DECLARED ON OCTOBER 8, 2021.

By Councilor Anderson:

WHEREAS, Matthew J. Andrews, Deputy Director for the Office of Community and Economic Development for the City of Rome, has requested to amend the existing Capital Project Account for the Federal Emergency Management Agency (FEMA) Disaster Recovery Public Assistance Funds related to Disaster 4625 Remnants of Tropical Storm Fred, declared on October 8, 2021; and

WHEREAS, said amendment shall include revised funding amounts; now, therefore

BE RESOLVED, that the Common Council of the City of Rome hereby authorizes an amendment to the existing Capital Project Account for the Federal Emergency Management Agency (FEMA) Disaster Recovery Public Assistance Funds related to Disaster 4625 Remnants of Tropical Storm Fred, declared on October 8, 2021, as follows:

Current:	Total Amount
Tannery Road Bridge	$249,925.75
Town Line Culvert	$134,696.22
Phillips Road Bridge	$191,292.38
Seifert Rd. Shoulder	$48,192.15
Culverton Street Bridge	$77,132.03
Mohawk River Trail	$123,533.50
Gulf Road Culvert	$78,242.27
East Dominick Bridge	$209,663.69
Link Road Culvert	$640,841.02
Bellamy Harbor Park	$125,000.00
Total	$1,878,519.01

Amendment:	Total Amount
Tannery Road Bridge	$206,913.00
Town Line Culvert	$132,462.96
Phillips Road Bridge	$144,647.48
Seifert Rd. Shoulder	$48,518.75
Culverton Street Bridge	$261,462.15
Mohawk River Trail	$98,039.24
Gulf Road Culvert	$60,168.24
East Dominick Bridge	$160,461.17
Link Road Culvert	$640,846.02
Bellamy Harbor Park	$125,000.00
Total	**$1,878,519.01**

; 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 Sbaraglia.

AYES:	Sparace, Fazio, Smith, Anderson, Sbaraglia
NAYS:	None
EXCUSED:	Mortise, Dursi
ADOPTED:	January 22, 2025

FEMA DISASTER RECOVERY ROME Account	Project	FEMA Approved Design Cost	FEMA Approved CI Cost	FEMA Approved Construction	Total FEMA Obligation	Design Through 11/30	Construction Inspection Through 11/30	Construction $ Bid	Construction $ Paid	Culverton CO	City Capital Account	Max FEMA Funding	Over/under	
667046	Link Road Culvert	$ 96,082.68	$ 76,866.14	$ 640,551.22	$ 813,500.04	$ 50,912.29					$ 640,846.02	$ 813,500.04	$ 172,654.02	(Not bid for Construction)
667049	Mohawk River Trail Culvert	$ 8,690.50	$ 6,952.00	$ 73,104.47	$ 88,746.97	$ 8,690.50	$ 6,952.00	$ 107,891.00	$ 82,396.74		$ 98,039.24	$ 88,746.97	$ (9,292.27)	
667065	Culverton Street Bridge	$ 7,736.03	$ 6,188.00	$ 52,075.97	$ 66,000.00	$ 7,736.03	$ 2,033.93	$ 62,208.00	$ 10,915.60	$ 236,622.52	$ 261,462.15	$ 66,000.00	$ (195,462.15)	
667066	Phillips Road Bridge	$ 15,642.38	$ 12,513.00	$ 104,844.62	$ 133,000.00	$ 15,642.38	$ 12,513.00	$ 163,137.00	$ 116,492.10		$ 144,647.48	$ 133,000.00	$ (11,647.48)	
667067	Tannery Road Bridge	$ 17,214.75	$ 13,772.00	$ 114,764.80	$ 145,751.55	$ 17,214.75	$ 13,772.00	$ 218,966.00	$ 175,926.25		$ 206,913.00	$ 145,751.55	$ (61,161.45)	
667069	Gulf Road Culvert	$ 18,255.27	$ 14,631.00	$ 121,955.05	$ 154,841.32	$ 9,390.23	$ 14,631.00	$ 45,323.00	$ 27,281.97		$ 60,168.24	$ 154,841.32	$ 94,673.08	
667071	Townline Road Culvert	$ 11,452.22	$ 9,162.00	$ 81,135.78	$ 101,750.00	$ 11,452.22	$ 9,162.00	$ 114,082.00	$ 111,848.74		$ 132,462.96	$ 101,750.00	$ (30,712.96)	
667072	Seifert Road Shoulder	$ 4,834.15	$ 3,867.00	$ 32,227.98	$ 40,929.13	$ 4,834.15	$ 933.19	$ 39,491.00	$ 38,817.60		$ 48,518.75	$ 40,929.13	$ (7,589.62)	
667077	Bellamy Harbor Park	$ 14,721.53	$ 11,777.22	$ 98,501.25	$ 125,000.00	$ 3,500.00					$ 125,000.00	$ 125,000.00	$ -	(Not bid for Construction)
667080	Piniti Field													
667082	E Dominick St Bridge	$ 24,645.69	$ 19,718.00	$ 164,636.31	$ 209,000.00	$ 3,269.50	$ 19,718.00	$ 165,301.00	$ 116,097.48		$ 160,461.17	$ 209,000.00	$ 48,538.83	
		$ 219,275.30	$ 175,446.36	$ 1,483,797.45	$ 1,878,519.01	$ 130,642.05	$ 79,705.12	$ 917,399.00	$ 680,776.48		$ 1,878,519.01	$ 1,878,519.01	$ -	

$ -

COMMON COUNCIL SEPTEMBER 23, 2026

ORDINANCE NO. 9902

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH DANIEL AND JEAN BURGDORF TO PURCHASE REAL PROPERTY FOR THE MERRICK ROAD BRIDGE PROJECT ($2,400.00).

By Councilor _____:

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 Daniel and Jean Burgdorf 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 Daniel and Jean Burgdorf to purchase real property on Merrick Road for Two Thousand Four Hundred and 00/100 dollars ($2,400.00), pursuant to the documents attached hereto and made part of this Ordinance.

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9902.

Seconded by Councilor _____.

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

ORDINANCE NO. 9902
AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Reilly__ Dursi __ Sbaraglia __

ADOPTED ___ DEFEATED ___

AGREEMENT TO PURCHASE REAL PROPERTY

Project: **Merrick Road Culvert**

Property: **7750 Merrick Road, Rome NY 13440**

PIN No: **2754.82** Map(s): **2** Parcels(s): **1**

By this Agreement the Burgdorf Irrevocable Trust, (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 7750 Merrick Road, Rome, NY 13440, further described as being a portion of the Seller's lands described in Warranty Deed dated October 17, 2014, and recorded on November 20, 2014 in book 2014 of Deeds at page 16784, Instrument No. 2014-016784 in the Office of the County Clerk for Oneida County, New York and assigned Tax Map No. 223.007-1-26, and being the same lands designated as Map(s) 2, 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.
   - 1,000 sf of lawn and three (3) trees (erosion control & screenage) .

3. **PURCHASE PRICE.** The total purchase price is **$ 2,400.00 TWO THOUSAND FOUR HUNDRED DOLLARS AND 00/100.** The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **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.

5. **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.

6. **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.

7. **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.
   - 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).
8. **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.
9. **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.
10. **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.
11. **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.
12. **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 _____ day of _____, in the year _____, the parties have entered into this Agreement.

GRANTOR | PROPERTY OWNER

Signature:	_____	Signature:	_____
Print Name:	**Daniel E. Burgdorf**	Print Name:	**Jean T. Burgdorf**
Title:	**Trustee**	Title:	**Trustee**
	Burgdorf Irrevocable Trust		**Burgdorf Irrevocable Trust**
Date:	_____	Date:	_____

GRANTEE | PROJECT SPONSOR

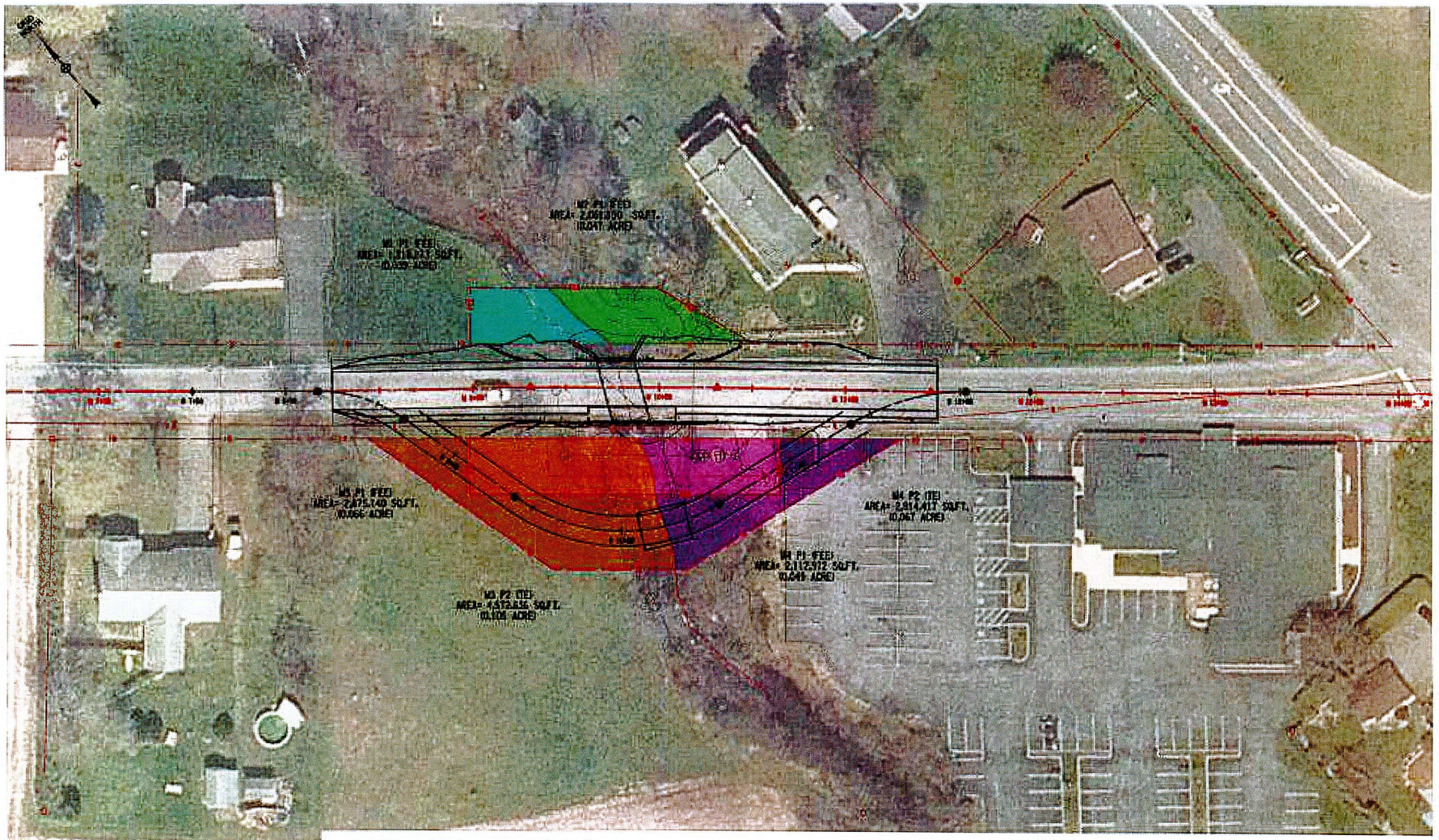
Signature: _____

Print Name: _____

Title: _____

Sponsor: **City of Rome**

Date: _____



THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE DRAWING CONTENTS ARE NOT AN APPROVED FINAL CONSTRUCTION CONTRACT DOCUMENT.

COUNTY: REGION:

PIN

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER

DRAWING NO.

SHEET NO.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

FILE NAME :
DATE/TIME : DEMOLITION/DESIGN
USER : DEMOLITION/DESIGN

DESIGN SUPERVISOR

MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

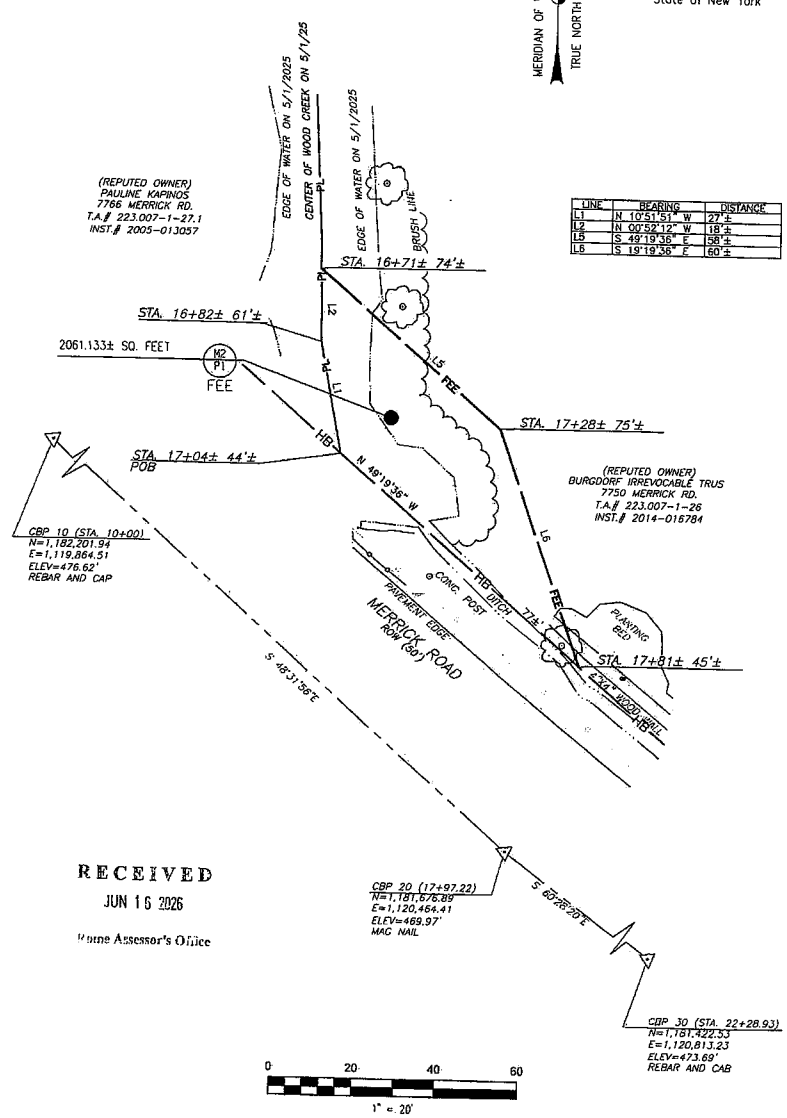
MAP NO. 2
PARCEL NO. 1
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

Parcel Locater Point:
Parcel No: 1
N: 1181771.896
E: 1120423.301
N.Y.S.P.C.S. CENTRAL ZONE NAD 83

BURGDORF IRREVOCABLE TRUST
(REPUTED OWNER)
TRN #2
GCD Inst# 2014-016784

PARCEL SUMMARY:
Type: Parcel 1 FEE
Portion of 2024 Tax Map Ref.
No. 223.007-1-26
City of Rome
County of Oneida
State of New York



LINE	BEARING	DISTANCE
L1	N 10°51'51" W	27'±
L2	N 00°52'12" W	18'±
L5	S 49°19'36" E	58'±
L6	S 19°19'36" E	60'±

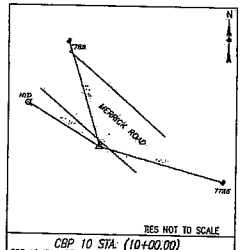
RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY T. DUNN CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

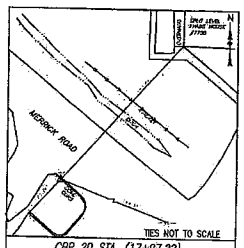
MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

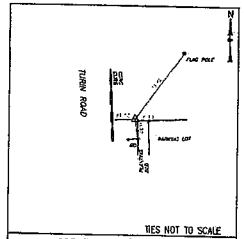
MAP NO. 2
PARCEL NO. 1
SHEET 2 OF 2 SHEETS



CBP 10 STA. (10+00.00)
CBP 10 IS A REBAR WITH A CAP SET ON THE SOUTH SIDE OF THE MERRICK ROAD AND LOCATED APPROXIMATELY 1178' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83
(2011) NAVD 88
N=1,182,201.94
E=1,119,864.51
ELEV=476.62'



CBP 20 STA. (17+97.22)
CBP 20 IS A MAG NAIL SET ON THE SOUTH SIDE MERRICK ROAD AND LOCATED APPROXIMATELY 576' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83
(2011) NAVD 88
N=1,181,676.89
E=1,120,484.41
ELEV=469.97'



CBP 30 STA. (22+28.93)
CBP 30 IS A REBAR AND CAP SET ON THE EAST SIDE OF TURIN ROAD AND LOCATED APPROXIMATELY 83' NORTHWEST OF THE INTERSECTION OF TURIN AND MERRICK ROAD
NYSPCS CENTRAL ZONE NAD 83
(2011) NAVD 88
N=1,181,422.53
E=1,120,813.23
ELEV=473.69'

All that piece or parcel hereinafter designated designated as Parcel No.1, situate in the City of Rome, County of Oneida, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northerly Right of Way of Merrick Road (50.0' wide) and the centerline of Wood Creek, said point being on the division line of lands now or formerly of Pauline Kapinos (reputed owner) to the West and lands now or formerly of Burgdorf Irrevocable Trust (reputed owner) to the East, said point also being a distance of 44'± northerly, measured at a right angle, from Sta. 17+04 of the 2025 Survey Baseline, thence; N 10°51'51" W along said division line and the centerline of aforesaid creek a distance of 27±' to a point on said division line and the centerline of said creek, said point also being a distance of 61±' northerly, measured at a right angle, from Sta. 16+82± of said Baseline, thence; N 00°52'12" W along said division line and the centerline of said creek a distance of 18'± to a point, said point also being a distance of 74±' northerly, measured at a right angle, from Sta. 16+71± of said Baseline, thence; S 49°19'36" E through lands now or formerly of Burgdorf Irrevocable Trust a distance of 58'± to a point, said point also being a distance of 75'± northerly, measured at a right angle, from Sta. 17+28± of said Baseline, thence; S 19°19'36" E through the lands now or formerly of Burgdorf Irrevocable Trust a distance of 60'± to a point in the northerly Right of Way of Merrick Road, said point also being a distance of 45±' northerly, measured at a right angle, from Sta. 17+80± of said Baseline, thence; N 49°19'36 W along the Right of Way of Merrick Road (50.00' wide) a distance of 77±' to the Point and Place of Beginning.

The above mentioned survey baseline is a portion of the 2025 survey baseline for the Merrick Road culvert replacement over Wood Creek. Beginning at Station 10+00.00; thence S 48°31'56" E to Station 12+94.53; thence S 60°28'20" E to Station 22+28.93
All bearings referred to True North at the 76°-35' Meridian of West Longitude.

I hereby certify that the property describe and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date _____ 20 ____

Jeffrey Lanigan
Mayor of Rome
City of Rome, New York

STATE OF NEW YORK
DANIEL JAMES MACDONALD
050613
LICENSED LAND SURVEYOR

BURGDORF IRREVOCABLE TRUST
(REPUTED OWNER)

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."
I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date June 15, 2026

DANIEL J. MACDONALD P.L.S.
NYS PLS #050613

RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY T_DUNN CHECKED BY A_BAYLOR FINAL CHECK BY D_MACDONALD P.L.S.

COMMON COUNCIL SEPTEMBER 23, 2026

ORDINANCE NO. 9903

AUTHORIZING THE APPROVAL OF A TEMPORARY EASEMENT FOR THE PROPERTY LOCATED AT 7551 MERRICK ROAD.

By Councilor _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has requested authorization to accept a temporary easement for the property located at 7551 Merrick Road for the Merrick Road Bridge project; now, therefore

BE IT ORDAINED, that the Mayor of the City of Rome be and is hereby authorized to enter into a temporary easement agreement, approved by the Corporation Counsel, for the property located at 7551 Merrick Road, for the Merrick Road Bridge project.

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9903.

Seconded by Councilor _____.

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

ORDINANCE NO. 9903
AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Reilly__ Dursi __ Sbaraglia __

ADOPTED ___ DEFEATED ___

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT is made and entered into this 10th day of June, 2026,
between
J.T. Sprock 2 Brothers of CNY LLC, with an address of **7551 Merrick Road, Rome, NY 13440** (hereinafter referred to as "Grantor"),

and

City of Rome, (hereinafter referred to as **"Grantee"**), a municipal corporation with its office at **198 North Washington Street, Rome, NY 13440**

WITNESSETH

WHEREAS, Grantee intends to repair / replace **Merrick Road Culvert** (the "Project") in the **City of Rome, Rome, Oneida County, NY 13440** and,

WHEREAS, pursuant to a deed dated October 26, 2012 and recorded on December 21, 2012 in the Oneida County clerk's Office in Liber 2012 of Deeds at Page 21823 Instrument number 2012-021823 (the "Grantor's Deed") the Grantor owns land at **7751 Merrick Road, Rome, NY 13440,** in the City of Rome, Oneida County, State of New York, **Tax Map No. 223.011-1-37.1** (the "Grantor's Property") in the vicinity of the Project; and,

NOW, THEREFORE, in consideration of the covenants herein, and the payment by Grantee to the Grantor of the sum of One and 00/100 Dollars ($1.00) and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Grantor hereby grants to the Grantee a temporary easement in connection with the Project, on, over, under and across the portions of Grantor's Property described as **Parcel 1** on Acquisition **Map 4** on attached Exhibit "A" (the "Easement Area").

   The possession and term of the temporary easement shall be exercisable for a term of one (1) year commencing on 2/1/27 and ~~ending~~, unless deemed no longer necessary for highway purposes and released by Grantee prior to the expiration ~~of the aforementioned~~ term. The Temporary Easement may be extended for two (2) additional one-year terms at the option of the Grantee. Thirty (30) days prior to the expiration of the term of this easement, the Grantee shall notify the Grantor in writing of its intention to extend the term of the easement. In no event shall the term of the easement extend beyond 1/31/28, unless extended by both parties.

2. Grantee, its agents, servants, employees, and contractors, shall have the right to enter the Easement Area and to engage in such construction access and activities, as may be necessary to complete construction of the Project.

3. Grantee agrees to repair and restore, as far as practicable to their preconstruction condition, any part or portion of the easement area that is damaged, disturbed, detrimentally altered, or changed during the construction of the Project, including but not limited to regrading, reseeding, and replacement of pavement or gravel surfaces as applicable.

Signature:	
Name:	
Company:	
Title:	
Date:	

Signature:	
Name:	J.T. Sprock
Company:	2 Brothers of CNY LLC
Title:	Principal
Date:	6/10/2026

ACKNOWLEDGEMENT LIMITED LIABILITY COMPANY (LLC)

STATE OF New York
COUNTY OF Oneida

On the 10 day of June, in the year 2026, before me, the undersigned, personally appeared James T. Sprock, personally know to me or proved to me on the basis of satisfactory evidence to be the individual who is the of **2 Brothers of CNY LLC,** the limited liability company described in and that executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the LLC by property authority.

Notary Public
Qualified in Saratoga County
Commission Expires: 5/12/2030

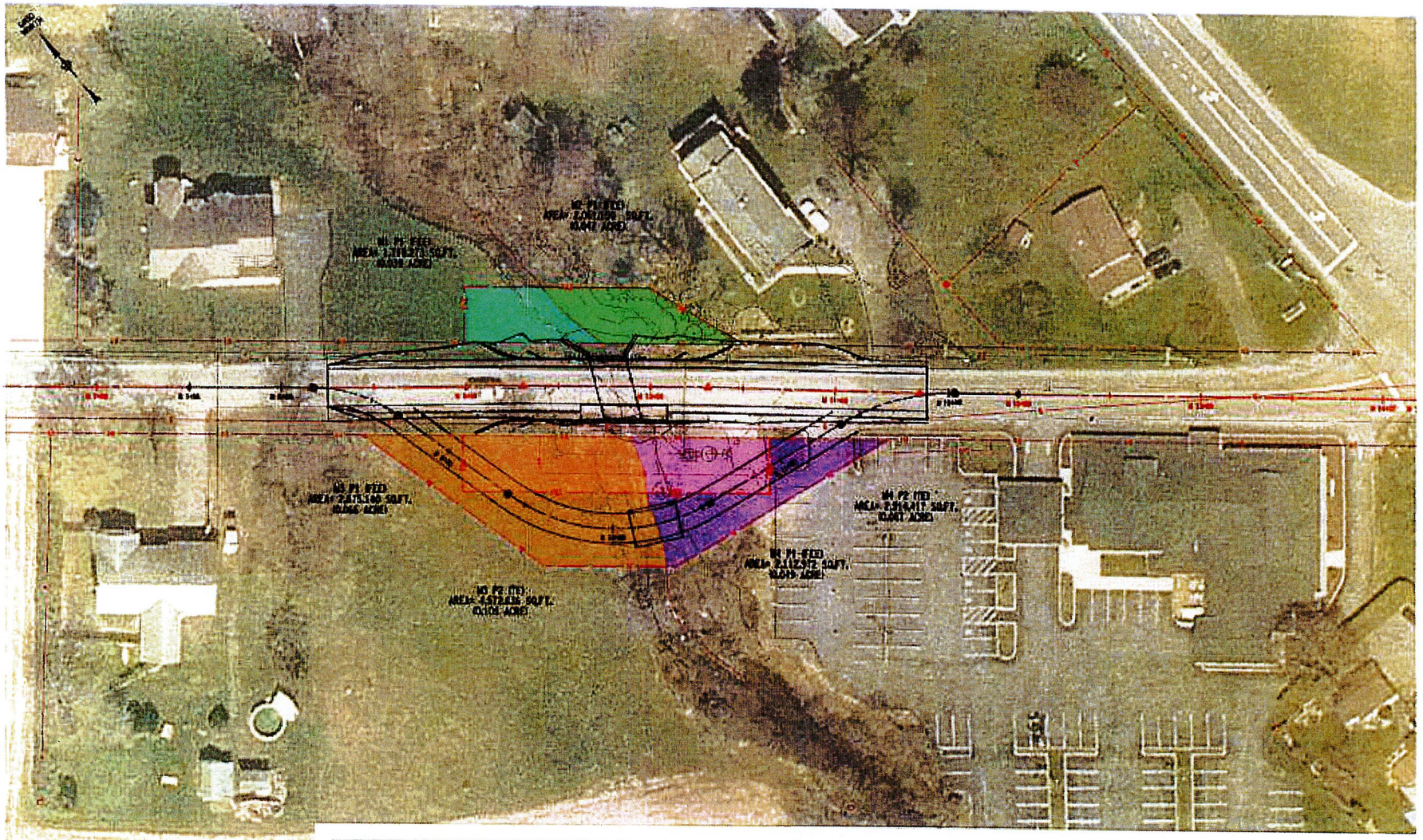
KIMBERLY K DEMPSEY
STATE OF NEW YORK
NOTARY PUBLIC
MY COMMISSION EXPIRES 05/12/2030

ACKNOWLEDGEMENT LIMITED LIABILITY COMPANY (LLC)

STATE OF
COUNTY OF

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally know to me or proved to me on the basis of satisfactory evidence to be the individual who is the of **2 Brothers of CNY LLC,** the limited liability company described in and that executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the LLC by property authority.

_____
Notary Public
Qualified in _____ County
Commission Expires:



THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE DRAWING CONTENTS ARE NOT AN APPROVED FINAL CONSTRUCTION CONTRACT DOCUMENT.

		PIN	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED
COUNTY	REGION				

CONTRACT NUMBER

DRAWING NO.

SHEET NO.

New York State Department of Transportation

MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

MAP NO. 4
PARCEL NO. 1
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

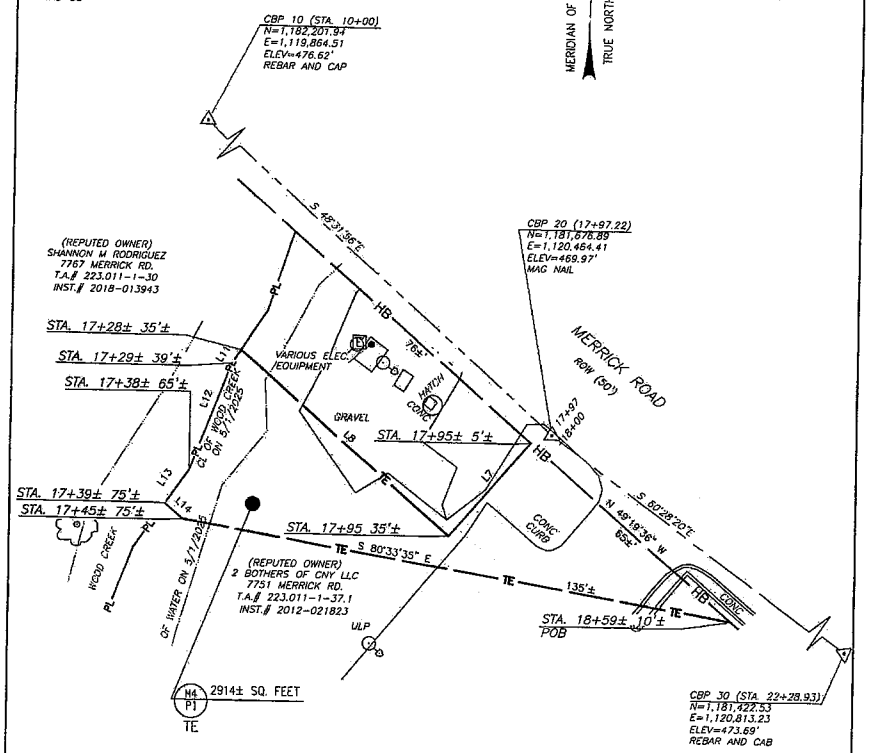
Parcel Locater Point:
Parcel No: 1
N: 1181724.396
E: 1120401.802

N.Y.S.P.C.S. CENTRAL ZONE
NAD 83

2 BROTHERS OF CNY LLC
(REPUTED OWNER)
TRN #4
CCD Inst# 2012-0211823

MERIDIAN OF WEST LONGITUDE
TRUE NORTH AT THE 76°35'

PARCEL SUMMARY:
Type: Parcel 1 Temporary easement
Portion of 2024 Tax Map Ref.
No. 223.011-1-37.1
City of Rome
County of Oneida
State of New York



LINE	BEARING	DISTANCE
L7	S 40°40'24" W	30'±
L8	N 49°19'36" W	67'±
L11	S 33°23'00" W	4'±
L12	S 21°11'15" W	28'±
L13	S 35°05'19" W	10±'
L14	S 49°19'36" E	6'±

RECEIVED
JUN 16 2026
Rome Assessor's Office

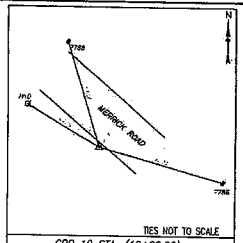
0 20 40 60
1" = 20'

PREPARED BY J. JAHN CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

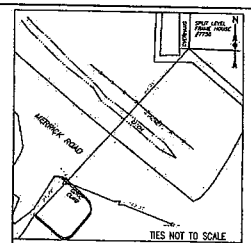
MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISITION MAP
PIN 275482

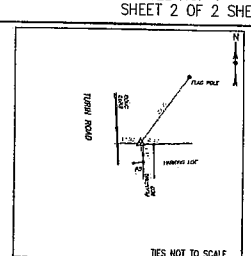
MAP NO. 4
PARCEL NO. 1
SHEET 2 OF 2 SHEETS



CBP 10 STA. (10+00.00)
CBP 10 IS A REBAR WITH A CAP SET ON THE SOUTH SIDE OF THE MERRICK ROAD AND LOCATED APPROXIMATELY 1179' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,182,201.94
E=1,119,864.51
ELEV=476.62'



CBP 20 STA. (17+97.22)
CBP 20 IS A MAG NAIL SET ON THE SOUTH SIDE MERRICK ROAD AND LOCATED APPROXIMATELY 574' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,181,676.89
E=1,120,464.41
ELEV=469.97'



CBP 30 STA. (22+28.93)
CBP 30 IS A REBAR AND CAP SET ON THE EAST SIDE OF TURIN ROAD AND LOCATED APPROXIMATELY 63' NORTHWEST OF THE INTERSECTION OF TURIN AND MERRICK ROAD
NYSPCS CENTRAL ZONE NAD 83 (2011) NAVD 88
N=1,181,422.53
E=1,120,813.23
ELEV=473.69'

TEMPORARY EASEMENT FOR WORK AREA

All that piece or parcel of property hereinafter designated as Parcel No. 1 situate in the City of Rome, County of Oneida, State of New York, as shown on the accompanying map and described as follows:

A temporary easement to be exercised in, on, and over the property delineated above as Parcel No. 1, for the purpose of a work area in connection with the reconstruction of the highway and appurtenances for use and exercisable during the reconstruction of the highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes and released by the City of Rome, or its assigns. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 1 as shown on the accompanying map.

RESERVING, however, to the owner of any right, title, or interest in and to the property delineated as Parcel No. 1 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

I hereby certify that the property describe and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date _____ 20 ____

Jeffrey Lanigan
Mayor of Rome
City of Rome, New York

STATE OF NEW YORK
DANIEL JAMES MACDONALD
050613
LICENSED LAND SURVEYOR

TWO BROTHERS OF CNY LLC
(REPUTED OWNER)

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date June 15, 2026

DANIEL J. MACDONALD P.L.S.
NYS PLS #050613

RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY T. DUNN CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

COMMON COUNCIL SEPTEMBER 23, 2026

ORDINANCE NO. 9904

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH 2 BROTHERS OF CNY, LLC FOR THE PURCHASE OF 7551 MERRICK ROAD ($16,200.00).

By Councilor _____:

WHEREAS, Jeffrey M. Lanigan, Mayor of the City of Rome, New York, has recommended that the City of Rome enter into an Agreement with 2 Brothers of CNY, LLC for the purchase of 7551 Merrick Road for $16,200.00, 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 2 Bothers of CNY, LLC for the purchase of 7551 Merrick Road for $16,200.00, pursuant to an agreement substantially similar to the agreement attached hereto and made part of this Resolution.

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9904.

Seconded by Councilor _____.

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

ORDINANCE NO. 9904
AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Reilly__ Dursi __ Sbaraglia __

ADOPTED ___ DEFEATED ___

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Merrick Road Culvert
Property: 7751 Merrick Road, Rome NY 13440
PIN No: 2754.82 Map(s): 3 & 4 Parcels(s): 1

By this Agreement J.T. Sprock 2 Brothers of CNY LLC, (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 7751 Merrick Road, Rome, NY 13440, further described as being a portion of the Seller's lands described in Warranty Deed dated October 26, 2012, and recorded on December 21, 2012 in book 2012 of Deeds at page 21823, Instrument No. 2012-021823 in the Office of the County Clerk for Oneida County, New York and assigned Tax Map No. 223.011-1-37.1, and being the same lands designated as Map(s) 3 & 4, 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.
   - Funeral Home shall be notified at least 1 week in advance of any construction activities that may impact the business operations of the funeral home.

3. **PURCHASE PRICE.** The total purchase price is $ 16,200.00 SIXTEEN THOUSAND TWO HUNDRED DOLLARS AND 00/100. The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **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.

5. **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.

6. **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.
The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for 1 Year. At the option of the Buyer, a one-year

temporary easement may be extended for two (2) additional one-year terms and a two-year temporary easement may be extended for one (1) additional one-year term. Prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional term shall be $ 3,500.00. The compensation stated herein reflects the fair market value of the temporary easement. Any additional amounts paid beyond this value constitute one-time reimbursements for direct and/or indirect damages resulting from the acquisition or use of the easement.

The Buyer shall include a check for the sum of $ 3,500.00 with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.

Upon completion of construction, or when the Temporary Easement is no longer necessary, the Grantee shall promptly restore the Easement Area to as near its original condition as reasonably practicable, or to a condition equal to or better than that which existed immediately prior to the commencement of Grantee's use, reasonable wear and tear excepted. All restoration work shall be performed at the sole cost and expense of the Grantee.

7. **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.
   - 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).

8. **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.

9. **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.

10. **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.

11. **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.

12. **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 10th day of June, in the year 2026, the parties have entered into this Agreement.

GRANTOR | PROPERTY OWNER

Signature: J.T.

Print Name: J.T. Sprock

Title: Property Owner / Principal

Company: 2 Brothers of CNY LLC

Date: 6/10/2026

PLEASE SIGN

GRANTEE | PROJECT SPONSOR

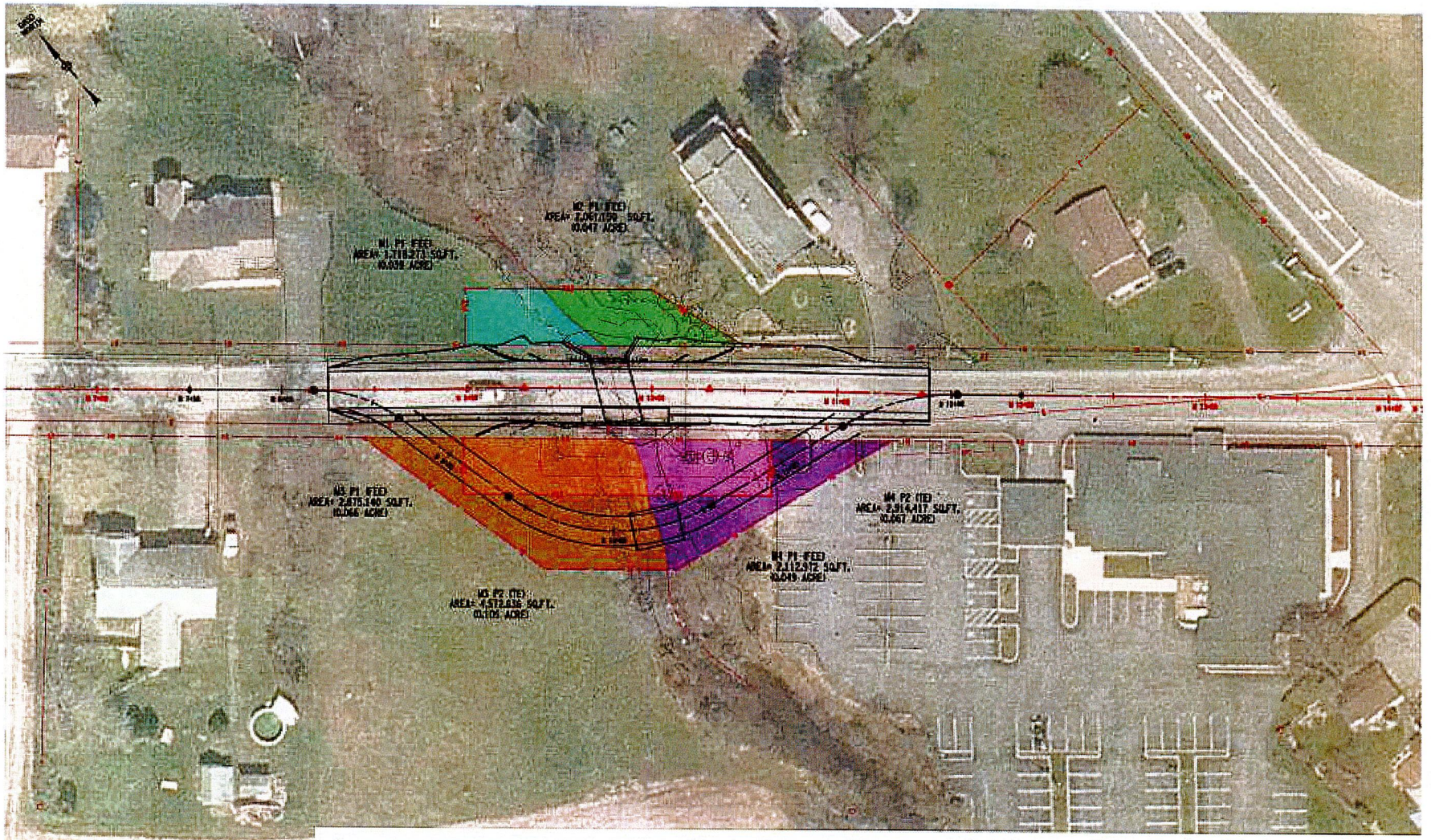
Signature: _____

Print Name: _____

Title: _____

Sponsor: City of Rome

Date: _____



THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE DRAWING CONTENTS ARE NOT AN APPROVED FINAL CONSTRUCTION CONTRACT DOCUMENT.

COUNTY: REGION:

PIN

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER

DRAWING NO.

SHEET NO.:

NEW YORK STATE Department of Transportation

MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

MAP NO. 3
PARCEL NO. 1
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

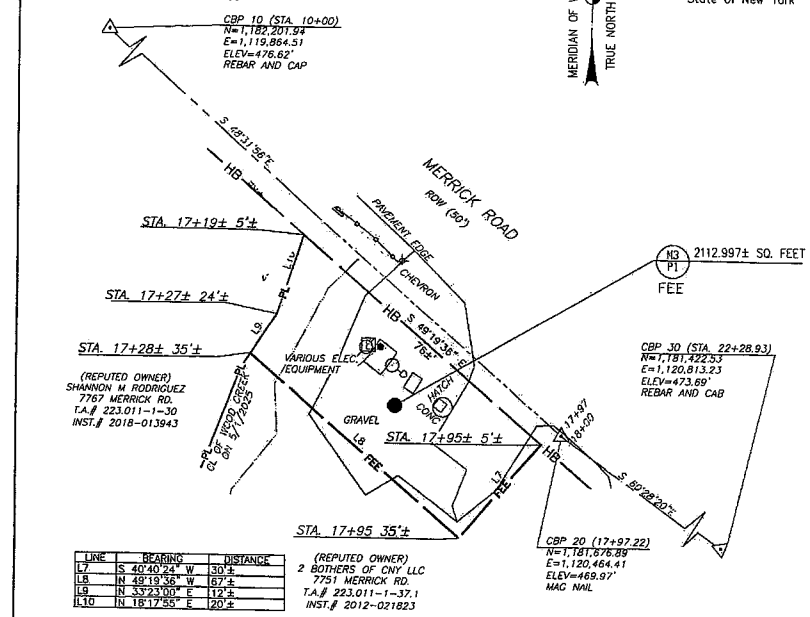
Parcel Locater Point:
Parcel No: 1
N: 1181724.396
E: 1120401.802

N.Y.S.P.C.S. CENTRAL ZONE NAD 83

2 BROTHERS OF CNY LLC
(REPUTED OWNER)
TRN #3
CCD Inst# 2012-021823

MERIDIAN OF WEST LONGITUDE
TRUE NORTH AT THE 76°35'

PARCEL SUMMARY:
Type: Parcel 1 FEE
Portion of 2024 Tax Map Ref.
No. 223.011-1-37.1
City of Rome
County of Oneida
State of New York



LINE	BEARING	DISTANCE
L7	S 40°40'24" W	30'±
L8	N 49°19'36" W	67'±
L9	N 33°23'00" E	12'±
L10	N 18°17'55" E	20'±

0 20 40 60
1" = 20'

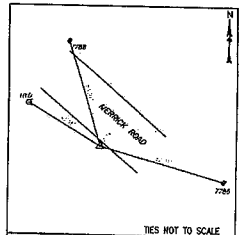
PREPARED BY J_QUIN CHECKED BY A_BAYLOR FINAL CHECK BY D_MACDONALD P.L.S.

RECEIVED
JUN 16 2026
Oneida County Real Property Tax Service

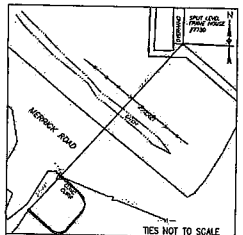
MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

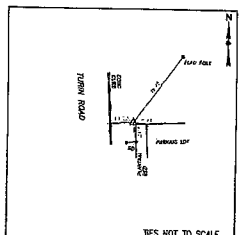
MAP NO. 3
PARCEL NO. 1
SHEET 2 OF 2 SHEETS



CBP 10 STA. (10+00.00)
CBP 10 IS A REBAR WITH A CAP SET ON THE SOUTH SIDE OF THE MERRICK ROAD AND LOCATED APPROXIMATELY 1129' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83
(2011) NAVD 88
N=1,182,201.94
E=1,119,864.51
ELEV=476.62'



CBP 20 STA. (17+97.22)
CBP 20 IS A MAG NAIL SET ON THE SOUTH SIDE MERRICK ROAD AND LOCATED APPROXIMATELY 376' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83
(2011) NAVD 88
N=1,181,676.89
E=1,120,464.41
ELEV=469.97'



CBP 30 STA. (22+28.93)
CBP 30 IS A REBAR AND CAP SET ON THE EAST SIDE OF TURIN ROAD AND LOCATED APPROXIMATELY 63' NORTHWEST OF THE INTERSECTION OF TURIN AND MERRICK ROAD
NYSPCS CENTRAL ZONE NAD 83
(2011) NAVD 88
N=1,181,422.53
E=1,120,813.23
ELEV=473.69'

All that piece or parcel hereinafter designated designated as Parcel No.1, situate in the City of Rome, County of Oneida, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the Southerly Right of Way of Merrick Road (50.0' wide) and the centerline of Wood Creek, said point being on the division line of lands now or formerly of 2 Bothers of CNY LLC (reputed owner) to the West and lands now or formerly of Shannon M Rodriguez (reputed owner) to the East, said point also being a distance of 5'± Southerly, measured at a right angle, from Sta. 17+19 of the 2025 Survey Baseline, thence; S 49°19'36" E along aforesaid Right Of Way a Distance of 76'±to a point on the right of way, said point also being 5'± measured at a right angle, from Sta. 17+95± of said Baseline, thence; S 40°40'24 W through the lands of 2 Bothers of CNY LLC a distance of 30'± to a point, said point also 35'± measured at a right angle, from Sta. 17+95± of said Baseline, Thence; N 49°19'36" W through the lands of 2 Bothers of CNY LLC a distance 67'± to a point on the central line of Wood Creek and aforesaid division line. Said point also being 35'± measured at a right angle, from Sta. 17+28'± of said Baseline, Thence N 33°23'00" E along the central line of Wood Creek and the aforesaid division line a distance 12'±, said point also being a Distance of 24'± measured at a right angle, from Sta. 17+27'± of said Baseline. Thence; N 18°17'55" E along said central line and division line a distance 20'± to the Aforesaid Right of Way and the point and place of beginning. Said point also being 5'± measured at a right angle, from Sta. 17+19'± of said Baseline

The above mentioned survey baseline is a portion of the 2025 survey baseline for the Merrick Road culvert replacement over Wood Creek Beginning at Station 10+00.00; thence S 48°31'56" E to Station 12+94.53; thence S 60°28'20" E to Station 22+28.93
All bearings referred to True North at the 76°-35' Meridian of West Longitude.

I hereby certify to the Commissioner of the New York Department of Transportation that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

_____ 20____

Jeffrey Lanigan
Mayor of Rome
City of Rome, New York

STATE OF NEW YORK
JAMES MACDONALD
DANIEL
050613
LICENSED LAND SURVEYOR

2 BROTHERS OF CNY LLC
(REPUTED OWNER)

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date June 15, 2026

DANIEL J. MACDONALD P.L.S.
NYS PLS #050613

RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY T. DUNN CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

COMMON COUNCIL SEPTEMBER 23, 2026

ORDINANCE NO. 9905

AUTHORIZING THE APPROVAL OF A TEMPORARY EASEMENT FOR THE PROPERTY LOCATED AT 7767 MERRICK ROAD.

By Councilor _____:

WHEREAS, Joseph Guiliano, Commissioner of Public Works for the City of Rome, New York, has requested authorization to enter into a temporary easement agreement for the property located at 7767 Merrick Road for the Merrick Road Bridge project; now, therefore

BE IT ORDAINED, that the Mayor of the City of Rome be and is hereby authorized to enter into a temporary easement agreement, approved by the Corporation Counsel, for the property located at 7767 Merrick Road for the Merrick Road Bridge project.

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9905.

Seconded by Councilor _____.

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

ORDINANCE NO. 9905
AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Reilly__ Dursi __ Sbaraglia __

ADOPTED ___ DEFEATED ___

AGREEMENT TO CONVEY TEMPORARY AND PERMANENT EASEMENTS

Project: **Merrick Road Culvert**

Property: **7767 Merrick Road, Rome NY 13440**

PIN No: **2754.82** Map(s): **5 & 6** Parcels(s): **1**

By this Agreement Shannon Rodriguez (hereinafter "Seller"), agrees to sell and City of Rome, (hereinafter "Buyer") agrees to convey temporary and permanent easement of 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 7767 Merrick Road, Rome, NY 13440, further described as being a portion of the Seller's lands described in Warranty Deed dated Invalid Date, and recorded on January 20, 2023 in book 2023 of Deeds at page 720, Instrument No. 2023-000720 in the Office of the County Clerk for Oneida County, New York and assigned Tax Map No. 223.011-1-30, and being the same lands designated as Map(s) 5 & 6, 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 CONVEYANCE OF EASEMENT.** 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.
   - 1,000 sf of lawn and four (4) trees (erosion control, screenage).

3. **PURCHASE PRICE OF EASEMENTS.** The total purchase price is **$ 4,100.00 FOUR THOUSAND ONE HUNDRED DOLLARS AND 00/100.**
   The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **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.

5. **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.

6. **BUYER'S POSSESSION OF THE PROPERTY.** The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for 1 Year. At the option of the Buyer, a one-year temporary easement may be extended for two (2) additional one-year terms and a two-year temporary easement may be extended for one (1) additional one-year term. Prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional term shall be $ 700.00. The compensation stated herein reflects the fair market value of the temporary easement. Any additional amounts paid beyond this value constitute one-time reimbursements for direct and/or indirect damages resulting from the acquisition or use of the easement.

   The Buyer shall include a check for the sum of $ 700.00 with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.

Upon completion of construction, or when the Temporary Easement is no longer necessary, the Grantee shall promptly restore the Easement Area to as near its original condition as reasonably practicable, or to a condition equal to or better than that which existed immediately prior to the commencement of Grantee's use, reasonable wear and tear excepted. All restoration work shall be performed at the sole cost and expense of the Grantee.

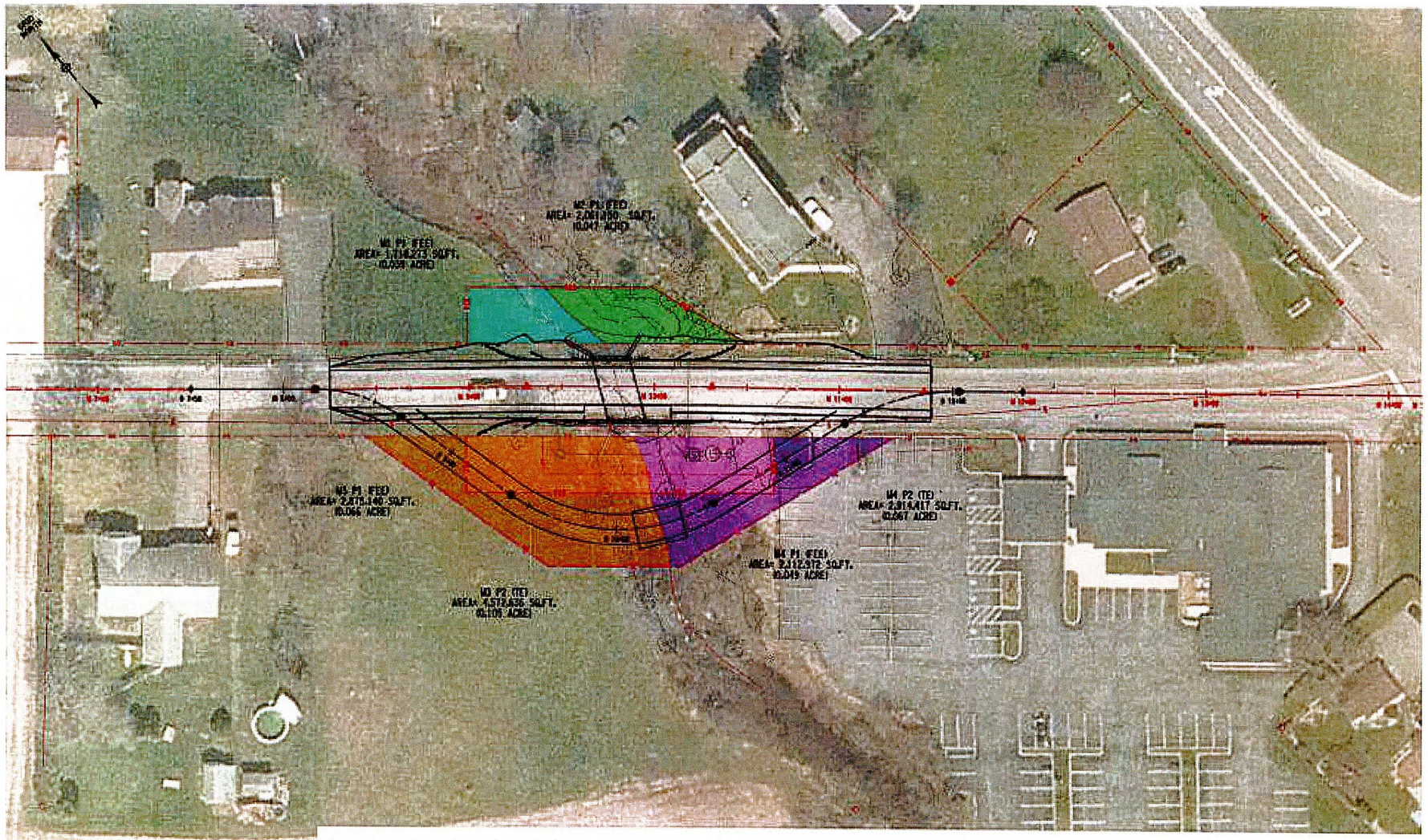
7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale;
   - Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to grant and convey the real property interest(s) and improvements described in paragraphs 1 and 2 above.
   - 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).
8. **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.
9. **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.
10. **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.
11. **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.
12. **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 19th day of June, in the year 2026, the parties have entered into this Agreement.

GRANTOR | PROPERTY OWNER		GRANTEE | PROJECT SPONSOR	
Signature:	[signature]	Signature:	
Print Name:	**Shannon Rodriguez**	Print Name:	
Title:	**Property Owner**	Title:	
Company:		Sponsor:	**City of Rome**
Date:	06-19-2026	Date:	



THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE DRAWING CONTENTS ARE NOT AN APPROVED FINAL CONSTRUCTION CONTRACT DOCUMENT.

COUNTY: REGION:

PIN

BRIDGES

CULVERTS

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED.

CONTRACT NUMBER

DRAWING NO.

SHEET NO.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

FILE NAME :
DATE/TIME :
USER :

MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

MAP NO. 5
PARCEL NO. 1
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

Parcel Locater Point:
Parcel No: 1
N: 1181724.396
E: 1120401.802

N.Y.S.P.C.S. CENTRAL ZONE
NAD 83

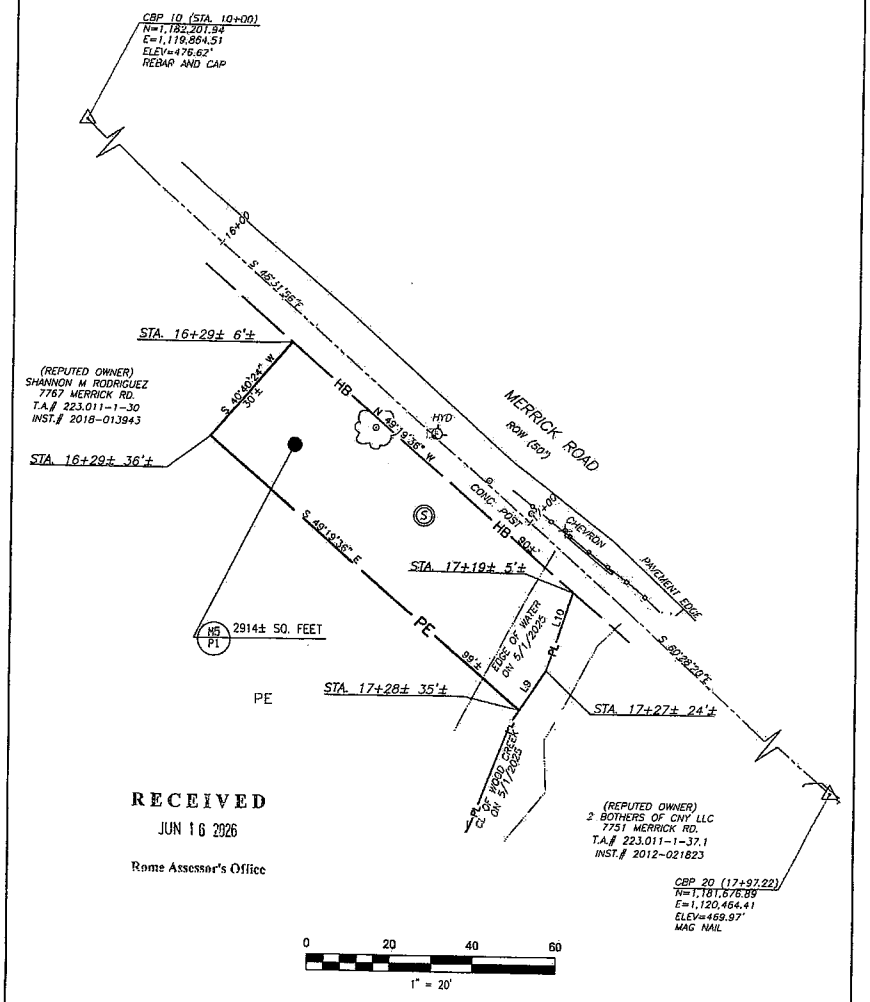
SHANNON M. RODRIGUEZ
(REPUTED OWNER)
TRN #5
CCD Inst.# 2018-013943

(REPUTED OWNER)
SHANNON M RODRIGUEZ
7767 MERRICK RD.
T.A.# 223.011-1-30
INST.# 2018-013943

LINE	BEARING	DISTANCE
L9	N 33°23'00" E	12'±
L10	N 18°17'55" E	20'±

MERIDIAN OF WEST LONGITUDE
TRUE NORTH AT THE 76°35'

PARCEL SUMMARY:
Type: Parcel 1 Permanent Easement
Portion of 2024 Tax Map Ref.
No. 223.011-1-30
City of Rome
County of Oneida
State of New York



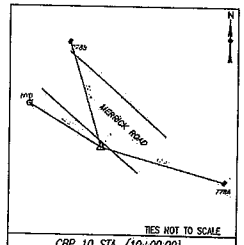
RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY A. BAYLOR CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD, P.L.S.

MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISITION MAP
PIN 275482

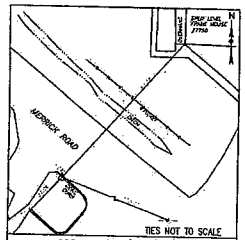
MAP NO. 5
PARCEL NO. 1
SHEET 2 OF 2 SHEETS



TIES NOT TO SCALE

CBP 10 STA. (10+00.00)
CBP 10 IS A REBAR WITH A CAP SET ON THE SOUTH SIDE OF THE MERRICK ROAD AND LOCATED APPROXIMATELY 170' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD

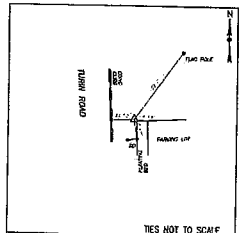
NYSPCS CENTRAL ZONE NAD 83
(2011) NAVD 88
N=1,182,231.84
E=1,119,884.51
ELEV=476.62'



TIES NOT TO SCALE

CBP 20 STA. (17+97.22)
CBP 20 IS A MAG NAIL SET ON THE SOUTH SIDE MERRICK ROAD AND LOCATED APPROXIMATELY 376' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD

NYSPCS CENTRAL ZONE NAD 83
(2011) NAVD 88
N=1,181,676.89
E=1,120,464.41
ELEV=469.97'



TIES NOT TO SCALE

CBP 30 STA. (22+28.93)
CBP 30 IS A REBAR AND CAP SET ON THE EAST SIDE OF TURIN ROAD AND LOCATED APPROXIMATELY 83' NORTHWEST OF THE INTERSECTION OF TURIN AND MERRICK ROAD

NYSPCS CENTRAL ZONE NAD 83
(2011) NAVD 88
N=1,181,422.53
E=1,120,813.23
ELEV=473.69'

A permanent easement to be exercised in, on over the property above delineated for the purpose of constructing, reconstructing and maintaining thereon a city highway, together with such bridges and other facilities in connection therewith as deemed necessary by the city of Rome in and to all the piece of property designated as Parcel No. 1, as shown on the accompany map.

RESERVING, however, to the owner of any rights, title or interest in and the property above delineated, and such owner's successors or assigns, the right to access and the right of using the said property and such shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and established by, the construction or reconstruction, the maintenance, of the herein identified project.

I hereby certify that the property describe and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date _____ 20 ____

Jeffrey Lanigan
Mayor of Rome
City of Rome, New York

STATE OF NEW YORK
DANIEL JAMES MACDONALD
050613
LICENSED LAND SURVEYOR

SHANNON M. RODRIGUEZ
(REPUTED OWNER)

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date June 15, 2026

DANIEL J. MACDONALD P.L.S.
NYS PLS. #050613

RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY T. DUNN CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

COMMON COUNCIL SEPTEMBER 23, 2026

ORDINANCE NO. 9906

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH SHANNON RODRIGUEZ FOR THE PURCHASE OF 7767 MERRICK ROAD ($4,100.00).

By Councilor _____:

WHEREAS, Jeffrey M. Lanigan, Mayor of the City of Rome, New York, has recommended that the City of Rome enter into an Agreement with Shannon Rodriguez for the purchase of 7767 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 Shannon Rodriguez for the purchase of 7767 Merrick Road, pursuant to the agreement attached hereto and made part of this Resolution.

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9906.

Seconded by Councilor _____.

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

ORDINANCE NO. 9906
AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Reilly__ Dursi __ Sbaraglia __

ADOPTED ___ DEFEATED ___

AGREEMENT TO CONVEY TEMPORARY AND PERMANENT EASEMENTS

Project: **Merrick Road Culvert**

Property: **7767 Merrick Road, Rome NY 13440**

PIN No: **2754.82** Map(s): **5 & 6** Parcels(s): **1**

By this Agreement Shannon Rodriguez (hereinafter "Seller"), agrees to sell and City of Rome, (hereinafter "Buyer") agrees to convey temporary and permanent easement of 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 7767 Merrick Road, Rome, NY 13440, further described as being a portion of the Seller's lands described in Warranty Deed dated Invalid Date, and recorded on January 20, 2023 in book 2023 of Deeds at page 720, Instrument No. 2023-000720 in the Office of the County Clerk for Oneida County, New York and assigned Tax Map No. 223.011-1-30, and being the same lands designated as Map(s) 5 & 6, 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 CONVEYANCE OF EASEMENT.** 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.
   - 1,000 sf of lawn and four (4) trees (erosion control, screenage).

3. **PURCHASE PRICE OF EASEMENTS.** The total purchase price is **$ 4,100.00 FOUR THOUSAND ONE HUNDRED DOLLARS AND 00/100**.
   The Purchase Price includes the Property described in paragraph 1 and the improvements described in paragraph 2.

4. **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.

5. **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.

6. **BUYER'S POSSESSION OF THE PROPERTY.** The possession and term of all temporary easements shall commence within nine months of the execution date of the temporary easement agreement. The term for all temporary easement(s) shall be for 1 Year. At the option of the Buyer, a one-year temporary easement may be extended for two (2) additional one-year terms and a two-year temporary easement may be extended for one (1) additional one-year term. Prior to the expiration of the initial term, or each extended term of the temporary easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the temporary easement for an additional year. The compensation for each additional term shall be $ 700.00. The compensation stated herein reflects the fair market value of the temporary easement. Any additional amounts paid beyond this value constitute one-time reimbursements for direct and/or indirect damages resulting from the acquisition or use of the easement.

   The Buyer shall include a check for the sum of $ 700.00 with said written notification to the Seller. The temporary easement will terminate upon the approval of the completed work, unless sooner terminated if deemed no longer necessary.

Upon completion of construction, or when the Temporary Easement is no longer necessary, the Grantee shall promptly restore the Easement Area to as near its original condition as reasonably practicable, or to a condition equal to or better than that which existed immediately prior to the commencement of Grantee's use, reasonable wear and tear excepted. All restoration work shall be performed at the sole cost and expense of the Grantee.

7. **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.
   - 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).
8. **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.
9. **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.
10. **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.
11. **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.
12. **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 19th day of June, in the year 2026, the parties have entered into this Agreement.

GRANTOR | PROPERTY OWNER

Signature: X

Print Name: **Shannon Rodriguez**

Title: **Property Owner**

Company:

Date: 06-19-2026

GRANTEE | PROJECT SPONSOR

Signature:

Print Name:

Title:

Sponsor: **City of Rome**

Date:

MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISTION MAP
PIN 275482

MAP NO. 6
PARCEL NO. 1
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

Parcel Locater Point:
Parcel No: 1
N: 1181724.396
E: 1120401.802

N.Y.S.P.C.S. CENTRAL ZONE
NAD 83

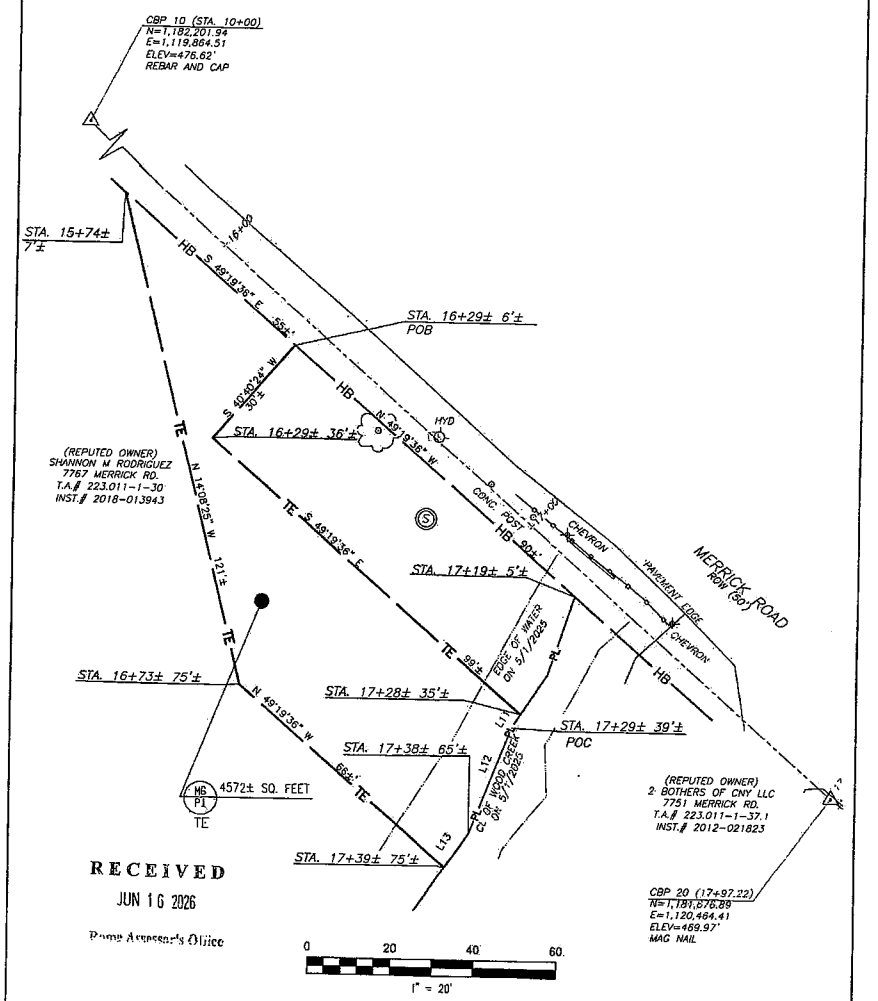
SHANNON M. RODRIGUEZ
(REPUTED OWNER)
TRN #6

CCD Inst# 2018-013943

MERIDIAN OF WEST LONGITUDE
TRUE NORTH AT THE 76°35'

PARCEL SUMMARY:
Type: Parcel 1 Temporary Easement
Portion of 2024 Tax Map Ref.
No. 223.011-1-30
City of Rome
County of Oneida
State of New York

LINE	BEARING	DISTANCE
L11	S 33°23'00" W	4'±
L12	S 21°11'15" W	28'±
L13	S 35°05'19" W	10±'



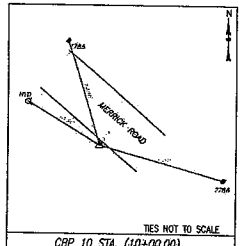
RECEIVED
JUN 16 2026
Rome Assessor's Office

PREPARED BY A. BAYLOR CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD, P.L.S.

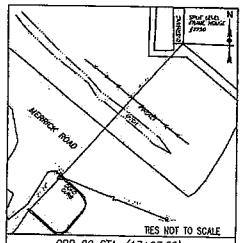
MERRICK ROAD CULVERT REPLACEMENT
OVER TRIBUTARY OF WOOD CREEK

CITY OF ROME
ACQUISITION MAP
PIN 275482

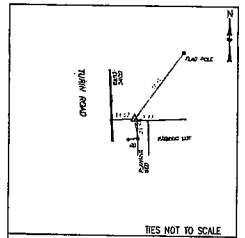
MAP NO. 6
PARCEL NO. 1
SHEET 2 OF 2 SHEETS



CBP 10 STA. (10+00.00)
CBP 10 IS A REBAR WITH A CAP SET ON THE SOUTH SIDE OF THE MERRICK ROAD AND LOCATED APPROXIMATELY 179' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83
(2011) NAVD 88
N=1,182,201.24
E=1,119,884.51
ELEV=476.62'



CBP 20 STA. (17+97.22)
CBP 20 IS A MAG NAIL SET ON THE SOUTH SIDE MERRICK ROAD AND LOCATED APPROXIMATELY 376' WEST OF THE INTERSECTION OF MERRICK ROAD AND TURIN ROAD
NYSPCS CENTRAL ZONE NAD 83
(2011) NAVD 88
N=1,181,676.89
E=1,120,464.41
ELEV=469.97'



CBP 30 STA. (22+28.93)
CBP 30 IS A REBAR AND CAP SET ON THE EAST SIDE OF TURIN ROAD AND LOCATED APPROXIMATELY 63' NORTHWEST OF THE INTERSECTION OF TURIN AND MERRICK ROAD
NYSPCS CENTRAL ZONE NAD 83
(2011) NAVD 88
N=1,181,422.53
E=1,120,813.23
ELEV=473.69'

TEMPORARY EASEMENT FOR WORK AREA

All that piece or parcel of property hereinafter designated as Parcel No. 1 situate in the city of Rome, County of Oneida, State of New York, as shown on the accompanying map and described as follows:

A temporary easement to be exercised in, on, and over the property delineated above as Parcel No. 1, for the purpose of a work area in connection with the reconstruction of the highway and appurtenances for use and exercisable during the reconstruction of the highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes and released by the City of Rome, or its assigns. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 1 as shown on the accompanying map.

RESERVING, however, to the owner of any right, title, or interest in and to the property delineated as Parcel No. 1 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

I hereby certify that the property describe and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date _____ 20___

Jeffrey Lanigan
Mayor of Rome
City of Rome, New York

STATE OF NEW YORK
DANIEL JAMES MACDONALD
050613
LICENSED LAND SURVEYOR

SHANNON M. RODRIGUEZ
(REPUTED OWNER)

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date June 15, 2026

DANIEL J. MACDONALD P.L.S.
NYS PLS #050613

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Rome Assessor's Office

PREPARED BY T. DUNN CHECKED BY A. BAYLOR FINAL CHECK BY D. MACDONALD P.L.S.

COMMON COUNCIL SEPTEMBER 23, 2026

ORDINANCE NO. 9907

AUTHORIZING CHANGES TO PARKING AND THE PLACEMENT OF STOP SIGNS ON ELM STREET.

By Councilor _____:

WHEREAS, John Reilly, Fifth Ward Councilor for the City of Rome, New York, has requested changes to parking and the placement of stop signs on Elm Street as follows:

- No parking any time on the South side of Elm Street from N. Jay Street to N. Madison Street.
- Two-hour parking on the North side of Elm Street from N. Jay Street to N. Madison Street.
- Placement of a stop sign on the corner of Floral Street and Elm Street.
- Placement of a stop sign on the corner of Shakenberry Ave and Elm Street.

; and

WHEREAS, the Commissioners of the Public Works and Public Safety, following a review of the conditions along said streets and in consideration of the requests made by local residents, recommends the above-mentioned changes to parking and the placement of stop signs on elm street; and

WHEREAS, the above-mentioned changes to parking and the placement of stop signs on elm street, alleviates the safety and parking concerns having been voiced by local residents; now, therefore,

BE IT ORDAINED, that the above-mentioned changes to parking and the placement of stop signs on elm street, be and is hereby permitted, pursuant to the map attached hereto and made part of this Ordinance.

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9907.

Seconded by Councilor _____.

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

ORDINANCE NO. 9907
AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Reilly__ Dursi __ Sbaraglia __

ADOPTED ___ DEFEATED ___

400 block Elm Street - Councilor Reilly requested parking changes September 23, 2026



changes to parking included on this legislation:

- No Parking at anytime on South curb
- two hour parking allowed on North curb as shown
- new Stop sign at Floral and Elm Street
- New Stop sign at Shakenberry and Elm Street