



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

AGENDA

Date:	January 21, 2025	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 proposed Local Law to amend Chapter 180 of the Code of the City of Oneida relative to parking on Boston Street and Phillips Street

PUBLIC HEARING: A proposed revised Local Law to create a new Chapter 96, titled "Murals," in the Oneida City Code

PUBLIC COMMENT: Limited to 3 minutes

OLD BUSINESS:

REPORTS:

- **MAYOR'S REPORT**
- **SUPERVISOR'S REPORT**
- **CITY MANAGER'S REPORT**

Approval of the Minutes: January 7, 2025

Approval of Warrant: 2

Item	Title	Facilitator
1.	MONTHLY REPORTS: receive and place on file the Monthly Reports from the City Clerk, City Engineer, Codes Department, Fire Department, Parks & Recreation Department, and Police Department	CITY CLERK
2.	INTRODUCE LOCAL LAW: introduce a Local Law to amend the income ranges for Senior Citizens and amending the Alternative Veterans' Exemption and Cold War Veterans' Exemption as set forth in Chapter 165 of the Oneida City Code and schedule a Public Hearing for Tuesday, February 4, 2025, at 6:30 p.m., 109 N. Main St. Oneida	CITY MANAGER

Item	Title	Facilitator
3.	ORDER OF SUCCESSION: approve the order of succession for the members of the Common Council pursuant to Section 3.0 (2.10) of the City Charter	CITY MANAGER
4.	AMUSEMENT DEVICE LICENSE: approve the 2025 Amusement Device License application from Neil's Vending LLC for various locations within the City of Oneida.	LAPERA
5.	AGREEMENT: authorize the City Manager to sign an agreement with Bridges, a/k/a Madison County Council on Alcoholism and Substance Abuse, Inc., P.O. Box 389, Oneida, NY 13421, for the 2025 Employee Assistance Program	CITY MANAGER
6.	BUDGET TRANSFERS/AMENDMENTS: approve the 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
7.	DESIGNATE POLLING PLACES (2025): designate the polling places in the City of Oneida for 2025: Wards 1 and 2 at St. Paul's United Methodist Church, 551 Sayles St. and Wards 3, 4, 5 and 6 at the Kallet Civic Center, 159 Main St.	LAPERA
8.	BUDGET TRANSFER-WATER FUND: authorize the Comptroller, or a third party duly retained by the City of Oneida to perform such services to transfer \$123,966.73 from the Water Fund to the Water Reserve Fund	SMOLINSKI
9.	AGREEMENT: authorize the City Manager to sign the 2025 Snowplowing Agreement with the Village of Wampsville	CITY MANAGER
10.	MEMORIAL DAY PARADE: authorize the City Manager to sign an agreement with Sunshine Hammon, President, Oneida Memorial Association, for the City of Oneida to co-sponsor the 2025 Memorial Day Parade on Friday, May 23, 2025	CITY MANAGER
11.	AGREEMENT: authorize the City Manager to sign the Sherrill-Oneida Kenwood Sewage Treatment Agreement	CITY MANAGER
12.	AGREEMENT: authorize the City Manager to sign a service agreement with NY Urgent Care Practice P.C. (WellNow) to provide occupational health services for the City's drug and alcohol testing and annual physicals for 2025	CITY MANAGER

NEW BUSINESS

MINUTES OF THE COMMON COUNCIL
REGULAR MEETING
JANUARY 21, 2025

A meeting of the Common Council of the City of Oneida, NY was held on the twenty first day of January 2025 at 6:30 p.m. at the Common Council Chambers, 109 N. Main, Oneida, NY 13421.

The meeting was called to order by Mayor Rick Rossi.

<u>Attendees</u>	Present	Absent	Arrived Late
Mayor Rossi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Kyle Lovell, CM	<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"/> _____

Supervisors

Matt Roberts	<input type="checkbox"/>	<input type="checkbox"/>
Mary Cavanagh	<input type="checkbox"/>	<input type="checkbox"/>
Brandee Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Michelle Kinville	<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"/>		

Call to Order/Pledge of Allegiance/Roll Call

PUBLIC HEARING: A proposed Local Law to amend Chapter 180 of the Code of the City of Oneida relative to parking on Boston Street and Phillips Street

OPEN PUBLIC HEARING

A LOCAL LAW AMENDING CHAPTER 180, ARTICLE II OF THE CITY OF ONEIDA CODE TO PROHIBIT PARKING ON CERTAIN SECTIONS OF BOSTON STREET AND PHILLIPS STREET

RESOLUTION 25-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing on a proposed Local Law amending Chapter 180, Article II of the City of Oneida Code to prohibit parking on certain sections of Boston Street and Phillips Street is hereby opened at ____ p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPEARANCES

CLOSE PUBLIC HEARING

A LOCAL LAW AMENDING CHAPTER 180, ARTICLE II OF THE CITY OF ONEIDA CODE TO PROHIBIT PARKING ON CERTAIN SECTIONS OF BOSTON STREET AND PHILLIPS STREET

RESOLUTION 25-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing on a proposed Local Law amending Chapter 180, Article II of the City of Oneida Code to prohibit parking on certain sections of Boston Street and Phillips Street is hereby closed at ____ p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

PUBLIC HEARING: A proposed Local Law creating a new Chapter 96, titled "Murals," in the City of Oneida Code

OPEN PUBLIC HEARING

A LOCAL LAW CREATING A NEW CHAPTER 96, TITLED "MURALS," IN THE CITY OF ONEIDA CODE

RESOLUTION 25-

Moved by Councilor
Seconded by Councilor

RESOLVED, that a Local Law creating a new Chapter 96, titled "Murals," in the City of Oneida Code be hereby opened at _____ p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPEARANCES

CLOSE PUBLIC HEARING

A LOCAL LAW CREATING A NEW CHAPTER 96, TITLED "MURALS," IN THE CITY OF ONEIDA CODE

RESOLUTION 25-

Moved by Councilor
Seconded by Councilor

RESOLVED, that a Local Law creating a new Chapter 96, titled "Murals," in the City of Oneida Code be hereby closed at _____ p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

PUBLIC COMMENT:

OLD BUSINESS:

REPORTS:

- Mayor's Report
- Supervisor's Report
- City Manager's Report

APPROVAL OF MINUTES

Moved by Councilor

Seconded by Councilor

RESOLVED, that the minutes of the regular meeting of January 7, 2025, are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPROVAL OF WARRANT

Moved by Councilor
Seconded by Councilor

RESOLVED, that Warrant No. 2, checks and ACH payments in the amount of \$1,181,869.08 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

WARRANT	2
DATE:	January 21, 2025

FUND		PAYMENT NUMBER (\$)	AMOUNT
Capital		4943-4946	\$ 631,808.24
DRI Fund	031		
Liberty Operating Fund	025		
ARPA Fund	030		
Current Funds		75898-76035	\$ 549,195.63
ACH			\$ 865.21

WARRANT #1 TOTAL	\$ 1,181,869.08
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Oneida, NY

Expense Approval Report

By Fund

Payment Dates 1/10/2025 - 1/21/2025

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
OnSite Partners Projectco, LLC	75996	12/30/2024	SOLAR POWER	001.1620.0401.0000	3,724.89
HONEYWELL INC.	75946	01/21/2025	MECHANICAL AND ELECTRICAL...	001.1620.0403.0002	4,976.16
JESSICA MATHEWS	75954	01/21/2025	REFUND	001.0023.2770.0000	5.11
DAVID KARWOWSKI	75931	01/21/2025	JR NBA	001.7140.0403.2003	88.00
RYAN LUSHER	76005	01/21/2025	SKILLS & DRILLS	001.7140.0403.2003	60.00
BETHANY HONNESS	75910	01/21/2025	SKILLS & DRILLS	001.7140.0403.2003	60.00
KIERAN GRIFF	75959	01/21/2025	SKILLS & DRILLS	001.7140.0403.2003	60.00
JUSTIS BROWN	75955	01/21/2025	SKILLS & DRILLS	001.7140.0403.2003	60.00
NATIONAL GRID	75987	12/30/2024	ELECTRIC	001.1620.0401.0000	13,022.36
VISTA PRINT	DFT0005428	01/21/2025	BUSINESS CARD ACKERMAN	001.1989.0400.0000	26.68
STEPHEN ANGLE	76015	01/21/2025	REFUND	001.0017.2031.0000	80.00
STEPHAN MALBOUF	76014	12/30/2024	REIMBURSEMENT FOR CITY T...	001.1910.0400.0000	102.60
TODD WORDEN	76020	12/30/2024	CO-ED VOLLEYBALL	001.7140.0403.2021	75.00
BOB GIRUZZI	75913	01/21/2025	JR NBA	001.7140.0403.2003	88.00
KAYLEE FRENCH	75956	01/21/2025	SKILLS & DRILLS	001.7140.0403.2003	30.00
AIDAN HUNZINGER	75900	01/21/2025	BASKETBALL	001.7140.0403.2020	94.00
BRIAN VINCENT	75917	01/21/2025	BASKETBALL	001.7140.0403.2020	94.00
MIKE DECK	75983	12/30/2024	BASKETBALL	001.7140.0403.2020	94.00
MARK DEMBROW	75971	01/21/2025	BASKETBALL	001.7140.0403.2020	94.00
BRIAN VINCENT	75917	01/21/2025	JR NBA	001.7140.0403.2003	88.00
VISTA PRINT	DFT0005428	01/21/2025	BUSINESS CARDS CITY ENGINE...	001.1989.0400.0000	26.98
BLAKE VANDREASON	75911	01/21/2025	JR NBA	001.7140.0403.2003	88.00
CHRISTOPHER BAILEY	75923	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
SCOTT CARROLL	76010	01/21/2025	SCOREKEEPER	001.7140.0403.2020	60.00
SCOTT CARROLL	76010	01/21/2025	SCOREKEEPER	001.7140.0403.2021	150.00
MATTHEW RASH	75975	01/21/2025	CO-ED VOLLEYBALL	001.7140.0403.2021	75.00
Max's Print Shop	75976	12/30/2024	BURkle uniform items	001.3410.0317.0000	55.00
Max's Print Shop	75976	12/30/2024	Darling uniform items	001.3410.0317.0000	48.75
DELL MARKETING L.P.	75933	12/30/2024	OFFICE 365	001.1620.0403.0001	1,358.76
DELL MARKETING L.P.	75933	12/30/2024	PROOFPOINT	001.0001.0481.0000	2,751.58
DELL MARKETING L.P.	75933	12/30/2024	PROOFPOINT	001.1680.0403.0000	1,965.42
TYLER BUSINESS FORMS	76025	01/21/2025	1099 FORMS	001.1660.0300.0000	102.19
SCANLON TRAFFIC SYSTEMS	76009	01/21/2025	Traffic Light Repair	001.3310.0200.0000	50.00
MARCY HYDRAULICS	75969	01/21/2025	Hydrolic parts	001.5132.0300.0000	235.00
HOWLAND PUMP AND SUPPLY..	75947	01/21/2025	faucet for kitchen	001.3410.0405.0000	151.11
RYAN LUSHER	76005	12/30/2024	SKILLS & DRILLS	001.7140.0403.2003	30.00
BETHANY HONNESS	75910	12/30/2024	SKILLS & DRILLS	001.7140.0403.2003	30.00
KAYLEE FRENCH	75956	12/30/2024	SKILLS & DRILLS	001.7140.0403.2003	30.00
JUSTIS BROWN	75955	12/30/2024	SKILLS & DDRILLS	001.7140.0403.2003	30.00
KIERAN GRIFF	75959	12/30/2024	SKILLS & DRILLS	001.7140.0403.2003	30.00
21st Century Media, LLC	75898	12/30/2024	LEGAL NOTICE	001.1989.0400.0000	302.13
21st Century Media, LLC	75898	12/30/2024	LEGAL NOTICE	001.1989.0400.0000	468.62
LONNIEL GUILÉ	75965	12/30/2024	BASKETBALL	001.7140.0403.2020	94.00
MICHAEL HOKE	75980	12/30/2024	BASKETBALL	001.7140.0403.2020	94.00
CHAD REESE	75921	12/30/2024	BASKETBALL	001.7140.0403.2020	94.00
ERIN LOUIS	75940	12/30/2024	BASKETBALL	001.7140.0403.2020	94.00
BOB GIRUZZI	75913	12/30/2024	MUNY BASKETBALL AND JR N...	001.7140.0403.2003	88.00
SCOTT CARROLL	76010	12/30/2024	BASKETBALL SCORE KEEPER	001.7140.0403.2020	120.00
BOB GIRUZZI	75913	12/30/2024	MUNY BASKETBALL AND JR N...	001.7140.0403.2020	94.00
ROBERT SHEARIN	76004	12/30/2024	BASKETBALL	001.7140.0403.2020	94.00
MICHAEL OCZKOWSKI	75981	12/30/2024	BASKETBALL	001.7140.0403.2020	94.00
LANCE WEHRLE	75962	12/30/2024	BASKETBALL	001.7140.0403.2020	94.00
SPECTROTEL, INC.	76013	12/30/2024	LONG DISTANCE	001.1680.0403.0000	132.47

Expense Approval Report

Payment Dates: 1/10/2025 - 1/21/2025

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
TRACEY ROAD EQUIPMENT INC	76024	01/21/2025	Truck parts and repair	001.5132.0300.0000	159.99
TRACEY ROAD EQUIPMENT INC	76024	01/21/2025	Truck parts and repair	001.5132.0300.0000	299.82
TOTAL SOLUTIONS	76022	01/21/2025	CID Supvr Comp Replcmnt - De..	001.1680.0403.0000	985.93
TOTAL SOLUTIONS	76022	01/21/2025	MONTHLY SERVICE	001.1680.0403.0000	2,738.83
JC SMITH, INC.	75951	12/30/2024	GREEN VINLY FOR TRAFFIC SI...	001.3310.0200.0000	787.50
BOONDOCKER EQUIPMENT	75915	01/21/2025	parats and repair	001.5132.0300.0000	119.78
MICHAEL BURGESS	75978	12/30/2024	2024 BALANCE	001.3120.0317.0000	23.42
TYLER ILES	76026	12/30/2024	2024 BALANCE	001.3120.0317.0000	243.45
CHRISTOPHER BAILEY	75923	12/30/2024	REMAINING 2024 BALANCE	001.3120.0317.0000	83.68
RYAN WARNER	76006	12/30/2024	2024 BALANCE	001.3120.0317.0000	242.16
JEFF BARRES	75952	12/30/2024	2024 BALANCE	001.3120.0317.0000	7.62
TYLER WITCHLEY	76027	12/30/2024	2024 BALANCE	001.3120.0317.0000	236.16
DANIEL SLATOR	75930	12/30/2024	2024 BALANCE	001.3120.0317.0000	127.60
TOM LENNING	76021	12/30/2024	2024 BALANCE	001.3120.0317.0000	104.72
SARAH PAUL	76008	12/30/2024	2024 BALANCE	001.3120.0317.0000	250.00
STEVE LOWELL	76016	12/30/2024	2024 BALANCE	001.3120.0317.0000	17.10
DAVID R MEEKER JR	75932	12/30/2024	2024	001.3120.0317.0000	249.10
KEITH J HUDSON	75957	12/30/2024	2024 BALANCE	001.3120.0317.0000	237.36
MICHAEL GOUGH	75979	12/30/2024	2024 BALANCE	001.3120.0317.0000	140.97
NICK WEBER	75989	12/30/2024	2024 BALANCE	001.3120.0317.0000	165.80
MATTHEW MOSACK	75974	12/30/2024	2024 BALANCE	001.3120.0317.0000	228.02
PETER CANIA	75997	12/30/2024	2024 BALANCE	001.3120.0317.0000	52.07
WILLIAM R CLARK	76035	12/30/2024	2024 BALANCE	001.3120.0317.0000	1.12
MATTHEW COLELLA	75972	12/30/2024	2024 BALANCE	001.3120.0317.0000	250.00
NICHOLAS HLUSKA	75988	12/30/2024	2024 BALANCE	001.3120.0317.0000	171.46
AMERICAN BANKERS INSURA...	75902	01/21/2025	FLOOD INSURANCE	001.0001.0481.0000	1,572.17
CITY OF SHERRILL	75926	01/21/2025	2025 HYDRANT LEVY	001.0001.0631.0000	6,400.00
MADISON COUNTY TREASURER	75968	01/21/2025	POSTAGE TO MAIL 2025 C/C B...	001.1620.0404.0000	1,979.16
AMERICAN BANKERS INSURA...	75902	01/21/2025	FLOOD INSURANCE	001.1910.0400.0000	7,860.83
MATTHEW GACEK	75973	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.02
STEVE LOWELL	76016	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
PETER CANIA	75997	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
MATTHEW MOSACK	75974	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
TYLER ILES	76026	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
NICK WEBER	75989	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
TYLER WITCHLEY	76027	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
KEITH J HUDSON	75957	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
ISABELLA BARNER	75948	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
DYLAN LAWRENCE	75934	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
JACOB CLARK	75949	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
MICHAEL GOUGH	75979	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
DAVID R MEEKER JR	75932	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
SARAH PAUL	76008	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
DANIEL SLATOR	75930	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
TOM LENNING	76021	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	62.50
MICHAEL BURGESS	75978	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
WILLIAM R CLARK	76035	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
JEFF BARRES	75952	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
MATTHEW COLELLA	75972	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
RYAN WARNER	76006	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
NICHOLAS HLUSKA	75988	01/21/2025	CLOTHING ALLOWANCE	001.3120.0317.0000	750.00
APWA	75904	01/21/2025	MEMBERSHIP FEES	001.5010.0413.0000	238.00
VILLAGE OF WAMPSVILLE	76032	01/21/2025	SNOW REMOVAL FOR 2025 D...	001.5142.0315.0000	1,000.00
NYSBOC CENTRAL CHAPTER I...	75992	01/21/2025	MEMBERSHIP DUES BURNETT	001.8664.0413.0000	465.00
BUELL FUEL LLC	75918	01/21/2025	DIESEL	001.1640.0402.0000	665.23
BUELL FUEL LLC	75918	12/30/2024	GASOLINE	001.1640.0401.0000	449.49
BUELL FUEL LLC	75918	12/30/2024	GASOLINE	001.1640.0402.0000	510.27
BUELL FUEL LLC	75918	12/30/2024	GASOLINE	001.1640.0401.0000	5,037.36
BUELL FUEL LLC	75918	01/21/2025	DIESEL	001.1640.0402.0000	1,981.89
BUELL FUEL LLC	75918	01/21/2025	DIESEL	001.1640.0402.0000	1,951.01

Expense Approval Report

Payment Dates: 1/10/2025 - 1/21/2025

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
BUELL FUEL LLC	75918	01/21/2025	GASOLINE	001.1640.0401.0000	4,439.26
GE SOFTWARE	75941	12/30/2024	fuel site module	001.5132.0403.0000	160.00
GOLFIRE INC	75942	01/21/2025	HELMET SHIELD	001.3410.0317.0000	45.98
UDIG NY, INC	76028	12/30/2024	DIG SAFE	001.1620.0403.0001	129.83
UDIG NY, INC	76028	12/30/2024	UDIG	001.5110.0403.0000	299.89
NYSBOC CENTRAL CHAPTER I...	75992	01/21/2025	MEMBERSHIP DUES ACKERM...	001.8664.0413.0000	465.00
HIWAYTRAC LLC	75945	01/21/2025	GPS MONITORING	001.5110.0403.0000	396.00
W B MASON CO, INC	76034	12/30/2024	supplies	001.1660.0300.0000	138.48
W B MASON CO, INC	76034	01/21/2025	SUPPLIES	001.1660.0300.0000	203.00
EDMUNDS GOVTECH	75937	01/21/2025	ANNUAL SUPPORT	001.1680.0403.0000	2,539.72
LEWIS UNIFORM CO., LLC	75964	12/30/2024	Lowell Uniform Request - Polo...	001.3120.0317.0000	287.96
AT & T MOBILITY	75906	12/30/2024	AIR CARDS	001.1680.0403.0000	63.98
CARGILL SALT	75919	12/30/2024	ROAD SALT	001.5142.0315.0000	2,374.28
CARGILL SALT	75919	12/30/2024	SALT FOR ROADS	001.5142.0315.0000	16,098.31
CARGILL SALT	75919	12/30/2024	ROAD SALT	001.5142.0315.0000	6,722.34
TKE CORPORATION	76019	01/21/2025	ANNUAL MAINTENANCE CON...	001.7140.0403.0000	2,693.84
MITCHELL 1	75984	01/21/2025	Shopkey software	001.5132.0403.0000	1,908.00
RELIABLE PRODUCTS	76001	01/21/2025	Salt, cleaning products	001.1620.0300.0000	67.00
HAUN WELDING SUPPLY INC	75944	01/21/2025	welding supplies	001.5132.0300.0000	315.00
CANON FIANCIAL SERVICES	DFT0005425	12/30/2024	COIER LEASE	001.1620.0406.0000	499.60
CINTAS CORP	75925	12/30/2024	uniform	001.5132.0403.0000	316.26
CINTAS CORP	75925	12/30/2024	uniform	001.5132.0403.0000	316.26
CINTAS CORP	75925	01/21/2025	uniform	001.5132.0403.0000	316.26
QUILL CORPORATION	76000	01/21/2025	OFFICE SUPPLIES	001.1660.0300.0000	27.77
CINTAS CORP	75925	01/21/2025	uniform	001.5132.0403.0000	316.26
QUILL CORPORATION	76000	01/21/2025	OFFICE SUPPLIES	001.1660.0300.0000	44.72
QUILL CORPORATION	76000	01/21/2025	OFFICE SUPPLIES	001.1660.0300.0000	113.65
EBERL IRON WORKS, INC.	75936	12/30/2024	Sign Hardware	001.3310.0200.0000	342.08
Richard Dropp	76002	12/30/2024	STAFF SHIRTS	001.7140.0300.0000	419.00
HONEYWELL INC.	75946	12/30/2024	MECHANICAL AND ELECTRICAL...	001.1620.0403.0022	995.23
HONEYWELL INC.	75946	01/21/2025	Electrical and Mechanical 1/1-...	001.1620.0403.0001	19,717.84
KINNEY'S KAR KARE SERVICE C...	75960	12/30/2024	FUEL	001.3410.0409.0000	125.00
NYE AUTOMOTIVE GROUP INC.	75991	12/30/2024	Running Central Garage PO	001.1640.0403.0001	34.19
COOPER ELECTRIC	75927	12/30/2024	TOOL ALLOWANCE BILL CLARK	001.5132.0322.0000	179.00
COOPER ELECTRIC	75927	12/30/2024	electrical supplies	001.3310.0200.0000	370.85
COOPER ELECTRIC	75927	12/30/2024	Milwaukee tools/lights&batter..	001.3410.0200.0000	2,188.01
COOPER ELECTRIC	75927	12/30/2024	Milwaukee tools/lights&batter..	001.3410.0438.0000	198.91
MGM PARTS DISTRIBUTORS, I...	75977	12/31/2024	Open PO for the upkeep/repai...	001.3410.0409.0000	96.80
MGM PARTS DISTRIBUTORS, I...	75977	12/30/2024	FILTERS, AUTO, TRUCK PARTS	001.5132.0303.0000	15.98
MGM PARTS DISTRIBUTORS, I...	75977	01/21/2025	vehicle parts	001.5132.0300.0000	125.00
MGM PARTS DISTRIBUTORS, I...	75977	01/21/2025	vehicle parts	001.5132.0300.0000	20.42
MGM PARTS DISTRIBUTORS, I...	75977	01/21/2025	vehicle parts	001.5132.0300.0000	189.18
MGM PARTS DISTRIBUTORS, I...	75977	01/21/2025	vehicle parts	001.5132.0300.0000	151.93
MGM PARTS DISTRIBUTORS, I...	75977	01/21/2025	vehicle parts	001.5132.0300.0000	10.08
MGM PARTS DISTRIBUTORS, I...	75977	01/21/2025	vehicle parts	001.5132.0300.0000	171.74
MGM PARTS DISTRIBUTORS, I...	75977	01/21/2025	vehicle parts	001.5132.0300.0000	211.87
MGM PARTS DISTRIBUTORS, I...	75977	01/21/2025	vehicle parts	001.5132.0300.0000	21.32
MGM PARTS DISTRIBUTORS, I...	75977	01/21/2025	vehicle parts	001.5132.0300.0000	126.40
NORTHLAND COMMUNICATI...	75990	01/21/2025	PHONE INTERNET	001.1680.0403.0000	1,101.60
CUSTOM TRUCK	75928	12/30/2024	Bucket Truck Repair	001.3310.0200.0000	859.90
CUSTOM TRUCK	75928	12/30/2024	Bucket Truck Repair	001.5142.0315.0000	4,441.61
Motorola Solutions, Inc	75986	12/30/2024	Motorola portable radio batte...	001.3120.0300.0000	367.20
VERIZON WIRELESS	76031	12/30/2024	MODEMS	001.1680.0403.0000	76.38
BOUND TREE MEDICAL, LLC.	75916	12/31/2024	medical supplies	001.3410.0300.0000	1,379.98
MGM PARTS DISTRIBUTORS, I...	75977	12/31/2024	parts	001.5132.0303.0000	273.27
CHEM-AQUA, INC.	75922	12/30/2024	BUILDING MAINT	001.1620.0403.0003	475.45
LAWSON PRODUCTS, INC	75963	12/30/2024	HARDWARE	001.5132.0303.0000	286.45
LAWSON PRODUCTS, INC	75963	12/30/2024	HARDWARE	001.5132.0303.0000	22.00
GRAINGER INC	75943	12/30/2024	BLANKET PO -- FOR SUPPLIES, ...	001.7140.0300.0000	208.03
EMERSON OIL CO.	75939	12/30/2024	Engine Oil Barrels	001.1640.0403.0001	1,334.90

Expense Approval Report

Payment Dates: 1/10/2025 - 1/21/2025

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
SAFETY CLEAN SYSTEMS	76007	12/30/2024	PICK UP USED OIL	001.5132.0300.0000	80.00
MACKENZIE HUGHES LLP	75967	12/30/2024	LEGAL SERVICES	001.1420.0410.0000	3,155.00
ONEIDA OFFICE SUPPLY	75995	12/30/2024	SUPPLIES	001.7140.0300.0000	22.22
ONEIDA OFFICE SUPPLY	75995	01/21/2025	BOXES	001.7140.0300.0000	36.25
BONADIO & CO LLP	75914	12/30/2024	DEC ACCOUNTING OUTSOUR...	001.1315.0403.0000	9,600.00
ONEIDA CITY SCHOOL DIST	75993	12/30/2024	2024-2025 DECEMBER COLLE...	001.0001.0661.0012	50,738.26
ONEIDA CITY SCHOOL DIST	75993	12/30/2024	2024-2025 DECEMBER COLLE...	001.0001.0661.0013	1,752.53
ONEIDA CITY SCHOOL DIST	75993	12/30/2024	2023-2024 CLOSE OUT	001.0001.0661.0010	187,234.63
ONEIDA CITY SCHOOL DIST	75993	12/30/2024	2023-2024 CLOSE OUT	001.0001.0661.0011	39.42
ONEIDA CITY SCHOOL DIST	75993	12/30/2024	2023-2024 CLOSE OUT	001.0015.1090.0000	9,322.20
SILVER CITY TIRE INC	76012	12/30/2024	Fleet Tires	001.1640.0403.0001	4,951.84
AXON ENTERPRISE, INC	75908	01/21/2025	Axon Payment Plan Contract f...	001.1680.0403.0000	3,244.45
UNITED UNIFORM CO INC	76029	12/30/2024	UNIFORM ITEMS	001.3120.0317.0000	45.00
ALTA/VANTAGE	75901	12/30/2024	LOADER PARTS AND LABOR	001.5132.0300.0000	149.88
ALTA/VANTAGE	75901	01/21/2025	parts and repair	001.5132.0300.0000	692.09
ALTA/VANTAGE	75901	12/30/2024	LOADER PARTS AND LABOR	001.5132.0300.0000	277.70
THE SENATOR FREDERICK L. ...	76018	12/30/2024	Extinguisher class FF Redpath/...	001.3410.0413.0000	192.00
Fund 001 - GENERAL FUND Total:					436,020.12

Fund: 002 - WATER

VERIZON	DFT0005427	01/21/2025	FIOS	002.8300.0401.0000	75.99
JESSICA MATHEWS	75954	01/21/2025	REFUND	002.0002.0352.0000	115.01
NATIONAL GRID	75987	12/30/2024	ELECTRIC	002.8300.0401.0000	1,953.32
DELL MARKETING L.P.	75933	12/30/2024	OFFICE 365	002.8300.0444.0000	679.38
DELL MARKETING L.P.	75933	12/30/2024	PROOFPOINT	002.0002.0481.0000	278.25
DELL MARKETING L.P.	75933	12/30/2024	PROOFPOINT	002.8300.0444.0000	198.75
HOWLAND PUMP AND SUPPLY..	75947	01/21/2025	HOWLAND PUMP AND SUPPLY	002.8300.0319.0000	4.65
VINCENT WATERMAN	76033	12/30/2024	MEALS	002.8300.0403.0000	30.00
TOTAL SOLUTIONS	76022	01/21/2025	MONTHLY SERVICE	002.8300.0444.0000	1,095.53
AMERICAN BANKERS INSURA...	75902	01/21/2025	FLOOD INSURANCE	002.0002.0481.0000	921.83
POSTMASTER	75999	01/21/2025	POSTAGE 2025	002.8300.0404.0000	11,115.40
ONEIDA CO FINANCE DEPT.	75994	01/21/2025	2025 TOWN OF VERONA	002.8300.0431.0000	8,958.27
AMERICAN BANKERS INSURA...	75902	01/21/2025	FLOOD INSURANCE	002.8300.0441.0000	4,609.17
ONEIDA CO FINANCE DEPT.	75994	01/21/2025	TOWN OF VERNON TAXES	002.8300.0431.0000	4,239.81
BLISS ENVIRONMENTAL SERVI...	75912	01/21/2025	BLISS	002.8300.0319.0000	29.43
BUELL FUEL LLC	75918	01/21/2025	BUELL FUEL LLC	002.8300.0401.0000	3,001.44
MOHAWK VALLEY WATER AU...	75985	12/30/2024	MOHAWK VALLEY WATER AU...	002.8300.0415.0000	1,470.00
COOPER ELECTRIC	75927	01/21/2025	COOPER ELECTRIC	002.8300.0319.0000	151.20
GRAINGER INC	75943	01/21/2025	BATTERIES AND DISINFECTING...	002.8300.0319.0000	73.15
POSTMASTER	75998	01/21/2025	POSTAGE DUE	002.8300.0404.0000	56.90
BLISS ENVIRONMENTAL SERVI...	75912	01/21/2025	BLISS	002.8300.0319.0000	29.43
Fund 002 - WATER Total:					39,086.91

Fund: 003 - SEWER

NATIONAL GRID	75987	12/30/2024	ELECTRIC	003.8110.0401.0000	7,380.12
EBAY.COM	DFT0005426	01/21/2025	Ebay part	003.8110.0300.0000	235.96
LOWE'S HOME IMPROVEMEN...	75966	01/21/2025	BUILDING CLEANING SUPPLIES...	003.8110.0300.0000	146.30
DELL MARKETING L.P.	75933	12/30/2024	OFFICE 365	003.8110.0445.0000	679.38
DELL MARKETING L.P.	75933	12/30/2024	PROOFPOINT	003.0003.0481.0000	123.67
DELL MARKETING L.P.	75933	12/30/2024	PROOFPOINT	003.8110.0444.0000	88.33
AQUA-AEROBIC SYSTEMS, INC	75905	12/30/2024	FILTER CLOTH	003.8110.0200.0000	324.86
AQUA-AEROBIC SYSTEMS, INC	75905	12/30/2024	Filter Cloth for Reclaim System	003.8110.0200.0000	10,504.00
HOWLAND PUMP AND SUPPLY..	75947	12/30/2024	condensate return pump	003.8110.0200.0000	3,430.77
HOWLAND PUMP AND SUPPLY..	75947	01/21/2025	Digester heating pump parts	003.8110.0300.0000	400.00
HOWLAND PUMP AND SUPPLY..	75947	01/21/2025	DIGESTER PARTS	003.8110.0300.0000	272.04
RICHARD GOODWIN	76003	12/30/2024	MEALS	003.8110.0400.0000	80.00
DAN HATCH	75929	12/30/2024	MEAL	003.8110.0418.0000	20.00
ATLAS COPCO COMPRESSORS	75907	01/21/2025	BLOWER SERVICE KIT	003.8110.0200.0000	2,248.90
MARK ARMSTRONG	75970	12/30/2024	MEALS	003.8110.0400.0000	20.00
MARK ARMSTRONG	75970	12/30/2024	MEALS	003.8110.0418.0000	110.00
JESSE DOTY	75953	12/30/2024	MEALS	003.8110.0418.0000	160.00
ANTHONY GRIFFIN	75903	12/30/2024	MEALS	003.8110.0413.0000	132.17

Expense Approval Report

Payment Dates: 1/10/2025 - 1/21/2025

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
ANTHONY GRIFFIN	75903	12/30/2024	MEALS	003.8110.0418.0000	190.00
ANTHONY GRIFFIN	75903	12/30/2024	MEALS	003.8110.0443.0000	94.29
JAMES CULLEN	75950	12/30/2024	MEALS	003.8110.0418.0000	220.00
LOWE'S HOME IMPROVEMEN...	75966	12/30/2024	CLEANING SUPPLIES FOR PLA...	003.8110.0300.0000	166.34
CHRISTOPHER CARNEY	75924	12/30/2024	MEALS	003.8110.0418.0000	180.00
BARTON & LOGUIDICE,DPC	75909	12/30/2024	MOVE TO 2024 PO03420-R1	003.8110.0400.0001	2,580.00
TOTAL SOLUTIONS	76022	01/21/2025	MONTHLY SERVICE	003.8110.0444.0000	547.77
EASTERN CROWN INC	75935	12/30/2024	superchlor	003.8110.0308.0000	39.30
EASTERN CROWN INC	75935	12/30/2024	superchlor	003.8110.0308.0000	373.00
AMERICAN BANKERS INSURA...	75902	01/21/2025	FLOOD INSURANCE	003.0003.0481.0000	1,785.50
AMERICAN BANKERS INSURA...	75902	01/21/2025	FLOOD INSURANCE	003.8110.0441.0000	8,927.50
KOESTER ASSOCIATES, INC	75961	12/30/2024	PUMP SEALS	003.8110.0200.0000	5,494.74
ADIRONDACK ENVIRONMENT...	75899	12/30/2024	SPEDES PERMIT WASTEWATER...	003.8110.0400.0000	683.40
TR ENTERPRISES, LLC	76023	12/30/2024	DEVICE RETESTED	003.8110.0300.0000	75.00
SENECA PLUMBING AND HEAT...	76011	12/30/2024	plumbing supplies	003.8110.0300.0000	65.00
SENECA PLUMBING AND HEAT...	76011	12/30/2024	plumbing supplies	003.8110.0300.0000	56.52
USA BLUE BOOK	76030	12/30/2024	USA BLUE BOOK	003.8110.0200.0000	477.27
COOPER ELECTRIC	75927	12/30/2024	electrical supplies	003.8110.0300.0000	18.64
MGM PARTS DISTRIBUTORS, I...	75977	12/30/2024	PARTS	003.8110.0411.0000	78.82
MGM PARTS DISTRIBUTORS, I...	75977	12/30/2024	TRUCK PARTS	003.8110.0411.0000	360.37
NYE AUTOMOTIVE GROUP INC.	75991	01/21/2025	WIPER ARM	003.8110.0411.0000	13.34
NORTHLAND COMMUNICATI...	75990	01/21/2025	PHONE INTERNET	003.8110.0401.0000	376.35
TEMP PRESS INC	76017	12/30/2024	temperature regulator	003.8110.0200.0000	2,475.16
CERTIFIED ENVIRONMENTAL S...	75920	12/30/2024	lab services	003.8110.0415.0000	1,594.00
KEMIRA WATER SOLUTIONS, I...	75958	12/30/2024	IRON SALTS	003.8110.0329.0000	5,486.60
KEMIRA WATER SOLUTIONS, I...	75958	12/30/2024	Iron Salts	003.8110.0329.0000	713.55
KEMIRA WATER SOLUTIONS, I...	75958	12/30/2024	Iron Salts	003.8110.0329.0000	6,376.42
KEMIRA WATER SOLUTIONS, I...	75958	01/21/2025	iron salts	003.8110.0329.0000	5,800.68
GRAINGER INC	75943	01/21/2025	TOGGLE SWITCH	003.8110.0200.0000	6.71
GRAINGER INC	75943	01/21/2025	FLANGE GASKET RING	003.8110.0200.0000	27.22
GRAINGER INC	75943	01/21/2025	FLANGE GASKET RING	003.8110.0300.0000	41.74
ELEMECH INC	75938	12/30/2024	SUPPORT FOR HSOW	003.8110.0400.0002	1,500.00
ELEMECH INC	75938	01/21/2025	2025 SOFTWARE SUPPORT	003.8110.0400.0002	1,500.00
MIDWAY INDUSTRIAL SUPPLY	75982	12/30/2024	vfd control modules	003.8110.0200.0000	272.08
Fund 003 - SEWER Total:					74,953.81
Fund: 005 - CAPITAL					
BARTON & LOGUIDICE,DPC	4943	12/30/2024	MOVE PO04826 TO 2024	005.8300.0401.0022	401.50
MAPLE RIDGE ORGANICS LLC	4945	12/30/2024	CULVERT HIGINBOTHAM	005.5110.0404.0022	404,570.82
Fund 005 - CAPITAL Total:					404,972.32
Fund: 201 - 2010 GLENMORE DAM REHABILITATION					
RAMBOLL AMERICAS ENGINE...	4946	12/30/2024	RAMBOLL AMERICAS ENGINE...	201.8300.0405.0000	24,485.92
HARRISON & BURROWES CON...	4944	12/30/2024	HARRISON & BURROWES CON...	201.8300.0405.0000	202,350.00
Fund 201 - 2010 GLENMORE DAM REHABILITATION Total:					226,835.92
Grand Total:					1,181,869.08

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	436,020.12
002 - WATER	39,086.91
003 - SEWER	74,953.81
005 - CAPITAL	404,972.32
201 - 2010 GLENMORE DAM REHABILITATION	226,835.92
Grand Total:	1,181,869.08

Account Summary

Account Number	Account Name	Payment Amount
001.0001.0481.0000	PREPAIDS, INSURANCE, ...	4,323.75
001.0001.0631.0000	DUE TO OTHER GOVER...	6,400.00
001.0001.0661.0010	Due to School 2023-2024	187,234.63
001.0001.0661.0011	Due to School 2023-2024..	39.42
001.0001.0661.0012	Due to School 2024-2025	50,738.26
001.0001.0661.0013	Due to School 2024-2025..	1,752.53
001.0015.1090.0000	INTEREST AND PENALTY	9,322.20
001.0017.2031.0000	REC CENTER REVENUE	80.00
001.0023.2770.0000	MISCELLANEOUS	5.11
001.1315.0403.0000	Contracts	9,600.00
001.1420.0410.0000	LAW LITIGATION	3,155.00
001.1620.0300.0000	MAT SUPPLIES	67.00
001.1620.0401.0000	ELECTRIC AND GAS	16,747.25
001.1620.0403.0001	CONTRACTS MB/FD	21,206.43
001.1620.0403.0002	CONTRACTS JC	4,976.16
001.1620.0403.0003	CONTRACTS COMBINED	475.45
001.1620.0403.0022	JC Generator Contracts	995.23
001.1620.0404.0000	POSTAGE	1,979.16
001.1620.0406.0000	COPIER CONTRACTS	499.60
001.1640.0401.0000	CENTRAL GASOLINE	9,926.11
001.1640.0402.0000	CENTRAL DIESEL	5,108.40
001.1640.0403.0001	CENTRAL VEHICLE -POLI...	6,320.93
001.1660.0300.0000	Central Office Supplies	629.81
001.1680.0403.0000	CONTRACTS	12,848.78
001.1910.0400.0000	INSURANCE	7,963.43
001.1989.0400.0000	PRINTING	824.41
001.3120.0300.0000	MAT SUPPLIES	367.20
001.3120.0317.0000	CLOTHING	19,727.29
001.3310.0200.0000	EQUIPMENT	2,410.33
001.3410.0200.0000	FIRE EQUIPMENT	2,188.01
001.3410.0300.0000	MEDICAL SUPPLIES	1,379.98
001.3410.0317.0000	CLOTHING	149.73
001.3410.0405.0000	BUILDING MAINTENANC...	151.11
001.3410.0409.0000	EQUIPMENT REPAIR & ...	221.80
001.3410.0413.0000	TRAINING	192.00
001.3410.0438.0000	FIRE MARSHALL ACCOU...	198.91
001.5010.0413.0000	TRAINING	238.00
001.5110.0403.0000	CONTRACTS	695.89
001.5132.0300.0000	DPW MAINTENANCE- RE...	3,357.20
001.5132.0303.0000	GENERAL MATERIALS	597.70
001.5132.0322.0000	TOOLS	179.00
001.5132.0403.0000	CONTRACTS	3,333.04
001.5142.0315.0000	SALT AND SAND	30,636.54
001.7140.0300.0000	MAT SUPPLIES	685.50
001.7140.0403.0000	CONTRACTS	2,693.84
001.7140.0403.2003	CONTRACTS YOUTH BB	860.00
001.7140.0403.2020	CONTRACTS.MUNY BB	1,308.00
001.7140.0403.2021	CONTRACTS.ADULT VB	300.00

Account Summary

Account Number	Account Name	Payment Amount
001.8664.0413.0000	TRAINING	930.00
002.0002.0352.0000	OVERPAY	115.01
002.0002.0481.0000	PREPAIDS, INSURANCE, ...	1,200.08
002.8300.0319.0000	GENERAL MAINTENANCE	287.86
002.8300.0401.0000	UTILITIES	5,030.75
002.8300.0403.0000	CONTRACTS	30.00
002.8300.0404.0000	POSTAGE	11,172.30
002.8300.0415.0000	LAB TESTING	1,470.00
002.8300.0431.0000	TAXES	13,198.08
002.8300.0441.0000	INSURANCE	4,609.17
002.8300.0444.0000	OFFICE TECHNOLOGY EX...	1,973.66
003.0003.0481.0000	PREPAIDS, INSURANCE, ...	1,909.17
003.8110.0200.0000	EQUIPMENT	25,261.71
003.8110.0300.0000	MAT SUPPLIES	1,477.54
003.8110.0308.0000	CHLORINE	412.30
003.8110.0329.0000	LIQUID IRON SALTS	18,377.25
003.8110.0400.0000	CONTRACTUAL SERVICES	783.40
003.8110.0400.0001	OTHER EXPENSE-PROFES...	2,580.00
003.8110.0400.0002	OTHER EXPENSE-SEWER...	3,000.00
003.8110.0401.0000	UTILITIES	7,756.47
003.8110.0411.0000	VEHICLE MAINTENANCE	452.53
003.8110.0413.0000	TRAINING	132.17
003.8110.0415.0000	LAB TESTING	1,594.00
003.8110.0418.0000	MEALS	880.00
003.8110.0441.0000	INSURANCE	8,927.50
003.8110.0443.0000	SANITARY SEWER MATE...	94.29
003.8110.0444.0000	OFFICE TECHNOLOGY EX...	636.10
003.8110.0445.0000	TECHNOLOGY/INTERNET...	679.38
005.5110.0404.0022	2022 Higinbotham Brook...	404,570.82
005.8300.0401.0022	2022 Lake Street Pump S...	401.50
201.8300.0405.0000	GLENMORE DAM REHAB...	226,835.92
Grand Total:		1,181,869.08

Project Account Summary

Project Account Key	Payment Amount
None	1,181,869.08
Grand Total:	1,181,869.08

1. MONTHLY REPORTS

RESOLUTION 25-

Moved by Councilor
Seconded by Councilor

RESOLVED, that Monthly Reports from the City Clerk, City Engineer, Codes Department, Fire Department, Parks and Recreation Department, and Police Department are hereby received and placed on file.

Ayes:

Nays:

MOTION CARRIED/FAILED

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

RESOLUTION 25-

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 amend the veteran's exemption also under Chapter 165; 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 (SEQRA) with respect to the proposed enactment of said Local Law; and

WHEREAS, the adoption of said Local Law is an unlisted action for purposes of environmental review under SEQRA; and

WHEREAS, the Common Council has determined that a short environmental assessment form (EAF) shall be required in connection with this matter; and

WHEREAS, the EAF has been prepared and has been reviewed by the Common Council; and

WHEREAS, the Common Council has considered the adoption of said Local Law, has considered the criteria contained in 6 N.Y.C.R.R. Part 617.7 and has compared the impacts which may be reasonably expected to result from the adoption of said Local Law against said criteria.

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 shall not result in any adverse environmental impacts, 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 February 4, 2025, 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
PROPOSED LOCAL LAW**

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

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 combined income of the owners of the property for the income tax immediately preceding the date of making application for exemption exceeds the sum of \$36,500.00.

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:

Annual Income	Percentage Assessed Valuation Exempt from Taxation
Less than or equal to \$29,000.00	50%
More than \$29,000.00 but less than \$30,000.00	45%
\$30,000.00 or more but less than \$31,000.00	40%
\$31,000.00 or more but less than \$32,000.00	35%
\$32,000.00 or more but less than \$32,900.00	30%
\$32,900.00 or more but less than \$33,800.00	25%
\$33,800.00 or more but less than \$34,700.00	20%
\$34,700.00 or more but less than \$35,600.00	15%

\$35,600.00 or more but less than \$36,500.00

10%”

SECTION 2.

So that the title of Article VI of Chapter 165 is hereby amended to read Article VI “Veterans Exemptions,” and Section 165-14 is hereby amended in its entirety, to read as follows:

“A. Alternative Veteran’s Exemption

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. The maximum exemption from real property taxes for veterans allowable is established as follows:
 - a. Qualifying residential real property shall be exempt from taxation to the extent of fifteen percent of the assessed value of such property; provided, however; that such exemption shall not exceed twelve thousand dollars or the product of twelve thousand dollars multiplied by the latest state equalization rate for the assessing unit, or in the case of a special assessing unit, the latest class ratio, whichever is less.
 - b. In addition to the exemption provided in paragraph (a) of this subdivision, where the veteran served in a combat theatre or combat zone of operations, as documented by the award of a United States campaign ribbon or service medal, or the Armed Forces expeditionary medal, Naval expeditionary medal, Marine Corps expeditionary medal, or global war on terror expeditionary medal, qualifying residential real property also shall be exempt from taxation to the extent of ten percent of the assessed value of such property; provided, however, that such exemption shall not exceed eight thousand dollars multiplied by the latest state equalization rate for the assessing unit, or in the case of a special assessing unit, the class ratio, whichever is less.
 - c. In addition to the exemption provided in para
 - d. graph (a) and (b) of this subdivision, where the veteran received a compensation rating from the United States veteran’s administration or from the Unites States department of defense because of a service-connected disability, qualifying real property shall be exempt from taxation to the extent of the product of the assessed value of such property multiplied by fifty percent of the veteran’s disability rating; provided, however, that such exemption shall not exceed forty thousand dollars multiplied by the latest state equalization rate for the assessing unit, the latest class ration, whichever is less.

- i. For purposes of this exemption for disabled veterans, where a person who served in the active military, naval or air service during a period of war died in service of a service-connected disability, such person shall be deemed to have been assigned a compensation rating of one hundred percent.

B. Cold War Veteran's Exemption

1. 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. The maximum exemption from real property taxes for Cold War veterans allowable is established as follows.
 - a. Qualifying residential real property shall be exempt from taxation to the extent of ten percent of the assessed value of such property; provided; however, that such exemption shall not exceed eight thousand dollars or the product of eight thousand dollars multiplied by the latest state equalization rate for the assessing unit, or in the case of a special assessing unit, the latest class ratio, whichever is less.
 - b. In addition to the exemption provided in paragraph (a) of this subdivision, where the Cold War veteran received a compensation rating from the United States veterans affairs or from the United States department of defense because of a service connected disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property, multiplied by fifty percent of the Cold War veteran disability rating; provided, however, that such exemption shall not exceed forty thousand dollars multiplied by the latest state equalization rate for the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.
2. The Cold War veteran exemption provided for in paragraph (a) of this subdivision shall be granted for a period of ten years.
3. If a Cold War veteran receives the exemption under Section 2(A), the Cold War veteran shall not be eligible to receive the exemption under Section 2(B)."

SECTION 3. Validity and severability.

If any section or part of this local law is declared invalid or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section of this Local Law.

SECTION 4. 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.

Short Environmental Assessment Form

Part 1 - Project Information

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

Part 1 - Question 1: Narrative Description

To enact a Local Law amending Chapter 165 titled, "Taxation" of the Oneida City Code. If enacted the Local Law will amend the income ranges of the Senior Citizen Exemption under Article I of the chapter. It will also expand the Alternative Veterans Exemption under Section 165-14 and create a separate exemption for Cold War Veterans.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
City of Oneida			
Name of Action or Project:			
A Local Law Amd. Income Ranges for Sen. Cit. and Amd. the Alt. Vet Exemption and Cold War Vet. Exemption in Chp. 165 of Oneida Cty Code			
Project Location (describe, and attach a location map):			
City-wide			
Brief Description of Proposed Action:			
The proposed Local Law will amend Chaoter 165 of the Oneida City Code, titled "Taxation." The Local Law will amend the income ranges for senior citizens in Article I and amend the Veterans Exemption in Article VI.			
Name of Applicant or Sponsor:		Telephone: (315) 363-4800	
City of Oneida Common Council		E-Mail: slapera@oneidacityny.gov	
Address:			
109 North Main Street			
City/PO:		State:	Zip Code:
Oneida		NY	13421
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			YES
			<input type="checkbox"/>
			<input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval:			YES
			<input type="checkbox"/>
			<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px;"> a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>City of Oneida Common Council</u> Date: _____		
Signature: _____ Kyle Lovell Title: <u>City Manager</u>		

Project: Local Law to Amend Chapter 165

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	
a. public / private water supplies?	<input checked="" type="checkbox"/>	
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Oneida Common Council

Name of Lead Agency

Date

Kyle Lovell

City Manager

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

3. **ORDER OF SUCCESSION**

RESOLUTION 25-

Moved by Councilor
Seconded by Councilor

RESOLVED, to approve the order of succession for the members of the Common Council pursuant to Section 3.0 (2.10) of the Oneida City Charter.

Mayor Rick Rossi
Deputy Mayor Steve Laureti
Councilor Tom Simchik
Councilor Bill Pagano
Councilor Jim Szczerba
Councilor Andrea Hitchings **
Councilor Rob Winchell**

** Under the terms of the Charter, if two or more Councilors have the same length of service, the one to act as Mayor is selected by lot.

Ayes:

Nays:

MOTION CARRIED/FAILED

4. AMUSEMENT DEVICE LICENSE APPLICATION-NEIL'S VENDING LLC

RESOLUTION 25-

Moved by Councilor
Seconded by Councilor

RESOLVED, to approve the 2025 Amusement Device Application from Neil's Vending LLC, 6734 Strain Rd., Munnsville, NY 13409 for machines located at the Owl's Club, Elk's Club, Oneida Legion, Oneida Towers and Eclectic Chic.

Ayes:

Nays:

MOTION CARRIED/FAILED

OFFICE OF THE CITY CLERK
LICENSE APPLICATION

TYPE: AMUSEMENT DEVICE LICENSE

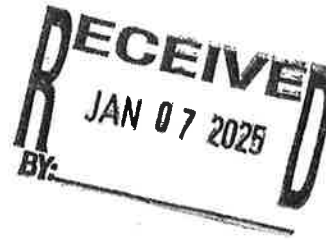
YEAR: 2025

FEES: 1-5 MACHINES \$200 6 OR MORE \$300

DUE: January 1, 2025

Late fee assessed after January 31 \$50

Late fee assessed after February 28 \$100



BUSINESS NAME:

Neil's Vending LLC

OWNER/APPLICANT:

Abbie L Deraway

ADDRESS:

6734 Strain Rd Mannsville, NY 13409

PHONE NUMBER:

315-495-6408

The above referenced business does hereby apply for a license in the City of Oneida for the purpose of owning and operating amusement device machines.

LOCATION

TYPE OF MACHINE

NUMBER OF MACHINES

APPLICANT SIGNATURE:

Abbie L Deraway

DATE:

12-30-24

FOR OFFICE USE ONLY

APPROVED BY THE COMMON COUNCIL

CITY MANAGER

POLICE CHIEF

LICENSE #:

EXPIRES:

December 31, 2025

ONEIDA CITY CLERK

City Clerk-City of Oneida

109 N. Main St. Oneida, NY 13421

315-363-7378

ONEIDA LOCATIONS

OWLS CLUB

POOL TABLE TOUCHTUNES JUKEBOX 3 SILVERSTRIKE BOWLERS

ELKS CLUB

2 TOUCHTUNES JUKEBOX

ONEIDA LEGION

TOUCHTUNES JUKEBOX FOOZEBALL DART MACHINE GOLF GAME

ONEIDA TOWERS

2 BOWLING GAMES

ECLECTIC CHIC

4 PINBALL GAMES PACKMAN/GALAGA VIDEO GAME AIR
HOCKEY

SHUFFLE ALLEY CRANE GAME CHANGE MACHINE

5. AGREEMENT – BRIDGES (A/K/A MADISON COUNTY COUNCIL ON ALCOHOLISM AND
SUBSTANCE ABUSE, INC.)

RESOLUTION 25-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the City Manager to sign an agreement with Bridges, a/k/a Madison County Council on Alcoholism and Substance Abuse, Inc., P.O. Box 389, Oneida, NY 13421, for the 2025 Employee Assistance Program.

Ayes:

Nays:

MOTION CARRIED/FAILED

CONTRACT

This contract made January 1, 2025 between BRIDGES, a/k/a/ Madison County Council on Alcoholism and Substance Abuse, Inc. (hereinafter BRiDGES), and City of Oneida, shall govern the terms of the agreement between the parties whereby BRiDGES shall provide an Employee Assistance Program (hereinafter EAP) to all active regular full and part-time employees of City of Oneida, including those on disability and those receiving Workers' Compensation.

TERM: This agreement shall last for twelve months beginning January 1, 2025 and ending December 31, 2025.

RENEWAL: BRiDGES agrees that at the end of the term of this agreement, it will renew annually for another one-year term. Updated employee count, terms, and price levels will be negotiated at that time.

PRICE: The total twelve month cost of the EAP will be \$2,200.00 payable annually. Payments will be due upon receipt of invoice. City of Oneida agrees to make payment within thirty days of the due date. Payment is to be made to the order of the Madison County Council on Alcoholism and Substance Abuse, Inc. Mailing address is PO Box 389, Oneida, NY 13421.

It is understood that this price is determined on the basis of \$20.00 per covered employee per year. City of Oneida hereby warrants that its current work force number is 110, and agrees to give documentary evidence of this fact on request by BRiDGES. City of Oneida further agrees to give written notice to BRiDGES of every change, either reduction or increase, in the number of persons in its work force which exceeds five persons. In the event the number of covered employees changes by more than five persons, the price of the service provided will be adjusted and pro-rated to the date BRiDGES receives a notice of change.

CANCELLATION AND REFUND: This agreement may be canceled on sixty (60) days written notice by either of the parties. If the agreement is canceled by BRiDGES at any time during its term, the amount due will be prorated to the effective date of cancellation and any excess amount paid BRiDGES will be refunded in full. If the agreement is canceled by City of Oneida effective prior to October 1, 2025 the amount due will be prorated to the effective date of cancellation and any excess amount paid BRiDGES will be refunded. If the agreement is canceled by City of Oneida effective after October 1, 2025 the full annual amount will become immediately due and payable.

EAP OPERATIONS:

A. BRiDGES will provide the following EAP services:

1. Upon contract signature for new and existing contracts, contracts will be given an on-site (or virtual if requested) orientation for supervisors, management and employees.
2. Up to 10 hours on-site or virtual service, each contract year, including but not limited to:

training/wellness workshops, tabling events, critical incident debriefs, and other employee and supervisor trainings as identified by need. Additional trainings above and beyond the 10 hours contracted can be requested for a flat rate per training.

Please allow 1 month notice for any training requests allowing time to prepare or we may be unable to provide the requested training topic.

3. Problem assessment and referral services for a wide range of employee concerns including, but not limited to: marital problems, alcoholism and substance abuse, financial difficulties, separation and divorce issues, depression and other concerns which interfere with job performance.

4. Follow-up consultations for employees who have returned from inpatient treatment.

5. Consultation on workplace intervention including, but not limited to: workplace violence, drug free workplace policy, and critical incident stress management.

6. Literature, including but not limited to a monthly flyer, and posters/ other materials for employees on EAP services.

7. Utilization reports on a quarterly basis with demographic information as requested by City of Oneida. Reports will be provided within 30 days of the end of each quarter.

B. BRiDGES will limit its services in the following ways:

1. BRiDGES staff will be available from 8:00 am until 5:00 pm Monday through Friday with evening hours available on Tuesday. A 24-hour answering machine will be available to provide callers with the numbers for crisis services, or to take messages after hours. BRiDGES will be closed on all Federal holidays and reserves the right to close based on the decision of management and the Board of Directors.

2. All EAP services may be provided via the following methods: Telephone or Face to Face which includes onsite and virtual.

3. BRiDGES will not provide long term counseling. BRiDGES will limit its provision of services for any one employee on any one problem to no more than five sessions in which BRiDGES will perform only assessment, identification, stabilization, intervention and referral services. BRiDGES does not self-refer.

C. BRiDGES will limit its services in the following ways:

1. BRiDGES staff will be available from 8:00 am until 5:00 pm Monday through Friday with evening hours available on Tuesday. BRiDGES will be closed on all Federal holidays and reserves the right to close based on the decision of management and the Board of Directors. A 24-hour answering machine will be available to provide callers with the numbers for crisis services, or to take messages after hours.

2. All EAP services may be provided via the following methods: Telephone or Face to Face which includes onsite and virtual.

3. BRiDGES will not provide long term counseling. BRiDGES will limit its provision of services for any one employee on any one problem to no more than five sessions in which BRiDGES will perform only assessment, identification, stabilization, intervention and referral services. BRiDGES does not self-refer.

C. City of Oneida will be responsible for the following:

1. A central location where employees and supervisors will have access to EAP announcements and literature.

2. Adequate space for EAP program activities held at the City of Oneida facilities at no cost to BRiDGES.

3. Attendance at EAP programs is solely City of Oneida responsibility.

4. We strive to provide exceptional service to all our clients while maintaining a safe and welcoming environment. However, there may be circumstances under which we reserve the right to refuse service to a client. These circumstances include, but are not limited to: a) Safety concerns: If a client's behavior poses a threat to the safety of our employees or other clients, we reserve the right to refuse service. This includes instances of verbal aggression, harassment, or any other behavior that compromises safety. b) Legal requirements: We are committed to upholding legal obligations and ethical standards. In cases where providing service would violate laws or regulations, we reserve the right to refuse service. Process for Refusal of Service: If a situation arises that warrants refusal of service our staff will handle it with professionalism and sensitivity. Clients will be informed of the reason for refusal of service in a respectful manner.

LIABILITY: BRiDGES will maintain a professional liability insurance policy with an aggregate limit of \$1,000,000. And an each claim limit of \$500,000 during the entire term of this agreement. BRiDGES will indemnify City of Oneida for any and all claims and actions arising out of BRiDGES service provided under this contract.

ENTIRE AGREEMENT: The parties stipulate that this is the entire agreement and that any other written or oral agreements are not binding on the parties unless made a part of this agreement in writing signed by both parties.

CHOICE OF LAWS: This agreement will be interpreted according to the laws of the State of New York.

AGREED this February 1, 2025.

BRiDGES/Madison County Council on Alcoholism & Substance Abuse, Inc.
PO Box 389, 1507 Upper Lennox Ave., Oneida, NY 13421

Maureen Campanie, Executive Director
Signature & Date

City of Oneida
Signature & Date

6. BUDGET TRANSFERS/AMENDMENTS

RESOLUTION 25-

Moved by Councilor
Seconded by Councilor

RESOLVED, to approve the 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>
2025 Budget Adjustments		
\$ 1,000.00	001.3650.0400.0002 Demolition-Protective Measures	001.0001.0912.0000 General Fund Balance
<i>To allocate funds to cover expenses at 136 Madison St-Property owner invoiced</i>		

	<u>To</u>	<u>From</u>
2024 Budget Adjustments		
\$ 2,004.85	001.9785.0600.0001 Police Leased Vehicles	001.9011.0807.0000 Police & Fire Retirement
<i>To re-allocate funds to cover 2024 expenses on Police leased vehicles</i>		

\$ 2,000.00	001.1910.0400.0000 Insurance	001.9011.0807.0000 Police & Fire Retirement
<i>To re-allocate funds to cover cybersecurity insurance expenses in 2024</i>		

Ayes:

Nays:

MOTION CARRIED/FAILED

7. DESIGNATE POLLING PLACES (2025)

RESOLUTION 25-

Moved by Councilor

Seconded by Councilor

RESOLVED, that the polling places in the City of Oneida for 2024 are hereby designated as follows:

WARD 1-1	St. Paul's United Methodist Church-551 Sayles St.
WARD 2-1	St. Paul's United Methodist Church-551 Sayles St.
WARD 3-1	Kallet Civic Center. 159 Main St.
WARD 4-1	Kallet Civic Center. 159 Main St.
WARD 5-1	Kallet Civic Center. 159 Main St.
WARD 6-1	Kallet Civic Center. 159 Main St.

Ayes:

Nays:

MOTION CARRIED/FAILED

MADISON COUNTY
Board of Elections



**Democratic
Elections Commissioner**
Laura Martino

Deputy Commissioner
Maggie Conley

County Office Building
PO Box 666
Wampsville, NY 13163
Telephone: 315-366-2231
Fax: 315-366-2532

BOEcommissioners@madisoncounty.ny.gov

**Republican
Elections Commissioner**
Mary F. Egger

Deputy Commissioner
Kathy R. Slade

January 6, 2025

City & Town Clerks:

Attached, please find the list of polling place(s) for your town or city, along with the polling place report certifying the polling places for your town or city. The certified date is the date your town board or city council approves the polling places and you certify the report.

Please have your Town or City Board approve the designated polling places at their next meeting and make any changes, if necessary. **Polling places must be designated by March 15th of each year.**

We need the form mailed to our office at the address above or emailed to boecommissioners@madisoncounty.ny.gov by February 28, 2025. If you have any questions about this, please call or email us.

Thank you for your attention to this matter.

New York State Election Law 4-104.

Registration and polling places; designation of

1. Every board of elections shall, in consultation with each city, town and village, designate the polling places in each election district in which the meetings for the registration of voters and for any election may be held.

MADISON COUNTY BOARD OF ELECTIONS

MADISON COUNTY POLLING PLACES

BROOKFIELD	BR1	Leonardsville Fire House, 11306 Mill St, Leonardsville 13364
	BR2	Town Building, 10535 Main St, Brookfield 13314
	BR3	Fire House, 9199 Main St, North Brookfield 13418
CAZENOVIA	CA1	New Woodstock Free Library, 2106 Main St, New Woodstock 13122
	CA2,3,6	American Legion, 26 Chenango St, Cazenovia 13035
	CA4,5	Cazenovia Public Library, 100 Albany St, Cazenovia 13035
DERUYTER	DE1	DeRuyter Town Building, 735 Utica St, DeRuyter 13052
EATON	EA1,2	Madison County Cornell Cooperative Extension 100 Eaton St. Morrisville 13408
FENNER	FE1	Town Hall, 3151 Fenner East Rd, Cazenovia 13035
GEORGETOWN	GE1	Town Hall, 995 State Route 26, Georgetown 13072
HAMILTON	HA1,2	Public Library, 13 Broad St, Hamilton 13346
	HA3	Village Clerk's Office, 8 N Main St, Earlville 13332
	HA4	Poolville Community Center, 7484 Willey Rd, Earlville 13332
LEBANON	LE1	Lebanon Town Office, 1210 Bradley Brook Rd, Earlville 13332
	LE2	Randallsville New Life Church Cafe, 1528 River Rd, Hamilton 13346
LENOX	LX1	Grace Lutheran Church, 3965 Carter Rd, Canastota 13032
	LX2,3	St. Agatha's Church Center, 329 N Peterboro St, Canastota 13032
	LX4,5	Canastota VFW, 3835 E Canal St, Canastota 13032
	LX6	Heritage Baptist Church, 133 Genesee St, Canastota 13032
LINCOLN	LI1, 2	Lincoln Town Hall, 6886 Tuttle Rd, Canastota, NY 13032
MADISON	MA1, 2	Fire Hall, 7362 State Route 20, Madison 13402
NELSON	NE1	Fire House, 3653 Eatonbrook Rd, Erieville 13061
	NE2	Town Office Bldg, 4085 Nelson Rd, Cazenovia 13035
SMITHFIELD	SM1	Smithfield Community Center, 5255 Pleasant Valley Rd, Peterboro 13134
STOCKBRIDGE	ST1,2	Town Building, 5314 N Main St, Munnsville 13409
SULLIVAN	SU1,6	Sullivan Free Library, 101 Falls Blvd. Chittenango 13037
	SU2,8,10	Sullivan Vets Memorial Parks and Rec Bldg, 707 Mohawk St, Chittenango 13037
	SU3,9	Bridgeport Fire House, 427 Main St, Bridgeport 13030
	SU4,7,11	Town Office Building, 7507 Lakeport Rd, Chittenango 13037
	SU5	Fyler Community Hall, 1224 Fyler Road, Kirkville 13082
ONEIDA	ON1,2	St. Paul's United Methodist Church, 551 Sayles St, Oneida 13421
	ON3,4,5,6	Kallet Civic Center, 159 Main St, Oneida 13421

Districts: 52

Poll sites: 32

8. BUDGET TRANSFER/WATER FUND

RESOLUTION 25-

Moved by Councilor

Seconded by Councilor

WHEREAS, by Resolution duly adopted on April 7, 1992, the City has established a Capital Reserve Fund to finance the cost of construction or reconstruction of water treatment and transmission facilities, pursuant to General Municipal Law, Section 6-c, **and**

WHEREAS, pursuant to said Resolution, the City Comptroller has deposited monies of this reserve fund in a separate bank account known as the Water Reserve Fund, **now therefore be it**

RESOLVED, that the City Comptroller is hereby authorized to transfer \$123,966.73 from the Water Fund to the Water Reserve Fund.

Ayes:

Nays:

MOTION CARRIED/FAILED

9. AGREEMENT-VILLAGE OF WAMPSVILLE SNOWPLOWING

RESOLUTION 25-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the City Manager to sign the 2025 Snowplowing Agreement with the Village of Wampsville, 118 N. Court St., P.O. Box 51, Wampsville, NY 13163 for the period of January 1, 2025, through December 31, 2025.

Ayes:

Nays:

MOTION CARRIED/FAILED

SNOWPLOWING AGREEMENT

THIS AGREEMENT, made and entered into this January 13, 2025 between the **CITY OF ONEIDA** a municipal subdivision of the State of New York situated in Madison County (Post Office Address: c/o City Clerk, 109 North Main Street, Oneida, NY 13421), herein referred to as "Oneida," and the **VILLAGE OF WAMPSVILLE**, a municipal subdivision of the State of New York situated in Madison County (Post Office Address: c/o Village Clerk, 118 N. Court Street, P.O. Box 51, Wampsville, NY 13163), herein referred to as "Wampsville,"

WHEREAS, Wampsville is responsible for snow plowing and ice control on each village highway of the Village of Wampsville and Oneida is responsible for snow plowing and ice control on each city highway of the City of Oneida, and

WHEREAS, by reason of topography and geography it would be in the best interest of Oneida to have Wampsville responsible for such snow and ice removal on certain portions of Daniels Drive, and

WHEREAS, both Wampsville and Oneida are desirous of entering into an intermunicipal agreement pursuant to General Municipal Law Article 5-G to compensate Wampsville for the snow and ice removal responsibilities for the above road.

NOW, THEREFORE, IT IS HEREBY AGREED by Wampsville and Oneida as follows:

1. The Village of Wampsville agrees to be responsible for snow and ice removal at the following locations within the City of Oneida:

- a. The entirety of Daniels Drive located in the City of Oneida.
- b. The distance to be plowed is 630 feet.
- c. Oneida shall pay Wampsville the sum of One Thousand Dollars and 00/100 Cents (\$1,000).

2. a. Wampsville shall, at its own cost and expense, provide the tools, equipment, materials (sand and salt) and personnel necessary to clear snow from and sand for ice control for the aforementioned road to the extent that each Wampsville, through its Highway Superintendent, deems necessary to provide reasonable passage and movement of vehicles over such roads.

b. All work hereunder shall be performed according to customary and approved New York State standards and in such manner as to accomplish the obligation imposed on Wampsville with respect to snow removal and control of snow and ice on its own highways, roads and streets.

3. Each municipality agrees that its status while performing services pursuant to this Agreement is that of an independent contractor and the municipality, its employees and/or agents will neither hold themselves out as, nor claim to be, officers or employees of the other

municipality in any matter, including, but not limited to Workers' Compensation, Unemployment Insurance benefits, Social Security or retirement membership or credit.

4. Each municipality does hereby agree to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this contract during all phases of the performance of the various provisions of work to be performed herein naming the other party as an additional named insured.

5. Each municipality shall transmit in writing to the Clerk of the other municipality within two (2) days after receipt thereof of any written notice received regarding any unsafe, dangerous or obstructed condition of any road subject of this Agreement, and the receiving municipality shall take any necessary corrective action with respect thereto as soon as possible.

6. Should any dispute arise between the parties respecting the terms of this Agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York, by three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within 30 days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.

7. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Village of Wampsville:	c/o Village Clerk 118 N. Court Street P.O. Box 51 Wampsville, NY 13163
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To City of Oneida:	C/o City Clerk 109 North Main Street Oneida, NY 13421
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8. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

9. This Agreement shall be for a term of one (1) year, said term to commence on January 1, 2025, and to extend through December 31, 2025. Thereafter, this Agreement shall be automatically renewed four (4) times, and each renewal term shall be for a period of one year. This Agreement may be terminated for cause, by either party, by giving 60 days' written notice of its intention to terminate this Agreement to the other party.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective duly authorized officials on the day and year first above written.

CITY OF ONEIDA

By: _____
Kyle Lovell, City Manager

Attest:

Sandra L. LaPera, City Clerk

VILLAGE OF WAMPSVILLE

■: _____
Gerald Seymour Jr., Mayor

Attest:

Debbie Waxenfeld
Debbie Waxenfeld, Village Clerk/Treasurer

10. MEMORIAL DAY PARADE

RESOLUTION 25-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the City Manager to sign an agreement with Sunshine Hammon, President, Oneida Memorial Association, to be co-sponsors of the Memorial Day Parade on Friday, May 23, 2025, whereby the Association will organize, conduct, and be in charge of the Memorial Day Observance, and the City of Oneida will provide liability coverage for the parade.

Ayes:

Nays:

MOTION CARRIED/FAILED

2025 MEMORIAL DAY PARADE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, between the City of Oneida, a municipal corporation organized and existing under and by the virtue of the laws of the State of New York and having its principal office at City Hall, 109 North Main Street, Oneida, New York, 13421 and the Oneida Memorial Association, PO Box 93, Oneida, NY 13421 (the Association); **and**

WHEREAS, the City's official observance of Memorial Day and as part of its recreation programs to promote culture and the performing arts, the City is desirous of having a parade in the City ("the observance"), **and**

WHEREAS, the observance is scheduled for Friday, May 23, 2025, **and**

WHEREAS, the Association has offered to organize, conduct and be in charge of the observance, **and**

WHEREAS, it is anticipated that the Association will incur expenses in connection with conducting the observance; **now therefore**

IT IS HEREBY AGREED by the City and the Association to be co-sponsors of the Memorial Day event whereby the Association will organize, conduct and be in charge of the Memorial Day Observance, and the City of Oneida will provide liability coverage for the parade, **and**

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

ONEIDA MEMORIAL ASSOCIATION

BY: _____

Sunshine Hammon, President
Oneida Memorial Association

SEAL

CITY OF ONEIDA

BY: _____

Kyle Lovell, City Manager
City of Oneida

ACKNOWLEDGMENTS

STATE OF NEW YORK)

)SS:

COUNTY OF MADISON)

On the ____ day of _____, in the year 2025, before me, the undersigned, **Sunshine Hammon**, President, Oneida Memorial Association, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to be within said instrument and she acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

Notary Public

STATE OF NEW YORK)

)SS:

COUNTY OF MADISON)

On the ____ day of _____, in the year 2025, before me, the undersigned, **Kyle Lovell**, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the within instrument, who, being by me duly sworn did depose and say that he is the City Manager of the City of Oneida described in and which executed the foregoing instrument; that he knows the seal of said municipal corporation; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested and pursuant to a resolution of the City Council of the City of Oneida.

Notary Public

11. AGREEMENT-SHERRILL-ONEIDA KENWOOD SEWAGE TREATMENT

RESOLUTION 25-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the City Manager to sign an agreement with the City of Sherrill for sewage treatment (Sherrill-Oneida Kenwood) commencing on the date the agreement is executed by the last to sign of Sherrill and Oneida and terminating ten (10) years thereafter.

Ayes:

Nays:

MOTION CARRIED/FAILED

12. AGREEMENT -- NY URGENT CARE PRACTICE P.C. (WELLNOW)

RESOLUTION 25-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the City Manager to sign a service agreement with NY Urgent Care Practice P.C., 7375 Oswego Road, Liverpool NY 13090 (WellNow Occupational Medicine) to provide occupational health services for the City's drug and alcohol testing and annual physicals for 2025.

Ayes:

Nays:

MOTION CARRIED/FAILED

This Occupational Medicine Service Agreement (the "Agreement") is entered into with an effective date of January 14th 2025, by and between **WellNow Urgent Care P.C.** (hereinafter referred to as "Provider"), a New York professional services corporation with a principal place of business located at 281 Sanders Creek Pkwy, East Syracuse, NY 13057 and _____ (hereinafter referred to as "Client"), a New York Company with a principal place of business located at _____.

WHEREAS, Provider provides occupational health services through its duly licensed providers; and

WHEREAS, Client desires to engage Provider to provide occupational health services; and

WHEREAS, Provider and Client agree that Client will retain Provider to provide occupational health services as more fully set forth herein; and

NOW, THEREFORE, in consideration of the mutual agreement, covenants, terms and conditions in this Agreement, the parties agree as follows:

1.0 RESPONSIBILITIES OF PROVIDER

1.1 **Services**- As requested by Client, Provider will provide occupational health services at the rates set forth in Exhibit "A" (the "Services"), which is attached hereto and made a part hereof.

1.2 **Billing**- Provider will submit invoices promptly to Client for Services rendered in monthly arrears. Provider shall be entitled to the fees listed on the Fee Schedule on Exhibit "A".

2.0 RESPONSIBILITIES OF CLIENT

2.1 **Payment**- Client will pay Provider within thirty (30) days of the invoice date in accordance with the terms and rates expressed herein. After thirty (30) days, interest will be charged at one and one half percent (1.5%) per month on all unpaid balances. In the event a balance remains unpaid after 90 days, Client shall pay Provider at the time of service for all future Services rendered ("COD Status"). Client shall remain on COD Status until all unpaid balances are paid in full.

2.2 **Other Responsibilities**- Client's other responsibilities (if any) are set forth in Exhibit "B", which is attached hereto and made a part hereof.

3.0 TERM AND TERMINATION

3.1 **Term**- The term of this Agreement shall be for a period of one (1) year from the effective date as set forth in the introductory paragraph and automatically renew each subsequent year for an additional one-year periods, unless terminated as set forth below.

3.2 **Termination**- Either party may terminate this Agreement without cause with thirty (30) days advance written notice.



4.0 MISCELLANEOUS

4.1 Relationship of Parties- Provider agrees to provide the Services to Client as an independent contractor. Client shall not have and shall not exercise any control or direction over the means, manner or method by which the Services are carried out and performed pursuant to this Agreement. Nothing herein shall be construed to create a relationship of employer/employee, partner, joint venture, or principal/agent between Provider and Client.

4.2 Ownership of Records- All records concerning the Services provided hereunder shall belong to and remain the property of Provider. Provider will provide Client with reasonable access to such records as necessary for Client's legal or regulatory compliance purposes, or in the case of litigation against Client, unless such access is prohibited by applicable law or regulations. The provisions contained in this Section 4.2 shall survive the expiration or termination of this Agreement.

4.3 Entire Agreement- This Agreement contains the entire agreement between the parties relating to the subject matter hereof and it supersedes any prior Agreement or understandings, whether oral or written, between the parties or with respect to the subject matter hereof. This Agreement may not be modified or amended orally or by any course of conduct or usage of trade but only by an Agreement in writing duly executed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their legal representatives, heirs, successors and assigns.

4.4 Governing Law- This Agreement shall be understood to be in accordance with, and governed by, the laws of the State of New York without regard to its conflicts of law provisions, and all actions to enforce any rights under this Agreement shall be brought and enforced in the federal or state courts located in Onondaga County and each party hereby irrevocably submits to the venue and jurisdiction of such courts. In addition, in the event litigation is commenced to interpret or enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and litigation expenses.

4.5 Limitation of Liability- IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES PROVIDED BY PROVIDER OR THE WELLNOW PROFESSIONALS, INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR PROFITS, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES RECEIVED BY PROVIDER FROM CLIENT UNDER THIS AGREEMENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. The Parties acknowledge that the limitations in this Section 4.5 have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy.

4.6 Acts of God- Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement (other than payment obligations) or other interruption of service deemed to result, directly or indirectly, from Acts of God or any similar or dissimilar cause beyond the reasonable control of any party.

4.7 Notices- Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set forth in the introductory paragraph.

4.8 Confidentiality; Intellectual Property; HIPAA-



4.8.1. Each party understands that the other party (the “Disclosing Party”) may disclose business, technical or financial information to it relating to the Disclosing Party’s business that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement and any other agreement between the Parties (“Confidential Information”). The party receiving such information (the “Receiving Party”) agrees: (a) to take precautions to protect Confidential Information of the Disclosing Party consistent with the precautions that it takes for its own Confidential Information of a similar nature, but in no case less than reasonable precautions, and (b) not to use (except in performance of this Agreement or as otherwise permitted herein) or divulge to any third person any Confidential Information of the Disclosing Party. Confidential Information excludes information that: (a) is or becomes generally available to the public; (b) was in the Receiving Party’s possession or known by the Receiving Party prior to receipt from the Disclosing Party; or (c) was independently developed without use of any Confidential Information of the Disclosing Party. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided that the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. Each party may disclose Confidential Information to its subcontractors, agents and other representatives, so long as such persons are subject to confidentiality terms consistent with or more stringent than this Section.

4.8.2. Each party owns certain logos, trademarks, service marks, and tradenames (collectively the “Marks”), trade secrets, proprietary information, software, applications, inventions, or modifications and improvements of such intellectual property (collectively, with respect to a party, the “IP”). All proprietary rights, ownership and goodwill in a party’s IP will inure and belong to such party. Except as explicitly provided, nothing in this Agreement involves the transfer of any intellectual property rights of a party’s IP.

4.8.3. Each party will comply with the provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) including the effective dates of regulations adopted to implement HIPAA and HITECH or other such amendments. Specifically, each party will protect the privacy, integrity, security, confidentiality and availability of the protected health information (as that term is defined in 45 C.F.R. § 160.103) disclosed to, used by, or exchanged by the parties by implementing appropriate privacy and security policies, procedures, and practices and physical and technological safeguards and security mechanisms, all as required by, and set forth more specifically in, the HIPAA Privacy Regulations and the HIPAA Security Regulations, codified at 45 C.F.R. Part 164. No results or Protected Health Information (as such term is defined by HIPAA) will be shared with Client, unless a signed HIPAA authorization is signed and on file with Provider. Notwithstanding any other provisions of this Agreement to the contrary, either party may notify the other of any modifications it believes necessary to bring this Agreement into compliance with any new HIPAA regulations and/or HIPAA. If agreed by the parties, such modifications will be incorporated as an addendum to this Agreement. The provisions contained in this Section 4.2 shall survive the expiration or termination of this Agreement.

4.9 Assignment- Neither this Agreement nor any interest herein may be assigned in whole or in part by either party without obtaining the prior written consent of the other party; *provided, however*, that Provider may assign, delegate, transfer or convey its rights, benefits and/or obligations hereunder (whether by merger, consolidation, operation or otherwise) to an entity into which Provider is merged or with which Provider is consolidated or to a purchaser of all or substantially all of its assets or capital stock or as part of a corporate reorganization.

4.10 Waiver of Breach- The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.



4.11 Severability- If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

4.12 Construction- The parties understand, agree, and acknowledge that this Agreement has been freely negotiated by the parties and that should any controversy arise over the meaning, interpretation, validity or enforceability of this Agreement or of its terms and conditions, there shall be no inference, presumption or conclusion drawn against either party by virtue of that party having drafted this Agreement or any part of it.

4.13 No Exclusions- Neither party will be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by either party's employees, or any other similar cause beyond the reasonable control of such party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written above.

WellNow Urgent Care, P.C.

Client: _____

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT A



2025 Fee Proposal-City of Oneida

Service	Price
Audiogram w/ interpretation	\$54.00
EKG w/ interpretation	\$63.00
Breath Alcohol w/ Confirmation	\$45.00
CBC w/ Dif Lab	\$54.00
CMP Lab	\$54.00
Exam-Firefighter	\$81.00
Hep B-Titre	\$90.00
Lipid Panel Lab	\$54.00
On-Site Fee	\$500.00
PSA	\$72.00
TB Placement	\$31.50
Tittmus Vision Test	\$31.50
NON-DOT Urine Drug Screen Collection w/ MRO	\$67.50
Chest X-Ray (2 view)	\$112.50
Police Exam	\$100.00
PFT	\$55.00



NEW BUSINESS:

Motion to adjourn by Councilor
Seconded by Councilor

Ayes:

Nays:

MOTION CARRIED/FAILED

The regular meeting is hereby adjourned at _____ p.m.

CITY OF ONEIDA

Sandra LaPera, City Clerk