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 9, 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**
   - 9/9/26 at 6:00 p.m. – Members of the Common Council to meet with Superintendent of Schools and members of the Rome City School District Board of Education in the Caucus Room on the 2nd floor at City Hall, 198 N. Washington St.

9. **REPORTS OF CITY OFFICIALS**

10. **REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS**

11. **PRESENTATION OF REPORTS OF COMMITTEES**

12. **RESOLUTIONS**

RES. NO. 106 AUTHORIZING THE CITY OF ROME TREASURER TO CLOSE CAPITAL PROJECTS AND TO MAKE APPROPRIATE ACCOUNTING ENTRIES. **Adams**

RES. NO. 107 AUTHORIZING CREATION OF A CAPITAL PROJECT ACCOUNT FOR THE GUYER FIELD SPLASH PAD. **Adams**

RES. NO. 108 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT A NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE GRANT FOR THE CHILD PASSENGER SEAT SAFETY PROGRAM IN AN AMOUNT NOT TO EXCEED $1,500.00. **James**

RES. NO. 109 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**

RES. NO. 110 A RESOLUTION SUPPLEMENTING BOND ORDINANCE NO. 9702 DATED AND DULY ADOPTED ON MAY 22, 2024 AUTHORIZING THE ISSUANCE OF $14,000,000 BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO PAY THE COST OF REHABILITATING KESSINGER DAM. **Adams**

RES. NO. 111 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ROME CITY SCHOOL DISTRICT (SRO). **James**

13. ORDINANCES

ORD. NO. 9901 AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE LEASE AGREEMENTS WITH AXON ENTERPRISE INC. FOR THE LEASING OF POLICE TASERS. **Adams**

14. LOCAL LAWS

15. TABLED LEGISLATION

16. VETOED LEGISLATION

17. ADJOURNMENT

COMMON COUNCIL SEPTEMBER 9, 2026

RESOLUTION NO. 106

AUTHORIZING THE CITY OF ROME TREASURER TO CLOSE CAPITAL PROJECTS AND TO MAKE APPROPRIATE ACCOUNTING ENTRIES.

By Councilor _____:

WHEREAS, Brian Adams Treasurer for the City of Rome, has reviewed the accounting for capital projects in the General Fund, for which a listing of said projects is attached hereto as Exhibit "A", hereinafter referred to collectively as "Projects", and, upon his review, Mr. Adams has recommended the closing of said Projects; and

WHEREAS, the closing of said Projects is also consistent with the Corrective Action Plan approved by the City of Rome Common Council by Ordinance No. 9105, on July 26, 2016, the objective of which is to bolster the City's financial accuracy and transparency; now, therefore

BE IT RESOLVED, by the City of Rome Common Council, that Brian Adams, City of Rome Treasurer, shall and is hereby authorized to make such accounting entries as may be necessary to comply with any local, state or federal rule, regulation or law relating to and as may be necessary to close out the projects, which said projects are more specifically set forth herein at Exhibit "A"; and

BE IT FURTHER RESOLVED, that to comply with the intent of this Resolution, City Treasurer Adams is hereby authorized to make, *inter alia*, such accounting as may be necessary to effectuate the accounting entries set forth in Exhibit A, which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that City Treasurer Adams is hereby authorized to take such other and further steps as are necessary to effectuate the intent of this Resolution and as may be required to comply with any applicable local, state or federal accounting rule, regulation, law or principle.

Seconded by Councilor _____.

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

ADOPTED ___ DEFEATED ___

City of Rome, New York
Schedule of Capital Projects to be Closed
For the Common Council Meeting September 09, 2026

		PROJECT TITLE	Date Authorized	Original Authorization	Revised Authorization	Expenditures: Prior Years	Expenditures: Current YTD	Expenditures: Total	Expenditures: Unexpended Balance	Methods of Financing -Life to Date: Proceeds of Obligations	Federal Aid	ARPA	State Aid	Local Sources	Total	Fund Balance Transfer	Balance
1)	HIX	Animal Control Improvements	8/13/2025	52,000	52,000	51,281	610	51,890	110	-		-	-	52,000	52,000	-	110
2)	HFL	2020 Streets Program Street Light Replacement	4/8/2020	2,513,338	2,513,338	2,435,984		2,435,984	77,354	502,863		-	1,223,000	710,121	2,435,984	-	-
3)	HFM	Project	5/13/2020	3,392,360	4,778,434	4,679,502	96,091	4,775,593	2,841	4,778,434		-	-	-	4,778,434	-	2,841
4)	HFR	2021 Streets Program	4/28/2021	2,373,000	2,373,000	2,348,010		2,348,010	24,990	401,496		-	1,812,350	134,164	2,348,010	-	-
5)	HGA	2022 Streets Program	4/27/2022	3,136,962	3,136,962	3,134,542		3,134,542	2,420	816,196		-	2,053,881	264,465	3,134,542	-	-
6)	HGD	City Hall-Elevator Renovations	4/27/2022	200,000	428,688	428,688		428,688	-	131,325	193,000			104,363	428,688	-	-
7)	HGF	Public Works Garage Boiler Replacement	4/27/2022	200,000	200,000	221,948	-	221,948	8,052	149,030				72,918	221,948	-	-
8)	HHM	Snowblower	4/10/2024	160,000	160,000	156,132		156,132	3,868	115,847		-	-	40,285	156,132	-	-
9)	HIQ	Skid Steer	3/12/2025	75,000	75,000	66,999		66,999	8,001	61,036				5,963	66,999	-	-
10)	HIP	Inside District Mower	3/12/2025	135,000	135,000	132,813		132,813	2,187	122,080				10,733	132,813	-	-
11)	HEH	Veteran's Memorial Park Improv	11/18/2015	25,000	25,000	21,871	-	21,871	3,129	-		-	15,000	-	25,000	-	3,129
12)	HGV	Columbus Ave Replace NY	7/12/2023	1,693,746	1,693,746	906,797	-	906,797	786,949	110,671			796,126	-	906,797	-	-
13)	HGW	Laurel St Fire Station Roof	7/24/2023	73,000	73,000	72,859		72,859	141	68,333				4,526	72,859	-	-
14)	HGL	Franklyn Field Clubhouse Rehab	9/27/2023	75,000	161,878	161,878		161,878	-	146,488				15,390	161,878		-
15)	HGK	Bobcat	4/16/2023	65,000	65,000	52,046		52,046	12,954	38,765				13,281	52,046	-	-
16)	HHT	Guyer Field Court Resurfacing	5/22/2024	105,000	105,739	31,460		31,460	74,279	25,767				5,693	31,460	-	-
17)	HIR	Kardex - RPD File Storage System	3/12/2025	66,000	66,000	64,472	-	64,472	1,528	59,225				5,247	64,472	-	-
18)	HWAF	Backhoe	4/26/2023	130,000	130,000	124,524		124,524	5,476	91,941				32,583	124,524	-	-
19)	HWAI	Flusher Truck	4/24/2024	427,000	427,000	423,737	-	423,737	3,263	410,562				13,175	423,737	-	-
20)	HWAL	WF Parking Lot Reconstruction Wastewater Treatment Solids	5/8/2024	50,000	50,000	35,520		35,520	14,480	32,420				3,100	35,520	-	-
21)	HSV	Handling Imp.	3/23/2016	6,000,000	6,000,000	5,057,065		5,057,065	942,935	3,560,913		-	1,353,350	135,125	5,049,388	-	(7,677)
22)	HSAF	Crane Truck	9/28/2022	195,000	195,000	188,112		188,112	6,888	159,624	-	-	-	28,489	188,113	-	1
23)	HLE	Wood Chipper	6/28/2023	135,000	135,000	119,212		119,212	15,788	97,209				22,003	119,212	-	-

COMMON COUNCIL SEPTEMBER 9, 2026

RESOLUTION NO. 107

AUTHORIZING CREATION OF A CAPITAL PROJECT ACCOUNT FOR THE GUYER FIELD SPLASH PAD.

By Councilor _____:

WHEREAS, Brian Adams, Treasurer for the City of Rome, has requested to create a Capital Project Account for the Guyer Field Splash Pad; now, therefore

BE IT RESOLVED, that the Common Council of the City of Rome hereby authorizes the creation of a Capital Project Account for the Guyer Field Splash Pad, pursuant to General Municipal Law §6-C as follows:

Guyer Field Splash Pad

Source:	**Final:**
2026 CDGB	$400,000.00
2027 CDGB	$400,000.00
Crest Grant	$125,000.00
Project Budget	**$925,000.00**

; and

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

Seconded by Councilor _____.

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

ADOPTED ___ DEFEATED ___

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Kathy Hochul
Governor
Robert J. Rodriguez
President & CEO

May 27, 2026

VIA EMAIL

Diana J. Samuels
Planner, Community & Economic Development
City of Rome
198 North Washington Street
Rome, New York 13440

Re: *Community Resiliency, Economic Sustainability, and Technology Program ("CREST")*
Construction of a Splash Pad at Guyer Field
Project ID: 28010

Dear Diana J. Samuels:

As you know, the State has awarded the City of Rome ("Grantee") a Community Resiliency, Economic Sustainability, and Technology Program ("CREST") grant for the above-referenced project in the amount of $125,000.00 (the "Grant").

This letter outlines important information regarding the administration process for the Grant in subject line:

- *The Grant Administration process is primarily dependent on the timely return of documentation as requested. If initial or follow-up documentation requested is not returned in a timely manner, is insufficient, or is returned without supporting documentation as may be required, the process will be delayed.*
- *DASNY reserves the right to request updated documentation if there is a delay at any point in the Grant Administrative process.*
- *The Grant Administration process **may take more than 6 months to a year** before your organization can execute a contract with the State and submit for reimbursement. Please see FAQs for more information on each required review, and timeframes generally for the administrative process and reimbursement.*
- *If choosing to finance your project costs prior to contract execution and disbursement please reach out to DASNY as soon as possible to schedule a meeting, before entering any finance arrangement including loans, tax credits, lines of credit, etc., as doing so may impact your ability to submit for reimbursement under your Grant Award.*

On the following page of this letter, please find the next steps regarding the Grant Administration process.

[Continued on Next Page]

The next steps in the Grant Administration Process are:

- *Please return the following Due Diligence paperwork and supporting documentation as noted on each Form:*
  - Form A – Organization Information
  - Form B – Budget
  - Form C – Site control
  - Form D – SEQR/SHPO
  - Form E – Certifications
  - Appendices if applicable
  - Please note: upon review, additional documentation may be requested at DASNY's discretion
- *Please complete documentation electronically and return to CallCenter@DASNY.org within thirty (30) days of receipt of this letter, with subject line:*

  CREST (28010) City of Rome

If you are not able to meet this timeframe, please send an email to CallCenter@DASNY.org ***with your requested timeline for submission.***

Please note as per State policy, updated due diligence paperwork is required throughout the grant administration process. The due diligence paperwork will be sent to you after the return of the paperwork above if you do not have current due diligence paperwork on file with DASNY at the time of submission.

If your organization is a not-for-profit please also see the 'Prior to Final Approval' section in attached FAQs for information regarding the prequalification requirement through NY State Financial System (SFS).

Grantees are also advised that grant-funded projects are subject to the State Environmental Quality Review Act (SEQRA) and State Historic Preservation Act (SHPA). Information regarding the SEQRA and SHPA process is included in the FAQs.

Should you have any questions concerning the enclosed documentation please either call (518) 257-3177 or email CallCenter@DASNY.org and a member of the Call Center Team will assist.

Sincerely,

DASNY Grants Administration

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form A – Organization Information

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

Grantee Legal Name: _____

D/B/As: _____

IMPORTANT NOTE: Grantee Legal Name as listed on this form (or d/b/a) should be on all paperwork submitted for administrative review requiring identification of Grantee legal name moving forward (e.g. organizational documentation listed below, Grantee Questionnaire, site control documentation, etc.)

FEIN: _____ Main Business Phone: _____

Address of Principal Place of Business (Street/City/Town/Zip)

List two main contacts for Grantee

Contact Name #1: _____

Title: _____

Phone: _____ Ext: _____

Email: _____

Contact Name #2: _____

Title: _____

Phone: _____ Ext: _____

Email: _____

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form A – Organization Information

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

List two officers who are authorized to sign contracts on behalf of Grantee (can be same as contacts).

Officer #1: _____

Title: _____

Phone: _____ Ext: _____

Email: _____

Officer #2: _____

Title: _____

Phone: _____ Ext: _____

Email: _____

Supporting Documentation Required for Form A

- Articles of Incorporation (including any Amendments) **or** Articles of Organization **or** Charter
- D/B/As (if applicable)
- Scan of W-9 (2024 version) signed by hand and dated (note: please complete using grantee legal name, and for 3a if choosing 'other' please list whether NFP or municipality)
- Note: if you do not have a current (less than 1 year old) Grantee Questionnaire (GQ) on file with DASNY – DASNY will send a GQ to your authorized officers via DocuSign. The first authorized officer listed will have to complete and sign the GQ, and the second authorized officer will have to dual sign the GQ

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form B – Budget

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

[Placeholder - Complete Excel Budget provided and return in Excel format with Supporting Documentation required for Form B]

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form C – Site Control

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

Complete a Form C for Each Project location with a separate form of site control documentation

Street address: _____

City/Town/Zip: _____

County: _____

Anticipated Useful Life Guidance

The following are general estimates for the anticipated useful life of capital assets:

- New Construction: 30 years
- Real Property Acquisition: 30 years
- Renovation: 15-20 years
- Heavy Duty Fixed Assets or Heavy Duty Vehicles: 10-15 years
- Recreational or Passenger Vehicles: 5 years
- Moveable Furniture, Fixtures, and Equipment: 3-5 years
- Laptops/Tablets: 3 years

If grant will fund a capital asset not listed in a category above, based on Grantee's prior experience, please provide a narrative of the anticipated useful life of the capital asset(s) at Project location noted above to be funded in whole or in part by Grant:

If grantee will not occupy 100% of project location listed above, please provide an explanation that includes information regarding the other entitie(s) that will have site control over project location for the duration of the economic life as noted above (eg. Sublessees, co-owners, shared common areas, etc.)

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form C – Site Control

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

Supporting Documentation Required for Form C

For each Form C submitted – choose option below and return Form C with requisite supporting documentation

☐ Option #1: Project Location is owned by Grantee under Grantee legal name
- ➢ Attach Deed

☐ Option #2: Project Location is leased/Subleased by Grantee under legal name

Commencement Date: _____

Lease Term End Date: _____

Renewal options extend until: _____

- ➢ Attach Lease (master and sublease if applicable)

☐ Option #3: Project Location will be acquired with Grant funding through the acquisition of Real Property

- ➢ Attach Real Property Certification (see appendices if applicable)
- ➢ Attach Draft contract of sale attached
- ➢ Attach Appraisal Report that meets the following requirements:
  - Appraisal is in conformity with USPAP
  - Includes analysis upon which value conclusion is based (i.e. an Appraisal Report as opposed to a Restricted Appraisal'
  - Is less than one (1) year old at time of submission or within one (1) year of Property Acquisition (Note: DASNY may in its discretion request another appraisal if market conditions dictate a more recent appraisal)
  - Appraised value is 'as is' at the time of submission or at the time of acquisition.
  - Appraisal analysis that includes on-site inspection of property to be acquired by the appraiser
  - Lists DASNY as an intended user (note if you submit an appraisal where DASNY is not listed as an intended user – DASNY may at its discretion request that appraisal be re-issued)

☐ Option #4: Project Location will be acquired with Grant funding through the purchase of vehicle

- ➢ Attach Vehicle Questionnaire (see appendices if applicable)

☐ Option #5: Project Location is owned, and Grantee is a municipality

- ➢ Attach Certificate of Municipal Site Control **or** Certificate of Municipal District Site Control (see appendices if applicable)

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form D – SEQR/SHPO

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

Complete a Form D for Each Project location where responses to questions below vary by Project location

Note: Grantees are advised that grant-funded projects are subject to the New York State Environmental Quality review Act (SEQRA) and State Historic Preservation Act (SHPA).

Street address: _____

City/Town/Zip: _____

Does the work at Project Location include renovation, construction, or the acquisition of Real Property? (Y/N) _____

********** Only complete section below if the answer to the question above = Yes **********

1) If project includes renovation of existing building:

   a. GSF of building: _____

   b. GSF of renovation of interior _____ and/or exterior _____

   c. Year building constructed _____

2) If Project is new construction, or an addition of existing building:

   a. GSF of new construction _____

   b. # of stories _____

   c. GSF basement (if applicable) _____

3) If the Project includes acquisition of real property:

   a. # Property Acres _____

   b. Acquisition date/Anticipated acquisition date: _____

   c. # of structures on property _____

   d. Current use of property _____

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form D – SEQR/SHPO

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

4) Described any local planning decisions that are/were required for the proposed Project (e.g. site plan review or variance):

5) If Project requires Demolition:

   a. GSF interior demo _____

   b. GSF exterior demo _____

6) Describe any excavation required on site for Project:

7) Does the site/building have a historic status?

Supporting Documentation Required for Form D

Return Form D(s) with any of the following documentation if applicable/available (do not delay return of Form D if not available).

- If a local municipality or other State agency has indicated that the project requires SEQR, please send a copy of the completed SEQR review (e.g., EAF parts 1,2,3, and Negative Declaration). If the SEQR process has not yet begun, please ask the Lead Agency to include DASNY as an involved agency.

- The project(s) will need to be reviewed for historic and archaeological significance pursuant to SHPA. If your project site(s) are found to have significance, DASNY Office of Environmental Affairs (OEA) may reach out to you for additional information.

If you have any questions regarding the SEQRA or SHPA process, please email grantsseqr@dasny.org.

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form E – Certifications

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

WE, THE UNDERSIGNED AUTHORIZED OFFICERS OF THE GRANTEE DO HEREBY WARRANT, REPRESENT, AND CERTIFY TO DASNY:

- The City of Rome (the "Grantee") has applied for a Community Resiliency, Economic Sustainability, and Technology Program ("CREST") Grant in the amount of $125,000.00 (the "Grant"). The Grant will be used for the Construction of a Splash Pad at Guyer Field (the "Project"). We understand that the Grant funds may be used only for the purposes as set forth in the Grant enabling legislation.

- The Grantee shall use its best efforts to maintain site control for the Project location(s), and to utilize Project for substantially the same purpose for which the Grant was intended, for the anticipated useful life of the capital asset(s) to be funded by the Grant.

- All contractors and vendors retained to perform services in connection with the Grant funded portion of the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.

- No other external funding source, including but not limited to, State or Federal restructuring loans, State or Federal grants, or grants, loans, or other funding from any other public or private source (currently or within the last six (6) years), will be used for substantially the same Project costs submitted or to be submitted for reimbursement under the Grant.

- If the Project includes purchase of vehicle(s), movable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, security cameras, office furniture and telephone systems, the Grantee has or will: i) develop, implement, and maintain an inventory system for tracking such items, and items will be installed, stored, or secured on property owned by and/or under the control of the Grantee; and ii) the Grantee has or will develop, implement, and maintain a usage policy for items in compliance with all State and Federal regulations or privacy laws, including use, retention, storage, or deletion of any data, images, or videos stemming from Grant funded purchase of such items if applicable.

- The Grantee will maintain accurate books and records through Project completion/payout of the Grant as well as for six (6) years from the date the Project is completed and will make those books and records available to agents, officers, and employees of DASNY during the business hours upon reasonable request.

[continued next page]

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form E – Certifications

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

- Disclosed below is a description of any tax-exempt bonds outstanding at Project location(s) submitted or to be submitted for review. Furthermore, the issuer of any bonds disclosed below has been notified, provided an accurate description of the Project to be undertaken to the issuer of said bonds, and a determination has been made by such issuer (or the Trustee for such bonds, as applicable), that the undertaking of the Project will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, agreement, tax certificate, or other instrument to which the Grantee is a party or by which it is or any of its properties are bound. (Mark NA if not applicable)

- The following supplement statements are true and accurate unless as otherwise disclosed below: (Mark NA if not applicable)
  - No portion of the Project financed with grant proceeds shall be used for any of the following purposes: sectarian instruction or study, or as a place of devotional activities or religious worship, or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination, or the training of ministers or other similar persons in the field of religion.
  - The Project or program shall be open to all individuals eligible to avail themselves of the Project or program without regard to religious affiliation, ethnicity, race, or sexual preference.
  - The Grantee shall take affirmative steps to ensure that information regarding the Project or program is widely disseminated to the public, which information shall include a statement that the Project or program is funded in whole or in part with public funds and that the Project or program shall be open to all eligible persons without regard to religion, ethnicity, race, or sexual preference.

[continued next page]

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form E – Certifications

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

- Dislcosed below is a description of every criminal or civil litigation proceeding that has been initiated, remains pending, or has been closed that has or will have the potential to impact this Project or Project location, included but not limited to legal challenges in the form of eminent domain, environmental lawsuits and zoning regulations, workplace safety, payment disputes, or allegations of fraud or breach of fiduciary duties and obligations. Furthermore the Grantee shall disclose any criminal or civil litigation that is initiated during the course of the administration of this Grant award, including but not limited to foreclosures or other types of actions that has or will have the potential to impact the Project or Project location and the Grantee's ability to operate and use the grant funded property for its intended purpose, including through the disbursement period. (Mark NA if not applicable)

- Disclosed below is a description of any confidential information submitted or to be submitted to DASNY that should be exempt from the Freedom of Information Law, and description below includes an explanation regarding the basis for such claim(s). (Mark NA if not applicable)

- Tax credits will not be applied to the same Project costs as Grant Proceeds, nor will Project costs to be submitted for reimbursement by the Grant be used as an eligible basis to generate tax credits, and any tax credits applied to Project or Project location(s) are fully disclosed below. Grantee shall provide prior notice to DASNY before entering into any tax credit agreements for funding for Project or Project location(s). (Mark NA if not applicable)

[continued next page]

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form E – Certifications

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

- If Grantee is a State related entity, or if the Project location(s) are owned by a State related entity, the Grantee or Project location(s) related entity status to the State is disclosed below, and Grantee shall notify DASNY within six (6) months if the status of the Grantee or Project location(s) changes, or other changes occur that would impact the tax-exempt status of the Grant. (Mark NA if not applicable)

- The Grantee acknowledges that Grant proceeds cannot be used to reimburse any of the following unless disclosed below and approved by DASNY. (Mark NA below if not applicable):
  - deposits, advance payments, or progress payments until work is completed, or goods received by Grantee;
  - to pay down debt (i.e. any debt such as loan, line of credit, bond issue, financing agreement, etc.);
  - any interest or financing fees;
  - internal labor costs;
  - rental or leased equipment, or equipment with an anticipated useful life of less than three (3) years;
  - stockpiled materials;
  - recurring software costs, including licensing or maintenance fees; and/or
  - materials and/or services provided by another entity other than a licensed contractor or vendor.

[continued next page]

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form E – Certifications

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

- We have the authority to submit this certification on behalf of the Grantee.
- By signing these documents, we certify that we are authorized officers for the Grantee.
- As Authorized Officers of the Grantee we are not related by blood, marriage, foster arrangement, or adoption, nor do we share a domicile, or share an external interest in a business connection, enterprise, or real property unrelated to Grantee organization.

[signatures on next page]

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Form E – Certifications

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

FURTHERMORE, The undersigned certifies that they have or will read and understand all the documentation submitted or to be submitted to DASNY for the purposes of administration of Grant award; has supplied or will supply fully complete and accurate responses to each item identified as applicable to the Project contained herein, and shall notify DASNY of any material changes of fact(s) that occur throughout economic useful life of the capital assets to be funded in whole or in part by Grant; is knowledgeable about the business operations of the Grantee; understands that DASNY and DASNY's outside bond counsel will rely on the information submitted to complete the required reviews and determine whether the Project can be funded with the proceeds of tax-exempt bonds issued by DASNY.

Please sign this Form E Certification by typing your full name into signature line(s) below as indicated. Please return these documents to DASNY from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By typing electronic signatures below, the Grantee's designees will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Grantee: City of Rome

_____

Authorized Officer #1 Signature (type)

_____

Title (type)

_____

Dated

_____

Authorized Officer #2 Signature (type)

_____

Title (type)

_____

Dated

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Appendix

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

[Placeholder - Complete Appendices only if applicable as noted in Form C]

List of Appendices:

Municipal Site Control Certification

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Municipal Site Control Certification

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

We, the undersigned, an Authorized Officer of the City of Rome and the Municipal Attorney for City of Rome under the penalties of perjury, hereby certify, warrant, represent and confirm to the DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("**DASNY**"), the following:

1) The City of Rome is a municipal corporation constituting a county, town, city or village within the meaning of §2 of Article 1 of the General Municipal Law.

2) The City of Rome has applied for a Grant and acknowledges that Grant funds may be used only for certain purposes as set forth in the Grant's enabling legislation.

3) The Grant Disbursement Agreement (GDA) to be entered into by and between the City of Rome and DASNY shall require the Grantee to certify that City of Rome has the requisite control over the Project Site.

4) The Grant project will be located at the following **Project Site**:

Name:	*Glenview Park*
Street Address:	
Town / Village	*Rome*
County:	*Oneida*

5) The fee title of the Project Site is owned by the Grantee (**choose one**):

- ☐ Pursuant to deed identifying the Grantee as the fee owner, which deed was recorded in the Office of the Clerk of the County of _____.
- ☐ Pursuant to Executive or Legislative action granting title. **Provide citation**:_____
- ☐ As referenced by a copy of the most recent tax bill provided by the tax assessor's office which indicates ownership of the Project Site is vested in the Grantee, **attached hereto**.
- ☐ The Project Site will be located within a right of way or easement under the jurisdiction of the Grantee.

[continued next page]

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Municipal Site Control Certification

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

6) The Grant project to be constructed, built, reconstructed and/or operated and located on the Project Site is permitted by, does not and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under any deed restriction, encumbrance, restrictive covenant, agreement, easement and/or other lien. The Grant project shall comply in all respects with any and all applicable governmental laws, rules, regulations and ordinances.

7) Grantee further warrants and represents:

   a. There are no actions pending or threatened which may affect title to the Project Site or which may affect Grantee's ability to complete the Grant project;

   b. There are no judgments filed against the Grantee or any liens filed against the Project Site or any portion thereto; and

   c. There are no facts or circumstances which could affect title to the Project Site that have not been set forth herein.

8) We understand and agree that it is the Grantee's responsibility to comply with all deed restrictions, restrictive covenants, encumbrances, easements and other liens and any applicable laws, rules, regulations or ordinances concerning the Project Site.

9) We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above representations in making the determination whether to award a Grant to the Grantee and as an inducement to enter into the Grant Disbursement Agreement (GDA).

10) We have the authority to submit this certification on behalf of the Grantee.

[signatures on next page]

NEW YORK STATE | DASNY
Dormitory Authority of the State of New York

Municipal Site Control Certification

Grantee: City of Rome

Program: CREST

Project ID: 28010

Grant Amount: $125,000.00

Please sign this Municipal Site Control Certification by typing your full name into signature line(s) below as indicated. Please return these documents to DASNY from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By typing electronic signatures below, the Grantee's designees will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Grantee: City of Rome

_____

Authorized Officer Signature (type)

_____

Title (type)

_____

Dated

_____

Municipal Attorney Signature (type)

_____

Title (type)

_____

Dated

COMMON COUNCIL SEPTEMBER 9, 2026

RESOLUTION NO. 108

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ACCEPT A NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE GRANT FOR THE CHILD PASSENGER SEAT SAFETY PROGRAM IN AN AMOUNT NOT TO EXCEED $1,500.00.

By Councilor _____:

WHEREAS, Kevin James, Chief of Police for the City of Rome, has requested the authorization to accept a grant from the New York State Governor's Traffic Safety Committee for the "Child Passenger Seat Safety" program in the amount of $1,500.00; now, therefore,

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome and his designees are authorized to accept a grant from the New York State Governor's Traffic Safety Committee for the "Child Passenger Seat Safety" program in the amount of $1,500.00; and

BE IT FURTHER RESOLVED, that the Mayor is authorized execute any and all other contracts, documents and instruments necessary to accept said funds and allow the City to expend the grant funds; and

BE IT FURTHER RESOLVED, that City Treasurer Brian Adams be and is hereby authorized to establish an account for the above referenced project for the purpose of accepting and expending said funding.

Seconded by Councilor _____.

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

ADOPTED ___ DEFEATED ___

NEW YORK STATE | Department of Motor Vehicles

KATHY HOCHUL
Governor
CHRISTIAN JACKSTADT
Acting Commissioner

RENÉE BORDEN
Director

August 17, 2026

Bryan Zoeckler
Captain
Rome City Police Department
301 North James Street
Rome, NY 13440-5117

Re: CPS-2027-Rome City PD -00134-(033)
Child Passenger Safety Program
SA00003600
CFDA #: 20.616
EFFECTIVE DATE: October 1, 2026

Dear Captain Bryan Zoeckler:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Rome City Police Department has been awarded $1,500 to participate in the statewide "Child Passenger Safety" program. Our goal is to increase the proper use and installation of child safety seats in New York State.

Before incurring any project-related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award.

Thank you for participating in this very important statewide program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Renée Borden

Renée Borden
Director

RB:bp
cc: Cheyenne Schoff

COMMON COUNCIL SEPTEMBER 9, 2026

RESOLUTION NO. 109

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).

By Councilor _____:

WHEREAS, Commissioner of Public Works, Joseph Guiliano, has requested that the City of Rome 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 resulting from the August 18, 2021 storm event, for a total amount not to exceed $2,320,514.90; now, therefore

BE IT RESOLVED, by the Common Council of the City of Rome, New York, that the Mayor of the City of Rome and his designees are authorized to accept 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 resulting from the August 18, 2021 storm event, for a total amount not to exceed $2,320,514.90. If approved, the Mayor is authorized to execute any and all other contracts, documents and instruments necessary to accept said funds and allow the City to expend the grant funds and to fulfill the City of Rome's obligation under said application; and

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

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

Seconded by Councilor _____.

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

ADOPTED ___ DEFEATED ___

Department of Homeland Security
Federal Emergency Management Agency

General Info

Project #	667061 **PW #** 542	**Project Type**	Specialized
Project Category	D - Water Control Facilities	**Applicant**	Rome, City of (065-63418-00)
Project Title	Kessinger Dam	**Event**	4625DR-NY (4625DR)
Project Size	Large	**Declaration Date**	10/8/2021
Activity Completion Date	7/01/2027	**Incident Start Date**	8/18/2021
		Incident End Date	8/19/2021
Process Step	Pending Recipient Final Review		

Damage Description and Dimensions

The Disaster # 4625DR, which occurred between *08/18/2021* and *08/19/2021*, caused:

Damage #1217352; Kessinger Dam

General Facility Information:

- **Facility Type:** Dams and Reservoirs
- **Facility:** Kessinger Dam
- **Facility Description:** Kessinger Dam is owned by the City of Rome and used to divert the waters of the East Branch of Fish Creek to the City's water filtration plant. This is the primary source of drinking water for over 30,000 people in the City of Rome and connected water districts. The dam is a low hazard Class A dam with a storage capacity of 90 acre-feet. It has a 135-foot-long spillway section flanked by two non-overflow sections. The left non-overflow section supports the gatehouse and access to the bypass tunnel.
- **Year Built:** 1908
- **Location Description:** 0 Fish Creek Dam Road, Taberg, NY 13471
- **GPS Latitude/Longitude:** 43.33682, -75.58114
- **Purpose:** Water Supply
- **Type:** Cyclopean masonry dam with a concrete overlay
- **Height (ft):** 16
- **Top Width (ft):** 220
- **Bottom Width (ft):** 220
- **Spillway Type:** Ogee
- **Spillway Size:** 135 ft L
- **Uses Hydroelectric Generators?:** No

General Damage Information:

- **Date Damaged:** 8/19/2021
- **Cause of Damage:** surface water flooding

Facility Damage:

No Location/Grouping:

- Gatehouse, 2.963 CY of concrete gatehouse damage, 20 FT long x 6 FT wide x 8 IN deep, surface water flooding, 0% work completed.

43.33682, -75.58114:

- Spillway, 2.963 CY of C Spillway - Damage to concrete of the dam spillway, 24 FT long x 5 FT wide x 8 IN high, surface water flooding, 0% work completed.
- Dam, 1,296.2963 CY of silt and gravel deposits behind dam, 100 FT long x 50 FT wide x 7 FT deep, surface water flooding, 100% work completed.
- Dam, 0.9877 CY of flip bucket, 10 FT long x 4 FT wide x 8 IN deep, surface water flooding, 0% work completed.

43.33705, -75.58147 to 43.33633, -75.58196:

- Access Road, 100 CY of Gravel Service Road (access roadway) erosion, 300 FT long x 12 FT wide x 0.75 FT deep, surface water flooding, 100% work completed.

Final Scope

1217352 Kessinger Dam

Work to be Completed

The applicant will utilize contract and (or) force account for repairs to Kessinger Dam to restore this facility per applicable codes and standards.

Facility Damage:
A. Repair concrete foundation at gatehouse, 20 FT long x 6 FT wide x 2 FT deep. (See project note #6)
B. Repair 2.963 CY of concrete overlay in the spillway 24 FT long x 5 FT wide x 8 IN thick.
C. Repair 0.9877 CY of concrete in the flip bucket, 10 FT long x 4 FT wide x 8 IN thick.
D. Install 95 CY of grouted riprap. (See project note #7)

Work to be Completed Total: $2,023,360.00
Engineering Design Services Total: $397,000.00

DI 1217352 Total: $2,420,360.00

Project Notes:

1. The Applicant has withdrawn claim for work completed by force account, thus no works or costs for work completed items have been included. refer to document labeled: "667061 DR4625NY RFI Repsonse_Nov 2025.pdf".
2. All site estimates provided by the Applicant for work to be completed were validated by verifying bid documentation, Applicant provided cost estimate, and FEMA CEF Design Curves. Refer to documents labeled: "667061-DR4625NY-Cost Estimate Validation", "Tech memo Kessinger Dam Cost Estimate for Flood Damaged Areas 3-2025", and "RFB-2025-001-Kessinger-Dam-Rehabilitation-Project-Bid-tally-Sheet-and-Vendor-Bid-Packages".
3. Engineering designs costs developed based on pre-disaster restoration costs; refer to documents labeled: "667061-DR4625NY-Cost Estimate Validation".
4. Applicant entered Scope and Costs in GP/GM these can be found in document labeled: "PRJ_Report_667061_20240930",
5. Applicant provided engineering reports can be found in documents labeled: "DR4625NY - Project 667061 - City of Rome Kessinger Dam Engineer's Report 4-30-2024" and "Tech memo Kessinger Dam Cost Estimate for Flood Damaged Areas 3-2025".
6. Applicant clarified that gatehouse foundation damage is 2 FT deep refer to document labeled "Response to FEMA questions - Kessinger Dam.pdf".
7. The Applicant claimed additional work for placement of riprap due codes and standards compliance. SOW was developed to reflect this, considering FEMA Field project documentation review conducted prior to CRC Project Development. Refer to documents labeled: "667061-DR4625NY-Email Documentation", "DR4625NY - Project 667061 - City of Rome Kessinger Dam Engineer's Report 4-30-2024", "Tech memo Kessinger Dam Cost Estimate for Flood Damaged Areas 3-2025" and "Response to FEMA questions - Kessinger Dam.pdf".
8. Per documentation provided restoration of the facility is ongoing including restoration works to the overall facility in addition to the disaster damages restoration. This project scope and cost is limited to the pre-disaster restoration portion of the Project; bid documentation shows additional works and quantities being performed as part of the overall rehabilitation. Refer to documents labeled: "667061-DR4625NY-Email Documentation". "667061-DR4625NY-Bid Documentation Email.pdf", "RFB-2025-001-Kessinger-Dam-Rehabilitation-Project-Bid-tally-Sheet-and-Vendor-Bid-Packages.pdf", and "667061 DR4625NY RFI Repsonse_Appendix B RFI Kessinger Dam.pdf".
9. General review of Federal Procurement Compliance has been completed for contracts $250,000 and over. All contracts subject to compliance review and applicable amendments are signed and need to be uploaded to the project. See attachments: "RFB-2025-001-

Kessinger-Dam-Rehabilitation-Project-Bid-tally-Sheet-and-Vendor-Bid-Packages".
10. Checklist(s) confirming procurement process(es), costs claimed, contract term(s) and notes made during contract review(s), has/have been uploaded to the project, see attachment: "667061-DR4625NY-Procurement Checklist".
11. Final FEMA Field review of procurement and contract documentation to be completed before project obligation.
12. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g., a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal finding. Documentation of borrow sources utilized is required at closeout.

Cost

Code	Quantity	Unit	Total Cost	Section
9001 (Contract)	1.00	Lump Sum	$2,420,360.00	Uncompleted

CRC Gross Cost	$2,420,360.00
Total 406 HMP Cost	$0.00
Total Insurance Reductions	($99,845.10)
CRC Net Cost	$2,320,514.90
Federal Share (90.00%)	$2,088,463.41
Non-Federal Share (10.00%)	$232,051.49

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding $5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- The Subrecipient provided the estimate for this PW. FEMA validated the estimate and found it to be reasonable for the work to be performed.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

5/13/2026

GENERAL INFORMATION

Event: 4625DR-NY

Project: SP-667061

Category of Work: Cat D - Water Control Facilities

Applicant: Rome, City of

Incident Name: Tropcal Storm / Fred

Cause of Loss: Flood

Incident Period: 8/18/2021 to 8/19/2021

Total Public Assistance Amount: $2,420,360.00

COMMERCIAL INSURANCE INFORMATION

Does the Applicant have a Commercial Policy: Yes

Policyholder (Named Insured) per Policy Documents: City of Rome

Policy Issued by: Argonaut Insurance Company

Policy Number: PE-4633687-06

Policy Period: From: 3/8/2021 To: 3/8/2022

Policy Valuation: Blanket Policy with Schedule of Values

Policy Limits: $110,054,480.00 / Flood $5,000,000.00 per Covered locations

RCV or ACV: Replacement Cost Value

Deductible Type: Per Unit: $2,500.00 / Per Occurrence; Flood $50,000.00

Does the Commercial Policy include coverage for flood: Yes, in excess of the maximum policy limit available for each covered location under a separate NFIP policy, for the facilities located in Flood Zone A.

The amount of the deductible being funded in this project is $0.00.

Final Insurance Settlement Status: Damages for this project do not exceed the deductible

The amount of Anticipated Insurance Reduction applied for Project: $0.00

OTHER INSURANCE REDUCTION

The amount of Mandatory NFIP Reduction Insurance Reduction applied for Project: $99,845.18.

STANDARD FLOOD INSURANCE POLICY INFORMATION

Is this building located in a Special Flood Hazard Area (SFHA): Yes

FIRM Zone: A

FIRM Date: 9/27/2013

Does the Applicant have a Standard Flood Insurance Policy (SFIP) for this project: No

Is there a Mandatory National Flood Insurance Program (NFIP) Reduction being made to this project: Yes.

Damaged Inventory (DI) #1217352:
Kessinger Dam

Number of damaged locations included in this DI: (1)

Location Description: 0 Fish Creek Dam Road, Taberg, NY 13471

GPS Coordinates: 43.337108, -75.581490

Cause of Loss: Flood

SOV / Schedule #: Prem #12, Bldg. #1 "Gate House – Kessinger Dam"

SOV or Schedule Amount: $42,958.00 / Flood sub-limit: $5,000,000.00

Applicable Deductible Amount: $2,500.00 / Flood Deductible $500,000.00 in excess of the NFIP policy limit

Damage Inventory Amount: $2,420,360.00 (Dam $2,250,618.04 + Gatehouse $169,741.96)

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):
A Mandatory Reduction Calculation Worksheet was prepared to compare the anticipated NFIP insurance proceeds and the Commercial Flood Anticipated insurance proceeds. The SFIP will provide the most financial benefit for the applicant.

Therefore, a Mandatory NFIP reduction is being applied to this facility in the amount of $99,845.18 (Gatehouse Insurable Costs $169,741.96 – Depreciation $67,896.78 – NFIP Deductible $2,000.00); see: "SP667061 - DR4625NY - Mandatory NFIP Reduction Calculation Worksheet - Insurance.xlsx".

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Building, for the peril of Flood for "Kessinger Dam" in the amount of $169,741.96 (CRC Gross Cost $2,420,360.00 – Uninsurable Cost $2,250,618.04). See: "SP667061 - DR4625NY - Cost Estimate – Insurance.xlsx".

Insurance Proceeds Statement:

FEMA acknowledges that the Applicant is in negotiations with their insurance carrier at the time of the FEMA insurance review and might have received partial settlements. In accordance with 44 CFR §206.250-253, in the absence of an actual settlement, anticipated insurance recoveries will be deducted from this project based on Applicant's insurance policy limits. FEMA subsequently adjusts the eligible costs based on the actual amount of insurance proceeds the Applicant receives after a final settlement.

FEMA's Recovery Policy FP 206-086-1, Public Assistance Policy on Insurance (June 29, 2015), requires applicants to take reasonable efforts to recover insurance proceeds that it is entitled to receive from its insurers. FEMA will consider final insurance settlements that may be less than the insurance policy limits when an applicant demonstrates that it has taken reasonable efforts to recover insurance proceeds that it is entitled on a case-by-case basis.

Standard Insurance Comments

FEMA Policy 206-086-1
PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

A. **Duplication of Benefits**. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement

or recovery it is entitled to for that property.

2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.

3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

5. If an applicant has an insurance requirement from a previous event:

a. FEMA will reduce assistance by the actual or anticipated insurance proceeds, or the amount of insurance required in the previous disaster, whichever is greater.

b. FEMA will only consider insolvent insurers, legal fees, or apportionment of proceeds as described in Section VII, Part 2(A)(3) and (4) when the applicant's anticipated or actual insurance proceeds are higher than the amount of insurance required in the previous disaster.

FEMA Policy 206-086-1

H. Subsequent Assistance. When a facility that received assistance is damaged by the same hazard in a subsequent disaster:

1. If the applicant failed to maintain the required insurance from the previous disaster, then the facility is not eligible for assistance in any subsequent disaster.

2. Upon proof that the applicant maintained its required insurance, FEMA will reduce assistance in the subsequent disaster by the amount of insurance required in the previous disaster regardless of:

a. The amount of any deductible or self-insured retention the applicant assumed (i.e., "retained risk")

4. If the applicant's anticipated or actual insurance proceeds are higher than the amount of insurance required in the previous disaster, FEMA will reduce assistance by that amount in accordance with Section VII, Part 2(A) of this policy.

Obtain and Maintain Requirements:

44 CFR § 206.252 Insurance requirements for facilities damaged by flood.

(a) Where an insurable building damaged by flooding is located in a special flood hazard area identified for more than one year by the Administrator, assistance pursuant to section 406 of the Stafford Act shall be reduced. The amount of the reduction shall be the maximum amount of the insurance proceeds which would have been received had the building and its contents been fully covered by a standard flood insurance policy.

(b) The reduction stated above shall not apply to a PNP facility which could not be insured because it was located in a community not participating in the NFIP. However, the provisions of the Flood Disaster Protection Act of 1973 prohibit approval of assistance for the PNP unless the community agrees to participate in the NFIP within 6 months after the major disaster declaration date, and the required flood insurance is purchased.

(c) Prior to the approval of a Federal grant for the restoration of a facility and its contents which were damaged by a flood, the Grantee shall notify the Regional Administrator of any entitlement to an insurance settlement or recovery. The Regional Administrator shall reduce the eligible costs by the amount of insurance proceeds which the grantee receives.

(d) The recipient or subrecipient is required to obtain and maintain flood insurance in the amount of eligible disaster assistance, as a condition of receiving Federal assistance that may be available. This requirement also applies to insurable flood damaged facilities located outside a special flood hazard area when it is reasonably available, adequate, and necessary. However, the Regional Administrator shall not require greater types and amounts of insurance than are certified as reasonable by the State Insurance Commissioner. The requirement to purchase flood insurance is waived when eligible costs for an insurable facility do not exceed $5,000.

Final Obtain and Maintain requirement amount will be determined during the closeout process after the final actual eligible costs to repair or replace the insurable facility have been determined.

FEMA Policy 206-086-1

F. Timeframes for Obtaining Insurance. FEMA will only approve assistance under the condition that an applicant obtains and maintains the required insurance

The applicant must document its commitment to comply with the insurance requirement with proof of insurance.

If an applicant cannot insure a facility prior to grant approval (for example, if a building is being reconstructed), the applicant may provide a letter of commitment stating that they agree to the insurance requirement and will obtain the types and extent of insurance required, followed at a later date by proof of insurance once it is obtained. In these cases, the applicant should insure the property:

a. When the applicant resumes use of or legal responsibility for the property (for example, per terms of construction contract or at beneficial use of the property); or

b. When the scope of work is complete.

FEMA and the recipient will verify proof of insurance prior to grant closeout to ensure the applicant has complied with the insurance requirement.

An applicant should notify FEMA—in writing through the recipient—of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

Gregory Berrios Torres, PA Insurance Specialist

CRC Atlantic, Guaynabo, PR

O&M Requirements

Insured Peril	Item Type	Description	Required Coverage Amount
Flood (NFIP)	Building	An Obtain & Maintain Requirement is being required for Building, for the peril of Flood for "Kessinger Dam" in the amount of $169,741.96.	$169,741.96

406 Mitigation

There is no additional mitigation information on **Kessinger Dam**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders? **Yes**

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

EHP Additional Info

There is no additional environmental historical preservation on Kessinger Dam.

Final Reviews

Final Review

Reviewed By DARCANGELIS, YIQ A. **Reviewed On** 08/13/2026 10:13 AM EDT

Review Comments

Yes, I want to Send to Recipient. Thank you.

Recipient Review

Reviewed By Not Reviewed **Reviewed On** Not Reviewed

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Unsigned **Signed On** Unsigned

COMMON COUNCIL SEPTEMBER 9, 2026

RESOLUTION NO. 110

A RESOLUTION SUPPLEMENTING BOND ORDINANCE NO. 9702 DATED AND DULY ADOPTED ON MAY 22, 2024 AUTHORIZING THE ISSUANCE OF $14,000,000 BONDS OF THE CITY OF ROME, ONEIDA COUNTY, NEW YORK, TO PAY THE COST OF REHABILITATING KESSINGER DAM.

By Councilor _____:

WHEREAS, the Common Council of the City of Rome, Oneida County, New York (the "City") on May 22, 2024 duly adopted a Bond Ordinance (Ordinance No. 9702) (the "Bond Ordinance") to finance the cost of undertaking the acquisition, construction and installation of improvements to the City water system, including rehabilitation of the Kessinger Dam, together with original furnishings, equipment, machinery or apparatus required in connection therewith (the "Project"), at an estimated maximum cost of $14,000,000 and to issue an aggregate $14,000,000 in serial bonds pursuant to the provisions of the Local Finance Law to finance the estimated costs of the aforesaid class of objects or purposes; and

WHEREAS, the Bond Ordinance is in full force and effect and has not been replaced, revoked or rescinded as of the date hereof; and

WHEREAS, the maximum estimated cost of the Project has increased to $17,149,200, an increase of $3,149,200 for the Project; and

WHEREAS, the Common Council of the City on May 28, 2025, duly adopted a Resolution (Resolution No. 80) (the "2025 Resolution") authorizing the expenditure of $2,149,200 from the Water Dam Capital Reserve Account Fund for use in connection with the Project; and

WHEREAS, the 2025 Resolution is in full force and effect and has not been replaced, revoked or rescinded as of the date hereof; and

WHEREAS, the Common Council of the City on February 25, 2026, duly adopted a Resolution (Resolution No. 38) (the "2026 Resolution") authorizing the expenditure of $1,000,000 from the Water Dam Capital Reserve Fund for use in connection with the Project; and

WHEREAS, the 2026 Resolution is in full force and effect and has not been replaced, revoked or rescinded as of the date hereof;

WHEREAS, it is desirable to set forth the overall sources of funding for said Project; and

WHEREAS, all conditions precedent to the financing of the Project, including compliance with the provisions of the State Environmental Quality Review Act, have been performed.

NOW, THEREFORE,

BE IT RESOLVED by the affirmative vote of not less than a majority of the total voting strength of the Common Council of the City of Rome, Oneida County, New York, as follows:

Section 1. It is hereby determined that the maximum estimated cost of the Project, as described in the preambles hereof, is now determined to be $17,149,200.

Section 2. It is hereby determined that the plan for financing of such new maximum authorized cost of $17,149,200 shall be as follows:

(a) by the issuance of $14,000,000 of serial bonds of the City heretofore authorized to be issued pursuant to the Bond Ordinance, which is hereby ratified and approved;

(b) by the appropriation and expenditure of $2,149,200 from the Water Dam Capital Reserve Account Fund pursuant to the 2025 Resolution, which is hereby ratified and approved; and

(c) by the appropriation and expenditure of $1,000,000 from the Water Dam Capital Reserve Account Fund pursuant to the 2026 Resolution, which is hereby ratified and approved.

Section 3. It is hereby determined that all prior actions taken by the Treasurer on behalf of the City pursuant to the Bond Ordinance, 2025 Resolution, and 2026 Resolution are hereby ratified and approved.

Section 4. This resolution shall take effect immediately.

The foregoing Resolution was thereupon declared duly adopted.

Seconded by Councilor _____.

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

ADOPTED ___ DEFEATED ___

COMMON COUNCIL SEPTEMBER 9, 2026

RESOLUTION NO. 111

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH ROME CITY SCHOOL DISTRICT (SRO).

By Councilor _____:

WHEREAS, Chief Kevin James of the City of Rome, New York Police Department, has recommended that the City of Rome, New York enter into an agreement with the Rome City School District for School Resource Officers, whereby the City of Rome will provide the School District with three (3) full-time officers. The School District will pay the City of Rome $502,000 for the 2026-2027 school year; $516,000 for the 2027-2028 school year and $535,000 for the 2028-2029 school year, including event compensation. Said agreement will be effective retroactive to July, 1, 2026, and continue for a period of three (3) school years (2026-2029 academic school years) with an option to renew, upon mutual agreement, for two additional school years; now, therefore

BE IT RESOLVED, by the Common Council of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Rome City School District for School Resource Officers, whereby the City of Rome will provide the School District with three (3) full-time officers. The School District will pay the City of Rome $502,000 for the 2026-2027 school year; $516,000 for the 2027-2028 school year and $535,000 for the 2028-2029 school year, including event compensation. Said agreement will be effective retroactive to July, 1, 2026, and continue for a period of three (3) school years (2026-2029 academic school years) with an option to renew, upon mutual agreement, for two additional school years, pursuant to the attached Agreement which is made part of this Resolution.

Seconded by Councilor _____.

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

ADOPTED ___ DEFEATED ___

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (this "**Agreement**") is made as of _____ _____, 2026 by and between the **City of Rome, New York, Police Department**, whose principal address is 301 North James Street Rome, New York 13440 (hereafter referred to as the "**City**"); and **Rome City School District**, whose principal address is 400 Bell Road, Rome, New York 13440 (hereinafter referred to as the "**School District**").

WHEREAS, Article 5-G of the New York State's General Municipal Law ("**GML**"), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and City are both municipal corporations, as that term is defined by GML § 119-n(a); and

WHEREAS, by prior agreement between the School District and the City dated _____ _____, 2023 (the "Prior Agreement"), the City of Rome Police Department contracted to provide trained officers to serve as School Resource Officers ("**SROs**") for the School District through the 2025-26 school year; and

WHEREAS, the School District and City have determined that it is in their mutual best interest to enter into an agreement to extend the School Resource Officer agreement for a new term, retroactive from July 1, 2026 to June 30, 2029 on the terms set forth herein, with an option to renew upon mutual agreement for an additional two-year term;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **General Terms and Conditions**.

   a. The City and School District enter into this Agreement, effective retroactively from July 1, 2026 and continuing until June 30, 2029, for the purpose of placing three (3) City Law Enforcement Officers on site at School District events to serve as SRO(s). The City will assign the SROs to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein.

   b. The City agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.

   c. The SROs shall be subject to all other personnel policies and practices of the City except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2. **Purpose**. The School District hereby agrees to secure the services of the City, and the City agrees to provide the School District with three (3) full-time SROs designated by mutual agreement of the City and the School District from the first day of the academic year of the School District until the final day of the academic year of the School District, excepting days in which the School District is not in session, to be assigned as follows:

   The City agrees to have the applicable number of SROs on site at the designated School District buildings from 7:00 a.m. to 3:00 p.m. each day that school is in session during the school year.

3. **Term**. The term of this Agreement shall be effective retroactively from July 1, 2026 and shall expire on June 30, 2029. The Parties have the option to renew the Agreement, upon mutual agreement, for an additional two-year term.

4. **Payment**.

   a. **SRO Compensation.** The City agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City.

   b. **City Compensation.** The School District shall pay to the City a total annual amount of Five Hundred One Thousand Seven Hundred Seventy-seven and 35/100 Dollars ($501,777.35) for SRO services provided during the 2026-2027 school year, a total annual amount of Five Hundred Fifteen Thousand Eight Hundred Forty-five and 94/100 ($515,845.94) for SRO services provided during the 2027-2028 school year, and a total annual amount of Five Hundred Thirty-five Thousand Two Hundred Ninety-six and 31/100 ($535,296.31) for SRO services provided during the 2028-2029 school year, in the following six (6) installments:

      1. January 1, 2027: $250,888.68
      2. June 1, 2027: $250,888.67
      3. January 1, 2028: $257,922.97
      4. June 1, 2028: $257,922.97
      5. January 1, 2029: $267,648.16
      6. June 1, 2029: $267,648.15

      Payments shall be made within thirty (30) days following School District's receipt of an invoice from the City.

   c. **Event Compensation.**

      i. SRO(s): Where the School District desires to engage the services of an SRO beyond the daily schedule of 7:00 a.m. to 3:00 p.m., the City agrees to pay the SRO's overtime wages and the School District agrees to reimburse the City for payment of said wages, which shall be billed separately and on a quarterly basis. Overtime wages shall be in accordance with the applicable

salary schedules and employment practices of the City. As of the date this Agreement is executed, the City's collective bargaining agreement requires that once the SRO "has left the premises and is called back for work after completing his or her regular tour of duty shall receive a minimum of four (4) hours pay at the rate of one and one half (1 ½) his or her regular hourly rate. An employee who works beyond the four (4) hour minimum, shall be compensated to the nearest one half (½) hour over and above this minimum of four (4) hours, at time and one half."

ii. Non-SRO Police Officers: If the School District desires to engage the services of additional police officers at School District events, it shall make a written request and shall be advised in writing which specific officers are available and the officer's rate of pay per hour. The City agrees to pay the police officer's overtime wages and the School District agrees to reimburse the City for payment of said wages, which shall be billed separately and on a quarterly basis. Overtime wages shall be in accordance with the applicable salary schedules and employment practices of the City.

d. **Reimbursement for Training.** The City shall notify the School District of juvenile specific training that SRO's, and substitute Officers must attend to provide SRO services. The School District shall review the request to attend the juvenile training and notify the City if it will reimburse the City, upon receipt of invoices, for completion of SRO and juvenile specific training courses by SROs assigned to the School District. The School District shall not reimburse for courses not approved in advance in writing.

5. **School District Duties**. In addition to any responsibilities of the School District set forth in this Agreement, the School District will:

a. Confirm that the SRO has received all training required under the terms of this Agreement by obtaining a certificate evidencing the training requirement has been satisfied;

b. Train staff annually regarding appropriate role of SRO in schools, and appropriate conditions under which SRO assistance may be requested;

c. Review data collected by the City at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status, and use such data to evaluate and revise policies to ensure the Agreement is carried out in a manner consistent with civil rights and anti-discrimination laws.

d. To the extent permitted by law and/or School District policy, provide designated SRO(s) with an office which includes access to a location for files and records that can be properly locked and secured.

e. Access to other general office equipment such as fax machines, copy machines, etc.

f. The School District acknowledges that SRO(s) may be required to attend, at the direction of the City, emergencies, special needs and training functions as deemed necessary by the City.

6. **City Duties**

a. **General Obligations of the City.** The City will:

i. Train the SRO regarding their role in the School District prior to his/her placement in the School District, and provide at least one (1) training annually thereafter. Such trainings should encourage the SRO to exercise discretion to minimize arrests for minor misbehaviors and use all available diversion programs and other alternatives to arrest. Such trainings may also include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and challenges relative to lesbian, gay, bisexual, transgender and questioning students.

ii. Collect data reflecting all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status. The City shall provide this data to the School District at least once each year during the term of this Agreement.

iii. Cooperate with the District to implement the SRO Program with the least possible disruption to the educational process.

iv. Ensure that the SRO(s) spends at least seventy-five percent (75%) of on-duty in or around the site to which s/he is assigned.

b. **Duties of SRO.** The City shall also provide the School District with an officer capable of providing the following SRO services:

i. Report directly to the City Police Chief or his/her designee.

ii. Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site.

iii. Provide intervention between students and/or staff using appropriate techniques to calm and control situations.

iv. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations.

v. Report all violations of law, school rules, regulations or policies to school administration.

vi. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law.

vii. Act as liaison with police and other emergency personnel.

viii. Build relationships by being a liaison between the police department and the School District.

ix. Advise school administration of any circumstances or situation that may create any potential harm to persons, or damage to, or loss of property.

x. When feasible and requested to do so by school officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds.

xi. Become familiar with all hidden recesses in the building and check them periodically.

xii. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.

xiii. Question any individual not having appropriate identification to ascertain his/her status.

xiv. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents.

xv. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regard to DWIs, weapons, sale of illegal drugs, etc.

xvi. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution.

xvii. Educate potential school-age victims in crime prevention and safety.

xviii. Develop or expand crime prevention efforts for students.

c. **Event Duties**. Upon request of the School District, the City will provide police officer(s) for School District events, including athletic events, in order provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required. Police service at these events shall be performed at an additional cost to the School District. Staffing for each event is assigned at the direction of the City Captain of Patrol. The City will continually assess the best methods for supplying security at School District events in a cost effective, but safe, manner. Police officers shall be assigned to School District events based upon: (1) experience with the student population and (2) utilization of a call rotation policy.

d. **All Duties.** SROs shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. The SRO shall abide by School District policies except to the extent that such policies conflict with the officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger. All of the obligations of the City as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class. The SRO shall not detain or question students about their immigration status

7. **SRO Program Objectives**. The objectives of the SRO program are to:

a. Provide a police presence at School District events in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors.

b. Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:

i. Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, other related topics through formal and informal instructional strategies.

ii. Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.

c. Facilitate crime prevention, Law Enforcement, and security consultation;

d. Build lines of communication and promote positive attitudes between students and the City of Rome Police Department;

e. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, tobacco, illegal and prohibited substances. They may also involve peer pressure and sexual activity;

f. Provide a positive role model to the students; and

g. Provide education in Law Enforcement, as requested and appropriate.

8. **Qualifications of SROs**. All individuals performing SRO services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. The SRO(s) shall meet the following qualifications:

   a. Be a full time, certified law enforcement officer by the State of New York with at least two years of law enforcement experience;

   b. Have excellent communication skills;

   c. Be able to relate well to children of all ages; and

   d. Possess good coordinating and planning skills.

9. **Independent Contractor**. The City shall be providing services to the School District as an independent contractor, and any and all services performed by the SRO under this Agreement shall be performed in such capacity. The SRO shall not hold himself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have, or hold itself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions. As the SRO's employer, the City shall comply with all Federal, State, and local laws rules and regulations. The City shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District. The City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SRO assigned to the School District is under the direct supervision of the command officers of the Rome City Police Department. The School District shall have no

ability to control the manner, means, details or methods by which the SRO, City, or its agents perform services under this Agreement except as provided herein and as required by federal, state; or local laws, rules, and regulations.

10. **Absences and Replacements**.

a. **Absences**. In the event an assigned SRO is to be absent from work, the SRO shall notify his/her City supervisor. The City shall promptly notify the Superintendent of Schools that the SRO will be absent and shall make reasonable efforts to assign a replacement SRO and shall notify the Superintendent of the specific replacement SRO by 9:00 a.m. on the day in question, or that an officer will not be provided. The parties will gather data this year and discuss this provision next year at time of renewal.

b. **Replacements and Removals**. In the event that the Superintendent of Schools and/or the City determine that the work of a SRO is unsatisfactory to either or both, then in that event the Superintendent and the City shall meet to seek agreement or corrective action. If the Superintendent of Schools and the City are unable to agree upon corrective action, then either upon written notice to the other may terminate the SRO's assignment at the School District. The Superintendent of Schools and the City shall thereafter meet to determine if a replacement SRO can be assigned to the school district together with modification of the terms of employment and supervision if appropriate.

i. Irrespective of the above provisions, the School District and City pursuant to their respective policies, rules and regulations, may terminate the SRO's assignment to the School District when either or both Boards believe the same is in the best interest of the School District and City.

ii. In the event of the resignation, dismissal or reassignment of the SRO, or in case of long- term absences by the SRO, the City with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the City and the School District shall find a suitable, permanent replacement for the School Resource Officer.

11. **Information Sharing**.

a. **By the School District.** The School District will share relevant information about school safety issues with the SRO(s) including, but not limited to:

i. Copies of School District and building safety/crisis plans;
ii. Codes of Conduct;

iii. Disciplinary policies including suspension/expulsion procedures;

iv. Uniform violent incident reports in accordance with New York State Education Law, Safe Schools against Violence in Education Act; and

v. Reports pertaining to alleged incidents of Child Abuse in an Educational Setting.

b. **By the SRO(s).** The SRO(s) will share relevant information about school safety issues with the School District including, but not limited to:

i. The SRO(s)' monthly activity log, excluding police prohibitive materials, (e.g., juvenile arrests made off the school property, identifying information about victims of sexual abuse when the abuse does not occur on school property);

ii. Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse;

iii. Any information pertinent to school safety and/or safety of individuals on school property; and

iv. Any training or educational opportunities for SROs or School District representatives relative to school safety.

12. **Confidentiality**. The parties agree that all information exchanged is considered confidential under federal and New York State Law and will be used only for the purpose outlined in the Agreement.

13. **Indemnification**.

a. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the City, its officers, employees or agents, the School District shall indemnify and hold harmless the City, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School District; and the School District shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

b. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the School District, its officers, employees or agents the City shall indemnify and hold harmless the School District, its officers, employees and agents

from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the City, the SRO(s), or third parties under the direction or control of the City; and the City shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

14. **Insurance**. The City maintains Excess General Liability and Automobile Liability Insurance with New York Municipal Insurance Reciprocal, at a limit of $4,000,000.00 in excess of underlying General Liability and Automobile Liability policies with limits of $1,000,000 per occurrence. The School District and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages. The City shall provide proof of statutory coverage in compliance with New York State Workers' Compensation Law and a copy of the applicable Additional Insured endorsement form evidencing the coverage outlined herein.

15. **Search and Seizure Procedures**.

    a. The SRO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SRO reserves the right to search in cases where the SRO has sufficient legal cause to believe that a student or staff member is armed. The SRO will not be considered an agent of the School District when conducting searches in which evidence for prosecution may be obtained.

    b. The procedural safeguards set forth in paragraph above shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules, the Superintendent of Schools or a building administrator may conduct an administrative search and the SRO may observe on the School District's behalf.

16. **Records Retention**. The parties agree that all records must be available for a period of four (4) years and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request.

17. **Education Law Section 2-d Compliance**:

    A. Protection of Confidential Data. City shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:
        (a) City will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.

(b) City will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR §121.

(c) City will limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services.

(d) City will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.

(e) City will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.

(f) City will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.

(g) City will use encryption to protect personally identifiable information in its custody while in motion or at rest.

(h) City will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

(i) In the event City engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the City shall apply to the subcontractor.

B. Data Breach. In the event that Confidential Data is accessed or obtained by an unauthorized individual, City shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. City shall follow the following process:

(a) The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the City's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.

(b) The City shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."

(c) Where a breach or unauthorized release of Confidential Data is attributed to City, and/or a subcontractor or affiliate of City, City shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.

(d) City shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

i. The name and contact information of the reporting School District subject to this section.

ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

vi. Information about what the agency has done to protect individuals whose information has been breached.

vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) City further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.

C. Addenda. The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

- Addendum A: Parents' Bill of Rights for Data Privacy and Security
- Addendum B: Parents' Bill of Rights – Supplemental Information Addendum
- Addendum C: City's Data Security and Privacy Plan

18. **Binding Effect**. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies where required.

19. **Non-Appropriation**. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such event, the School District shall be under no further obligation to the City other than payment for cost actually incurred prior to termination and in no event will the City be responsible for any actual or consequential damages as a result of termination.

20. **Termination**. This Agreement may be terminated upon sixty (60) days' written notice to the other party at said party's designated address. The parties further agree that this Agreement expires June 30, 2029 without notice, unless otherwise extended. Any

extension or renewal of said agreement shall be authorized by the School District Board of Education and the City Board of Trustees.

21. **Governing Law**. The Agreement shall be construed and interpreted in accordance with the laws of New York State.

22. **Assignment**. This Agreement may not be assigned by either party.

23. **Interpretation**. The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

24. **Waiver**. The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

25. **Applicability**. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF ROME	**ROME CITY SCHOOL DISTRICT**
Jeffrey M. Lanigan, Mayor	Nerlande Anselme, Superintendent of Schools

Addendum A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in pre-kindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights). The Parents' Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the leg requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and ne remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

Addendum B

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE**: The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by City of Rome (the "Contractor") are limited to the purposes authorized in the contract between the Contractor and the Rome City School District (the "School District") commencing on the first day of the School District's 2026-2027 school year and expiring on June 30, 2029 (the "Contract").

2. **SUBCONTRACTOR OVERSIGHT DETAILS**: The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law §2-d; 8 NYCRR Part 121).

3. **CONTRACT PRACTICES**: The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in **[not applicable – no data will be retained]** format and/or destroyed by the Contractor as directed by the School District.

4. **DATA ACCURACY/CORRECTION PRACTICES**: A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Contractor's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. **SECURITY PRACTICES**: Confidential Data provided to Contractor by the School District will be stored at school district facilities. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. **ENCRYPTION PRACTICES**: The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C

CITY'S DATA SECURITY AND PRIVACY PLAN

COMMON COUNCIL SEPTEMBER 9, 2026

ORDINANCE NO. 9901

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO EXECUTE LEASE AGREEMENTS WITH AXON ENTERPRISE INC. FOR THE LEASING OF POLICE TASERS.

By Councilor _____:

WHEREAS, the City of Rome is currently a party to a Master Services and Purchasing Agreement with Axon Enterprise, Inc. ("Axon") for police tasers; and

WHEREAS, it is in the City's best interests, both operationally and financially, to execute an agreement for the purchase of police body worn cameras and tasers, at this time, with annual payments as set forth below:

2026: $101,053.26
2027: $95,124.62
2028: $95,124.62
2029: $95,124.62
2030: $95,124.62
; now, therefore

BE IT ORDAINED, that the Mayor of the City of Rome is hereby authorized to execute an agreement to purchase police body worn cameras and tasers, for a five (5) year term commencing in 2026, said documents being attached hereto and made a part hereof.

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. 9901.

Seconded by Councilor _____.

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

ORDINANCE NO. 9901
AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Reilly__ Dursi __ Sbaraglia __

ADOPTED ___ DEFEATED ___

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-795334-46253AT

Issued: 08/19/2026

Quote Expiration: 10/31/2026

Estimated Contract Start Date: 01/01/2027

Account Number: 156770

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Rome Police Dept. - NY 301 N James St Rome, NY 13440-5117 USA	Rome Police Dept. - NY 301 N James St Rome NY 13440-5117 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allie Taylor Phone: 6036308705 Email: alltaylor@axon.com Fax:	Daniel Vescio Phone: 315-339-7782 Email: vesciod@romepd.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$486,046.74
ESTIMATED TOTAL W/ TAX	$486,046.74

$481,551.74

Discount Summary

Average Savings Per Year	$58,316.21
TOTAL SAVINGS	$291,581.06

Payment Summary

Date	Subtotal	Tax	Total
Dec 2026	$102,046.74	$0.00	$102,046.74
Dec 2027	$96,000.00	$0.00	$96,000.00
Dec 2028	$96,000.00	$0.00	$96,000.00
Dec 2029	$96,000.00	$0.00	$96,000.00
Dec 2030	$96,000.00	$0.00	$96,000.00
Total	$486,046.74	$0.00	$486,046.74

Quote Unbundled Price:	$777,626.00
Quote List Price:	$665,990.60
Quote Subtotal:	$486,046.74

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	Transfer Balance - Software and Services	1	1		$1.00	($5,815.12)	($5,815.12)	$0.00	($5,815.12)
100552	Transfer Balance - Goods	1	1		$1.00	($1,089.59)	($1,089.59)	$0.00	($1,089.59)
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	60	$78.01	$62.52	$62.52	$30,009.60	$0.00	$30,009.60
BWCamTAP	Body Worn Camera TAP Bundle	67	60	$52.41	$39.00	$39.00	$156,780.00	$0.00	$156,780.00
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	60	$13.42	$10.48	$10.48	$1,886.40	$0.00	$1,886.40
C00044	TASER 7 Certification with VR Plan	14	60	$137.18	$102.91	$102.91	$86,444.40	$0.00	$86,444.40
C00027	Bundle - TASER 7 Certification Add-on	38	60	$41.70	$32.50	$32.50	$74,100.00	$0.00	$74,100.00
A la Carte Hardware									
H00003	Axon Body 4 Single-Bay Dock Bundle	3			$229.00	$229.00	$687.00	$0.00	$687.00
H00001	Axon Body 4 Camera Bundle	67			$899.00	$0.00	$0.00	$0.00	$0.00
H00002	Axon Body 4 Multi-Bay Dock Bundle	8			$1,638.90	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73686	Axon Evidence - Storage - Axon Device Unlimited	67	60		$32.55	$7.79	$31,299.05	$0.00	$31,299.05
BasicLicense	Basic License Bundle	65	60		$16.27	$16.25	$63,375.00	$0.00	$63,375.00
ProLicense	Pro License Bundle	15	60		$48.82	$48.75	$43,875.00	$0.00	$43,875.00
A la Carte Services									
99501	Axon Accelerate Conference Registration	5	1		$899.00	$899.00	$4,495.00	$0.00	$4,495.00
Total							$486,046.74	**$0.00**	**$486,046.74**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Axon Body 4 Camera Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	2	1	12/01/2026
Axon Body 4 Camera Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	67	1	12/01/2026
Axon Body 4 Camera Bundle	100466	Axon Body 4 - Cable - USB-C to USB-C	74	1	12/01/2026
Axon Body 4 Camera Bundle	100775	Axon Body 4 - Magnetic Disconnect Cable	74	1	12/01/2026
Axon Body 4 Camera Bundle	74028	Axon Body - Mount - Wing Clip Rapidlock	74	1	12/01/2026
Axon Body 4 Multi-Bay Dock Bundle	100206	Axon Body 4 - Dock - Eight-Bay	8	1	12/01/2026
Axon Body 4 Multi-Bay Dock Bundle	70033	Axon Body - Dock Wall Mount - Bracket Assembly	8	1	12/01/2026
Axon Body 4 Multi-Bay Dock Bundle	71019	Axon Body - Dock Powercord - North America	8	1	12/01/2026
Axon Body 4 Single-Bay Dock Bundle	100201	Axon Body 4 - Dock - Single-Bay	3	1	12/01/2026
Axon Body 4 Single-Bay Dock Bundle	71104	Axon Body - Dock/Dataport Powercord - North America	3	1	12/01/2026
Bundle - TASER 7 Certification Add-on	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	190	1	12/01/2026
Bundle - TASER 7 Certification Add-on	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	190	1	12/01/2026
Bundle - TASER 7 Certification Add-on	22177	Axon TASER 7 - Cartridge - Half Standoff NS	76	1	12/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Bundle - TASER 7 Certification Add-on	22178	Axon TASER 7 - Cartridge - Halt Close Quart NS	76	1	12/01/2026
Bundle - TASER 7 Certification Add-on	22179	Axon TASER 7 - Cartridge - Inert Standoff (3.5-Degree) NS	38	1	12/01/2026
Bundle - TASER 7 Certification Add-on	22181	Axon TASER 7 - Cartridge - Inert Close Quart (12-Degree) NS	38	1	12/01/2026
TASER 7 Certification with VR Plan	100122	Axon VR - Headset - Battery	1	1	12/01/2026
TASER 7 Certification with VR Plan	100126	Axon VR - Tactical Bag	1	1	12/01/2026
TASER 7 Certification with VR Plan	100591	Axon TASER - Cleaning Kit	1	1	12/01/2026
TASER 7 Certification with VR Plan	100623	Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1	1	12/01/2026
TASER 7 Certification with VR Plan	100748	Axon VR - Controller - TASER 10	1	1	12/01/2026
TASER 7 Certification with VR Plan	100832	Axon VR - Controller - Handgun VR19H	1	1	12/01/2026
TASER 7 Certification with VR Plan	101122	Axon VR - Holster - TASER 10 Safariland Gray - RH	1	1	12/01/2026
TASER 7 Certification with VR Plan	101123	Axon VR - Holster - TASER 10 Safariland Gray - LH	1	1	12/01/2026
TASER 7 Certification with VR Plan	101294	Axon VR - Tablet	1	1	12/01/2026
TASER 7 Certification with VR Plan	101300	Axon VR - Tablet Case	1	1	12/01/2026
TASER 7 Certification with VR Plan	101751	Axon VR - Headset - HTC Focus Vision	1	1	12/01/2026
TASER 7 Certification with VR Plan	102389	Axon VR - Multi-User Room Marker	2	1	12/01/2026
TASER 7 Certification with VR Plan	20008	Axon TASER 7 - Handle - High VIS Grn Laser Class 3R Ylw	14	1	12/01/2026
TASER 7 Certification with VR Plan	20018	Axon TASER - Battery Pack - Tactical	16	1	12/01/2026
TASER 7 Certification with VR Plan	20063	Axon TASER 7 - Holster - Safariland RH	14	1	12/01/2026
TASER 7 Certification with VR Plan	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	70	1	12/01/2026
TASER 7 Certification with VR Plan	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	70	1	12/01/2026
TASER 7 Certification with VR Plan	22177	Axon TASER 7 - Cartridge - Halt Standoff NS	28	1	12/01/2026
TASER 7 Certification with VR Plan	22178	Axon TASER 7 - Cartridge - Halt Close Quart NS	28	1	12/01/2026
TASER 7 Certification with VR Plan	22179	Axon TASER 7 - Cartridge - Inert Standoff (3.5-Degree) NS	14	1	12/01/2026
TASER 7 Certification with VR Plan	22181	Axon TASER 7 - Cartridge - Inert Close Quart (12-Degree) NS	14	1	12/01/2026
TASER 7 Certification with VR Plan	70033	Axon Body - Dock Wall Mount - Bracket Assembly	1	1	12/01/2026
TASER 7 Certification with VR Plan	71019	Axon Body - Dock Powercord - North America	1	1	12/01/2026
TASER 7 Certification with VR Plan	74200	Axon TASER - Dock - Six-Bay Plus Core	1	1	12/01/2026
TASER 7 Certification with VR Plan	80087	Axon TASER - Target - Conductive Professional Ruggedized	1	1	12/01/2026
TASER 7 Certification with VR Plan	80090	Axon TASER - Target Frame - Professional 27.5 in X 75 in	1	1	12/01/2026
Bundle - TASER 7 Certification Add-on	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	76	1	12/01/2027
Bundle - TASER 7 Certification Add-on	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	76	1	12/01/2027
TASER 7 Certification with VR Plan	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	28	1	12/01/2027
TASER 7 Certification with VR Plan	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	28	1	12/01/2027
Bundle - TASER 7 Certification Add-on	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	76	1	12/01/2028
Bundle - TASER 7 Certification Add-on	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	76	1	12/01/2028
Bundle - TASER 7 Certification Add-on	22177	Axon TASER 7 - Cartridge - Halt Standoff NS	76	1	12/01/2028
TASER 7 Certification with VR Plan	22178	Axon TASER 7 - Cartridge - Halt Close Quart NS	76	1	12/01/2028
TASER 7 Certification with VR Plan	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	28	1	12/01/2028
TASER 7 Certification with VR Plan	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	28	1	12/01/2028
TASER 7 Certification with VR Plan	22177	Axon TASER 7 - Cartridge - Halt Standoff NS	28	1	12/01/2028
TASER 7 Certification with VR Plan	22178	Axon TASER 7 - Cartridge - Halt Close Quart NS	28	1	12/01/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	8	1	06/01/2029
Body Worn Camera Single-Bay Dock TAP Bundle	73313	Axon Body - TAP Refresh 1 - Dock Single-Bay	3	1	06/01/2029
Body Worn Camera TAP Bundle	73309	Axon Body - TAP Refresh 1 - Camera	69	1	06/01/2029
TASER 7 Certification with VR Plan	100210	Axon VR - TAP Refresh 1 - Tablet	1	1	06/01/2029
TASER 7 Certification with VR Plan	101009	Axon VR - TAP Refresh 1 - Handgun Controller	1	1	06/01/2029
TASER 7 Certification with VR Plan	101012	Axon VR - TAP Refresh 1 - TASER Controller	1	1	06/01/2029
TASER 7 Certification with VR Plan	20373	Axon VR - TAP Refresh 1 - Headset	1	1	06/01/2029
Bundle - TASER 7 Certification Add-on	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	76	1	12/01/2029
Bundle - TASER 7 Certification Add-on	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	76	1	12/01/2029
TASER 7 Certification with VR Plan	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	28	1	12/01/2029
TASER 7 Certification with VR Plan	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	28	1	12/01/2029

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Bundle - TASER 7 Certification Add-on	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	76	1	12/01/2030
Bundle - TASER 7 Certification Add-on	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	76	1	12/01/2030
TASER 7 Certification with VR Plan	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	28	1	12/01/2030
TASER 7 Certification with VR Plan	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	28	1	12/01/2030
Body Worn Camera Multi-Bay Dock TAP Bundle	73686	Axon Body - TAP Refresh 2 - Dock Multi-Bay	8	1	12/01/2031
Body Worn Camera Single-Bay Dock TAP Bundle	73314	Axon Body - TAP Refresh 2 - Dock Single-Bay	3	1	12/01/2031
Body Worn Camera TAP Bundle	73310	Axon Body - TAP Refresh 2 - Camera	69	1	12/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	Axon Evidence - Storage - 10GB A La Carte	65	01/01/2027	12/31/2031
Basic License Bundle	73840	Axon Evidence - ECOM License - Basic	65	01/01/2027	12/31/2031
Bundle - TASER 7 Certification Add-on	101180	Axon TASER - Data Science Program	38	01/01/2027	12/31/2031
Bundle - TASER 7 Certification Add-on	20248	Axon TASER - Evidence.Com License	38	01/01/2027	12/31/2031
Pro License Bundle	73683	Axon Evidence - Storage - 10GB A La Carte	45	01/01/2027	12/31/2031
Pro License Bundle	73746	Axon Evidence - ECOM License - Pro	15	01/01/2027	12/31/2031
TASER 7 Certification with VR Plan	101180	Axon TASER - Data Science Program	14	01/01/2027	12/31/2031
TASER 7 Certification with VR Plan	20248	Axon TASER - Evidence.Com License	14	01/01/2027	12/31/2031
TASER 7 Certification with VR Plan	20248	Axon TASER - Evidence.Com License	1	01/01/2027	12/31/2031
TASER 7 Certification with VR Plan	20370	Axon VR - User Access - Full VR	14	01/01/2027	12/31/2031
A la Carte	73686	Axon Evidence - Storage - Axon Device Unlimited	67	01/01/2027	12/31/2031

Services

Bundle	Item	Description	QTY
Bundle - TASER 7 Certification Add-on	101193	Axon TASER - On Demand Certification	38
Bundle - TASER 7 Certification Add-on	20246	Axon TASER 7 - Replacement Access Program - Duty Cartridge	38
TASER 7 Certification with VR Plan	101193	Axon TASER - On Demand Certification	1
TASER 7 Certification with VR Plan	20246	Axon TASER 7 - Replacement Access Program - Duty Cartridge	14
A la Carte	99901	Axon Accelerate Conference Registration	5

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	Axon Body - TAP Warranty - Multi-Bay Dock	8	12/01/2027	12/31/2031
Body Worn Camera Single-Bay Dock TAP Bundle	80466	Axon Body - TAP Warranty - Single-Bay Dock	3	12/01/2027	12/31/2031
Body Worn Camera TAP Bundle	80464	Axon Body - TAP Warranty - Camera	67	12/01/2027	12/31/2031
Body Worn Camera TAP Bundle	80464	Axon Body - TAP Warranty - Camera	2	12/01/2027	12/31/2031
TASER 7 Certification with VR Plan	100197	Axon VR - Ext Warranty - Headset	1	12/01/2027	12/31/2031
TASER 7 Certification with VR Plan	100213	Axon VR - Ext Warranty - Tablet	1	12/01/2027	12/31/2031
TASER 7 Certification with VR Plan	101007	Axon VR - Ext Warranty - TASER Controller	1	12/01/2027	12/31/2031
TASER 7 Certification with VR Plan	101008	Axon VR - Ext Warranty - Handgun Controller	1	12/01/2027	12/31/2031
TASER 7 Certification with VR Plan	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	16	12/01/2027	12/31/2031
TASER 7 Certification with VR Plan	80395	Axon TASER 7 - Ext Warranty - Handle	14	12/01/2027	12/31/2031
TASER 7 Certification with VR Plan	80396	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1	12/01/2027	12/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	301 N James St	Rome	NY	13440-5117	USA

Payment Details

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73686	Axon Evidence - Storage - Axon Device Unlimited	67	$6,917.67	$0.00	$6,917.67
Annual Payment 1	99901	Axon Accelerate Conference Registration	5	$993.48	$0.00	$993.48
Annual Payment 1	BasicLicense	Basic License Bundle	65	$14,007.09	$0.00	$14,007.09
Annual Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$6,632.68	$0.00	$6,632.68
Annual Payment 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$416.93	$0.00	$416.93
Annual Payment 1	BWCamTAP	Body Worn Camera TAP Bundle	67	$34,651.31	$0.00	$34,651.31
Annual Payment 1	C00027	Bundle - TASER 7 Certification Add-on	38	$16,377.48	$0.00	$16,377.48
Annual Payment 1	C00044	TASER 7 Certification with VR Plan	14	$19,105.78	$0.00	$19,105.78
Annual Payment 1	H00001	Axon Body 4 Camera Bundle	67	$0.00	$0.00	$0.00
Annual Payment 1	H00002	Axon Body 4 Multi-Bay Dock Bundle	8	$0.00	$0.00	$0.00
Annual Payment 1	H00003	Axon Body 4 Single-Bay Dock Bundle	3	$151.84	$0.00	$151.84
Annual Payment 1	ProLicense	Pro License Bundle	15	$9,697.19	$0.00	$9,697.19
Transfer Value	100552	Transfer Balance - Goods	1	($1,089.59)	$0.00	($1,089.59)
Transfer Value	100553	Transfer Balance - Software and Services	1	($5,815.12)	$0.00	($5,815.12)
Total				$102,046.74	$0.00	$102,046.74

$ 101,053.26

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	73686	Axon Evidence - Storage - Axon Device Unlimited	67	$6,095.35	$0.00	$6,095.35
Annual Payment 2	99901	Axon Accelerate Conference Registration	5	$875.38	$0.00	$875.38
Annual Payment 2	BasicLicense	Basic License Bundle	65	$12,341.96	$0.00	$12,341.96
Annual Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$5,844.23	$0.00	$5,844.23
Annual Payment 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$367.37	$0.00	$367.37
Annual Payment 2	BWCamTAP	Body Worn Camera TAP Bundle	67	$30,532.16	$0.00	$30,532.16
Annual Payment 2	C00027	Bundle - TASER 7 Certification Add-on	38	$14,430.64	$0.00	$14,430.64
Annual Payment 2	C00044	TASER 7 Certification with VR Plan	14	$16,834.67	$0.00	$16,834.67
Annual Payment 2	H00001	Axon Body 4 Camera Bundle	67	$0.00	$0.00	$0.00
Annual Payment 2	H00002	Axon Body 4 Multi-Bay Dock Bundle	8	$0.00	$0.00	$0.00
Annual Payment 2	H00003	Axon Body 4 Single-Bay Dock Bundle	3	$133.79	$0.00	$133.79
Annual Payment 2	ProLicense	Pro License Bundle	15	$8,544.45	$0.00	$8,544.45
Total				$96,000.00	$0.00	$96,000.00

$ 95,124.62

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73686	Axon Evidence - Storage - Axon Device Unlimited	67	$6,095.34	$0.00	$6,095.34
Annual Payment 3	99901	Axon Accelerate Conference Registration	5	$875.38	$0.00	$875.38
Annual Payment 3	BasicLicense	Basic License Bundle	65	$12,341.91	$0.00	$12,341.91
Annual Payment 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$5,844.24	$0.00	$5,844.24
Annual Payment 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$367.36	$0.00	$367.36
Annual Payment 3	BWCamTAP	Body Worn Camera TAP Bundle	67	$30,532.17	$0.00	$30,532.17

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	C00027	Bundle - TASER 7 Certification Add-on	38	$14,430.68	$0.00	$14,430.68
Annual Payment 3	C00044	TASER 7 Certification with VR Plan	14	$16,834.67	$0.00	$16,834.67
Annual Payment 3	H00001	Axon Body 4 Camera Bundle	67	$0.00	$0.00	$0.00
Annual Payment 3	H00002	Axon Body 4 Multi-Bay Dock Bundle	8	$0.00	$0.00	$0.00
Annual Payment 3	H00003	Axon Body 4 Single-Bay Dock Bundle	3	$133.79	$0.00	$133.79
Annual Payment 3	ProLicense	Pro License Bundle	15	$8,544.46	$0.00	$8,544.46
Total				$96,000.00	$0.00	$96,000.00

$95,124.62

Dec 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73686	Axon Evidence - Storage - Axon Device Unlimited	67	$6,095.35	$0.00	$6,095.35
Annual Payment 4	99901	Axon Accelerate Conference Registration	5	$875.38	$0.00	$875.38
Annual Payment 4	BasicLicense	Basic License Bundle	65	$12,342.13	$0.00	$12,342.13
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$5,844.22	$0.00	$5,844.22
Annual Payment 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$367.37	$0.00	$367.37
Annual Payment 4	BWCamTAP	Body Worn Camera TAP Bundle	67	$30,532.19	$0.00	$30,532.19
Annual Payment 4	C00027	Bundle - TASER 7 Certification Add-on	38	$14,430.54	$0.00	$14,430.54
Annual Payment 4	C00044	TASER 7 Certification with VR Plan	14	$16,834.58	$0.00	$16,834.58
Annual Payment 4	H00001	Axon Body 4 Camera Bundle	67	$0.00	$0.00	$0.00
Annual Payment 4	H00002	Axon Body 4 Multi-Bay Dock Bundle	8	$0.00	$0.00	$0.00
Annual Payment 4	H00003	Axon Body 4 Single-Bay Dock Bundle	3	$133.79	$0.00	$133.79
Annual Payment 4	ProLicense	Pro License Bundle	15	$8,544.45	$0.00	$8,544.45
Total				$96,000.00	$0.00	$96,000.00

$0

$95,124.62

Dec 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	73686	Axon Evidence - Storage - Axon Device Unlimited	67	$6,095.34	$0.00	$6,095.34
Annual Payment 5	99901	Axon Accelerate Conference Registration	5	$875.38	$0.00	$875.38
Annual Payment 5	BasicLicense	Basic License Bundle	65	$12,341.91	$0.00	$12,341.91
Annual Payment 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$5,844.23	$0.00	$5,844.23
Annual Payment 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$367.37	$0.00	$367.37
Annual Payment 5	BWCamTAP	Body Worn Camera TAP Bundle	67	$30,532.17	$0.00	$30,532.17
Annual Payment 5	C00027	Bundle - TASER 7 Certification Add-on	38	$14,430.66	$0.00	$14,430.66
Annual Payment 5	C00044	TASER 7 Certification with VR Plan	14	$16,834.70	$0.00	$16,834.70
Annual Payment 5	H00001	Axon Body 4 Camera Bundle	67	$0.00	$0.00	$0.00
Annual Payment 5	H00002	Axon Body 4 Multi-Bay Dock Bundle	8	$0.00	$0.00	$0.00
Annual Payment 5	H00003	Axon Body 4 Single-Bay Dock Bundle	3	$133.79	$0.00	$133.79
Annual Payment 5	ProLicense	Pro License Bundle	15	$8,544.45	$0.00	$8,544.45
Total				$96,000.00	$0.00	$96,000.00

$0

$95,124.62

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-334995, Q-569414, Q-571445, Q-613933,

Agency is terminating those contracts effective 1/1/2027. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -$6,904.71

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:
Pending Billing - Q-334995 - 2/1/2026 - $15,845.84
Pending Billing - Q-569414 - 2/1/2026 - $48,153.93
Outstanding Invoice - INUS411053 - 1/1/2026 - $12,211.61
Outstanding Invoice - INUS340584 - 4/19/2025 - $9,525.05

Signature

Date Signed

8/19/2026

