



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

AGENDA

Date:	April 1, 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

PROCLAMATION: Autism Awareness Month-Received by Jennifer and Benjamin Bailey/family

PRESENTATION: BRIDGES (Impact of alcohol, tobacco and other drugs on our community)
Heather Bernet, Valarie Webb, Joshua Wagner and Samantha Dartt

PUBLIC COMMENT: Limited to 3 minutes

OLD BUSINESS:

REPORTS:

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

Approval of the Minutes: March 18, 2025

Approval of Warrant: 7

Item	Title	Facilitator
1.	SALARY SCHEDULE CHANGE: approve changing the 2025 Adopted Salary Schedule to remove 1 DPW Public Works Supervisor and add 1 Senior Motor Equipment Operator	ROWE
2.	MOBILE FOOD VENDOR LICENSE FEE: approve the transfer of the Mobile Food Vendor Annual License Fee of \$150 from Firehouse Hot Dogs, paid on 12-31-24 for calendar year 2025 to Fitzgeralds Firehouse Hot Dogs	LAPERA
3.	LEASE AGREEMENT: authorize the City Manager to sign a Lease Agreement with BME for a leased copier for the City Clerk's office	LAPERA
4.	CAPITAL PROJECT 25-1: authorize the City Engineer to proceed with Capital Project 25-1; authorize the use of Unit Prices established for 2025 by Madison County; authorize the Purchasing Agent to advertise for bids for any portions of the project not covered under the County's Unit Pricing; authorize the City Engineer to expend funds up to the programmed amount dispersed by	ROWE

Item	Title	Facilitator
	NYS DOT; and authorize the City Manager to sign any and all documents related to Capital Project 25-1	
5.	AGREEMENT: authorize the City Manager to sign an agreement with Servomation Refreshments Inc. for vending machines at the Rec Center	GRIFF
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.	ADVERTISE FOR BIDS: authorize the Purchasing Agent to advertise for bids for hydrants for the Water Department	SMOLINSKI

NEW BUSINESS:

MINUTES OF THE COMMON COUNCIL
REGULAR MEETING
APRIL 1, 2025

A meeting of the Common Council of the City of Oneida, NY was held on the first day of April 2025 at 6:30 pm at the City of Oneida Common Council Chambers, 109 N. Main Street, Oneida NY 13421.

The meeting was called to order by Mayor Rick Rossi.

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

Also Present

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

Call to Order/Pledge of Allegiance/Roll Call

PROCLAMATION: Autism Awareness Month-Received by Jennifer and Benjamin Bailey/family

PROCLAMATION
CITY OF ONEIDA, NEW YORK
National Autism Awareness Day

WHEREAS, autism spectrum disorder (ASD) is a complex developmental condition that affects an estimated 1 in 36 children in the United States, as well as countless adults, impacting communication, behavior, and social interactions; and

WHEREAS, individuals with autism are valuable members of our community, contributing their unique talents, perspectives, and strengths to our schools, workplaces, and society; and

WHEREAS, National Autism Awareness Day, recognized annually on April 2nd, provides an opportunity to increase understanding and acceptance of autism, promote early diagnosis and intervention, and support individuals and families affected by autism; and

WHEREAS, the City of Oneida is committed to fostering an inclusive community where individuals with autism are respected, supported, and empowered to reach their full potential; and

WHEREAS, local organizations, educators, healthcare professionals, and advocates in Oneida work tirelessly to provide essential resources, services, and support for those living with autism and their families; and

WHEREAS, by raising awareness and promoting acceptance, we can break down barriers, celebrate neurodiversity, and create a more inclusive and supportive society for all.

NOW, THEREFORE, I, Rick Rossi Mayor of the City of Oneida, do hereby proclaim April 2, 2025, as **National Autism Awareness Day** in the City of Oneida and encourage all residents, businesses, and organizations to participate in activities and initiatives that promote understanding, acceptance, and support for individuals with autism and their families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Oneida to be affixed this **1st of April** 2025.

Rick Rossi, Mayor, City of Oneida

PRESENTATION: BRiDGES (Impact of alcohol, tobacco and other drugs on our community)
Heather Bernet, Valarie Webb, Joshua Wagner and Samantha Dartt

PUBLIC COMMENT:

OLD BUSINESS:

REPORTS:

- Mayor's Report
- City Manager's Report

APPROVAL OF MINUTES

Moved by Councilor
Seconded by Councilor

RESOLVED, that the minutes of the regular meeting of March 18, 2025, are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPROVAL OF WARRANT

Moved by Councilor
Seconded by Councilor

RESOLVED, that Warrant No. 7, checks and ACH payments in the amount of \$2,774,376.04 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	7
DATE:	April 1, 2025

FUND		PAYMENT NUMBER (S)	AMOUNT
Capital		4960	\$ 33,586.10
DRI Fund	031	1014	\$ 2,143.50
Library Operating Fund	025		
ARPA Fund	030		
Current Funds		76399-76482	\$ 2,730,262.56
ACH			\$ 8,383.88

WARRANT #1 TOTAL	\$ 2,774,376.04
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Oneida, NY

Expense Approval Report

By Fund

Payment Dates 3/19/2025 - 4/1/2025

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
BOUND TREE MEDICAL, LLC,	76415	04/01/2025	medical supplies	001.3410.0300.0000	417.72
Max's Print Shop	76447	04/01/2025	Bennett uniform items	001.3410.0317.0000	90.00
Max's Print Shop	76447	04/01/2025	Moyer uniform items	001.3410.0317.0000	80.00
UNITED AUTO SALES	76475	04/01/2025	United Auto Patrs - Running P...	001.1640.0403.0001	270.14
UNITED AUTO SALES	76475	04/01/2025	United Auto Patrs - Running P...	001.1640.0403.0001	36.26
HOWLAND PUMP AND SUPPLY..	76435	04/01/2025	plumbing supplies for buildings	001.1620.0300.0000	37.64
O PERRY TOOKER IV L S	76457	04/01/2025	LAND SURVEYING FOR SITE I...	001.8020.0400.0000	975.00
HAR-ROB FIRE APPARATUS SE...	76434	04/01/2025	misc repairs	001.3410.0409.0000	1,800.00
SPEEDY AWARDS & ENGRAVI...	76471	04/01/2025	TROPHY'S/MEDALS FOR BASK...	001.7140.0300.0000	523.50
LINSTAR, INC.	DFT0005644	04/01/2025	CASSULIS	001.1989.0400.0000	12.80
ATLAS FENCE	76411	04/01/2025	136 MADISON ST	001.3650.0400.0002	125.00
TOTAL SOLUTIONS	76473	04/01/2025	RECYCLING FEE & HDMI CABLE	001.1680.0403.0000	19.59
ABDOO SECURITY & AUTOMA...	76405	04/01/2025	Police Station on site video sto..	001.3120.0200.0000	1,646.90
ABDOO SECURITY & AUTOMA...	76405	04/01/2025	Police Station on site video sto..	001.3120.0204.0000	328.10
JC SMITH, INC.	76437	04/01/2025	STREET MAINT MATERIALS	001.5110.0314.0000	249.92
SILVER CITY TIRE INC	76469	04/01/2025	Tires	001.5132.0300.0000	616.80
CHRISTOPHER HENRY	76422	04/01/2025	2/11/2025-2/25/2025	001.8020.0400.0000	1,950.00
LOWE'S HOME IMPROVEMEN...	76444	04/01/2025	CABINET LOCKS	001.3410.0201.0000	15.16
BUELL FUEL LLC	76416	04/01/2025	DIESEL	001.1640.0402.0000	724.58
BUELL FUEL LLC	76416	04/01/2025	DIESEL	001.1640.0402.0000	188.79
BUELL FUEL LLC	76416	04/01/2025	DIESEL	001.1640.0402.0000	414.69
BUELL FUEL LLC	76416	04/01/2025	GASOLINE	001.1640.0401.0000	5,484.15
MYERS AND COMPANY, LLC	76453	04/01/2025	FIRE EXTINGUISHER ANNUAL ...	001.7140.0409.0000	183.50
W B MASON CO, INC	76480	04/01/2025	TONER	001.1660.0300.0000	122.06
NADINE BELL, ESQ	76454	04/01/2025	LEGAL SERVICES	001.1420.0411.0000	2,755.50
NADINE BELL, ESQ	76454	04/01/2025	LEGAL SERVICE	001.1420.0400.0000	4,866.67
NADINE BELL, ESQ	76454	04/01/2025	LEGAL SERVICE	001.1420.0403.0000	1,300.00
NADINE BELL, ESQ	76454	04/01/2025	LEGAL SERVICE	001.1420.0410.0000	3,357.75
NADINE BELL, ESQ	76454	04/01/2025	LEGAL SERVICES	001.1420.0400.0000	4,866.67
NADINE BELL, ESQ	76454	04/01/2025	LEGAL SERVICES	001.1420.0403.0000	1,300.00
NADINE BELL, ESQ	76454	04/01/2025	LEGAL SERVICES	001.1420.0411.0000	3,110.25
NADINE BELL, ESQ	76454	04/01/2025	LEGAL SERVICES	001.1420.0410.0000	3,696.00
CHAD REESE	76419	04/01/2025	BASKETBALL	001.7140.0403.2020	94.00
CHRISTOPHER DURR	76421	04/01/2025	BASKETBALL	001.7140.0403.2020	94.00
ROBERT SHEARIN	76467	04/01/2025	BASKETBALL	001.7140.0403.2020	94.00
MIKE DECK	76451	04/01/2025	BASKETBALL	001.7140.0403.2020	94.00
LOWE'S HOME IMPROVEMEN...	76444	04/01/2025	Building Supplies	001.1620.0300.0000	36.93
VERIZON	76479	04/01/2025	3/14/2025	001.1680.0403.0000	36.45
REBECCA LENNON	76464	04/01/2025	TRAINING	001.1355.0401.0000	120.00
VERIZON	76479	04/01/2025	MARCH 16 - APRIL 15	001.1680.0403.0000	229.69
FRANK SPINA	76432	04/01/2025	BASKETBALL	001.7140.0403.2020	94.00
LONNIEL GUILF	76443	04/01/2025	BASKETBALL	001.7140.0403.2020	94.00
CARVON BRAZIER	76417	04/01/2025	BASKETBALL	001.7140.0403.2020	94.00
MICHAEL HOLMES	76450	04/01/2025	BASKETBALL	001.7140.0403.2020	94.00
POSTMASTER	DFT0005645	04/01/2025	POSTAGE	001.1620.0404.0000	7.16
AMAZON WEB SERVICES, LLC.	DFT0005641	04/01/2025	OFFICE SUPPLIES	001.1660.0300.0000	47.46
AT & T MOBILITY	76409	04/01/2025	TRAFFIC PHONE	001.1680.0403.0000	51.02
WAL-MART, INC.	76481	04/01/2025	Walmart - Supplies Running PO	001.3120.0300.0000	40.32
MATTHEW RASH	76446	04/01/2025	VOLLEYBALL	001.7140.0403.2021	75.00
SCOTT CARROLL	76468	04/01/2025	VOLLEYBALL	001.7140.0403.2021	150.00
LOWE'S HOME IMPROVEMEN...	76444	04/01/2025	SHELVING FOR THE RECORDS ...	001.1660.0300.0000	334.30
AMAZON WEB SERVICES, LLC.	DFT0005641	04/01/2025	FARAWAY BAGS	001.3120.0420.0000	2,333.19
LOWE'S HOME IMPROVEMEN...	76444	04/01/2025	Building Supplies	001.1620.0300.0000	88.69

Expense Approval Report

Payment Dates: 3/19/2025 - 4/1/2025

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
B & H CUSTOM CABINETS INC	76413	04/01/2025	swinging gate door for JC	001.1620.0300.0000	1,685.00
AT & T MOBILITY	76410	04/01/2025	WIRELESS	001.1680.0403.0000	1,280.57
POSTMASTER	DFT0005645	04/01/2025	POSTAGE	001.1620.0404.0000	31.40
NATIONAL GRID	76455	04/01/2025	ELECTRIC	001.1620.0401.0000	3.68
WAL-MART, INC.	76481	04/01/2025	BLANKET PO	001.7140.0300.0000	109.55
AT & T MOBILITY	76408	04/01/2025	AIR CARDS	001.1680.0403.0000	63.98
EDWARD GALLACHER CCIM	76430	04/01/2025	PARKING LOTS LENOX AVE	001.8020.0400.0000	1,775.00
AMERICAN BANKERS INSURA...	76407	04/01/2025	409 SCONONDOA ST	001.0001.0481.0000	2,261.00
AMERICAN BANKERS INSURA...	76407	04/01/2025	409 SCONONDOA ST	001.1910.0400.0000	4,522.00
ONEIDA AMERICAN LEGION	76458	04/01/2025	FLAGS	001.3310.0300.0000	375.00
RELIABLE PRODUCTS	76465	04/01/2025	BRUSHES	001.3410.0409.0000	96.00
MCQUADE & BANNIGAN, INC.	76448	04/01/2025	SIGN BLANKS AND MARKING ...	001.3310.0300.0000	672.01
Technimount System LLC	76472	04/01/2025	Safety mount system for ZollIX...	001.3410.0201.0000	1,485.00
Aladtec	DFT0005640	04/01/2025	ONLINE SCHEDULING SYSTEM	001.1680.0403.0000	3,555.00
MITCHELL DRYER JR	76452	04/01/2025	APRIL 2025	001.3410.0401.0000	3,123.42
MITCHELL DRYER JR	76452	04/01/2025	APRIL 2025	001.9060.0805.0000	-207.41
CINTAS CORP	76423	04/01/2025	uniform	001.5110.0403.0000	313.62
CINTAS CORP	76423	04/01/2025	uniform	001.5110.0403.0000	313.62
QUILL CORPORATION	76463	04/01/2025	OFFICE SUPPLIES	001.1660.0300.0000	29.60
Richard Dropp	76466	04/01/2025	STAFF SHIRTS	001.7140.0300.0000	216.00
UNITED UNIFORM CO INC	76476	04/01/2025	Dept uniform items	001.3410.0317.0000	289.06
UNITED UNIFORM CO INC	76476	04/01/2025	525407	001.3410.0317.0000	149.02
UNITED UNIFORM CO INC	76476	04/01/2025	Bennett promotional uniform ...	001.3410.0417.0000	204.30
MGM PARTS DISTRIBUTORS, I...	76449	04/01/2025	Materials as needed	001.3410.0409.0000	47.96
MGM PARTS DISTRIBUTORS, I...	76449	04/01/2025	vehicle parts	001.5132.0300.0000	53.00
MGM PARTS DISTRIBUTORS, I...	76449	04/01/2025	vehicle parts	001.5132.0300.0000	28.99
MGM PARTS DISTRIBUTORS, I...	76449	04/01/2025	vehicle parts	001.5132.0300.0000	63.66
MGM PARTS DISTRIBUTORS, I...	76449	04/01/2025	vehicle parts	001.5132.0300.0000	19.78
MGM PARTS DISTRIBUTORS, I...	76449	04/01/2025	vehicle parts	001.5132.0300.0000	139.52
MGM PARTS DISTRIBUTORS, I...	76449	04/01/2025	vehicle parts	001.5132.0300.0000	28.29
AXON ENTERPRISES LLC	76412	04/01/2025	BODY CAMERA FOR CODES A...	001.0001.0481.0000	1,313.06
AXON ENTERPRISES LLC	76412	04/01/2025	BODY CAMERA FOR CODES A...	001.1680.0403.0000	3,939.20
CLINTON TRACTOR & IMPLEM...	76426	04/01/2025	Tractor parts and repair	001.5132.0300.0000	1,547.54
BOUND TREE MEDICAL, LLC.	76415	04/01/2025	medical supplies	001.3410.0300.0000	274.99
UTICA VALLEY ELECTRIC SUP	76478	04/01/2025	fuse kits	001.3310.0300.0000	242.91
UTICA VALLEY ELECTRIC SUP	76478	04/01/2025	fuse kits	001.3310.0300.0000	161.94
NORTHERN SAFETY CO., INC.	76456	04/01/2025	MEDICAL SUPPLIES	001.7140.0300.0000	14.80
CHEM-AQUA, INC.	76420	04/01/2025	TREATMENT PROGRAM	001.1620.0403.0003	475.45
LAWSON PRODUCTS, INC	76442	04/01/2025	Hardware	001.5132.0303.0000	67.32
LAWSON PRODUCTS, INC	76442	04/01/2025	Hardware	001.5132.0303.0000	373.42
UTICA SPRAY AND CHEMICAL	76477	04/01/2025	BUILDING SUPPLIES	001.1620.0300.0000	186.94
KIME HARDWARE	76439	04/01/2025	KEYS	001.3410.0201.0000	74.00
KIME HARDWARE	76439	04/01/2025	SUPPLIES FOR REPAIRS AND H...	001.5110.0300.0000	44.99
WHITE FARM SUPPLY INC	76482	04/01/2025	Tractor and plow parts	001.1620.0300.0000	310.29
HUMANA INS CO OF NY	76436	04/01/2025	APRIL 2025	001.9060.0805.0000	27,786.93
EXCELLUS BLUECROSS BLUESH...	76431	04/01/2025	APRIL 2025	001.9060.0805.0000	249,500.30
DAVIS-ULMER SPRINKLER CO., ..	76429	04/01/2025	SPRINKLER INSPECTION	001.1620.0403.0001	363.00
DAVIS-ULMER SPRINKLER CO., ..	76429	04/01/2025	SPRINKLER INSPECTION	001.1620.0403.0002	563.00
ONEIDA CITY SCHOOL DIST	76459	04/01/2025	FEBRUARY COLLECTION	001.0001.0661.0012	50,247.28
ONEIDA CITY SCHOOL DIST	76459	04/01/2025	FEBRUARY COLLECTION	001.0001.0661.0013	2,512.35
MADISON COUNTY TREASURER	76445	04/01/2025	FEBRUARY 2025	001.0001.0663.0000	2,203,282.62
CUMMINS NORTHEAST INC.	76427	04/01/2025	Diagnostics for Engine 2 "trou...	001.3410.0409.0000	1,254.50
Fund 001 - GENERAL FUND Total:					2,613,131.80
Fund: 002 - WATER					
ROME CITY TREASURER	76399	03/19/2025	ROME TAXES	002.8300.0431.0000	79.76
MYERS AND COMPANY, LLC	76453	04/01/2025	MYERS & CO	002.8300.0319.0000	28.75
PACE ANALYTICAL SERVICES I...	76461	04/01/2025	LAB TESTING	002.8300.0415.0000	300.00
KONNER KARRAM	76440	04/01/2025	CDL LICENSE	002.8300.0416.0000	100.00
VERIZON	76479	04/01/2025	MARCH 16 - APRIL 15	002.8300.0444.0000	102.09
AT & T MOBILITY	76410	04/01/2025	WIRELESS	002.8300.0444.0000	232.38

Expense Approval Report

Payment Dates: 3/19/2025 - 4/1/2025

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
SLACK CHEMICAL CO	76470	04/01/2025	Sodium Hypochlorite	002.8300.0308.0000	2,820.48
SLACK CHEMICAL CO	76470	04/01/2025	Sodium Hypochlorite	002.8300.0308.0000	694.70
FEDEX	DFT0005643	04/01/2025	SERVICES	002.8300.0403.0000	18.68
GRAINGER INC	76433	04/01/2025	FIRE EXTINGUISHERS	002.8300.0319.0000	148.36
EXCELLUS BLUECROSS BLUESH...	76431	04/01/2025	APRIL 2025	002.9060.0805.0000	20,324.64
HUMANA INS CO OF NY	76436	04/01/2025	APRIL 2025	002.9060.0805.0000	3,193.90
Fund 002 - WATER Total:					28,043.74
Fund: 003 - SEWER					
EBAY.COM	DFT0005642	04/01/2025	ANALOG OUTPUT MODULE	003.8110.0200.0000	448.99
CITY OF SHERRILL	76424	04/01/2025	JAN/FEB SEWER	003.8110.0435.0000	14,300.81
ONEIDA OFFICE SUPPLY	76460	04/01/2025	office supplies	003.8110.0443.0000	46.50
CLEAR EDGE FILTRATION INC	76425	04/01/2025	BELT	003.8110.0200.0000	2,119.60
HOWLAND PUMP AND SUPPLY..	76435	04/01/2025	parts for plumbing	003.8110.0200.0000	110.00
BARTON & LOGUIDICE,DPC	76414	04/01/2025	OPERATION ASSIST	003.8110.0400.0001	790.00
TRANE SUPPLY	76474	04/01/2025	REPLACEMENT VFD	003.8110.0200.0000	1,024.17
POLYDYNE INC	76462	04/01/2025	Polymer	003.8110.0312.0000	14,260.00
ADIRONDACK ENVIRONMENT...	76406	04/01/2025	LAB TESTING-SPEDES PERMIT	003.8110.0400.0002	683.40
VERIZON	76479	04/01/2025	MARCH 16 - APRIL 15	003.8110.0400.0000	189.58
EBAY.COM	DFT0005642	04/01/2025	COUPLING INSERT	003.8110.0300.0000	239.98
EBAY.COM	DFT0005642	04/01/2025	POWERFLEX 525 AC DRIVE	003.8110.0200.0000	639.00
EBAY.COM	DFT0005642	04/01/2025	LAWN MOWER BLADES	003.8110.0200.0000	80.04
AT & T MOBILITY	76410	04/01/2025	WIRELESS	003.8110.0400.0000	81.34
EBAY.COM	DFT0005642	04/01/2025	REPLACEMENT CONTROL BOA...	003.8110.0200.0000	951.51
NATIONAL GRID	76455	04/01/2025	ELECTRIC	003.8110.0401.0000	30,114.88
MGM PARTS DISTRIBUTORS, I...	76449	04/01/2025	VEHICLE PARTS	003.8110.0411.0000	52.80
MGM PARTS DISTRIBUTORS, I...	76449	04/01/2025	VEHICLE PARTS	003.8110.0411.0000	2.43
MGM PARTS DISTRIBUTORS, I...	76449	04/01/2025	VEHICLE PARTS	003.8110.0411.0000	19.05
MGM PARTS DISTRIBUTORS, I...	76449	04/01/2025	VEHICLE PARTS	003.8110.0411.0000	53.40
MGM PARTS DISTRIBUTORS, I...	76449	04/01/2025	VEHICLE PARTS	003.8110.0411.0000	4.51
CERTIFIED ENVIRONMENTAL S...	76418	04/01/2025	LAB TESTING	003.8110.0415.0000	2,094.00
FEDEX	DFT0005643	04/01/2025	SERVICES	003.8110.0404.0000	18.67
KEMIRA WATER SOLUTIONS, I...	76438	04/01/2025	iron salts	003.8110.0329.0000	6,945.34
LAKESIDE EQUIPMENT	76441	04/01/2025	SHEAR PINS	003.8110.0200.0000	300.00
GRAINGER INC	76433	04/01/2025	parats, building supplies, PPE	003.8110.0300.0000	120.13
CYNCON EQUIPMENT	76428	04/01/2025	Door hinges for Utility truck	003.8110.0411.0000	216.75
KIME HARDWARE	76439	04/01/2025	SUPPLIES FOR MAINT AND RE...	003.8110.0300.0000	80.89
KIME HARDWARE	76439	04/01/2025	SUPPLIES FOR MAINT AND RE...	003.8110.0300.0000	53.46
HUMANA INS CO OF NY	76436	04/01/2025	APRIL 2025	003.9060.0805.0000	1,277.56
EXCELLUS BLUECROSS BLUESH...	76431	04/01/2025	APRIL 2025	003.9060.0805.0000	20,152.11
Fund 003 - SEWER Total:					97,470.90
Fund: 005 - CAPITAL					
ALL TRAFFIC SOLUTIONS	4960	04/01/2025	traffic safety equipment	005.3120.0401.0024	33,586.10
Fund 005 - CAPITAL Total:					33,586.10
Fund: 031 - DRI					
MRB GROUP	1014	04/01/2025	MOVE PO04981 TO 2024	031.8020.0400.0000	884.00
MRB GROUP	1014	04/01/2025	MOVE PO04981 TO 2024	031.8020.0400.0000	1,259.50
Fund 031 - DRI Total:					2,143.50
Grand Total:					2,774,376.04

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	2,613,131.80
002 - WATER	28,043.74
003 - SEWER	97,470.90
005 - CAPITAL	33,586.10
031 - DRI	2,143.50
Grand Total:	2,774,376.04

Account Summary

Account Number	Account Name	Payment Amount
001.0001.0481.0000	PREPAIDS, INSURANCE, ...	3,574.06
001.0001.0661.0012	Due to School 2024-2025	50,247.28
001.0001.0661.0013	Due to School 2024-2025..	2,512.35
001.0001.0663.0000	DUE TO COUNTY-TAX LE...	2,203,282.62
001.1355.0401.0000	TRAINING	120.00
001.1420.0400.0000	MOU -\$3668.75	9,733.34
001.1420.0403.0000	STAFF SERVICES	2,600.00
001.1420.0410.0000	LAW LITIGATION	7,053.75
001.1420.0411.0000	LABOR SERVICES AND N...	5,865.75
001.1620.0300.0000	MAT SUPPLIES	2,345.49
001.1620.0401.0000	ELECTRIC AND GAS	3.68
001.1620.0403.0001	CONTRACTS MB/FD	363.00
001.1620.0403.0002	CONTRACTS JC	563.00
001.1620.0403.0003	CONTRACTS COMBINED	475.45
001.1620.0404.0000	POSTAGE	38.56
001.1640.0401.0000	CENTRAL GASOLINE	5,484.15
001.1640.0402.0000	CENTRAL DIESEL	1,328.06
001.1640.0403.0001	CENTRAL VEHICLE -POLI...	306.40
001.1660.0300.0000	Central Office Supplies	533.42
001.1680.0403.0000	CONTRACTS	9,175.50
001.1910.0400.0000	INSURANCE	4,522.00
001.1989.0400.0000	PRINTING	12.80
001.3120.0200.0000	Police Equipment	1,646.90
001.3120.0204.0000	Equipment Maint Parts	328.10
001.3120.0300.0000	MAT SUPPLIES	40.32
001.3120.0420.0000	Crime Prevention	2,333.19
001.3310.0300.0000	MAT SUPPLIES	1,451.86
001.3410.0201.0000	EMS EQUIPMENT	1,574.16
001.3410.0300.0000	MEDICAL SUPPLIES	692.71
001.3410.0317.0000	CLOTHING	608.08
001.3410.0401.0000	207A	3,123.42
001.3410.0409.0000	EQUIPMENT REPAIR & ...	3,198.46
001.3410.0417.0000	PROMOTIONAL CLOTHI...	204.30
001.3650.0400.0002	Demolition-Protective ...	125.00
001.5110.0300.0000	MAT SUPPLIES	44.99
001.5110.0314.0000	ROAD MATERIALS	249.92
001.5110.0403.0000	CONTRACTS	627.24
001.5132.0300.0000	DPW MAINTENANCE- RE...	2,497.58
001.5132.0303.0000	GENERAL MATERIALS	440.74
001.7140.0300.0000	MAT SUPPLIES	863.85
001.7140.0403.2020	CONTRACTS.MUNY BB	752.00
001.7140.0403.2021	CONTRACTS.ADULT VB	225.00
001.7140.0409.0000	EQUIP REPAIR & MAINT.	183.50
001.8020.0400.0000	Contracts	4,700.00
001.9060.0805.0000	HEALTH INSURANCE	277,079.82
002.8300.0308.0000	CHLORINE	3,515.18
002.8300.0319.0000	GENERAL MAINTENANCE	177.11
002.8300.0403.0000	CONTRACTS	18.68

Account Summary

Account Number	Account Name	Payment Amount
002.8300.0415.0000	LAB TESTING	300.00
002.8300.0416.0000	TRAVEL-MEALS	100.00
002.8300.0431.0000	TAXES	79.76
002.8300.0444.0000	OFFICE TECHNOLOGY EX...	334.47
002.9060.0805.0000	HEALTH INSURANCE	23,518.54
003.8110.0200.0000	EQUIPMENT	5,673.31
003.8110.0300.0000	MAT SUPPLIES	494.46
003.8110.0312.0000	POLYMER	14,260.00
003.8110.0329.0000	LIQUID IRON SALTS	6,945.34
003.8110.0400.0000	CONTRACTUAL SERVICES	270.92
003.8110.0400.0001	OTHER EXPENSE-PROFES...	790.00
003.8110.0400.0002	OTHER EXPENSE-SEWER...	683.40
003.8110.0401.0000	UTILITIES	30,114.88
003.8110.0404.0000	FISCAL BONDING FEES	18.67
003.8110.0411.0000	VEHICLE MAINTENANCE	348.94
003.8110.0415.0000	LAB TESTING	2,094.00
003.8110.0435.0000	PAYMENTS OTHER CO...	14,300.81
003.8110.0443.0000	SANITARY SEWER MATE...	46.50
003.9060.0805.0000	HEALTH INSURANCE	21,429.67
005.3120.0401.0024	2024 Police-Law Enforc...	33,586.10
031.8020.0400.0000	DRI-HCR BAF - Consultan...	2,143.50
Grand Total:		2,774,376.04

Project Account Summary

Project Account Key	Payment Amount
None	2,774,376.04
Grand Total:	2,774,376.04

1. SALARY SCHEDULE CHANGE

RESOLUTION 25-

Moved by Councilor

Seconded by Councilor

RESOLVED, to approve changing the 2025 Adopted Salary Schedule to remove 1 DPW Public Works Supervisor and add 1 Senior Motor Equipment Operator.

Ayes:

Nays:

MOTION CARRIED/FAILED

2. **MOBILE FOOD VENDOR FEE**

RESOLUTION 25-

Moved by Councilor
Seconded by Councilor

WHEREAS, on December 31, 2024, Leonard Hale, d/b/a Firehouse Hotdogs, secured an annual Mobile Food Vendor License for the period of January 1, 2025, through December 31, 2025, for \$150 (License 3562); and

WHEREAS, Leonard Hale sold his business to Fitzgeralds Firehouse Hot Dogs prior to starting the season;

NOW THEREFORE, BE IT

RESOLVED, that the City Clerk is hereby authorized to transfer City of Oneida License # 3562 to Fitzgeralds Firehouse Hot Dogs for the remainder of 2025.

Ayes:

Nays:

MOTION CARRIED/FAILED

CITY OF ONEIDA
MOBILE FOOD VENDOR LICENSE APPLICATION

January 1, 2025 – December 31, 2025

Hours of Operation: 8:00 a.m. to 11:00 p.m.



This application, along with the required items listed on Page 2, must be submitted at least two (2) weeks prior to selling or offering to sell, from a vehicle, pushcart or stand, ready-to-eat food and/or beverage items, prepackaged, prepared, or prepared on location.

BUSINESS NAME: Firehouse Hotdogs
ADDRESS: 1111 Main Street, Oneida, NY 13624
PHONE #: 315-735-1234
APPLICANT NAME: Leonard Hale
PURPOSE OF LICENSE: Sell food
KIND OF GOODS SOLD: Food and drinks
METHOD OF DISTRIBUTION: Food truck
DMV VEHICLE REGISTRATION: copy attached

FEES: Daily \$25.00 ☐ Yearly \$150.00 ☒

The yearly fee includes any Special Events worked throughout the period of this license.

ADDITIONAL SALESPEOPLE (\$15.00 each-Driver's License or Photo ID Required)

Applicant is included in the application fee-please use the back side if more space is needed.

NAME: _____ ADDRESS: _____
NAME: _____ ADDRESS: _____

CERTIFICATION

I do hereby certify, by signing this form, that I have received a copy of Local Law No. 3 of 2011 and do hereby certify that I will abide by the regulations of said Local Law No. 3 of 2011 and do further consent for the City of Oneida Police Department to conduct a local background check on all individuals included in this license application as being associated with this Food Vendor License.

If a Mobile Food Preparation Vehicle (Food Truck), I do hereby certify that I have received, by signing this form, a copy of the Oneida Fire Department Requirements for Mobile Food Preparation Vehicles and a Mobile Food Preparation Vehicle Inspection Affidavit.

I further agree to abide by the following:

Occupancy Limitations: Mobile food vendors are permitted to occupy only one parking space at a time, regardless of whether their vehicle is a single-unit vehicle or a truck and trailer combination.

Compliance with Regulations: All mobile food vendors must adhere to the parking regulations established by the City of Oneida and the laws of New York State, including but not limited to:

- Parking in the direction of traffic flow.
- Avoiding parking in prohibited zones, such as no-parking areas or designated fire lanes.

Curbside Ordering and Pickup: Mobile food vendors must designate a curbside ordering/pick-up area that does not impede the flow of traffic or create hazards for patrons accessing the food truck. This area must be clearly marked and maintained in a manner that prioritizes public safety.

Safety Considerations: Vendors are responsible for ensuring that their operations do not obstruct pedestrian pathways, traffic lanes, or create unsafe conditions for patrons or passing vehicles.

Enforcement: Violations of these regulations may result in fines, removal of the vehicle, or revocation of the vendor's permit to operate within the City of Oneida.

SIGNATURE: Leonard Hale
PRINT NAME: Leonard Hale
TITLE: owner

DATE: 12/18/2024

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

Insurance Policy naming the City of Oneida as an additional insured ☒ **

Proof of Worker's Comp and Disability Insurance ☒ **

Valid permit from the Health Department ☒

NYS Sales Tax Certification (Document) ☒

Photocopy of the vehicle ☒

Mobile Food Preparation Vehicle Inspection Affidavit ☐

** Only required if operating on City owned property or City right of ways.

FORMS OF PAYMENT ACCEPTED:

Cash

Personal Check from a local bank (payable to City Clerk)

Money Order (payable to City Clerk)

Credit /Debit Card if paid in person

receive a ^{new} valid one in
march for 2025

will submit 2 week prior to
opening as stated on the
application.

For Office Use Only

Approved by: [Signature]

Date: 12/5/24
01/02/2025

Police Department

Approved by: Margie Ludwig, Dep.

Date: 12-31-24

City Clerk/Deputy

License #:

3562

Oneida City Clerk
109 N. Main St.
Oneida, NY 13421
(315) 363-4800

RECEIPT # 3562

03/24/2025

Firehouse Hotdogs

15 Allen St.

Oneida, NY 13421

Drivers License Number:
Date of Birth: N/A

Received \$ 150.00 for Mobile Food Vendor-Annual, on 12/31/2024. Thank you for stopping by the Town Clerk's office.

As always, it is our pleasure to serve you.

Sandra LaPera
City Clerk

3. LEASE AGREEMENT-BUSINESS MACHINES EQUIPMENT (BME)

RESOLUTION 25-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the City Manager to sign a Lease Agreement with Business Machines Equipment (BME), 5 Ann Street, Mohawk, NY 13407 for a copier for the City Clerks office to replace 2 outdated machines that are not currently on a lease and have no service agreements.

Ayes:

Nays:

MOTION CARRIED/FAILED

1 Selina Dr.
Albany, NY 12205

BME COMPANY SERVICE & SUPPLY AGREEMENT

THIS AGREEMENT (herein called "Agreement"), is made effective on

by and between BUSINESS MACHINES & EQUIPMENT (herein called "BME Company") and

City of Onondaga, New York

(on behalf of) (herein called "Client"). Client hereby authorizes the periodic inspections and mechanical services referred to in this agreement, on the equipment listed herein, and on the following terms and conditions as set forth. For 30 days after the initial installation of any installed BME Company technology, we will support the client at no charge. After this period of time, any IT support will be at our billable hourly rate.

 Add To Contract

☐ NEW Contract

← (INITIAL HERE)

EQUIPMENT

The equipment covered by this Agreement includes:

[illegible]

As well as supplies such as developer, drums & toner. It is understood by both parties to this Agreement that the Equipment is in good repair. If BME determines it necessary to service the Equipment prior to the commencement of this Agreement, it shall be at expense of Client

TERM

This Agreement will commence on _____
period, the contract rate(s) may include

and Client will be locked into the above rate for a period of 12 months. At the end of the 12-month

In consideration of the negotiated monthly cost, Client pays \$30.00 per month plus applicable taxes, and subject to the provisions herein set forth, BME Company agrees to render service to Client pursuant to this Agreement.

OVERAGE RATES

Standard Service Includes the following monthly:

Includes	1500	B&W Images per Month, additional images @	\$0.0095	per image
Includes	150	Color Images per Month, additional images @	\$0.0876	per image

Includes	150	Color Images per Month, additional images @	\$0.0876	per image
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For Three-Tier Service:

Includes	Tier 1 Images per Month, additional images @	per Image
----------	--	-----------

Includes	Tier 2 Images per Month, additional images @	per image
----------	--	-----------

Includes	Tier 3 Images per Month, additional images @	per image
----------	--	-----------

Overages will be reconciled on a Monthly basis.

ADDITIONAL TERMS

☐ CLOUD FAX

☐ DENY

BME Company agrees to provide Customer with access to its cloud faxing service, which enables Customer to send and receive faxes electronically. This agreement includes _____ - transmissions.

This agreement shall be in effect for _____ months.

Monthly Fee:

Overage Cost:

Special Terms:

REMOTE DIAGNOSTIC MONITORING

BME Company will install at no charge a remote diagnostic software that will monitor meter reads, toner levels and error codes on any devices requiring a BME Service contract. This software will require a continual connection to your network as to monitor these key areas. If this software stops reporting from the client's network due to internal computer updates or network administrator upgrades, BME will need to re-install the remote diagnostic software. In doing so, a period of time may lapse where meter reads will be unobtainable therefore resulting in adjusted service contracts to capture non monitored clicks.

c- (INITIAL HERE)

TONER

The client agrees that any additional toners requested above and beyond those automatically sent when toner levels fall between the range of 10-20% using our Remote Diagnostic Monitoring System

will be invoiced to the client.

<-- (INITIAL HERE)

SERVICE

Maintenance service shall consist of cleaning, adjusting, lubricating, and replacing parts (when necessary) to maintain the machine in good operating condition.

Additional IT services beyond the original Installation Statement of Work, 30 days thereafter implementing any of the following devices – MFP(s), Printers, Wide-Format Plotters, One Screen(s), Mail Systems, etc. will be invoiced on a time and material hourly basis. Please include your BME ID# when calling to schedule Network Services at your place of business.

<-- (INITIAL HERE)

LOANER SERVICE & EQUIPMENT

This Agreement includes loaner service, if necessary. Loaner equipment is chosen at the discretion of BME and may or may not have all functions and features of contracted equipment. Loaner service may be provided for the balance of the Agreement when it is deemed that the Equipment is no longer serviceable due to age or number of copies on the unit.

INSPECTION

Regular inspections of the Equipment listed herein shall be made no less than twice annually.

NONPAYMENT & TERMINATION

In the event of nonpayment by Client, service will be suspended, subject to resume once account becomes current. This Agreement will remain in effect for the term provided above (this is to include the remainder of the fiscal year or the maximum number of copies specified in the maintenance agreement, whichever comes first). Either party may terminate the Agreement by providing a 30-day written notice. This Agreement is non-transferable and becomes void if the Equipment is sold, traded, or otherwise removed from the Client's premises. If any Equipment is to be moved, Client must first obtain written permission from BME (arrangements will be made to move the agreed upon Equipment and a quote for the cost of said move will be provided).

In order to encourage timely payments, a 2% late fee on any outstanding balances that are overdue by 75 days or more will take effect. In addition, Client's service will be placed on Credit Hold. While the account is on Credit Hold, no service or supplies will be provided until the outstanding payment is settled. Any payments processed with a credit card will acquire a 3% surcharge, subject to change based off of processing fees. Any returned checks will acquire a \$20 charge.

MODIFICATION

This Agreement may only be amended, modified, or altered by a written agreement executed by both parties. No oral modifications will be effective.

EXCLUSIONS

This Agreement does not include:

1. Paper or networking services other than initial installation or copier-caused network issues;
2. Repairs caused by misuse, abuse, neglect, riot, theft, vandalism, fire, water, accident, or other act of nature; and
3. Repairs caused by service personnel other than those employed by BME;

Client shall be responsible for all charges for repairs made necessary by the foregoing exclusions.

HARMLESS

BME shall be held harmless for failure to render service hereunder for causes beyond its control, including, but not limited to, strikes, labor disputes, denial of entry into Equipment location for any reason, or acts of nature which prevent the timely execution of this Agreement. In the event BME-approved surge equipment is not installed, BME shall be held harmless for line surges or spikes caused by any anomaly for any reason. Upon proper installation of BME-approved surge equipment, BME shall cover said line surges or spikes.

SPECIAL TERMS/INSTRUCTIONS

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any promises or representations not incorporated above shall not be binding upon the parties.

IN WITNESS WHEREOF, the parties have duly affixed their signatures dated as of _____

CLIENT SIGNATURE

BME Authorized Signature

If you would like your Invoices emailed, please check yes.



Client E-Mail Address (for meter requests & Invoices): _____

For information on setting up automatic ACH payments or to gain access to our ONLINE PORTAL for secure payments by bank transfer, service requests, and meter readings, please contact AR@bmetcompany.com.

**CANON FINANCIAL SERVICES, INC.** ("CFS")Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200**MUNICIPAL FINANCE AGREEMENT**

CFS-1045 (01/17)

CFS' AGREEMENT NUMBER	787280-8
--------------------------	----------

CUSTOMER (FULL LEGAL NAME)	DBA			PHONE
City Of Oneida, New York				("Customer") (315) 363-4800
BILLING ADDRESS	CITY	COUNTY	STATE	ZIP
109 N Main Street	Oneida	Madison	NY	13421
EQUIPMENT ADDRESS	CITY	COUNTY	STATE	ZIP

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
1		Kyocera ECOSYS MA4000cix	58	62.00
TERM: 58 months		PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:	* Plus Applicable Taxes	

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN.
CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF
CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY
AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED CANON FINANCIAL SERVICES, INC. By: _____ Title: _____ Date: _____	AUTHORIZED CUSTOMER SIGNATURE By: X _____ Title: _____ Printed Name: _____ Email Address: _____ By: X _____ Title: _____ Printed Name: _____ Email Address: _____
To: Canon Financial Services, Inc. ("CFS") Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement. Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____	

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a _____ [state name or political subdivision or agency] of _____ [State name] with its chief executive office at _____, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement").
2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.
3. **PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.
4. **APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
5. **NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer, and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
6. **FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
7. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
8. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
9. **WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
10. **INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

11. MAINTENANCE; ALTERATIONS: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; *plus* (ii) the present value of all remaining Payments for the full term of this Agreement; *plus* (iii) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days' after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor defaults under any loan or credit agreement.

16. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, CFS shall act as Customer's agent for purposes of keeping a written record of such transfer in accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended, and upon Customer request CFS shall deliver the

assignee's name to Customer. If CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

19. RETURN: If Customer terminates the lease of any Equipment as described in the Fiscal Funding provision hereof, Customer shall return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

20. OWNERSHIP OF EQUIPMENT: For any Equipment, upon payment in full of all Payments and other amounts due hereunder at the end of the scheduled term, CFS' security interest shall be deemed released and CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

21. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

22. MAXIMUM INTEREST: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded.

23. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

24. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

25. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

26. GOVERNMENT USE: Customer agrees that (a) Customer will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to CFS of information reporting statements requested by CFS, (b) Customer will not do, cause to be done, or fail to do any act if such act will cause the interest portion of the Payments to be or to become subject to Federal income taxation, and (c) the use of the Equipment is essential for Customer's proper, efficient and economic operation. Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to clause (c) above.

27. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

28. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

4. **CAPITAL PROJECT 25-1: ANNUAL STREET RESURFACING**

RESOLUTION 25-

RESOLVED, authorize the City Engineer to proceed with Capital Project 25-1; authorize the use of Unit Prices established for 2025 by Madison County; authorize the Purchasing Agent to advertise for bids for any portions of the project not covered under the County's Unit Pricing; authorize the City Engineer to expend funds up to the programmed amount dispersed by NYSDOT; and authorize the City Manager to sign any and all documents related to Capital Project 25-1.

Ayes:

Nays:

MOTION CARRIED/FAILED

CITY OF ONEIDA

Capital Project Estimate-2025

Capital Project# 25-1

Department: *Department of Public Works – General Fund*

Project Title: Annual Street Resurfacing

Project Location: City wide

Purpose of Project: To provide critical pavement replacement on City streets that have outlived their useful design life and to undertake required preventative maintenance.

Anticipated Completion: Fall 2025

Total Project Cost: \$675,000

Funding Source

Fund Balance: \$0

Serial Bond: \$0

State/Federal Aid: \$675,000 (based on 2024-25 Apportionment from NYSDOT including Cumulative Rollover Balance)

Grant:

5. AGREEMENT-SERVOMATION REFRESHMENTS INC.

RESOLUTION 25-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the City Manager to sign an agreement with Servomation Refreshments Inc., 7098 Mount Pleasant Road, Canastota, NY 13032 for vending services at the Recreation Center.

Ayes:

Nays:

MOTION CARRIED/FAILED

Servomation Refreshments Inc.

VENDING, MICRO-MARKET and OFFICE REFRESHMENT AGREEMENT

This is a Service Agreement by and between Servomation Refreshments Inc. with a business mailing address as set forth below, hereinafter called "Operator" and City of Oneida Parks & Recreation with a business mailing address as set forth below, hereinafter called "Client". In consideration of the mutual premises and obligations hereinafter set forth to be performed and observed by each of the parties, the parties hereby covenant and agree as follows:

1. **SCOPE OF VENDING SERVICES AND TERM.** Client does hereby grant to Operator the exclusive right to sell snacks, candy, hot and cold carbonated and non-carbonated beverages, office refreshments and allied supplies, juices, dairy products, cold food, and similar items (collectively, "Vending Products") through vending machines and micro market kiosks, office refreshment systems and water filtration units (collectively, "Vending Equipment") at Client facilities located at 217 Cedar Street Oneida NY, 13421 (the "Premises") for a term of 60 months, beginning on 3/11/2025 and continuing through 3/10/2030, the "Initial Term").

2. **CONSIDERATION; OPERATOR SERVICES.** During said term, or any renewal thereof:

- Operator and Client, as consideration for the exclusive rights granted herein, agree that the Operator will provide management and organizational support, purchasing and price considerations, equipment and technology investment at considerable cost to the Operator. Operator will perform service at no cost or remuneration to the Client, unless specifically agreed to by the parties in an addendum or attachment to this Agreement.
- Operator shall cause, at its sole expense, the installation, servicing and repair of all Vending Equipment at the Premises and such other locations as may be from time to time mutually agreed to by the parties hereto. Client will assist Operator in determining the optimum placement of equipment to maximize sales.
- Operator will maintain commercial general liability insurance, including but not limited to product liability, bodily injury and property damage in the amount not less than \$1,000,000 combined single limit; said coverage shall be provided on an "occurrence" basis, to protect the Client from Operator's gross negligence. Certificates of insurance shall be made available upon written request.
- Operator shall be responsible for product selection and the determination of selling prices.
- Operator shall be solely responsible for the management and operation of the Vending Equipment. Client will ensure only the Operator or its representatives may relocate, remove or replace Vending Equipment at the Client's Premises.
- All Vending Equipment, including but not limited to water connections, electrical cable lines and installed kiosk and product monitoring fixtures together with the contents thereof, shall at all times remain, the property of the Operator and shall be removed promptly by Operator upon the expiration or termination of the Agreement. Vending Equipment shall not be removed prior to Client's payment, in full, of any outstanding financial obligations to Operator. If during the term of this Agreement all or part of the business conducted by the Client at the Premises is moved to a new location, then this Agreement, in Operator's sole discretion, shall be deemed amended and apply to Client's new location.
- Operator shall be responsible for the collection and payment of all sales, or other taxes arising in connection with sales from the Vending Equipment located at Client's Premises.
- It is mutually agreed, this Agreement shall automatically renew for a like period, unless either party notifies the other at least 90 days prior to the term expiration.

3. **CLIENT'S OBLIGATIONS:**

- Client will use reasonable efforts to cooperate with Operator to facilitate the vending services. Client agrees to accept the Vending Equipment provided herein, and Client shall, at its expense, provide secure and adequate space at its Premises for the Vending Equipment and the utilities for the Vending Equipment's proper operation, including without limitation for electricity (including outlets), water, light, heat, extermination services, data monitoring communication access and adequate drainage fixtures. Operator communicates with its assets through WIFI (micro-markets, etc.) and cellular (vending) communication. If the Client cannot provide the required communication access, Operator will purchase and install an Opt. Connect device and invoice Client at \$49.95 per month to meet the data monitoring communication access requirement. For equipment requiring filtered water, Operator will purchase and install unit filtration hardware and invoice Client for periodic filter replacement.
- Client shall exercise reasonable care in protecting the Vending Equipment from abuse, vandalism and theft, and shall immediately report to Operator any Vending Equipment malfunction or damage. Client understands the particular protection required in the Company's micro-market service. Should on site pilferage occur at the Client location, the Client will actively take measures to protect the assets of the Company on the Client's location. Should pilferage exceed 3.5% of revenue, the Client agrees to meet with Operator management and provide good faith assistance to the Operator to negate its gross sales losses incurred by the pilferage including switching to vending machines as an option. If the pilferage continues to exceed 3.5% of revenue, Operator has the right, and client agrees to reimburse the Operator, to invoice Client for the cost of goods pilfered.
- In the event of any unresolved Operator service issues, Client agrees to notify Operator of the nature of such problems in writing by certified or overnight mail, and Operator shall have the opportunity to cure any such issues within thirty (30) business days of receipt of such written notice. The Client shall make its best effort to assist the Operator in resolving any open issues at the location. This assistance shall be in the form of sharing written correspondence concerning service requirements, providing access to on site management and/or other instructive suggestions to remedy any open items.

4. **CANCELLATION:** The terms and conditions under which this Agreement may be cancelled are as follows:

- In the event that either the Operator or Client shall default in the performance of any of its obligations hereunder, and such default shall not be cured by that party within thirty (30) business days after receipt of a written notice sent by certified or overnight mail from the party claiming such default, then and in that event and for so long thereafter as such default shall not be cured, claiming party may elect to terminate this Agreement by sending to defaulting party by certified or overnight mail, a written notice of such termination, specifying the termination date of which shall be no less than sixty (60) business days from the date the defaulting party received such termination notice.

5. **INDEMNIFICATION:** Operator shall defend, hold harmless, and indemnify Client against any and all bodily injury and/or property damage claims, liabilities, damages, and expenses, including court costs and reasonable attorneys' fees, or judgments asserted against or imposed upon or incurred by Client that arise out of the gross negligence or intentional misconduct of Operator or its employees. Client shall defend, hold harmless, and indemnify Operator against any and all bodily injury and/or property damage claims, liabilities, damages, and expenses, including court costs and attorneys' fees, or judgments asserted against or imposed upon or incurred by Operator that arise out of the negligence or intentional misconduct of Client or its employees.

6. **NOTICES:** All notices required by the terms of this Agreement to be sent to the other party in writing shall be forwarded by certified or overnight mail, to the addresses indicated below AND: Corporate Counsel. Timely written notice of any address change is required.

7. **ENTIRE AGREEMENT; MODIFICATIONS AND WAIVERS; SEVERABILITY:**

HEADINGS: This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, oral or written between the parties. The terms and provisions of this Agreement may be modified, amended or waived only by written agreement executed by both parties hereto.

8. **DISPUTE RESOLUTION; GOVERNING LAW:** Client and Operator agree to meet and confer in good faith to resolve any issues or disputes that may arise under this Agreement. In the event the matter cannot be resolved between the day to day contacts, the parties shall meet at the corporate officer level, and, if still unresolved, shall submit to mediation, in a good faith attempt to resolve all claims prior to any litigation. Except to the extent that injunctive or emergency relief may be necessary to enforce any of the terms of this Agreement. Any disagreement that cannot be resolved between the parties shall be determined on request of either party by one arbitrator from the American Arbitration Association, with the losing party paying all of the prevailing party's damages, including loss of profits, reasonable attorney's fees, and disbursements. Venue shall be in Madison County, NY. In event of breach Client shall pay Servomation as liquidated damages a sum equal to the number of weeks remaining in this Agreement's term multiplied by Operator's average weekly profits (defined as gross receipts less 50% as cost of operations). The individual signing this contract represents to Servomation that they have the authority to enter into this Service Agreement.

9. **BENEFIT:** This Agreement shall be binding upon the parties hereto and shall inure to the benefit of, and be binding upon, the respective successors and assigns of each party hereto. Operator and Client each have the absolute right, in their sole discretion, to assign their rights and responsibilities under this Agreement.

10. **COST OF PROCUREMENT:** Client will have no obligation for the cost of Operator's product procurement program. These costs will be offset in their entirety by the Operator through recovering benefits of volume purchasing contracts, brand allowances, rebates, cash discounts and/or slotting fees.

THIS AGREEMENT, THE TERMS OF WHICH HAVE BEEN FREELY NEGOTIATED BY EACH PARTY, IS SUBJECT TO THE TERMS AND CONDITIONS. CLIENT AND OPERATOR ACKNOWLEDGE TO HAVING READ AND ACCEPTED THE UNDERSIGNED EACH HEREBY ACKNOWLEDGE THAT THEY POSSESS THE REQUISITE AUTHORITY TO ENTER INTO THIS TRANSACTION AND SIGN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal as of this _____ day of _____, 20__.

OPERATOR: Servomation Refreshments Inc.

By: _____

Title: _____

Print Name: _____

Mailing Address: 7098 Mount Pleasant Road
Canastota, NY 13032

CLIENT: _____

By: _____

Print Name: _____

Title: _____

Mailing Address: _____

Client Notification Address:

[] Check if same as above, or:

Print Name: _____

Title: _____

Mailing Address: _____

Addendum

Commissions

Financial Consideration:

Operator will provide Client the following rental commission in accordance with the terms and conditions of the Service Agreement:

- Servomation Refreshments, Inc. will pay the following commission rates subject to the terms and conditions of this agreement:
- Vending - 8% commissions on carbonated drinks sales and on all salty snack sales

PAYMENT OF COMMISSION/RENTAL INCOME, SUBSIDY AND CHARGES/SALES DEDUCTIONS: Commissions/Rental Income, if any, shall be paid monthly or quarterly in accordance with Operator's fiscal months and quarters, on or before the thirtieth (30th) day of the month following the end of the applicable fiscal month or quarter of the Operator, based upon the Premises' projected receipts and the payment period set forth herein. Commissions calculations are exempt from any perishable food, energy drinks, specialty drinks, fresh pastry, travel aids, credit card fees, pilferage, software, and internet fees. It is hereby agreed that in the event that the Commissions/Rental Income earned under this Agreement in any given quarter is less than Fifty Dollars (\$50.00), then no Rental Income shall be owed by the Operator to the Client. Payments will be based on net sales defined as gross sales less container deposits, applicable sales taxes, spoilage, condiments and permits. Operator has the right to offset rental income payments for technology and communications costs of \$3.40 per machine, per week to cover out of pocket technology communication costs. Notwithstanding anything to the contrary herein provided, in the event that there are any receivables owed by Client to the Operator that have been outstanding for more than 30 days in connection with this Agreement, the Operator shall be entitled to set-off any such receivables against any Rental Income owed pursuant hereto, which set-off taken shall be documented by the Operator in the next payment made of any monthly or quarterly Rental Income to the Client, as applicable. The parties further agree that any product or service sold to the Client will be paid within thirty (30) days from invoice date. Operator will be entitled to interest of one and a half (1.5%) percent for all balances not paid within thirty (30) days of invoice 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		
\$ 30,000.00	001.1364.0400.0000 Expenses on Property Acquired	001.0001.0912.0000 General Fund Balance
<i>To allocate funds to cover the purchase of 138 Madison St. as approved by Resolution 25-72 on 3/18/25</i>		
\$ 8,260.00	001.1680.0403.0000 IT Contracts	001.0001.0912.0000 General Fund Balance
<i>To allocate funds for the new website approved by Resolution 25-62 on 3/18/25</i>		
\$ 135,000.00	001.3410.0101.0000 Fire Salaries	001.0001.0912.0000 General Fund Balance
<i>To allocate funds for the approved Fire Union Contract by Resolution 25-55 on 3/4/25</i>		
\$ 18,000.00	001.3410.0104.0000 Fire Holiday Pay	001.0001.0912.0000 General Fund Balance
<i>To allocate funds for the approved Fire Union Contract by Resolution 25-55 on 3/4/25</i>		
\$ 4,000.00	001.3410.0317.0000 Fire Clothing Allowance	001.0001.0912.0000 General Fund Balance
<i>To allocate funds for the approved Fire Union Contract by Resolution 25-55 on 3/4/25</i>		
\$ 10,000.00	001.8020.0400.0000 Planning Contracts	001.8020.0101.0000 Planning Salaries
<i>To re-allocate funds to cover planning consulting services</i>		

Ayes:

Nays:

MOTION CARRIED/FAILED

7. ADVERTISE FOR BIDS-WATER HYDRANTS

RESOLUTION 25-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Purchasing Agent be authorized to advertise for bids for hydrants for the Water Department.

Ayes:

Nays:

MOTION CARRIED/FAILED

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