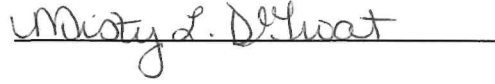


CITY OF FULTON FINAL NOTICE AND AGENDA

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF FULTON WILL BE HELD ON TUESDAY, MAY 5, 2026 AT 7:00 P.M. IN THE COMMON COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING LOCATED AT 141 SOUTH FIRST STREET, FULTON, NEW YORK.

BY ORDER OF: MAYOR JAMES A. RICE

RESPECTFULLY: MISTY L. DEGROAT – CITY CLERK/CHAMBERLAIN



**NOTIFICATIONS:**

MAYOR	JAMES A. RICE
FIRST WARD COUNCILOR	MARK D. WOODWORTH
SECOND WARD COUNCILOR	RHONDA A. CAMPOLIETA – COUNCIL PRESIDENT
THIRD WARD COUNCILOR	DONALD R. PATRICK JR.
FOURTH WARD COUNCILOR	MARK T. SHERMAN
FIFTH WARD COUNCILOR	DENNIS J. MERLINO
SIXTH WARD COUNCILOR	BRANDI L. CLONCH
DEPARTMENT HEADS	ALL

OTHER NOTIFICATIONS: MEMBERS OF THE PUBLIC, VALLEY NEWS, PALLADIUM TIMES, OSWEGO COUNTY TODAY, IHEARTOSWEGO

**PLEDGE OF ALLEGIANCE**

**ROLL CALL: MISTY L. DEGROAT – CITY CLERK/CHAMBERLAIN**

**MAYORAL PROCLAMATION: MENTAL HEALTH AWARENESS MONTH**

**MAYORAL PROCLAMATION: COMMUNITY ACTION MONTH**

**PRESENTATION TO COUNCIL AND COMMUNITY – SIEMENS ENERGY PROJECT UPDATE**

**COMMITTEE CHAIR UPDATES**

**MAYOR RICE – PERSONNEL**

**COUNCILOR CAMPOLIETA – LEGISLATIVE, PUBLIC SAFETY, AND RECREATION**

**COUNCILOR SHERMAN – AUDIT, FINANCE AND BUDGET**

1. Public Hearing relative to amending Schedule A, Zoning District Rules and Regulations, in the City Code.
2. Public Hearing relative to amending Chapter 640-3 Word usage; definitions, in the City Code—definition of family
3. Public Hearing relative to amending Chapter C70-6(E), Receptacles and containers.
4. Public Hearing relative to amending Chapter 640-3 Word usage; definitions, in the City Code—definition of Fitness Center.
5. Public Hearing relative to the addition of Chapter C-233, Prior written notice of defects, in the City Code.
6. Public Hearing relative to the removal of Section C-230(B), Limitations of actions, in the City Code.
7. Public Hearing relative to the amendment of Chapter 335, Article 1, Fire Lanes, in the City Code.

**PUBLIC COMMENT PERIOD – AGENDA ITEMS ONLY**

8. Resolve to approve the Common Council Meeting Minutes.
9. Resolve to authorize the Mayor to execute an agreement with Fulton Fury Baseball.
10. Resolve to authorize the Mayor to execute an Exclusive Right to Sell – 724 Ontario

**OPEN COMMENT PERIOD**

11. Adjournment.



**CITY OF FULTON  
MAYORAL PROCLAMATION  
MENTAL HEALTH AWARENESS MONTH  
MAY 2026**

**WHEREAS**, mental health is a vital component of overall health and wellness, affecting individuals of all ages, backgrounds, and walks of life; and

**WHEREAS**, the National Institute of Mental Health reports that nearly one in five adults in the United States experiences a mental illness each year, underscoring the importance of accessible support and open conversations; and

**WHEREAS**, the City of Fulton stands united in its commitment to fostering a community that supports mental well-being, breaks down stigma, and provides resources for those in need; and

**WHEREAS**, the efforts of local partners such as the Oswego County Suicide Prevention Coalition and Oswego Health are critical in promoting awareness, providing life-saving services, and offering hope to individuals and families impacted by mental health challenges; and

**WHEREAS**, Mental Health Awareness Month is an opportunity for our community to come together to support mental health education, recognize the efforts of advocates and professionals, and remind all residents that help is available and healing is possible;

**NOW, THEREFORE**, I, James Rice, Mayor of the City of Fulton, do hereby proclaim the month of May 2026 as Mental Health Awareness Month in the City of Fulton and urge all citizens to increase awareness, participate in mental health initiatives, and show compassion for struggling people. Together, we can make Fulton a place where everyone feels seen, supported, and empowered to seek help.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Fulton to be affixed this 5th day of May, 2026.

---

**James Rice, Mayor of the City of Fulton**



**CITY OF FULTON  
MAYORAL PROCLAMATION  
COMMUNITY ACTION MONTH  
MAY 2026**

**WHEREAS**, Community Action creates pathways to prosperity by helping hardworking families achieve economic independence rather than keeping them reliant on government assistance; and

**WHEREAS**, Community Action is built on innovative, responsive, and efficient programs that are uniquely tailored to meet local needs; and

**WHEREAS**, Community Action delivers high-impact, cost-effective results that generate a significant return on investment for local communities; and

**WHEREAS**, Community Action invests in private-sector job creation and career training, ensuring that communities grow through free-market solutions; and

**WHEREAS**, Community Action Agencies are trusted pillars of the community that engage volunteers who donate their time to advance local progress, support working families, and contribute to lasting community success; and

**WHEREAS**, Community Action programs are both necessary and popular—delivering effective, high quality assistance that strengthens community resilience and fosters local prosperity; and

**WHEREAS**, Oswego County Opportunities, Inc. (OCO) is proudly celebrating 60 years of service, marking six decades of dedicated action and a lifetime of impact within our community;

**NOW, THEREFORE**, I, James Rice, Mayor of the City of Fulton, do hereby proclaim May 2026 as Community Action Month in recognition of the hard work and dedication of all Fulton, New York Community Action Agencies, and in special recognition of OCO'S milestone anniversary.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Fulton to be affixed this 5th day of May, 2026

---

**James Rice, Mayor of the City of Fulton**

[RESOLUTION 9-1-2026]

WHEREAS, At the meeting held on April 7, 2026 the City Clerk/Chamberlain was authorized and directed to advertise for a Public Hearing to be held at 7:00 P.M. on May 5, 2026 in the Common Council Chambers of the Municipal Building, Fulton, New York, relative to amending Schedule A, Zoning District Rules and Regulations, in the City Code.

WHEREAS, At the May 5, 2026 council meeting, Mayor Rice declared this public hearing open.

WHEREAS, Members of the public, members of the Common Council and all in attendance have been given an equal opportunity to express their written or oral comments regarding the proposed amendment to the City Code.

WHEREAS, Mayor Rice asked for a motion to close the public hearing, which was offered by

Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_, and unanimously Carried.

Councilor \_\_\_\_\_ introduced the following and moved to its adoption:

NOW THEREFORE BE IT RESOLVED, that the Common Council approves the proposed amendment of Schedule A, Zoning District Rules and Regulations, in the City Code

Seconded by Councilor \_\_\_\_\_:

ROLL CALL VOTE:

Ayes:

Nays:

State of New York  
County of Oswego ss:  
City of Fulton

I, Misty L. DeGroat, City Clerk/Chamberlain of the City of Fulton, New York do hereby certify that I have compared the foregoing copy of this resolution with the original in my possession and that the same is a true and complete transcript thereof. I further certify that said resolution was adopted at a meeting of the Common Council of the City of Fulton held on the 5th day of May, 2026.

In witness whereof, I have hereunto set my hand and seal of the City of Fulton, New York on the 6th day of May, 2026.

\_\_\_\_\_  
Misty L. DeGroat - City Clerk/Chamberlain

640 Attachment 1:5  
 FULTON CODE

supp 22, sep 2025

District	Permitted Principal Use	Permitted Accessory Use	Permitted Use with Site Plan Approval	Minimum Lot Size		Maximum Percentage of Lot Occupied By	Minimum Habitable Floor Area per Dwelling Unit	Maximum Height of Building or Structure	Minimum Yard Setbacks (feet)			
				Area (square feet)	Width (feet)				Front	One Side	Total Two Sides	Rear
R-4	See 640-12A			2,000 per dwelling unit	120	Principal building 25%	720	24	30	30	45	40
		See 640-12E				Accessory building and impervious surfaces 25%		15	10	20	20	10
C-1			See 640-12B			Principal building, accessory structures and impervious surfaces 50%		24	30	30	45	40
			See 640-15B	8,000	604	Principal building 35% Accessory structures and impervious surfaces 40%		24	25	12/35 R* See Note I	12-35 R* See Note I	25/35 R* See Note I
C-2			See 640-16B	10,000	804	Principal building Accessory use and impervious surfaces 35%		24	25	12/35 R* See Note I	12/35 R* See Note I	12/35 R* See Note I
			See 640-17B	8,000	60	Principal building 45% Accessory use and impervious surfaces 30%	600	48	12/35 R* See Note I	12/35 R* See Note I	12/35 R* See Note I	12/35 R* See Note I

ZONING

District	Permitted Principal Use	Permitted Accessory Use	Permitted Use with Site Plan Approval	Minimum Lot Size		Maximum Percentage of Lot Occupied By	Minimum Habitable Floor Area per Dwelling Unit	Maximum Height of Building or Structure	Minimum Yard Setbacks (feet)				
				Area (square feet)	Width (feet)				Front	One Side	Total Two Sides	Rear	
C-3			See 640-18	40,000		Principal building 50% Accessory use and impervious surfaces 35%		48 36	25	12/35 R* See Note I	12/35 R* See Note I	12/35 R* See Note I	12/35 R* See Note I
M-1			See 640-19B	40,000		Principal building 50% Accessory use and impervious surfaces 25%		48 36	25	12/35R *	12/35R *	12/35R *	12/35R *
M-2			See 640-20	15,000		Principal building 50% Accessory use and impervious surfaces 35%		48 36	25	12/35R *	12/35R *	12/35R *	12/35R *
R-AP C-AP VI-AP			See 640-21	6,000 8,000 12,000	62 80 120				25	See Note 3	See Note 3	See Note 3	See Note 3

NOTES:

- \*. The first number applies where lots are located wholly within the district. The second number applies where sections of a lot are located adjacent to a residential district(R) or a commercial district(C).
- I For screening buffers requirements between Residential and Commercial, Industrial and PUD Districts, see 640-22.
- 2 See 640-21.
- 3 In addition to the minimum lot size requirements stated above, for any proposed new construction, change in occupancy or expansion of an existing business having frontage on the Route 481 corridor, a minimum width of 100 feet of road frontage shall be required for any C-1 or CO low-traffic occupancy and a minimum of 150 feet of frontage for any C-1 or C-2 medium-traffic occupancy and a minimum of 200 feet of frontage for any C-1 or C-2 high-traffic occupancy. C-1 and C-2 occupancies shall be as defined in 9 NYCRR Part 703. See 640-3, Word usage; definitions, for IDW-, medium-, and high-traffic occupancies. The minimum width of frontage for a strip mall or similar occupancy shall be determined on a case-by-case basis by the Planning Commission.

[RESOLUTION 9-2-2026]

WHEREAS, At the meeting held on April 7, 2026 the City Clerk/Chamberlain was authorized and directed to advertise for a Public Hearing to be held at 7:00 P.M. on May 5, 2026 in the Common Council Chambers of the Municipal Building, Fulton, New York, relative to amending Chapter 640-3 Word usage; definitions—definition of Family—in the City Code.

WHEREAS, At the May 5, 2026 council meeting, Mayor Rice declared this public hearing open.

WHEREAS, Members of the public, members of the Common Council and all in attendance have been given an equal opportunity to express their written or oral comments regarding the proposed amendment to the City Code.

WHEREAS, Mayor Rice asked for a motion to close the public hearing, which was offered by

Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_, and unanimously Carried.

Councilor \_\_\_\_\_ introduced the following and moved to its adoption:

NOW THEREFORE BE IT RESOLVED, that the Common Council approves the proposed amendment of Chapter 640-3 Word usage; definitions—definition of Family—in the City Code

Seconded by Councilor \_\_\_\_\_:

ROLL CALL VOTE:

Ayes:

Nays:

State of New York  
County of Oswego ss:  
City of Fulton

I, Misty L. DeGroat, City Clerk/Chamberlain of the City of Fulton, New York do hereby certify that I have compared the foregoing copy of this resolution with the original in my possession and that the same is a true and complete transcript thereof. I further certify that said resolution was adopted at a meeting of the Common Council of the City of Fulton held on the 5th day of May, 2026.

In witness whereof, I have hereunto set my hand and seal of the City of Fulton, New York on the 6th day of May, 2026.

\_\_\_\_\_

Misty L. DeGroat - City Clerk/Chamberlain

640-3 Word usage: definitions

FAMILY —

- (1) Purpose. It is the purpose of this chapter to define the definition of "family" in order to promote the legitimate preservation of the character of single-family areas, without violating the United State Due Process Clause and the New York State Due Process Clause by not excluding a group which is, in every but biological sense, a single family or a household which poses no threat to the good of preserving the character of the traditional single-family neighborhood.
- (2) The definition of "family" shall be:
  - (a) Those related by blood, marriage or adoption, likely to be found in a unitary family; or
  - (b) Not more than four unrelated individuals living in a stable nontransient household group; or
  - (c) Not more than four unrelated individuals living in a stable transient household group.
- (3) It shall be a rebuttable presumption that a group of five or more persons living in a single dwelling unit is not a "family" under this code. Such persons shall be allowed to produce evidence that they constitute the definition of "functionally equivalent traditional family."
- (4) Factors in determining a group as a functionally equivalent traditional family shall be:
  - (a) The group shares the entire dwelling unit; and
  - (b) The group lives and cooks together as a single housekeeping unit; and
  - (c) The group shares expenses for food, rent, utilities and other household expenses; and
  - (d) The group is previously established as permanent and stable; and
  - (e) Each member of the group has equal access to all living areas within the single dwelling unit.
- (5) A community residence family-care home or group home established pursuant to the New York State Mental Hygiene Law or governed by the Fair Housing Act shall be deemed a functionally equivalent traditional family for the purpose of this definition. They must notify the Mayor's Office and the Codes Department who will then send it to the Planning Commission for review. The Planning Commission will respond within 30 days to the Council of any recommendation. It must be in compliance with New York Mental Hygiene Law 41.34.

[RESOLUTION 9-3-2026]

WHEREAS, At the meeting held on April 21, 2026 the City Clerk/Chamberlain was authorized and directed to advertise for a Public Hearing to be held at 7:00 P.M. on May 5, 2026 in the Common Council Chambers of the Municipal Building, Fulton, New York, relative to amending Chapter C70-6(E), Receptacles and containers, in the City Code.

WHEREAS, At the May 5, 2026 council meeting, Mayor Rice declared this public hearing open.

WHEREAS, Members of the public, members of the Common Council and all in attendance have been given an equal opportunity to express their written or oral comments regarding the proposed amendment to the City Code.

WHEREAS, Mayor Rice asked for a motion to close the public hearing, which was offered by

Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_, and unanimously Carried.

Councilor \_\_\_\_\_ introduced the following and moved to its adoption:

NOW THEREFORE BE IT RESOLVED, that the Common Council approves the proposed amendment of Chapter C70-6(E), Receptacles and containers, in the City Code

Seconded by Councilor \_\_\_\_\_:

ROLL CALL VOTE:

Ayes:

Nays:

State of New York  
County of Oswego ss:  
City of Fulton

I, Misty L. DeGroat, City Clerk/Chamberlain of the City of Fulton, New York do hereby certify that I have compared the foregoing copy of this resolution with the original in my possession and that the same is a true and complete transcript thereof. I further certify that said resolution was adopted at a meeting of the Common Council of the City of Fulton held on the 5th day of May, 2026.

In witness whereof, I have hereunto set my hand and seal of the City of Fulton, New York on the 6th day of May, 2026.

\_\_\_\_\_  
Misty L. DeGroat - City Clerk/Chamberlain

**§ C70-6. Receptacles and containers.**

- A. For disposal, garbage must be placed in clear plastic bags which are waterproof, strong and securely tied. These clear plastic bags may be placed in suitable receptacles and containers. Under no circumstances shall garbage or rubbish be placed directly into paper bags, colored plastic bags or any other nonclear receptacle and/or container.
- B. Recyclable materials shall be placed in suitable receptacles as defined by City regulations.
- C. It shall be the responsibility of the property owner or record and/or the occupant(s) to furnish suitable outdoor receptacles or containers to satisfy the needs of the occupant(s). Such receptacles or containers may be marked for identification by said owner, either by name or street number.
- D. All containers judged by the Commissioner to be unsuitable for the storage of collectible waste shall be declared trash and picked up by the city, and the replacement of the same shall be the responsibility of said owner. Containers shall be of nonrusting material, with tight-fitting lids, having handles and a capacity of not more than 32 gallons. All containers shall be maintained in a safe and sound condition to prevent injury to handlers and at all times be in a clean and sanitary condition. The City shall assume no liability for any damage to said containers resulting from handling during collection.
- E. Yard waste for collection shall be put into either plastic bags or metal/plastic can-type containers. Such yard waste shall be collected only from April 1 through December 1 of any given year according to a schedule which shall be posted, providing the time frame within which yard waste shall be collected. Yard wastes shall not be placed in any City street or roadway, but must be placed between the curb and the sidewalk for pickup. Branches, brush and tree limbs eight inches or less in diameter will be picked up but must be separate from compostable materials and must be stacked or piled separately from compostable materials and may not be placed in the street or roadway. No stumps or trees more than eight inches in diameter will be collected by the City and must be disposed of by the owner. **[Amended 9-3-1996 by L.L. No. 12-1996]**

[RESOLUTION 9-4-2026]

WHEREAS, At the meeting held on April 21, 2026 the City Clerk/Chamberlain was authorized and directed to advertise for a Public Hearing to be held at 7:00 P.M. on May 5, 2026 in the Common Council Chambers of the Municipal Building, Fulton, New York, relative to amending Chapter 640-3 Word usage; definitions—definition of Fitness Center—in the City Code.

WHEREAS, At the May 5, 2026 council meeting, Mayor Rice declared this public hearing open.

WHEREAS, Members of the public, members of the Common Council and all in attendance have been given an equal opportunity to express their written or oral comments regarding the proposed amendment to the City Code.

WHEREAS, Mayor Rice asked for a motion to close the public hearing, which was offered by

Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_, and unanimously Carried.

Councilor \_\_\_\_\_ introduced the following and moved to its adoption:

NOW THEREFORE BE IT RESOLVED, that the Common Council approves the proposed amendment of Chapter 640-3 Word usage; definitions—definition of Fitness Center—in the City Code

Seconded by Councilor \_\_\_\_\_:

ROLL CALL VOTE:

Ayes:

Nays:

State of New York  
County of Oswego ss:  
City of Fulton

I, Misty L. DeGroat, City Clerk/Chamberlain of the City of Fulton, New York do hereby certify that I have compared the foregoing copy of this resolution with the original in my possession and that the same is a true and complete transcript thereof. I further certify that said resolution was adopted at a meeting of the Common Council of the City of Fulton held on the 5th day of May, 2026.

In witness whereof, I have hereunto set my hand and seal of the City of Fulton, New York on the 6th day of May, 2026.

\_\_\_\_\_  
Misty L. DeGroat - City Clerk/Chamberlain

**§ 640-3. Word usage; definitions. [Amended 9-3-2024 by L.L. No. 16-2024]**

Definitions. As used in this chapter, the following terms shall have the meanings indicated:

**Fitness Center**: A Fitness Center is a comprehensive facility designed for physical exercise, health improvement, and wellness, offering a wider range of amenities than a traditional gym, such as group classes, cardio equipment, and sometimes pools or spa services. They serve as social, recreational spaces for individuals to achieve overall well-being.

[RESOLUTION 9-5-2026]

WHEREAS, At the meeting held on April 21, 2026 the City Clerk/Chamberlain was authorized and directed to advertise for a Public Hearing to be held at 7:00 P.M. on May 5, 2026 in the Common Council Chambers of the Municipal Building, Fulton, New York, relative to the addition of Chapter C-233, entitled Prior written notice of defects, in the City Code.

WHEREAS, At the May 5, 2026 council meeting, Mayor Rice declared this public hearing open.

WHEREAS, Members of the public, members of the Common Council and all in attendance have been given an equal opportunity to express their written or oral comments regarding the proposed amendment to the City Code.

WHEREAS, Mayor Rice asked for a motion to close the public hearing, which was offered by

Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_, and unanimously Carried.

Councilor \_\_\_\_\_ introduced the following and moved to its adoption:

NOW THEREFORE BE IT RESOLVED, that the Common Council approves the proposed addition of Chapter C-233, entitled Prior written notice of defects, in the City Code

Seconded by Councilor \_\_\_\_\_:

ROLL CALL VOTE:

Ayes:

Nays:

State of New York  
County of Oswego ss:  
City of Fulton

I, Misty L. DeGroat, City Clerk/Chamberlain of the City of Fulton, New York do hereby certify that I have compared the foregoing copy of this resolution with the original in my possession and that the same is a true and complete transcript thereof. I further certify that said resolution was adopted at a meeting of the Common Council of the City of Fulton held on the 5th day of May, 2026.

In witness whereof, I have hereunto set my hand and seal of the City of Fulton, New York on the 6th day of May, 2026.

\_\_\_\_\_  
Misty L. DeGroat - City Clerk/Chamberlain

**§ C-232 Prior written notice of defects.**

- A. Legislative declaration. Where claims for bodily injury or damage to property are asserted against the City arising out of alleged defective conditions of property owned or constructed by or in the care, custody or control of the City, adequate prior notice to the City of any such conditions is of substantial importance to allow the City the opportunity to investigate and correct such conditions, if found to exist. Whether the City has received actual or constructive notice of such alleged defective conditions is often a question of fact which can lead to uncertainty and possible unwarranted finding of liability against the City. To assure that the City receives actual prior notice of an alleged unsafe or defective condition and is able to respond in a prompt and reasonable manner, such prior notice shall be in writing. It is the purpose of this section to require that notice of unsafe or defective conditions of City property be given to the City by prior written notice actually received by the City.
- B. Definitions. For the purposes of this section, the following words, phrases and terms and their derivations shall have the meanings given herein:
- CITY HIGHWAY — A highway, street, road, cul-de-sac, drive or other roadway maintained by the City, whether or not such highway has been formally dedicated to the City. This definition shall include bridges, shoulders, curbs, gutters, culverts, signs and other traffic control devices and all other things appurtenant to a highway.
- CITY PROPERTY — All City highways, bridges, culverts, sidewalks, parking areas, playgrounds, parks and all other real property owned, leased, used, occupied or maintained by the City or over or through which the City has an easement or right-of-way and all buildings, structures, fixtures, personal property and appurtenances thereto owned, leased, used, occupied or maintained by the City.
- UNSAFE CONDITION — Any defective, hazardous, dangerous or obstructed condition, including such conditions as may have been created by an act or omission of any employee or officer of the City, and including such conditions as may result from inadequate or improper design, maintenance or repair or from the existence of snow or ice.
- C. Written notice of defective condition required for injuries on highways and City property. No civil action shall be maintained against the City of Fulton for damages or injuries to person or property sustained by reason of any highway, bridge, culvert or any other property owned by the City of Fulton being defective, out of repair, unsafe, dangerous or obstructed unless written notice of such defective, unsafe, dangerous or obstructed condition of such highway, bridge, culvert or any other property owned by the City of Fulton was actually given to the City Clerk/Chamberlain and there was a failure or neglect within a reasonable time after the giving of such notice to repair or remove the defect, danger or obstruction complained of, and no such action shall be maintained for damages or injuries to persons or property sustained solely in consequence of the existence of snow or ice upon any highway, bridge, culvert or any other property owned by the City of Fulton unless written notice thereof, specifying the particular place, was actually given to the City Clerk/Chamberlain and there was a failure or neglect to cause such snow or ice to be removed or to make the place otherwise reasonably safe within a reasonable time after the receipt of such notice.
- D. Prior written notice required. No civil action shall be maintained against the City or against the City's officers or employees for personal injury, including death or damage to property,

related to, caused by, resulting from or arising out of any property owned or constructed by the City, or involving property in the care, custody or control of the City, being defective, out of repair, unsafe, dangerous, obstructed or improperly maintained unless, prior to the occurrence of the injury or damage, the City shall have been given actual written notice of the alleged condition complained of and shall have failed or neglected within a reasonable time after such written notice to repair or remove the condition.

- E. Notice; contents. The notice required by this section shall contain the following:
  - (1) The full name and address of the claimant;
  - (2) The particular property of the City and its location claimed to be defective, out of repair, unsafe, dangerous or obstructed;
  - (3) The time such condition was first observed or made known to the claimant;
  - (4) A statement of the particulars in which the property is defective, out of repair, unsafe, dangerous or obstructed.
- F. Service of notice. The written notice provided for by this section shall be served by personal service within the City of Fulton upon the City Clerk/Chamberlain or his (or her) designated representative.
- G. Record of notice;
  - (1) The City Clerk/Chamberlain shall keep and maintain a record of all written notices received pursuant to this section, which record shall state the date of the receipt of the notice, the nature and location of the conditions stated to exist and the name and address of the person from whom the notice is received. The record of each notice shall be preserved for a period of at least three years after the date it is received.
- H. Repeal of existing requirements not intended. Nothing contained in this section shall be held to repeal or modify or waive any existing requirement or statute of limitations which is applicable to these classes of actions, but, on the contrary, this section shall be held to be additional requirements to the right to maintain such action, nor shall anything herein contained be held to modify any existing rule of law relative to the question of contributory negligence or to impose upon the City any greater duty or obligation than otherwise imposed by law.

[RESOLUTION 9-6-2026]

WHEREAS, At the meeting held on April 21, 2026 the City Clerk/Chamberlain was authorized and directed to advertise for a Public Hearing to be held at 7:00 P.M. on May 5, 2026 in the Common Council Chambers of the Municipal Building, Fulton, New York, relative to the removal of Section C-230(B), entitled Limitations of actions, in the City Code.

WHEREAS, At the May 5, 2026 council meeting, Mayor Rice declared this public hearing open.

WHEREAS, Members of the public, members of the Common Council and all in attendance have been given an equal opportunity to express their written or oral comments regarding the proposed amendment to the City Code.

WHEREAS, Mayor Rice asked for a motion to close the public hearing, which was offered by

Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_, and unanimously Carried.

Councilor \_\_\_\_\_ introduced the following and moved to its adoption:

NOW THEREFORE BE IT RESOLVED, that the Common Council approves the proposed removal of Section C-230(B), entitled Limitations of actions, in the City Code

Seconded by Councilor \_\_\_\_\_:

ROLL CALL VOTE:

Ayes:

Nays:

State of New York  
County of Oswego ss:  
City of Fulton

I, Misty L. DeGroat, City Clerk/Chamberlain of the City of Fulton, New York do hereby certify that I have compared the foregoing copy of this resolution with the original in my possession and that the same is a true and complete transcript thereof. I further certify that said resolution was adopted at a meeting of the Common Council of the City of Fulton held on the 5th day of May, 2026.

In witness whereof, I have hereunto set my hand and seal of the City of Fulton, New York on the 6th day of May, 2026.

\_\_\_\_\_  
Misty L. DeGroat - City Clerk/Chamberlain

## Chapter C. Charter

### TITLE XIII. Actions By and Against City

#### § C230. Limitations of actions.

- A. No action or proceeding to recover or enforce any claim, debt or demand against the city shall be brought until the expiration of thirty (30) days after the claim, debt or demand shall have been presented to the Common Council for audit. All actions brought against the city upon any contract liability, express or implied, must be commenced within one (1) year from the time that the cause of action accrued, or if for injuries, to the person or property, caused by negligence, within one (1) year from the time of receiving the injuries, and in other cases within six (6) months after refusal of the Common Council to allow the claim. No action or proceeding shall be maintained against the city for damages or injuries to person or property, unless notice, in writing, of the intention to claim such damages or injuries, and of the time and place at which and the manner in which such damages or injuries were received, and the nature and extent of such damages or injuries, shall have been filed with the Common Council within ninety (90) days after such damage or injuries shall have been received, and an omission to present such notice, within the time as above provided, shall be a bar to an action thereon against the city.
- B. No action shall be maintained against the city for damages or injuries to person or property, or for wrongful death, sustained in consequence or by reason of the defective, unsafe, dangerous or obstructed condition of any street, highway, bridge, culvert, sidewalk or crosswalk, including but not limited to dangerous conditions created by snow or ice, unless written notice thereof, relating to the particular place, was actually given the City Clerk/Chamberlain and there was a failure or neglect to cause such defective, unsafe, dangerous or obstructed condition to be repaired, or the place otherwise made reasonably safe within a reasonable time after the receipt of such notice.

[RESOLUTION 9-7-2026]

WHEREAS, At the meeting held on April 21, 2026 the City Clerk/Chamberlain was authorized and directed to advertise for a Public Hearing to be held at 7:00 P.M. on May 5, 2026 in the Common Council Chambers of the Municipal Building, Fulton, New York, relative to amending Chapter 335, Article 1, Fire Lanes, in the City Code.

WHEREAS, At the May 5, 2026 council meeting, Mayor Rice declared this public hearing open.

WHEREAS, Members of the public, members of the Common Council and all in attendance have been given an equal opportunity to express their written or oral comments regarding the proposed amendment to the City Code.

WHEREAS, Mayor Rice asked for a motion to close the public hearing, which was offered by

Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_, and unanimously Carried.

Councilor \_\_\_\_\_ introduced the following and moved to its adoption:

NOW THEREFORE BE IT RESOLVED, that the Common Council approves the proposed amendment of Chapter 335, Article 1, Fire Lanes, in the City Code

Seconded by Councilor \_\_\_\_\_:

ROLL CALL VOTE:

Ayes:

Nays:

State of New York  
County of Oswego ss:  
City of Fulton

I, Misty L. DeGroat, City Clerk/Chamberlain of the City of Fulton, New York do hereby certify that I have compared the foregoing copy of this resolution with the original in my possession and that the same is a true and complete transcript thereof. I further certify that said resolution was adopted at a meeting of the Common Council of the City of Fulton held on the 5th day of May, 2026.

In witness whereof, I have hereunto set my hand and seal of the City of Fulton, New York on the 6th day of May, 2026.

---

Misty L. DeGroat - City Clerk/Chamberlain

# **FIRE LANES AND EMERGENCY ACCESS**

## **SECTION 1. PURPOSE AND INTENT**

This Local Law is proposed to:

1. Ensure unobstructed access for fire apparatus and emergency responders
2. Protect life and property in accordance with:
  - New York State Fire Code
  - Applicable NFPA standards
3. Establish uniform requirements for designation, marking, and enforcement of fire lanes

Fire lanes are critical to providing emergency access and shall be maintained free of obstruction at all times

## **SECTION 2. AUTHORITY**

This Local Law is enacted pursuant to:

- Municipal Home Rule Law
- New York State Vehicle & Traffic Law §1660
- Authority granted under the Charter of the City of Fulton
- New York State Uniform Fire Prevention and Building Code

## **SECTION 3. DEFINITIONS**

### **FIRE LANE**

A designated area, roadway, or access route required for fire department apparatus access to structures, fire hydrants, standpipes, or fire protection systems.

### **FIRE ZONE**

An area adjacent to a structure or fire protection feature where **parking is prohibited** to maintain emergency access.

### **OBSTRUCTION**

Any vehicle, object, material, or condition that impedes access by emergency responders.

## **SECTION 4. DESIGNATION OF FIRE LANES**

A. The Fire Chief, Fire Marshal, or Code Enforcement Officer is authorized to designate fire lanes on:

- Public streets
- Private roads
- Parking lots
- Commercial, industrial, institutional, and multi-family properties

B. Fire lanes shall be required where:

1. Buildings are set back more than **100 feet from a public roadway**, or
2. Buildings exceed **30 feet in height and are set back more than 50 feet**, or
3. Required for access to:
  - Fire hydrants
  - Fire department connections
  - Fire protection systems

These thresholds are consistent with common NY municipal and fire code practices

## **SECTION 5. FIRE LANE DESIGN STANDARDS**

All fire lanes shall meet the following minimum requirements:

### **A. Dimensions & Access**

- Minimum unobstructed width: **20 feet**
- Vertical clearance: **13 feet 6 inches minimum**
- Capable of supporting fire apparatus loads
- Turnarounds required where access exceeds 300 feet (cul-de-sac or approved alternative)

### **B. Location Requirements**

- Located to provide access to:
  - All sides of buildings where required
  - Fire hydrants (minimum 15-foot clearance recommended)
- Within reasonable proximity to building entrances and fire protection systems

### **C. Surface**

- All-weather, hard surface (asphalt, concrete, or approved equivalent)

## **SECTION 6. MARKING AND SIGNAGE**

A. Fire lanes shall be clearly identified by:

1. **Signs reading:**
  - “NO PARKING – FIRE LANE”
2. Reflective signage posted at regular intervals
3. Yellow pavement striping or curbing

B. Signage shall comply with:

- NYS Uniform Traffic Control standards
- Fire Code signage practices (minimum size and visibility)

C. Lack of signage **shall not excuse violations** where a fire lane is otherwise designated under this law or code authority

## **SECTION 7. PROHIBITED ACTS**

No person shall:

1. Park, stand, or stop a vehicle in a fire lane
2. Obstruct a fire lane or fire zone in any manner
3. Block access to:
  - Fire hydrants
  - Fire department connections
  - Emergency access points

Fire lanes must remain unobstructed at all times

## **SECTION 8. PROPERTY OWNER RESPONSIBILITIES**

Property owners shall:

1. Maintain fire lanes free of obstruction
2. Install and maintain required signage and markings
3. Ensure snow, debris, or storage does not obstruct fire lanes
4. Submit site plans showing fire lanes for approval during development

Failure to maintain fire lanes shall constitute a violation.

## **SECTION 9. PLAN REVIEW AND APPROVAL**

A. All site plans subject to Planning Board or Code Enforcement review shall include:

- Fire lane layout
- Turning radius analysis (if applicable)
- Access to fire protection systems

B. The Fire Chief or designee shall review and approve fire lane design prior to:

- Building permit issuance
- Certificate of occupancy

## **SECTION 10. ENFORCEMENT**

This Local Law shall be enforced by:

- Fire Department
- Police Department
- Code Enforcement Officer

Authorized personnel may:

- Issue appearance tickets
- Order immediate removal of obstructions
- Tow vehicles at owner's expense

## **SECTION 11. PENALTIES**

Any violation shall be subject to:

- Fine: **\$50 – \$250 per offense** (recommended scalable structure)
- Each day constitutes a separate offense
- Towing and administrative fees may apply

## **SECTION 12. SEVERABILITY**

If any part of this Local Law is found invalid, the remaining provisions shall remain in effect.

## **SECTION 13. EFFECTIVE DATE**

This Local Law shall take effect upon filing with the New York State Secretary of State.

Councilor \_\_\_\_\_ introduced the following and moved its adoption:

[RESOLUTION 9-8-2026]

RESOLVED, that the minutes from the April 21, 2026 Common Council Meeting are hereby approved and placed on file.

Seconded by Councilor \_\_\_\_\_ :

Ayes:

Nays:

State of New York  
County of Oswego ss:  
City of Fulton

I, Misty L. DeGroat, City Clerk/Chamberlain of the City of Fulton, New York do hereby certify that I have compared the foregoing copy of this resolution with the original in my possession and that the same is a true and complete transcript thereof. I further certify that said resolution was adopted at a meeting of the Common Council of the City of Fulton held on the 5th day of May, 2026.

In witness whereof, I have hereunto set my hand and seal of the City of Fulton, New York on the 6th day of May, 2026.

---

Misty L. DeGroat - City Clerk/Chamberlain

A REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF FULTON WAS HELD ON TUESDAY, APRIL 21, 2026 AT 7:00 P.M. IN THE COMMON COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING LOCATED AT 141 SOUTH FIRST STREET, FULTON, NEW YORK.

## PRESENT:

MAYOR	JAMES A. RICE
SECOND WARD COUNCILOR	RHONDA A. CAMPOLIETA – COUNCIL PRESIDENT
THIRD WARD COUNCILOR	DONALD R. PATRICK JR.
FOURTH WARD COUNCILOR	MARK T. SHERMAN
FIFTH WARD COUNCILOR	JOHN P. IORIO
SIXTH WARD COUNCILOR	BRANDI L. CLONCH

## EXCUSED:

FIRST WARD COUNCILOR	MARK D. WOODWORTH
----------------------	-------------------

**PLEDGE OF ALLEGIANCE****ROLL CALL: MISTY L. DEGROAT – CITY CLERK/CHAMBERLAIN****MAYORAL PROCLAMATION: FULTON BLOCK BUILDERS DAY****MAYORAL PROCLAMATION: PROFESSIONAL MUNICIPAL CLERKS WEEK****MAYORAL PROCLAMATION: ELKS YOUTH WEEK**

[RESOLUTION 8-1-2026]

NOTATION, that the resignation tendered by John Iorio as Fifth Ward Councilor for the City of Fulton effective April 8, 2026 is hereby entered into the minutes of this Common Council Meeting of April 21, 2026, as a matter of record.

[RESOLUTION 8-2-2026]

NOTATION: The appointment by Mayor James A. Rice of Dennis Merlino, 53 South 10th St, Fulton, New York to fill the vacancy of the Fifth Ward Common Councilor seat pursuant to the terms of Chapter C18 of the City of Fulton Charter is hereby entered into the minutes of this Common Council meeting of April 21, 2026 as a matter of record.

[RESOLUTION 8-3-2026]

WHEREAS, At the meeting held on April 7, 2026 the City Clerk/Chamberlain was authorized and directed to advertise for a Public Hearing to be held at 7:00 P.M. on April 21, 2026 in the Common Council Chambers of the Municipal Building, Fulton, New York, relative to amending Chapter 556-15, entitled Grant of exemption; schedule of eligibility, in the City Code.

WHEREAS, At the April 21, 2026 council meeting, Mayor Rice declared this public hearing open.

WHEREAS, Members of the public, members of the Common Council and all in attendance have been given an equal opportunity to express their written or oral comments regarding the proposed amendment to the City Code.

WHEREAS, Mayor Rice asked for a motion to close the public hearing, which was offered by

Councilor Sherman, second by Councilor Campolieta, and unanimously Carried.

Councilor Patrick introduced the following and moved to its adoption:

NOW THEREFORE BE IT RESOLVED, that the Common Council approves the proposed amendment of Chapter 556-15, entitled Grant of exemption; schedule of eligibility, in the City Code

Seconded by Councilor Sherman:

## ROLL CALL VOTE:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch

Nays:

Excused: Councilor Woodworth

Motion carried.

[RESOLUTION 8-4-2026]

WHEREAS, At the meeting held on April 7, 2026 the City Clerk/Chamberlain was authorized and directed to advertise for a Public Hearing to be held at 7:00 P.M. on April 21, 2026 in the Common Council Chambers of the Municipal Building, Fulton, New York, relative to amending Chapter 624-7, New Service, in the City Code.

WHEREAS, At the April 21, 2026 council meeting, Mayor Rice declared this public hearing open.

WHEREAS, Members of the public, members of the Common Council and all in attendance have been given an equal opportunity to express their written or oral comments regarding the proposed amendment to the City Code.

WHEREAS, Mayor Rice asked for a motion to close the public hearing, which was offered by

Councilor Clonch, second by Councilor Sherman, and unanimously Carried.

Councilor Clonch introduced the following and moved to its adoption:

NOW THEREFORE BE IT RESOLVED, that the Common Council approves the proposed amendment of Chapter 624-7, New Service, in the City Code.

Seconded by Councilor Sherman:

ROLL CALL VOTE:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch

Nays:

Excused: Councilor Woodworth

Motion carried.

Councilor Patrick introduced the following and moved its adoption:

[RESOLUTION 8-5-2026]

RESOLVED, that the minutes from the April 7, 2026 Common Council Meeting are hereby approved and placed on file.

Seconded by Councilor Clonch:

Ayes: Councilors Campolieta, Patrick, Sherman, Clonch

Nays:

Abstentions: Councilor Merlino

Excused: Councilor Woodworth

Motion carried.

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-6-2026]

RESOLVED, That the Clerk's Report from March 2026 in the amount of \$10,580.25 be received, approved and placed on file.

Seconded by Councilor Sherman:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch

Nays:

Excused: Councilor Woodworth

Motion carried.

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-7-2026]

WHEREAS, the City of Fulton applied for and was awarded a grant through the Restore NY Communities Initiative ("Restore NY"), administered by Empire State Development (ESD); and

WHEREAS, the purpose of this grant is to support the revitalization of commercial and residential properties, specifically the project located at 25-41 River Glenn Drive, Fulton, New York undertaken by N.E.T. & Die, Inc; and

WHEREAS, the City of Fulton acts as the municipal recipient for these funds to facilitate the proposed economic development and infrastructure improvements;

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk/Chamberlain is hereby authorized and directed to accept Restore NY grant funding in the amount of \$750,000.00 and upon receipt of the funds from the State of New York and satisfaction of all program compliance requirements, the City Clerk/Chamberlain is hereby authorized and directed to disburse the grant funding in the amount of \$750,000.00 to N.E.T. & Die, Inc.

BE IT FURTHER RESOLVED, that the City Clerk/Chamberlain is hereby directed to maintain all necessary financial records and project documentation to ensure compliance with Restore NY audit and reporting standards.

Seconded by Councilor Sherman:

ROLL CALL VOTE:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch

Nays:

Excused: Councilor Woodworth

Motion carried.

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-8-2026]

RESOLVED, That the City Clerk/Chamberlain is hereby authorized and directed to advertise for a Public Hearing to be held on Tuesday, May 5, 2026 at 7:00 PM in the Common Council Chambers of the Municipal Building, located at 141 South First Street, Fulton, New York relative to amending Chapter C70-6(E), entitled Receptacles and containers, in the City Code.

Seconded by Councilor Campolieta:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch  
Nays:  
Excused: Councilor Woodworth Motion carried.

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-9-2026]

RESOLVED, That the City Clerk/Chamberlain is hereby authorized and directed to advertise for a Public Hearing to be held on Tuesday, May 5, 2026 at 7:00 PM in the Common Council Chambers of the Municipal Building, located at 141 South First Street, Fulton, New York relative to amending Chapter 640-3, entitled Word usage; definitions in the City Code.

Seconded by Councilor Patrick:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch  
Nays:  
Excused: Councilor Woodworth Motion carried.

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-10-2026]

RESOLVED, That the City Clerk/Chamberlain is hereby authorized and directed to advertise for a Public Hearing to be held on Tuesday, May 5, 2026 at 7:00 PM in the Common Council Chambers of the Municipal Building, located at 141 South First Street, Fulton, New York relative to the addition of Chapter C-233, entitled Prior written notice of defects, in the City Code.

Seconded by Councilor Campolieta:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch  
Nays:  
Excused: Councilor Woodworth Motion carried.

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-11-2026]

RESOLVED, That the City Clerk/Chamberlain is hereby authorized and directed to advertise for a Public Hearing to be held on Tuesday, May 5, 2026 at 7:00 PM in the Common Council Chambers of the Municipal Building, located at 141 South First Street, Fulton, New York relative to the removal of Section C-230(B), entitled Limitations of actions, in the City Code.

Seconded by Councilor Campolieta:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch  
Nays:  
Excused: Councilor Woodworth Motion carried.

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-12-2026]

RESOLVED, That the City Clerk/Chamberlain is hereby authorized and directed to advertise for a Public Hearing to be held on Tuesday, May 5, 2026 at 7:00 PM in the Common Council Chambers of the Municipal Building, located at 141 South First Street, Fulton, New York relative to the amendment of Chapter 335, Article 1, entitled Fire Lanes in the City Code.

Seconded by Councilor Sherman:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch  
Nays:  
Excused: Councilor Woodworth

Motion carried.

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-13-2026]

RESOLVED, That the Mayor is authorized to enter into an exclusive right to sell contract with Century 21 Leah's Signature for the sale of the city owned property located at 518 Rochester St, Fulton, New York, Tax Map #236.57-05-07, from April 24, 2026 through October 24, 2026.

Seconded by Councilor Patrick:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch  
Nays:  
Excused: Councilor Woodworth

Motion carried.

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-14-2026]

RESOLVED, That the Mayor is authorized to enter into an exclusive right to sell contract with Century 21 Leah's Signature for the sale of the city owned property located at 610 Rochester St, Fulton, New York, Tax Map #236.57-05-13, from April 24, 2026 through October 24, 2026.

Seconded by Councilor Campolieta:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch  
Nays:  
Excused: Councilor Woodworth

Motion carried.

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-15-2026]

RESOLVED, That the Mayor is authorized to enter into an exclusive right to sell contract with Century 21 Leah's Signature for the sale of the city owned property located at 116 Lyon St, Fulton, New York, Tax Map #253.25-01-24, from April 24, 2026 through October 24, 2026.

Seconded by Councilor Campolieta:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch  
Nays:  
Excused: Councilor Woodworth

Motion carried.

Councilor Patrick introduced the following and moved its adoption:

[RESOLUTION 8-16-2026]

WHEREAS, a main located at or near the Oneida Street Bridge in the City of Fulton has experienced a failure; and

WHEREAS, to bid the Emergency Declaration near Oneida Street Bridge, would cause environmental and health issues and concerns due to the length of time involved in the bidding process; and

WHEREAS, pursuant to applicable provisions of New York State General Municipal Law and City procurement policies, emergency situations allow for the suspension of standard competitive bidding requirements when time is of the essence; and

NOW, THEREFOR BE IT RESOLVED, that the Mayor of the City of Fulton has declared that an emergency exists requiring immediate repair of the main at the Oneida Street Bridge; and

BE IT FURTHER RESOLVED, that the Department of Public Works is authorized and directed to take all necessary actions to respond to this emergency, including the procurement of equipment, materials, and services without the delay of standard bidding procedures; and

BE IT FURTHER RESOLVED, that all actions taken shall be documented and reported in accordance with applicable laws and regulations.

BE IT FURTHER RESOLVED, that said cost to be charged to the Sewer Fund.

Seconded by Councilor Clonch:

ROLL CALL VOTE:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch

Nays:

Excused: Councilor Woodworth

Motion carried.

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-17-2026]

RESOLVED, to enter into Executive Session to discuss matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person or persons.

Seconded by Councilor Campolieta:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch

Nays:

Excused: Councilor Woodworth

Motion carried.

***The Council entered Executive Session at 7:42 PM.***

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-18-2026]

RESOLVED, to reconvene from Executive Session into Regular Session.

Seconded by Councilor Campolieta:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch

Nays:

Excused: Councilor Woodworth

Motion carried.

***The Council reconvened from Executive Session at 8:11 PM.***

Councilor Clonch introduced the following and moved its adoption:

[RESOLUTION 8-19-2026]

RESOLVED, that this Common Council meeting be adjourned.

Seconded by Councilor Campolieta:

Ayes: Councilors Campolieta, Patrick, Sherman, Merlino, Clonch

Nays:

Excused: Councilor Woodworth

Motion carried.

I, MISTY L. DEGROAT, CITY CLERK/CHAMBERLAIN OF THE CITY OF FULTON, NEW YORK DO HEREBY CERTIFY THAT I HAVE COMPARED THE FOREGOING COPY OF THESE RESOLUTIONS WITH THE ORIGINALS IN MY POSSESSION; I FURTHER CERTIFY THAT THE SAME ARE TRUE AND COMPLETE TRANSCRIPTS THEREOF. I FURTHER CERTIFY THAT SAID RESOLUTIONS WERE ADOPTED AT A MEETING OF THE COMMON COUNCIL OF THE CITY OF FULTON HELD ON THE 7TH DAY OF APRIL, 2026. IN WITNESS WHEREOF; I HAVE HEREUNTO SET MY HAND AND SEAL OF THE CITY OF FULTON, NEW YORK ON THE 8TH DAY OF APRIL, 2026.

\_\_\_\_\_  
JAMES RICE - MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MISTY L. DEGROAT - CITY CLERK/CHAMBERLAIN

\_\_\_\_\_  
DATE

Councilor \_\_\_\_\_ introduced the following and moved its adoption:

[RESOLUTION 9-9-2026]

RESOLVED, that the Mayor be authorized to execute an agreement and all necessary documents to effectuate said agreement with Fulton Fury Baseball.

Seconded by Councilor \_\_\_\_\_ :

ROLL CALL VOTE:

Ayes:

Nays:

State of New York

County of Oswego ss:

City of Fulton

I, Misty L. DeGroat, City Clerk/Chamberlain of the City of Fulton, New York do hereby certify that I have compared the foregoing copy of this resolution with the original in my possession and that the same is a true and complete transcript thereof. I further certify that said resolution was adopted at a meeting of the Common Council of the City of Fulton held on the 5th day of May, 2026.

In witness whereof, I have hereunto set my hand and seal of the City of Fulton, New York on the 6th day of May, 2026.

---

Misty L. DeGroat - City Clerk/Chamberlain

## AGREEMENT FOR LEASE AND OPERATION OF YOUTH BASEBALL PROGRAM

### Foster Park Baseball Fields – City of Fulton

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Fulton, a municipal corporation with offices located at 141 South First Street, Fulton, New York (hereinafter referred to as the “City”), and Fulton Fury Baseball, a youth baseball organization (hereinafter referred to as the “Organization”).

#### 1. PURPOSE

The purpose of this Agreement is to permit the Organization to lease and utilize the Foster Park Baseball Fields for the operation of youth baseball programming, while assisting in the maintenance and upkeep of the facility.

#### 2. TERM

This Agreement shall be for a term beginning January 1, 2026 and ending December 31, 2034, unless terminated earlier as provided herein.

#### 3. LEASE PAYMENT

The Organization agrees to pay the City according to the following schedule:

- \$250 annually for the years 2026 through 2030

Payment shall be made annually on or before July 1st of each year.

#### 4. USE OF FACILITY

The Organization shall:

- Organize and operate youth baseball programming at Foster Park Baseball Fields
- Schedule games, practices, and related activities
- Ensure proper supervision and conduct of participants and spectators

#### Field Rental Control:

The Organization shall have the ability to manage and control third-party rentals of the baseball fields, including scheduling and coordination. Any rentals must be consistent with City policies and may not conflict with City use.

#### City Use:

The City of Fulton reserves the right to utilize the fields at any time for City-related programming, events, or activities.

#### 5. ORGANIZATION RESPONSIBILITIES

The Organization agrees to maintain the baseball field facilities and keep the facility in a safe and usable condition.

#### 6. FACILITY IMPROVEMENTS

The Organization may make upgrades only with prior written approval from the Parks and Recreation Director. All improvements become property of the City.

#### 7. CITY RESPONSIBILITIES

The City agrees to maintain surrounding park areas, remove garbage, maintain parking lot, and mow fields.

#### 8. ACCESS TO CITY FACILITIES

The Organization shall be granted use of City facilities at no cost for indoor practices, meetings, and activities.

#### 9. INSURANCE & LIABILITY

The Organization shall maintain a minimum \$1,000,000 liability policy, name the City as additional insured, and provide proof annually.

10. TERMINATION

Either party may terminate with 30 days written notice.

11. GENERAL CONDITIONS

This Agreement is non-transferable and must comply with all laws.

12. SIGNATURES

City of Fulton

By: \_\_\_\_\_

Date: \_\_\_\_\_

Fulton Fury Baseball

By: \_\_\_\_\_

Date: \_\_\_\_\_

Councilor \_\_\_\_\_ introduced the following and moved its adoption:

[RESOLUTION 9-10-2026]

RESOLVED, That the Mayor is authorized to enter into an exclusive right to sell contract with Century 21 Leah's Signature for the sale of the city owned property located at 724 Ontario St, Fulton, New York, Tax Map #236.49-01-14, from May 12, 2026 through November 12, 2026.

Seconded by Councilor \_\_\_\_\_ :

ROLL CALL VOTE:

Ayes:

Nays:

State of New York  
County of Oswego ss:  
City of Fulton

I, Misty L. DeGroat, City Clerk/Chamberlain of the City of Fulton, New York do hereby certify that I have compared the foregoing copy of this resolution with the original in my possession and that the same is a true and complete transcript thereof. I further certify that said resolution was adopted at a meeting of the Common Council of the City of Fulton held on the 5th day of May, 2026.

In witness whereof, I have hereunto set my hand and seal of the City of Fulton, New York on the 6th day of May, 2026.

---

Misty L. DeGroat - City Clerk/Chamberlain

**EXCLUSIVE RIGHT TO SELL AGREEMENT**  
Approved as to form by the Central New York Information Service, Inc. (CNYIS)

Compensation is not set by law or any REALTOR® Association or MLS and that compensation to Broker is fully negotiable between the Seller and the Broker. This is a legally binding contract. If you have any questions concerning this contract, you should consult an attorney before signing it.

Property Address: 724 Ontario St Fulton NY 13069  
Seller: City of Fulton Tax Map#: 236.49-01-14  
Seller: \_\_\_\_\_ Phone: \_\_\_\_\_  
Seller's address: 141 S 1st St Fulton, NY 13069  
Listing Broker: Century 21 Leah's Signature Phone: 315-598-1165  
Listing Agent: Patrick D Haggerty Phone: 315-592-8545

**Definitions:** In compliance with Regulation 175.24 under Article 12-A of the NYS Real Property Law the following is an "EXPLANATION: An "exclusive right to sell" listing means that if you, the Owner of the Property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the owner of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker."

\_\_\_\_ (Seller Initials) \_\_\_\_ (Seller Initials) "I have read and understand the definitions stated above."

The Multiple Listing System ("MLS") is the orderly correlation and on-line dissemination of listing information to the Brokers enabling them to share information and work together to better facilitate and execute real estate transactions so they may better serve the buying and selling public.

**1. Grant of Exclusive Right to Sell/Term of Listing:** In consideration of the Listing Broker submitting information about the Property into the MLS, the undersigned Seller (the word Seller refers to each and all parties who have an interest in the property and the undersigned represent that they are the sole and exclusive owners and/or are fully authorized to enter into this agreement) hereby grants to said Listing Broker, the exclusive right to sell the Property for \$ 40,000.00, from 5/12/2026 ("list date") until 11/12/2026 ("expiration date") ("term of the listing") and to offer cooperation to all members of CNYIS and Cooperating Brokers. Seller hereby instructs Listing Broker to submit this listing to the MLS System within 24 hours of the list date for circulation to all members of the service. Listings are subject to the rules and regulations of the service. If on such expiration date, there is a pending contract of sale in effect and the transaction has not closed, this agreement shall continue in effect beyond the expiration date through the date of closing or earlier termination of contract, whichever first occurs.

**2. Fair Housing – Home Seller's Responsibility:** As the Seller, you agree not to discriminate in the sale, rental or financing of your property, nor can you do so through your real estate broker or salesperson who are also bound by anti-discrimination laws. For more information on Fair Housing Act Rights and Responsibilities, please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>

**3. Property Information:** As the Seller of residential real property, Seller understands that they must complete and sign a Property Condition Disclosure Statement (PCDS) as required by Section 462 of the NYS Real Property Law. Except as is provided in Section 463, every seller of residential real property pursuant to a real estate purchase contract shall complete and sign a PCDS and cause it, or a copy thereof, to be delivered to a buyer prior to buyer's signing a binding contract of sale. A copy of the PCDS containing the signatures of both seller and buyer shall be attached to the real estate purchase contract. Nothing contained in this disclosure statement is intended to prevent the parties to a contract of sale from entering into agreements of any kind or nature with respect to the physical condition of the property to be sold, including, but not limited to, agreements for the sale of real property "as is". Seller should seek the advice of their attorney about completing the PCDS.

Seller will provide a signed MLS Property Data Form and certify that the information provided is accurate to the best of the Seller's knowledge. If the residential dwelling was constructed prior to 1978, the Seller must complete the Federally mandated Lead Paint Disclosure Addendum. Seller to provide working smoke and carbon monoxide detectors as prescribed by law prior to closing.

**4. Listening Devices:** Penal Law Section 250.05: "A person is guilty of eavesdropping when he unlawfully engages in wiretapping, mechanical overhearing of a conversation or intercepting or accessing of an electronic communication. The crime of eavesdropping is a Class E felony." Penal Law 250.00(2) defines mechanical overhearing of a conversation as "the intentional overhearing or recording of a conversation or discussion, without the consent of at least one party thereto, by a person not present thereat, by means of any instrument, device or equipment."

**5. Seller's Authorizations and Obligations:** Seller grants to Listing Broker full discretion to determine the appropriate marketing approach for the Property. Listing Broker will undertake to find a ready, willing and able Buyer and in order to do so may engage in public marketing which may include, but not limited to, advertising, showing of said Property and/or conducting open houses, creating flyers displayed in windows, installing yard signs, creating digital marketing on public facing websites, creating brokerage website displays

Property. 724 Ontario St Fulton NY 13069

(including IDX and VOW), digital communication marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. If any public marketing of the property is done, the Listing Broker must submit the listing to the MLS.

**A. Seller Listing Options:**

Seller agrees to allow the use of a lockbox or to provide keys to the Property to Cooperating Brokers and permit showings of the Property at any reasonable hour. Seller understands that providing a key and/or use of lockbox to the Property does not in any way make Listing Broker the custodian of said Property or responsible thereof. Seller agrees to refer any and all inquiries concerning said Property to Listing Broker. Seller understands that in order to facilitate the sale of said property, Seller hereby authorizes:

(Seller initial all that apply)

\_\_\_\_\_ the use of a lockbox

\_\_\_\_\_ photographing and/or filming of interior and/or exterior of the property and the use of such in promoting its sale

\_\_\_\_\_ the placement of a FOR SALE sign on the property

Seller hereby assigns to Listing Broker any and all rights to the listing content, which includes but is not limited to the following elements: photographs, films, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information, and any other copyrightable elements relating to the Property ("Listing Content"). Seller authorizes the distribution of the Listing Content. Seller also authorizes CNYIS to receive compensation for the distribution of this information.

Seller acknowledges that CNYIS brokers may publish listings of other CNYIS and participant brokers on their web sites, except if a Seller prohibits the distribution of such information. Subject to Section B below, Broker's website may also allow third parties to (i) write comments or reviews about the Property or display a hyperlink to comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the Property (or hyperlink to such estimate) or other listings in immediate conjunction with the Property.

**B. Seller Hyperlink Options:**

Seller [ ] authorizes [X] does not authorize third-parties to write comments or reviews about the Property or provide hyperlinks to comments or reviews to any property in immediate conjunction with the Property. (Referred to on Property Data Form as TPC Y/N)

Seller [ ] authorizes [X] does not authorize an automated estimate of the market value of the Property (or any hyperlink to such estimate) or any property in immediate conjunction with the listing. (Referred to on Property Data Form as AVN Y/N)

\_\_\_\_\_ (Seller's Initials) \_\_\_\_\_ (Seller's Initials)

**C. Seller Internet Options:**

Seller [X] authorizes [ ] does not authorize Property to be displayed on the Internet. Seller understands and acknowledges by not displaying the Property on the Internet, consumers who conduct Internet searches for listings will not see information about the Property.

Seller has advised Listing Broker that Seller [X] does [ ] does not want the address of the Property displayed on the Internet.

\_\_\_\_\_ (Seller's Initials) \_\_\_\_\_ (Seller's Initials)

**6. Maintenance of Property During Listing Period:** Listing Broker is not the caretaker of the Property and is not responsible for maintenance or utilities. Seller shall make arrangements for snow removal and lawn maintenance. For vacant properties, arrangements should be made for third parties to inspect the property regularly and report any problems to Seller. Broker is not responsible for the condition of the property.

**7. Contract To Purchase Contingencies:** Seller agrees to accept a contract to purchase contingent, for a reasonable period of time, on Buyer's ability to finance the purchase price by any of the prevailing methods of mortgage financing, and on Buyer's ability to obtain inspections by a New York State Licensed Home Inspector, Architect or Engineer and radon tests.

**8. Association and Multiple Listing Service are not Agents:** Seller understands and agrees that Greater Syracuse Association of REALTORS® and CNYIS are not Seller's agents and that none of the terms of this agreement shall make them Seller's agents.

Property. 724 Ontario St Fulton NY 13069

**9. Broker Compensation:** Seller agrees the Broker fee will be due and payable to as hereinafter set forth:

(a) If prior to the expiration date, a Buyer for the property is secured by Seller or by any other person at the sale price and terms contained in this contract or for any other sales price and terms acceptable to Seller or Seller agrees to sell, transfer or exchange the property, or

(b) If, within 180 days after the expiration date (the protection period), Seller agrees to sell, transfer or exchange said Property to or with any person to whom the Property had been shown during the term of the listing, Seller will pay Broker Compensation as if Broker had arranged the transaction. However, Seller shall not be obligated to pay such compensation if during the protection period a valid listing agreement is entered into in good faith with another licensed real estate Broker for the sale, lease or exchange of Property.

(c) Seller hereby authorizes and directs that the Broker Compensation, or the balance thereof after deducting from said fee the earnest money deposit held by Broker, shall be paid from the proceeds of the sale of the Property at the time of closing. Broker's delivery of its commission statement to Seller's attorney, lender's attorney or any other settlement agent shall constitute instructions to said person to pay the commission due from any closing proceeds. In the event the proceeds are insufficient, the balance shall be paid by Seller by cashier's check issued by any bank, credit union or savings and loan association.

(d) At the time of closing, you may be required to deposit the Broker's commission with the County Clerk in the event that you do not pay the Broker his or her commission as set forth herein. Your obligation to deposit the Broker's commission with the County Clerk may be waived by the Broker.

(e).      /      PLEASE INITIAL: Seller understands that compensation is not set by law or any Realtor® Association or MLS and that compensation is fully negotiable between the Seller and the Listing Broker. An offer of compensation to the Cooperating Broker who produces the buyer for the listed property is not required. However, Seller may choose to offer compensation directly to the Cooperating Broker or through the Listing Broker to the Cooperating Broker. A Seller may receive requests for compensation from a Cooperating Broker as part of the purchase offer or separately. The Seller has the right to accept, reject or negotiate the amount of compensation being requested by the Cooperating Broker from the Seller.

**Listing Broker Compensation:**

Seller shall pay the Listing Broker compensation of 0 % of the selling price or a fee of \$ 0.00 at closing whichever is the greater sum unless modified in paragraph 9(b).

In the event of sub agency, dual agency, dual agency with designated sales agent, unrepresented buyer, or those buyers brought to the property by the seller, Seller shall pay the Listing Broker additional compensation of      % of the selling price or a fee of \$      at closing whichever is the greater sum. (For explanation of the types of agencies, please see NYS Agency Disclosure Form).

*In the event of a sale price under \$30,000:	\$500.00
In the event of a sale price between \$30,000-\$50,000:	\$675.00
In the event of a sale price over \$50,000:	2.5%

**Cooperating Broker Compensation:** (select one option below)

Seller is offering compensation to Cooperating Broker of      % of the selling price or a fee of \$      at closing.

Seller is not offering compensation to Cooperating Broker.

*In the event of a sale price under \$30,000:	\$500.00
In the event of a sale price between \$30,000-\$50,000:	\$675.00
In the event of a sale price over \$50,000:	2.5%

Said compensation shall be earned and payable under any of the following conditions: (a) If the Listing Broker or Cooperating Broker produces a buyer ready willing and able to purchase the Property on such terms and conditions acceptable to the Seller: (b) If through the Listing Broker or Cooperating Broker's efforts a buyer and seller reach an agreement upon all the essential terms of a transaction: (c) If the property is sold or rented during the term of this Listing Agreement whether or not the sale or rental is a result of the Listing Brokers efforts and even if the Property is sold as a result of the efforts of the Seller or any other broker or agent not acting under this Listing Agreement.

**10. Application of Deposit:** The deposit that shall be made under the terms of the Buyer's Contract of Sale (the "earnest money deposit") shall be placed in a non-interest bearing escrow account until closing or cancellation of the purchase contract evidenced by a release signed by all parties and their brokers, or Court Order. The Broker shall apply and pay any deposits or other money received as part of the purchase price toward any Brokerage fee which may be due under this agreement.

**11. Negotiation, Presentation and Subsequent Contracts to Purchase:**

Seller authorizes all negotiations of contracts through [ ] Listing Broker Only [ ] Seller directly

Cooperating brokers are permitted to be present at purchase offer presentation with the Seller unless otherwise specified by Seller in writing.

Once a contract has been signed by all parties, Broker has an obligation to disclose the existence of the contract, including offers with unresolved contingencies, to any broker seeking cooperation. Broker shall continue to submit to Seller all offers and counter-offers until closing, or execution of a lease, unless Seller waives this obligation in writing. Broker shall not be obligated to continue to market the property after an offer has been accepted by Seller. Consult with your attorney before accepting any subsequent Contracts to Purchase as you may have additional liability on both Contracts to Purchase.

**12. Rental of Property:** Should the Seller desire to rent the property during the period of this agreement, the Listing Broker is hereby granted the sole and exclusive right to rent the Property and to place a "For Rent" sign upon the property. The Seller agrees to pay the Listing Broker a rental commission of \_\_\_\_\_. The commission for the term of the lease is due and payable (check one) \_\_\_ upon execution of the lease \_\_\_ upon date of occupancy. The commission for any renewal of the lease is due and payable upon the commencement of the new term. In the event that the property is sold during the term of the lease the Brokerage Compensation under paragraph 9 above shall be due and payable.

**13. Termination:** Seller understands that if Seller terminates Listing Broker's authority prior to the expiration date or through the protection period, if applicable, Listing Broker shall retain its contract rights (including, but not limited to, recovery of its Brokerage Compensation, advertising expenses and/or any other damages incurred).

**14. Notice:** Any notice or request required or agreed to be given under this Contract shall be sufficiently given if it is in writing and signed by the party giving it, or that party's attorney or real estate agent. Service of any such notice shall be completed upon receipt of such notice by the other party, or that party's attorney or real estate agent, and may be personally delivered, transmitted by facsimile, emailed, delivered by courier, or mailed. Unless otherwise agreed, for the purposes of this Contract, signatures transmitted by facsimile or email shall have the same force and effect as original signatures.

**15. Default:** If the Seller shall default in the observation or performance of any term or covenant on the Seller's part to be observed or performed under or by virtue of any of the terms or provisions of this Contract and if the Broker, in connection with any said default, makes any expenditure or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceeding, then such sums so paid or obligations incurred shall be paid by the Seller to the Broker.

**16. Dual Agency:**

**A. Disclosure of Potential Conflicts With Other Clients of Broker:** Seller acknowledges that Broker has disclosed and discussed the possibility that:

1. Other potential sellers have listed or may list their property with the Broker which may involve the sale or lease of similar property as Broker is attempting to market on Seller's behalf.
2. Potential buyers have entered into or may enter into agency agreements with Broker which may involve an attempt to purchase or lease similar property Broker is attempting to sell or lease on Seller's behalf.

Seller consents to Broker's representation of other seller and buyer clients.

**B. Consent to Potential Dual Agency:** Seller further provides consent to a dual agency representation of both Seller and a buyer client of Broker who may be interested in purchasing Seller's property, with the understanding that the buyer and the Seller will each have the opportunity to determine, at that time, whether to authorize Broker to proceed as a dual agent or not. Seller understands that in a dual agency representation Broker cannot provide the full range of fiduciary duties, including individual loyalty to either party, but that Seller will continue to be provided with Broker's good faith and honest efforts and that the confidentiality of the information Seller imparts to Broker will be preserved.

**C. Broker Duty to Disclose Specific Conflicts:** If any buyer client of Broker expresses an interest in Seller's property or properties, Broker shall immediately notify the buyer and Seller of the pertinent facts, including that a potential dual agency situation has arisen and that the following options are available:

1. Buyer may become a customer rather than a client of Broker.
2. Buyer may be released from their agency agreement with Broker and may secure representation from another Broker and/or lawyer.
3. With informed consent, both the buyer and seller may elect to continue with Broker serving as a dual agent. If both parties do not consent to dual agency, other arrangements must be made, as set forth above.

Property. 724 Ontario St Fulton NY 13069

**D. Broker Duty When Acting as a Dual Agent:** Broker may not advocate the interest of one client over the other and may not without express permission of the respective party, disclose to the other party that seller will accept a price less than the listed price, or that buyer will pay a price greater than the offered price. Broker's position as a dual agent shall be neutral and evenhanded with respect to both parties. Broker may act as a mediator between the parties.

**17. Entire Agreement:** Seller has read and understands this agreement and does hereby acknowledge receipt of a copy thereof. This contract contains the entire understanding of the parties and there are no promises, terms, conditions, representations, warranties, undertakings, or understandings by either Party to the other, except as expressly set forth in this Contract. No modification or waiver of any provision of this Contract shall be binding unless made in writing and signed by both Parties.

Seller: \_\_\_\_\_

Broker: Century 21 Leah's Signature

Seller: \_\_\_\_\_

By: Patrick D Haggerty

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This form has been prepared for the sole use of the Central New York Information Service, Inc. and its members. The Central New York Information Service, Inc., its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.



New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001

**CENTURY 21**  
Leah's Signature

Customer Service: (518) 474-4429  
www.dos.state.ny.us

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## **New York State Disclosure Form for Buyer and Seller**

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### **THIS IS NOT A CONTRACT**

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

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### **Disclosure Regarding Real Estate Agency Relationships**

#### **Seller's Agent**

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

#### **Buyer's Agent**

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

#### **Broker's Agents**

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

#### **Dual Agent**

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to





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## **New York State Housing Discrimination Disclosure Form**

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Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

**Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:**

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

### **YOU HAVE THE RIGHT TO FILE A COMPLAINT**

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: [www.dhr.ny.gov](http://www.dhr.ny.gov);
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website [https://www.dos.ny.gov/licensing/complaint\\_links.html](https://www.dos.ny.gov/licensing/complaint_links.html)
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



# Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

## New York State Housing Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Patrick D Haggerty (print name of Real Estate Salesperson/  
Broker) of Century 21 Leah's Signature (print name of Real Estate company, firm or brokerage)

(I)(We) \_\_\_\_\_

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



Councilor \_\_\_\_\_ introduced the following and moved its adoption:

[RESOLUTION 9-11-2026]

RESOLVED, that this Common Council meeting be adjourned.

Seconded by Councilor \_\_\_\_\_ :

Ayes:

Nays:

State of New York

County of Oswego ss:

City of Fulton

I, Misty L. DeGroat, City Clerk/Chamberlain of the City of Fulton, New York do hereby certify that I have compared the foregoing copy of this resolution with the original in my possession and that the same is a true and complete transcript thereof. I further certify that said resolution was adopted at a meeting of the Common Council of the City of Fulton held on the 5th day of May, 2026.

In witness whereof, I have hereunto set my hand and seal of the City of Fulton, New York on the 6th day of May, 2026.

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Misty L. DeGroat - City Clerk/Chamberlain