



**CITY OF ONEIDA**  
**MEETING OF THE COMMON COUNCIL**  
109 N. MAIN ST., ONEIDA, NY 13421

**AGENDA**

Date:	October 1, 2024	Presiding:	Rick Rossi, Mayor
Time:	6:30 p.m.	Clerk:	Sandy LaPera, City Clerk
Location:	Common Council Chambers	Meeting Type:	Regular <input checked="" type="checkbox"/> Special <input type="checkbox"/>

Call to Order/Pledge of Allegiance/Roll Call

**PUBLIC HEARING:** A Local Law amending Chapter 116 of the Oneida City Code regarding Peddling and solicitation

**PUBLIC COMMENT:** Limited to 3 minutes

**OLD BUSINESS:**

**REPORTS:**

- **MAYOR'S REPORT**

Approval of the Minutes: September 17, 2024

September 24, 2024-Special Meeting

Approval of Warrant: 20

Item	Title	Facilitator
1.	<b>RESCHEDULE MEETING:</b> approve to reschedule the regular November 5, 2024, meeting of the Common Council to Wednesday, November 6, 2024, due to Election Day	LAPERA
2.	<b>INTRODUCE LOCAL LAW:</b> to amend the annual income ranges for senior citizens as set forth in Chapter 165 of the Oneida City Code and creating a Cold War Veterans Exemption and schedule a Public Hearing for Tuesday, October 15, 2024, at 6:30 p.m. in Common Council Chambers, 109 N. Main St.	HITCHINGS
3.	<b>AGREEMENT:</b> authorize the Mayor to sign an agreement with the Sherrill-Kenwood Water District for the sale of water (wholesale)	MONAGHAN
4.	<b>AGREEMENT:</b> authorize the Mayor to sign an agreement with the Taberg and Lee Center-Taberg Road Water Districts (wholesale)	MONAGHAN

Item	Title	Facilitator
5.	<b>WAIVE FEE:</b> approve to waive the building permit fee for Tim Cowan-Eagle Scout Project, for the purpose of building a fishing deck at the end of Mt. Hope Reservoir	BURNETT
6.	<b>AGREEMENT:</b> authorize the Acting City Manager to sign an agreement with Civic Plus for the implementation of an upgrade to the City website	LAPERA
7.	<b>BUDGET TRANSFERS/AMENDMENTS:</b> to approve the following budget transfers and amendments as outlined by the Comptroller, or a third party duly retained by the City of Oneida to perform such services	WELLS
8.	<b>SALARY CHANGE:</b> authorize to change the rate of pay from \$33.04/hour to \$34.50/hour for the Assistant Water Maintenance Supervisor	MONAGHAN

**NEW BUSINESS:**

**EXECUTIVE SESSION:** To discuss pending litigation with possible action taken.

**MINUTES OF THE COMMON COUNCIL  
REGULAR MEETING  
OCTOBER 1, 2024**

A meeting of the Common Council of the City of Oneida, NY was held on the first day of October 2024 at 6:30 pm at the City of Oneida Common Council Chambers, 109 N. Main Street, Oneida NY 13421.

The meeting was called to order by Mayor Rick Rossi.

<u>Attendees</u>	<u>Present</u>	<u>Absent</u>	<u>Arrived Late</u>
Mayor Rossi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Szczerba	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Laureti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Hitchings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Winchell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Pagano	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Simchik	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____

**Also Present**

City Attorney Nadine Bell	<input type="checkbox"/>	Public Safety Comm. Dave Jones	<input type="checkbox"/>
City Clerk Sandy LaPera	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>
Fire Chief Scott Jones	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>
Police Chief Steve Lowell	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>

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Call to Order/Pledge of Allegiance/Roll Call

**PUBLIC HEARING:** A Local Law amending Chapter 116 of the Oneida City Code regarding Peddling and Solicitation

**OPEN PUBLIC HEARING  
AMEND CHAPTER 116 OF THE ONEIDA CITY CODE REGARDING PEDDLING AND SOLICITATION**

**RESOLUTION 24-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the Public Hearing to amend Chapter 116 of the Oneida City Code regarding Peddling and Solicitation is hereby opened at \_\_\_\_p.m.

Ayes:

Nays:

**MOTION CARRIED/FAILED**

**APPEARANCES**

**CLOSE PUBLIC HEARING  
AMEND CHAPTER 116 OF THE ONEIDA CITY CODE REGARDING PEDDLING AND SOLICITATION**

**RESOLUTION 24-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the Public Hearing to amend Chapter 116 of the Oneida City Code regarding Peddling and Solicitation is hereby closed at \_\_\_\_p.m.

Ayes:

Nays:

**MOTION CARRIED/FAILED**

**PUBLIC COMMENT:**

**OLD BUSINESS:**

**REPORTS:**

- Mayor's Report

**APPROVAL OF MINUTES**

Moved by Councilor

Seconded by Councilor

**RESOLVED**, that the minutes of the regular meeting of September 17, 2024, are hereby approved as presented.

Ayes:

Nays:

**MOTION CARRIED/FAILED**

**APPROVAL OF MINUTES**

Moved by Councilor

Seconded by Councilor

**RESOLVED**, that the minutes of the Special meeting of September 24, 2024, are hereby approved as presented.

Ayes:

Nays:

**MOTION CARRIED/FAILED**

## APPROVAL OF WARRANT

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that Warrant No. 20, checks and ACH payments in the amount of \$\_\_\_\_\_ as audited by the Voucher Committee are hereby approved for payment in the usual manner at the discretion of the Comptroller or a third party duly retained by the City of Oneida to perform such services.

Ayes:

Nays:

**MOTION CARRIED/FAILED**

1. RESCHEDULE MEETING-COMMON COUNCIL

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

**WHEREAS**, Election Day is scheduled for Tuesday, November 5, 2024, which is a regularly scheduled Common Council meeting time, **now therefore be it**

**RESOLVED**, that the first Common Council meeting in November shall be scheduled for Wednesday, November 6, 2024, at 6:30p.m.

Ayes:

Nays:

**MOTION CARRIED/FAILED**

2. INTRODUCE A LOCAL LAW AMENDING THE ANNUAL INCOME RANGES FOR SENIOR CITIZENS AS SET FORTH IN CHAPTER 165 OF THE ONEIDA CITY CODE AND CREATING A COLD WAR VETERANS EXEMPTION-SCHEDULE PUBLIC HEARING

**RESOLUTION 24-**

Moved by Councilor

Seconded by Councilor

**WHEREAS**, the proposed Local Law has been introduced and will be considered for enactment pursuant to the provisions of the Municipal Home Rule Law; and

**WHEREAS**, the proposed Local Law is intended to amend the annual income ranges for senior citizens as set forth in Chapter 165 of the Oneida City Code and to create a Cold War Veterans exemption; and

**WHEREAS**, no other agency has the legal authority or jurisdiction to approve or directly undertake the enactment of local laws in the City of Oneida, such that there are no other involved agencies within the meaning of the New York State Environmental Quality Review Act (SEQR) with respect to the proposed enactment of said Local Law.

**NOW, THEREFORE**, it is

**RESOLVED AND DETERMINED**, that there are no other involved agencies, that the Common Council shall act as lead agency and that the enactment of this proposed Local Law is a Type II action under SEQR, thus concluding the environmental review process; and be it further

**RESOLVED AND DETERMINED**, that the Common Council shall conduct a public hearing as to the enactment of the proposed Local Law at the Oneida City Hall located at 109 North Main Street, Oneida, New York on October 15, 2024, at 6:30 p.m., or as soon thereafter as the matter can be heard, at which time all persons interested in the subject shall be heard; and it is further

**RESOLVED**, that notice of said public hearing shall be provided at least five (5) days prior to the date of said public hearing in a newspaper of general circulation within the City of Oneida.

Ayes:

Nays:

**MOTION CARRIED/FAILED**



**CITY OF ONEIDA  
LOCAL LAW 2024**

**A LOCAL LAW AMENDING THE ANNUAL INCOME RANGES FOR SENIOR CITIZENS AS SET FORTH IN  
CHAPTER 165 OF THE ONEIDA CITY CODE AND CREATING A COLD WAR VETERANS EXEMPTION**

Be it enacted by the Common Council of the City of Oneida, as follows:

**Section 1.**

So that the annual income ranges for persons 65 years of age or over as listed in Section 165-2 of the Oneida City Code, titled "Conditions for exemption," Subsection A(1), shall be revised, in its entirety as follows:

"No exemption shall be granted:

- A. If the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the sum of \$37,000.00.

(1) Income in a lesser amount, subject to the provisions of this article, shall entitle owner or owners to an exemption according to the following schedule:

<b>Annual Income</b>	<b>Percentage Assessed Valuation Exempt from Taxation</b>
\$29,000 and less	50%
\$29,001 - \$30,000	45%
\$30,001 - \$31,000	40%
\$31,001 - \$32,000	35%
\$32,001 - \$33,000	30%
\$33,001 - \$34,000	25%
\$34,001 - \$35,000	20%
\$35,001 - \$36,000	15%
\$36,001 - \$37,000	10%"

**Section 2.**

So that the title of Article VI of Chapter 165 is hereby amended to read "Article VI Veteran Exemptions," and Subsection A of Section 165-14 is hereby amended in its entirety, so as to read as follows:

**"A. Exemptions.**

1. An Alternative Veteran's exemption is hereby provided for and ordained on real property taxes in the City of Oneida pursuant to § 458-a of the Real Property Tax Law, but subject to the qualifications, limitations and application procedures stated in said section.
2. A Cold War Veteran's exemption is hereby provided for and ordained on real property taxes in the City of Oneida pursuant to § 458-b of the Real Property Tax Law, but subject to the qualifications, limitations and application procedures stated in said section."

**Section 3. Effective Date**

This Local Law shall take effect upon filing with the office of the Secretary of State of the State of New York, as provided in Section 27 of the Municipal Home Rule Law."

3. AGREEMENT-SHERRILL-KENWOOD WATER DISTRICT

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

**RESOLVED**, to authorize the Mayor to sign an agreement with the Sherrill-Kenwood Water District for the sale and delivery of water (wholesale) to the District.

Ayes:

Nays:

**MOTION CARRIED/FAILED**

## 2025-2032 SHERRILL-KENWOOD SUPPLY AGREEMENT

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THIS AGREEMENT, MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, by and between the **CITY OF ONEIDA, NEW YORK**, a municipal corporation located in the County of Madison and State of New York and hereinafter referred to as the "CITY", and the **SHERRILL-KENWOOD WATER DISTRICT**, a water district organized under and pursuant to the Laws of the State of New York, and located in the counties of Oneida and Madison, and hereinafter referred to as the "DISTRICT".

### WITNESSETH:

That the parties hereto, in consideration of covenants and agreements hereinafter contained, do hereby covenant and agree, each with the other, as follows:

1. That the CITY shall properly keep and maintain in repair, at its own cost and expense, the present system of water mains, including the water meter, meter house, and accessories, in, by and through which said DISTRICT presently obtains water from said CITY.
2. During the term of this Agreement, the CITY covenants and agrees that it shall sell and deliver to the DISTRICT from the present system of mains to the meter house in Sherrill, New York adjacent to Taylor Brook, from the CITY's Florence Creek water supply, such an amount of water not to exceed six hundred fifty thousand (650,000) gallons per day on an average monthly basis, except in the case of temporary scarcity of water.
3. The DISTRICT covenants and agrees that it shall continue to use the water that it purchases from the CITY as its sole source of water during the term of this Agreement, covering the DISTRICT'S requirements of up to six hundred fifty thousand (650,000) gallons per day (monthly average). Nothing herein shall be construed to prohibit the procurement by the DISTRICT of supplemental sources of supply to meet needs in excess of six hundred fifty thousand (650,000) gallons per day (monthly average) or covering circumstances in which the CITY is unable to meet the volume agreed to herein.
4. The rate DISTRICT agrees to pay and the CITY agrees to accept for all water taken and delivered as aforesaid, shall be determined as hereinafter described.
5. The CITY shall prepare its budget for the Water Department for the calendar year. Using said budget, the base water rate for the calendar year shall be determined using the method outlined in Appendix A, "Future Water Rate Adjustments," as it appears in the Water Rate Study prepared by O'Brien and Gere Engineers, Inc., dated November 1979. Said report being the same report as received and placed on file by the Common Council of CITY in December 1979.
6. The said base water rate shall be multiplied by a factor of 1.08, with this surcharge appropriated to a reserve fund for future capital improvements to benefit both the CITY and DISTRICT. This shall be the water rate for all water taken and delivered to DISTRICT below an average daily consumption of six hundred fifty thousand (650,000) gallons per day on an average monthly basis.
7. Should the DISTRICT exceed an average daily consumption of six hundred fifty thousand (650,000) gallons per day, on an average monthly basis for a period of one month, the DISTRICT shall pay an excess demand charge, equal to a ten per centum (10%) surcharge on the

## 2025-2032 SHERRILL-KENWOOD SUPPLY AGREEMENT

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above water rate, for all water use greater than an average of six hundred fifty thousand (650,000) gals per day, on an average monthly basis. The excess demand charge shall not apply if the average daily consumption is over the six hundred fifty thousand (650,000) gallon limit as a result of a natural disaster, such as a major fire, or a water main break.

8. The said tentative water rate and any surcharge as determined by the CITY for the following year shall be presented to the DISTRICT for comment by October 1. Any objections to the proposed water rate and surcharge or the method by which it was calculated shall be made in writing to the Mayor of the CITY within thirty (30) calendar days of receipt of the rate and surcharge by said DISTRICT.

9. The CITY shall bill and the DISTRICT shall pay for all water taken and delivered as aforesaid on a monthly basis. Upon reading the meter for the DISTRICT, which is installed in the main of the DISTRICT south of Taylor Brook in the present main system ("Meter"), the CITY shall submit to the DISTRICT a bill based thereon on or before the 5<sup>th</sup> day of each month. In the event said bill is issued after the 5<sup>th</sup> day of the month, the DISTRICT shall have the same number of additional days after the 25<sup>th</sup> of said month before receiving a penalty thereon. Payments not received by the 25<sup>th</sup> day of the month of billing shall receive a ten per centum (10%) penalty thereon. The amount of water delivered by CITY and to be paid for by DISTRICT is to be determined by the readings of the Meter subject to suitable checking by the CITY from time to time, but not less than once per year, with results provided to the DISTRICT.

10. In the event the Meter fails to register properly, the bill shall be based on water consumption for the same period during the previous calendar year, multiplied by any increased or reduced factor as agreed upon in writing by the CITY and DISTRICT.

11. It is mutually agreed that the portion of the main pipe line heretofore constructed by the DISTRICT, lying between the easterly boundary of the Village of Oneida Castle and the Meter, shall remain under the control of CITY and shall be maintained and kept in repair by CITY. It is further mutually agreed that CITY shall have the exclusive right to tap said main at any point between Oneida Castle's east line and the Meter and to sell water therefrom to any and all consumers as it may desire and to collect all revenue from such sales, subject to the condition, however, that in case of a consumer using more than seventy-five thousand (75,000) gallons per day, approval shall be first obtained from the DISTRICT, which approval shall not be unreasonably withheld.

12. The DISTRICT covenants that it shall not hold the CITY responsible for any damages that it may sustain through the failure of the CITY to deliver an adequate supply of water to the DISTRICT by reason of the failure of water supply through causes beyond human control, such as unusual droughts, the breaking of mains or the reservoir dam, or equipment failure.

13. The DISTRICT covenants and agrees that it shall not draw water at a rate greater than one thousand four hundred (1,400) gallons per minute at any time, unless prior approval is first obtained from the CITY.

14. The CITY covenants and agrees that it shall not enter into any contract or undertaking which shall jeopardize the rights of the DISTRICT or adversely affect the water supply to the

## 2025-2032 SHERRILL-KENWOOD SUPPLY AGREEMENT

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DISTRICT by reduction of pressure and quality under this Agreement; nor prevent the CITY from fully and properly carrying out the provisions of this Agreement.

15. The DISTRICT agrees that it shall maintain an agreement with and an emergency connection with the Village of Vernon. Consumption from the Village of Vernon under emergency conditions through this connection shall not be considered for supply limits (paragraph 2), or excess demand charge (paragraph 7) or volume that base rate calculations are utilized (paragraph 6).

16. The DISTRICT shall purchase all of its water from the CITY and the DISTRICT shall not provide further treatment to the water other than chlorination, recognizing that:

- A. That the water systems of both parties shall be considered consecutive for inorganic, organic, radiological and physical quality and entry point turbidity.
- B. That the water systems of both parties shall not be considered consecutive for microbiological, distribution turbidity, and disinfection by-products.
- C. That the CITY shall collect water samples as required by New York State Department of Health in Section 5 of the Sanitary Code, excluding microbiological samples and other routine monitoring samples such as chlorine residual, distribution asbestos monitoring, turbidity, and other distribution samples as may be added from time to time by new regulations.
- D. That the CITY shall record the results of the water sample analyses and make all reports as designated by New York State Department of Health for samples taken by said CITY. The DISTRICT shall report the results of the samples that it takes, including the monthly operating report.
- E. That both parties shall perform the required public notification of maximum contaminant level violation for inorganic, organic, entry point turbidity, radiological or physical quality if it occurs in either system, as set forth in Subpart 5-1 of the New York State Sanitary Code
- F. That if a microbiological maximum contaminant level is violated, public notification shall be made by the party whose water system was in violation.

17. The CITY or the DISTRICT may by written notice to the other party re-open this Agreement to negotiate changes it deems reasonably necessary. Representatives of each party shall meet at a mutually convenient time within 30 days of the date of such notice. In the notice, the requesting party shall describe the provisions of this Agreement it proposes to amend. The parties shall negotiate in good faith and endeavor to reach a mutually acceptable solution. When a tentative agreement is reached, it shall be submitted to the governing body of each party for the formal approval and ratification, and this Agreement shall then be deemed amended accordingly.

## 2025-2032 SHERRILL-KENWOOD SUPPLY AGREEMENT

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18. By this Agreement, the CITY undertakes only to perform the services set forth herein and the DISTRICT retains the full responsibility for the operation of the DISTRICT water system. Each party shall remain responsible for its own negligence, wrongdoing, actions or omissions, and shall reciprocally indemnify the other as follows: Regarding the operations and responsibilities concerning this Agreement, the CITY, to the fullest extent allowable by law, further covenants and agrees to indemnify, defend and hold harmless the DISTRICT, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the CITY in connection with this Agreement. The DISTRICT, to the fullest extent allowable by law, covenants and agrees to indemnify, defend and hold harmless the CITY, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the DISTRICT in connection with this Agreement.

Each party agrees to provide and carry insurance, protecting and indemnifying themselves and the other from any and all liability or claims for injury or damage to third persons or property as a result of such party's actions or omissions. Liability and property damage insurance policies shall have limits of not less than:

Bodily Injury Liability	Each Person	\$1,000,000.00
	Each Occurrence	\$2,000,000.00
Property Damage Liability	Each Person	\$1,000,000.00
	Aggregate	\$2,000,000.00

Each party shall provide the other with a current certificate of insurance and copy of the actual policy, with appropriate endorsements, designating the other as additional insured in the above amounts for the duration of this Agreement. The policies and certificates shall provide that the policies shall not be changed or cancelled until 30 days after written notice to each.

19. This Agreement between the CITY and DISTRICT shall commence on January 1st, 2025 and terminate on the 31<sup>st</sup> day of December, 2032.

2025-2032 SHERRILL-KENWOOD SUPPLY AGREEMENT

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as set forth below, to be effective the day and year first above written

THE CITY OF ONEIDA, NEW YORK

*SEAL*

BY \_\_\_\_\_

Rick Rossi, Mayor/Acting City Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Water Commissioners  
City of Oneida, New York

*SEAL*

\_\_\_\_\_  
Sherrill-Kenwood Water District  
Nate Richter, Chairman



2025-2032 SHERRILL-KENWOOD SUPPLY AGREEMENT

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STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me, the undersigned, personally appeared **Rick Rossi**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Mayor/Acting City Manager**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By \_\_\_\_\_  
Notary Public  
Appointed in Madison County  
My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF NEW YORK )

) SS.:

COUNTY OF ONEIDA)

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me personally came **Nate Richter**, to me known, who being by me duly sworn, did depose and say: That he resides in the Sherrill-Kenwood Water District, Oneida County, New York, that he is the Chairman, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation: that the seal affixed to said instrument was such corporate seal: that it was so affixed by order of the Sherrill-Kenwood Water District; and that he signed his name thereto by like order.

By \_\_\_\_\_  
Notary Public  
Appointed in \_\_\_\_\_ County  
My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me, the undersigned, personally appeared **Mary Parry, Dave Cimpi, Jim Chamberlain, Kathy Erso**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Members of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By \_\_\_\_\_  
Notary Public  
Appointed in Madison County  
My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

4. AGREEMENT-TABERG WATER DISTRICT/LEE CENTER-TABERG ROAD WATER DISTRICT

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

**RESOLVED**, to authorize the Mayor to sign an agreement with the Taberg Water District #1 and Lee Center-Taberg Road Water District for the sale and delivery of water (wholesale) to the Districts.

Ayes:

Nays:

**MOTION CARRIED/FAILED**

## 2025-2032 ANNSVILLE SUPPLY AGREEMENT

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THIS AGREEMENT, MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 by and between the **CITY OF ONEIDA**, NEW YORK a municipal corporation located in the County of Madison and State of New York and hereinafter referred to as the "CITY", and the TOWN BOARD OF THE TOWN OF ANNSVILLE, Oneida County, New York, acting for and behalf of the **TABERG WATER DISTRICT #1** situated in the TOWN OF ANNSVILLE, and hereinafter referred to as the "DISTRICT".

### WITNESSETH:

That the parties hereto, in consideration of covenants and agreements hereinafter contained, do hereby covenant and agree, each with the other, as follows:

1. That the CITY will properly keep and maintain in repair, at its own cost and expense, the present system of water mains and accessories up to the master meters located on Coal Hill Road, New York State Route 69, and Lee Center – Taberg Road, in, by and through which said DISTRICT presently obtain water from the said CITY. The DISTRICT shall be responsible for the maintenance of all mains and accessories after their respective master meters.
2. During the term of this agreement, the said CITY covenants and agrees that it will sell and deliver to said DISTRICT from the present system of mains to the master meters on Coal Hill Road, New York State Route 69 and Lee Center – Taberg Road in the Town of Annsville, from the CITY's Florence Creek water supply, such an amount of water not to exceed Sixty Thousand (60,000) gallons per day, as said DISTRICT shall request, except in the case of temporary scarcity of water.
3. The said DISTRICT covenants and agrees that it will maintain and enforce rules and regulations for the protection of the public water system for its customers as stringent as the CITY.
4. The said DISTRICT covenants and agrees that it will continue to use the water that it purchases from the said CITY as its only source of water during the term of this contract.
5. The rate said DISTRICT agrees to pay and the said CITY agrees to accept for all water taken and delivered as aforesaid, shall be determined as hereinafter described.
6. The said CITY shall prepare its budget for the Water Department each calendar year for the term of this agreement. Using said budget, the base water rate for each calendar year shall be determined using the method outlined in Appendix A, Future Water Rate Adjustments, as it appeared in the Water Rate Study prepared by O'Brien and Gere Engineers, Inc. and dated November 1979. Said report being the same report as received and placed on file by the Common Council of said CITY on December 1979.
7. The said base water rate shall be multiplied by a factor of 1.08, with this surcharge appropriated to a reserve fund for future capital improvements which benefit both the CITY and DISTRICT. This product shall then be the said water rate for all water taken and

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delivered to said DISTRICT below an average daily consumption of sixty thousand (60,000) gallons per day.

8. Should said DISTRICT exceed an average daily consumption of sixty thousand (60,000) gallons per day for a period of one month, the DISTRICT shall pay an excess demand charge, equal to a ten percentum surcharge on the above water rate, for all water use greater than an average of 60,000 gals per day.
9. The said tentative water rate and any surcharge as determined by said CITY for the following calendar year shall be presented to said DISTRICT for comment by October 1. Any objections to said water rate and surcharge or the method in which it was prepared shall be made in writing to said CITY within thirty (30) calendar days of receipt of the rate and surcharge by said DISTRICT.
10. The said CITY shall bill and said DISTRICT pay for all water taken and delivered as aforesaid monthly. The CITY shall read the said meters monthly and submit to the DISTRICT a bill based thereon on or before the 5th day of each month. Payments made after the 20th day of the month of billing shall receive a one percentum (1%) penalty thereon. If said bill is delivered after the said 5th day of the month the DISTRICT will have the same number of additional days after the 20th of said month before receiving a penalty thereon.
11. The amount of water delivered by the CITY and to be paid for by the DISTRICT is to be determined by the readings of said master meters, subject to suitable checking by the CITY from time to time. In the event such master meter(s) fails to register properly, the quarter's bill shall be based upon water consumption for the previous quarter when such meter(s) did register correctly, unless extraordinary circumstances warrant an investigation by the CITY. If the operation of said master meter(s) is not satisfactory to the CITY, or becomes out of repair, the DISTRICT shall repair or replace such master meter(s).
12. The said DISTRICT covenants and agrees that it will not hold said CITY responsible for any damages that it may sustain through the failure of said CITY to deliver an adequate supply of water to said DISTRICT by reason of the failure of water supply through causes beyond human control, such as unusual droughts, the breaking of its mains, or the breaking of its reservoir dam, or equipment failure. However, if such disruption of water service occurs, the CITY will act as quickly as possible to enable water service to resume to the DISTRICT.
13. The said CITY covenants and agrees that it will not enter any contract or undertaking which will jeopardize the rights of said DISTRICT under this agreement or prevent the CITY from fully and properly carrying out the provisions of this contract.
14. The said DISTRICT covenants and agrees that it will not make any extension to the water mains presently situated outside the DISTRICT without prior written approval of the CITY. The existing DISTRICT limits are shown on Exhibit A. [Town to provide figure for Ex]

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15. The DISTRICT and CITY agree that they are a Consecutive Water System as described in New York State Sanitary Code as follows:

- a. The DISTRICT shall not provide further treatment to the water other than chlorination.
- b. The CITY represents that the water systems of both parties shall be considered consecutive for inorganic, organic, radiological and physical quality and entry point turbidity. However, the water systems of both parties shall not be considered consecutive for microbiological, distribution turbidity quality and asbestos.
- c. The CITY shall collect water samples as required by New York State Department of Health in Section 5 of the Sanitary Code, excluding microbiological samples and other routine monitoring samples such as chlorine residual, distribution Asbestos monitoring, and turbidity, and other distribution samples as may be added from time to time by new regulations as part of this agreement.
- d. The CITY shall record the results of the water sample analyses and shall make all reports as designated by New York State Department of Health for samples taken by the CITY. The DISTRICT shall report the results of the samples that it takes, including the monthly operating report.
- e. Both parties shall perform the required public notification of maximum contaminate level violation for inorganic, organic, entry point turbidity, radiological or physical quality if it occurs in either system, as set forth in Section 5-1 of the New York State Sanitary Code. If a microbiological maximum contaminate level is violated, public notification shall be made by the party whose water system is in violation.

16. The DISTRICT shall be permitted to use the utility pole and power lines already in place at the master meter located on Coal Hill Road for the purpose of operating a sump pump. If said sump pump installation and operation shall use kilowatt-hours such as to increase the billing to the CITY, the DISTRICT shall bear such additional cost.

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17. That by this agreement the CITY undertakes only to perform the services set forth herein and the DISTRICT retains the full responsibility for the operation of the DISTRICT water system. The CITY does not guarantee, nor will it be responsible or liable for, any failure to deliver to the customers of the DISTRICT water with respect to either quantity or quality and DISTRICT agrees to save and hold harmless the CITY with respect to all matters relating thereto. The DISTRICT agrees to provide and carry insurance, protecting and indemnifying the CITY from all liability or claims for injury or damage to third persons or property as a result of actions of the CITY, excepting the active negligence of the CITY. Liability and property damage insurance policies will have limits of not less than:

Bodily Injury Liability	Each Person	\$1,000,000.00
	Each Occurrence	\$2,000,000.00
Property Damage Liability	Each Accident	\$1,000,000.00
	Aggregate	\$2,000,000.00

The DISTRICT will provide the CITY with a current certificate of insurance designating the CITY as additional insured in the above amounts for the duration of this contract. The policies and certificates shall provide that the policies shall not be changed or canceled until 15 days after written notice to the CITY.

18. All notices, objections and other communications hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered or mailed by certified mail, return receipt requested, postage prepaid, as follows:

If to the DISTRICT: Supervisor Stacey Vaile, or her successor  
PO Box 262  
Taberg, NY 13471

If to the CITY:  
Mayor/Acting City Manager Rick Rossi, or his successor  
109 North Main Street  
Oneida, NY 13421

19. This Agreement between the CITY and the DISTRICT shall commence on January 1<sup>st</sup>, 2025 and terminate on the 31st day of December, 2032, unless the CITY desires to no longer sell to the DISTRICT or the DISTRICT desires to no longer purchase all its water from the CITY, then such party shall give at least eighteen (18) month prior written notice of its intention not to continue the sale or purchase of such water.
20. The DISTRICT shall assume all obligation, risk, and responsibility for and shall defend against, indemnify, and save harmless (including payment of attorney and legal fees) the CITY from and against any and all claims that may be made by third persons, for injuries or damages to persons or property, or in connection with this Agreement arising from the

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existence or use of the DISTRICT's facilities upon its receipt by the DISTRICT of water at the master meter unless, and to the extent that, such injuries or damages are caused by the negligence or misconduct on the part of the CITY, or any of its servants, agents, or employees.

IN WITNESS WHEREOF, a majority of the Board of Water Commissioners of the City of Oneida has, pursuant to a resolution of said Board, duly executed this contract, and the City of Oneida has caused its corporate seal to be affixed hereto and these presents to be signed by its duly authorized officers, the day and year first above written.

SEAL

CITY OF ONEIDA, NEW YORK

BY \_\_\_\_\_  
City of Oneida Mayor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Water Commissioners  
City of Oneida, New York

TOWN OF ANNSVILLE

SEAL

BY \_\_\_\_\_  
Annsville Town Supervisor

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STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me, the undersigned, personally appeared **Rick Rossi**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Mayor/Acting City of the city of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By \_\_\_\_\_

Notary Public

Appointed in Madison County

My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me, the undersigned, personally appeared **Stacey Vaile**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Supervisor of the Town of Annsville**, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By \_\_\_\_\_

Notary Public

Appointed in Oneida County

My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, personally appeared **Jim Chamberlain, Kathy Erdo, Mary Parry, Dave Cimpi**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Members of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By \_\_\_\_\_

Notary Public

Appointed in Madison County

My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_



5. WAIVE FEE-EAGLE SCOUTS

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

**RESOLVED**, to approve to waive the building permit fee associated with the construction of a 10 x 16 fishing deck at Mt. Hope Reservoir requested by Tim Cowan representing the Eagle Scouts.

Ayes:

Nays:

**MOTION CARRIED/FAILED**

6. AGREEMENT-CIVIC PLUS (CITY WEBSITE)

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

**RESOLVED**, to authorize the Acting City Manager to sign an agreement with Civic Plus, 302 South 4<sup>th</sup> Street, Suite 500, Manhattan, KS 66502 for the implementation of an upgrade to the City Website and the annual recurring services fee included.

Ayes:

Nays:

**MOTION CARRIED/FAILED**

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
Q-84850-1  
9/23/2024 12:22 PM  
10/15/2024

**Client:**  
City of Oneida, NY

**Bill To:**  
ONEIDA CITY, NEW YORK

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Victoria Amerson	785-340-3557	victoria.amerson@civicplus.com		Net 90

## Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

## One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Premium Implementation - CivicEngage	Premium Implementation
100.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage
6.00	New Customer System Training (3h, virtual) - Web Central	CivicEngage System Training - Virtual, Up to 3 Hours, up to 12 Attendees

QTY	PRODUCT NAME	DESCRIPTION
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)
1.00	DNS Hosting for .GOV – Annual Fee	DNS Hosting for .GOV – Annual Fee
1.00	60 Month Redesign Premium Annual - CivicEngage Central	60 Month Redesign Premium Annual - CivicEngage Central

List Price – Initial Term Total	USD 31,872.50
Total Investment - Initial Term	USD 18,015.00
Annual Recurring Services (Subject to Uplift)	USD 6,477.50

Initial Term	10/1/2024 - 12/31/2025, Renewal Term 1/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

## Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

### Authorized Client Signature

By (please sign):

Printed Name:

Title:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

### CivicPlus

By (please sign):

Printed Name:

Title:

Date:

7. BUDGET TRANSFERS/AMENDMENTS

RESOLUTION 24-

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, to approve the following budget transfers and amendments as outlined by the Comptroller, or a third party duly retained by the City of Oneida to perform such services:

	<u>To</u>	<u>From</u>
<b>2024 Budget Adjustments</b>		
\$ 10,000.00	002.8300.0403.0000 Water Contracts	002.0002.0912.0000 Water Fund Balance
<i>To allocate funds for consulting services for the approved contract with John Monaghan</i>		
\$ 4,000.00	002.8300.0415.0000 Lab Testing	002.0002.0912.0000 Water Fund Balance
<i>To allocate additional funds for lab testing costs for the remainder of 2024</i>		
\$ 5,000.00	001.1680.0403.0000 IT Contracts	001.0001.0912.0000 General Fund Balance
\$ 1,000.00	002.8300.0403.0000 Water Contracts	002.0002.0912.0000 Water Fund Balance
\$ 500.00	003.8110.0444.0000 Sewer Office Tech Expense	003.0003.0912.0000 Sewer Fund Balance

*To allocate funds for design and implementation of City website*

Ayes:

Nays:

**MOTION CARRIED/FAILED**

8. SALARY CHANGE-WATER DEPARTMENT

**RESOLUTION 24-**

Moved by Councilor

Seconded by Councilor

**RESOLVED**, to authorize the rate of pay from \$33.04 per hour to \$34.50 per hour for the Assistant Water Maintenance Supervisor.

Ayes:

Nays:

**MOTION CARRIED/FAILED**

**NEW BUSINESS:**

**EXECUTIVE SESSION**

Motion to go into Executive Session for the purpose of discussing pending litigation with possible action taken by Councilor \_\_\_\_\_

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

**PRESENT:**      ☐ Mayor      ☐ City Manager      ☐ Council      ☐ Other \_\_\_\_\_

1. Discussion was held to discuss pending litigation.

Motioned by Councilor \_\_\_\_\_

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

**RESOLVED**, that Executive Session is hereby adjourned to the regular meeting at \_\_\_\_\_ p.m.

Ayes:

Nays:

**MOTION CARRIED/FAILED**

Motion to adjourn by Councilor \_\_\_\_\_

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

Ayes:

Nays:

**MOTION CARRIED**

The regular meeting is hereby adjourned at \_\_\_\_\_ p.m.

Sandy LaPera, City Clerk