

## 2025-2029 Glenwood Plaza Hydrant Agreement

**THIS AGREEMENT, MADE THIS 13 DAY OF NOVEMBER, 2024**  
by and between the **CITY OF ONEIDA**, 109 N. Main Street, Oneida New York, a municipal corporation duly formed under the laws of the State of New York, hereinafter referred to as the "CITY" and the Glenwood Plaza LLC, a corporation, located in Oneida New York, duly incorporated under the laws of the State of New York, hereinafter referred to as the "OWNER",

### WITNESSETH:

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

- 1 The CITY will keep and maintain the private fire hydrants located within the OWNER's property, within Glenwood Plaza, Oneida, in a proper state of repair at all time as covered in this agreement.
- 2 Services to be provided by the CITY:
  - a. Annual inspection of hydrant.
  - b. Winterize hydrants.
  - c. Repair defects found during annual inspection.
  - d. Repair to hydrants after notification of defects by OWNER, except for repairs excluded below.
- 3 Services not provided as part of this agreement:
  - a. Removal of snow, grass or other debris surrounding hydrants. The OWNER represents it shall arrange to have its hydrants promptly and regularly cleared of snow at OWNER's expense.
  - b. Repairs required to hydrants as a result of vehicle impacts or snow removal operations.
  - c. Relocating or adjustments to hydrants.
- 4 The CITY shall bear the cost and expense of all routine, ordinary repairs to and maintenance of hydrants that the CITY deems necessary in order to provide for the safe and reliable use of the hydrants. At its option, the CITY may undertake repairs not provided for herein, upon providing the OWNER with a written estimate for the work and written acceptance thereof by the OWNER.
- 5 The CITY shall have the right to enter upon the premises of the OWNER with work crews and equipment to effect the purposes of this agreement and to excavate in the OWNER's property for the purpose of repairing the fire hydrant. The CITY shall return any areas disturbed by the CITY to substantially the same conditions as existed prior to said disturbance by the CITY.
- 6 The OWNER covenants and agrees to pay an annual hydrant charge to the CITY for the

## 2025-2029 Glenwood Plaza Hydrant Agreement

maintenance and inspection of the hydrant on OWNER's property, to be determined as follows:

The hydrant tax raised in the CITY on an annual basis will be divided by the total number of hydrants in the CITY Water Supply System exclusive of hydrants maintained under contract, to arrive at a per unit hydrant cost. This per unit hydrant cost will be multiplied by the number of hydrants presently on the OWNER's property, to arrive at the annual Hydrant charge for the OWNER.

A bill for the hydrant charge will be issued by the CITY on or about January 1<sup>st</sup> of each year, with payment due in full not later than March 1<sup>st</sup> of the year the bill is presented to the OWNER. In the event that the OWNER fails to pay the bill in full by March 1<sup>st</sup> as required, then the CITY shall have the right to terminate this agreement immediately with no further obligations thereunder.

- 7 OWNER understands and agrees that the rules and regulations of the Water Department of the City of Oneida, including any changes therein that may hereafter be made, shall apply to the use of the hydrants on OWNER's property.
- 8 The CITY undertakes only to perform the services set forth herein. The OWNER retains the full responsibility for the operation of the private distribution system. The CITY makes no representations, warranties or guaranties of any kind regarding the design, installation, operation and maintenance of OWNER's private water system, or the quality and quantity of water that shall pass through said private water system to the hydrant. The OWNER assumes all responsibility for its private water system and for any failure to deliver water or sufficient water through OWNER's system to the hydrant; and OWNER expressly agrees that it shall indemnify and hold the CITY harmless from any claims or other matters related thereto. The OWNER shall provide and maintain insurance, to protect and indemnify the CITY from any and all liability or claims for injury or damage to third persons or property which may be alleged to have arisen from or to have been caused as a result of actions of the CITY, excepting the active negligence of the CITY. Liability and property damage insurance policies will have limits of not less than:

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

All insurance shall be provided by an insurance company licensed to do business in New York State. The OWNER shall provide the CITY with certified copies of the policies required to be maintained by this agreement. The policies shall be endorsed to provide 15 days prior written notice of cancellation or changes to any policy to the CITY. The OWNER shall name the CITY as an additional insured by endorsement on an unrestricted primary and non-contributory basis on all lines of coverage.

- 9 The term of this agreement shall continue and remain in full force and effect for the period of five (5) years, from the 1st day of January 2025 through December 31, 2029.

## 2025-2029 Glenwood Plaza Hydrant Agreement

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

THE CITY OF ONEIDA, NEW YORK

*SEAL*

BY \_\_\_\_\_  
Kyle Lovell, City Manager

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

Water Commissioners  
City of Oneida, New York

GLENWOOD PLAZA LLC.

*SEAL*

BY \_\_\_\_\_

Name: Scott Ross

Title: MGRM

## 2025-2029 Glenwood Plaza Hydrant Agreement

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

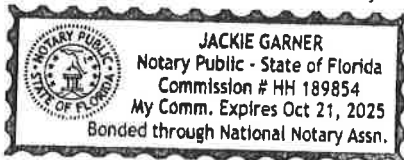
On the \_\_\_\_ day of \_\_\_\_\_, in the year 201\_\_, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **City Manager of the City of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

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

Florida  
STATE OF ~~NEW YORK~~ )  
Broward ) SS.:

COUNTY OF ~~MADISON~~)

On the 13<sup>th</sup> day of November, in the year 2024, before me, the undersigned, personally appeared Scott Ross, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as man, of **Glenwood Plaza LLC** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.



By Jackie Garner  
Notary Public  
Appointed in ~~Madison County~~ Broward County  
My Commission Expires 10 / 21 / 25

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_ day of \_\_\_\_\_, in the year 201\_\_, before me, the undersigned, personally appeared **Kathy Erdo, Mary Parry, Dave Cimpi, Jim Chamberlain** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Member of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

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

## 2025-2029 Nye Ford Hydrant Agreement

THIS AGREEMENT, MADE THIS 15 DAY OF November, 2024  
by and between the **CITY OF ONEIDA**, 109 N. Main Street, Oneida New York, a municipal corporation duly formed under the laws of the State of New York, hereinafter referred to as the "CITY" and the **NYMGMT.**, 1479 Genesee Street, Oneida New York, duly incorporated under the laws of the State of New York, hereinafter referred to as the "OWNER",

### WITNESSETH:

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

- 1 The CITY will keep and maintain the private fire hydrants located within the OWNER's property, at **1479 Genesee Street**, Oneida, in a proper state of repair at all time as covered in this agreement.
- 2 Services to be provided by the CITY:
  - a. Annual inspection of hydrant.
  - b. Winterize hydrants.
  - c. Repair defects found during annual inspection.
  - d. Repair to hydrants after notification of defects by OWNER, except for repairs excluded below.
- 3 Services not provided as part of this agreement:
  - a. Removal of snow, grass or other debris surrounding hydrants. The OWNER represents it shall arrange to have its hydrants promptly and regularly cleared of snow at OWNER's expense.
  - b. Repairs required to hydrants as a result of vehicle impacts or snow removal operations.
  - c. Relocating or adjustments to hydrants.
- 4 The CITY shall bear the cost and expense of all routine, ordinary repairs to and maintenance of hydrants that the CITY deems necessary in order to provide for the safe and reliable use of the hydrants. At its option, the CITY may undertake repairs not provided for herein, upon providing the OWNER with a written estimate for the work and written acceptance thereof by the OWNER.
- 5 The CITY shall have the right to enter upon the premises of the OWNER with work crews and equipment to effect the purposes of this agreement and to excavate in the OWNER's property for the purpose of repairing the fire hydrant. The CITY shall return any areas disturbed by the CITY to substantially the same conditions as existed prior to said disturbance by the CITY.
- 6 The OWNER covenants and agrees to pay an annual hydrant charge to the CITY for the

## 2025-2029 Nye Ford Hydrant Agreement

maintenance and inspection of the hydrant on OWNER's property, to be determined as follows:

The hydrant tax raised in the CITY on an annual basis will be divided by the total number of hydrants in the CITY Water Supply System exclusive of hydrants maintained under contract, to arrive at a per unit hydrant cost. This per unit hydrant cost will be multiplied by the number of hydrants presently on the OWNER's property, to arrive at the annual Hydrant charge for the OWNER.

A bill for the hydrant charge will be issued by the CITY on or about January 1<sup>st</sup> of each year, with payment due in full not later than March 1<sup>st</sup> of the year the bill is presented to the OWNER. In the event that the OWNER fails to pay the bill in full by March 1<sup>st</sup> as required, then the CITY shall have the right to terminate this agreement immediately with no further obligations thereunder.

- 7 OWNER understands and agrees that the rules and regulations of the Water Department of the City of Oneida, including any changes therein that may hereafter be made, shall apply to the use of the hydrants on OWNER's property.
- 8 The CITY undertakes only to perform the services set forth herein. The OWNER retains the full responsibility for the operation of the private distribution system. The CITY makes no representations, warranties or guaranties of any kind regarding the design, installation, operation and maintenance of OWNER's private water system, or the quality and quantity of water that shall pass through said private water system to the hydrant. The OWNER assumes all responsibility for its private water system and for any failure to deliver water or sufficient water through OWNER's system to the hydrant; and OWNER expressly agrees that it shall indemnify and hold the CITY harmless from any claims or other matters related thereto. The OWNER shall provide and maintain insurance, to protect and indemnify the CITY from any and all liability or claims for injury or damage to third persons or property which may be alleged to have arisen from or to have been caused as a result of actions of the CITY, excepting the active negligence of the CITY. Liability and property damage insurance policies will have limits of not less than:

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

All insurance shall be provided by an insurance company licensed to do business in New York State. The OWNER shall provide the CITY with certified copies of the policies required to be maintained by this agreement. The policies shall be endorsed to provide 15 days prior written notice of cancellation or changes to any policy to the CITY. The OWNER shall name the CITY as an additional insured by endorsement on an unrestricted primary and non-contributory basis on all lines of coverage.

- 9 The term of this agreement shall continue and remain in full force and effect for the period of five (5) years, from the 1st day of January 2025 through December 31, 2029.

2025-2029 Nye Ford Hydrant Agreement

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

THE CITY OF ONEIDA, NEW YORK

SEAL

BY \_\_\_\_\_  
Kyle Lovell, City Manager

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

Water Commissioners  
City of Oneida, New York

NYMGMT, LLC.

SEAL

BY \_\_\_\_\_  
Ali Ahmed, Manager

2025-2029 Nye Ford Hydrant Agreement

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 202\_\_, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **City Manager of the City of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

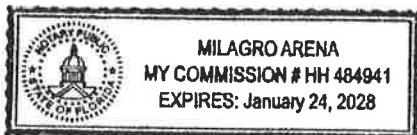
By \_\_\_\_\_  
Notary Public  
Appointed in Madison County  
My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF ~~NEW YORK~~ **FLORIDA**

) SS.:

COUNTY OF ~~MADISON~~ **MIAMI-DADE**

On the 15 day of November, in the year 2024, before me, the undersigned, personally appeared **NYMGMT, LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as of **NYMGMT, LLC.**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.



By [Signature]  
Notary Public  
Appointed in ~~Madison County~~ **MIAMI-DADE COUNTY**  
My Commission Expires 1 / 24 / 2028

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 202\_\_, before me, the undersigned, personally appeared **Kathy Erdo, Mary Parry, Dave Cimpi, Jim Chamberlain**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Member of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

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

## 2025-2029 Work Force Housing Hydrant Agreement

THIS AGREEMENT, MADE THIS 19 DAY OF November, 2024  
by and between the **CITY OF ONEIDA**, 109 N. Main Street, Oneida New York, a municipal  
corporation duly formed under the laws of the State of New York, hereinafter referred to as the  
"CITY" and the **Oneida Housing Development Fund Co. Inc.**, located in Canastota New York,  
duly incorporated under the laws of the State of New York, hereinafter referred to as the "OWNER",

### WITNESSETH:

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

- 1 The CITY will keep and maintain the private fire hydrants located within the OWNER's  
property, at **120 North Warner Street**, Oneida, in a proper state of repair at all time as  
covered in this agreement.
- 2 Services to be provided by the CITY:
  - a. Annual inspection of hydrant.
  - b. Winterize hydrants.
  - c. Repair defects found during annual inspection.
  - d. Repair to hydrants after notification of defects by OWNER, except for repairs excluded  
below.
- 3 Services not provided as part of this agreement:
  - a. Removal of snow, grass or other debris surrounding hydrants. The OWNER represents it  
shall arrange to have its hydrants promptly and regularly cleared of snow at OWNER's  
expense.
  - b. Repairs required to hydrants as a result of vehicle impacts or snow removal operations.
  - c. Relocating or adjustments to hydrants.
- 4 The CITY shall bear the cost and expense of all routine, ordinary repairs to and maintenance  
of hydrants that the CITY deems necessary in order to provide for the safe and reliable use of  
the hydrants. At its option, the CITY may undertake repairs not provided for herein, upon  
providing the OWNER with a written estimate for the work and written acceptance thereof  
by the OWNER.
- 5 The CITY shall have the right to enter upon the premises of the OWNER with work crews  
and equipment to affect the purposes of this agreement and to excavate in the OWNER's  
property for the purpose of repairing the fire hydrant. The CITY shall return any areas  
disturbed by the CITY to substantially the same conditions as existed prior to said  
disturbance by the CITY.
- 6 The OWNER covenants and agrees to pay an annual hydrant charge to the CITY for the

## 2025-2029 Work Force Housing Hydrant Agreement

maintenance and inspection of the hydrant on OWNER's property, to be determined as follows:

The hydrant tax raised in the CITY on an annual basis will be divided by the total number of hydrants in the CITY Water Supply System exclusive of hydrants maintained under contract, to arrive at a per unit hydrant cost. This per unit hydrant cost will be multiplied by the number of hydrants presently on the OWNER's property, to arrive at the annual Hydrant charge for the OWNER.

A bill for the hydrant charge will be issued by the CITY on or about January 1<sup>st</sup> of each year, with payment due in full not later than March 1<sup>st</sup> of the year the bill is presented to the OWNER. In the event that the OWNER fails to pay the bill in full by March 1<sup>st</sup> as required, then the CITY shall have the right to terminate this agreement immediately with no further obligations thereunder.

7 OWNER understands and agrees that the rules and regulations of the Water Department of the City of Oneida, including any changes therein that may hereafter be made, shall apply to the use of the hydrants on OWNER's property.

8 The CITY undertakes only to perform the services set forth herein. The OWNER retains the full responsibility for the operation of the private distribution system. The CITY makes no representations, warranties or guaranties of any kind regarding the design, installation, operation and maintenance of OWNER's private water system, or the quality and quantity of water that shall pass through said private water system to the hydrant. The OWNER assumes all responsibility for its private water system and for any failure to deliver water or sufficient water through OWNER's system to the hydrant; and OWNER expressly agrees that it shall indemnify and hold the CITY harmless from any claims or other matters related thereto. The OWNER shall provide and maintain insurance, to protect and indemnify the CITY from any and all liability or claims for injury or damage to third persons or property which may be alleged to have arisen from or to have been caused as a result of actions of the CITY, excepting the active negligence of the CITY. Liability and property damage insurance policies will have limits of not less than:

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

All insurance shall be provided by an insurance company licensed to do business in New York State. The OWNER shall provide the CITY with certified copies of the policies required to be maintained by this agreement. The policies shall be endorsed to provide 15 days prior written notice of cancellation or changes to any policy to the CITY. The OWNER shall name the CITY as an additional insured by endorsement on an unrestricted primary and non-contributory basis on all lines of coverage.

9 The term of this agreement shall continue and remain in full force and effect for the period of five (5) years, from the 1st day of January 2025 through December 31, 2029

## 2025-2029 Work Force Housing Hydrant Agreement

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

THE CITY OF ONEIDA, NEW YORK

*SEAL*

BY \_\_\_\_\_  
Kyle Lovell, City Manager

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

Water Commissioners  
City of Oneida, New York

Oneida Housing Development Fund Co. Inc.

*SEAL*

BY Robert Napoli  
Robert Napoli, President

## 2025-2029 Work Force Housing Hydrant Agreement

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_ day of \_\_\_\_\_, in the year 202\_\_, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **City Manager of the City of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

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

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 19 day of November, in the year 2024, before me, the undersigned, personally appeared **Robert Napoli**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **President of Oneida Housing Development Fund Co. Inc.**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By Inez M De Lwart  
Notary Public  
Appointed in Madison County  
My Commission Expires 1 / 18 / 26

INEZ M. DEGROAT  
Notary Public, State of New York  
No. 01CA5022507  
Appointed in Madison County  
Commission Expires January 18, 2026

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_ day of \_\_\_\_\_, in the year 202\_\_, before me, the undersigned, personally appeared **Kathy Erdo, Mary Parry, Dave Cimpi, Jim Chamberlain**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Member of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

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

## 2025-2029 Oneida High School Hydrant Agreement

**THIS AGREEMENT, MADE THIS 7 DAY OF November, 2024**  
by and between the **CITY OF ONEIDA**, 109 N. Main Street, Oneida New York, a municipal corporation duly formed under the laws of the State of New York, hereinafter referred to as the "CITY" and the **ONEIDA CITY SCHOOL DISTRICT**, 565 Sayles Street, Oneida New York, Oneida New York, duly incorporated under the laws of the State of New York, hereinafter referred to as the "OWNER",

### WITNESSETH:

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

- 1 The CITY will keep and maintain the private fire hydrants located within the OWNER's property, at 560 Seneca Street, Oneida, in a proper state of repair at all time as covered in this agreement.
- 2 Services to be provided by the CITY:
  - a. Annual inspection of hydrant.
  - b. Winterize hydrants.
  - c. Repair defects found during annual inspection.
  - d. Repair to hydrants after notification of defects by OWNER, except for repairs excluded below.
- 3 Services not provided as part of this agreement:
  - a. Removal of snow, grass or other debris surrounding hydrants. The OWNER represents it shall arrange to have its hydrants promptly and regularly cleared of snow at OWNER's expense.
  - b. Repairs required to hydrants as a result of vehicle impacts or snow removal operations.
  - c. Relocating or adjustments to hydrants.
- 4 The CITY shall bear the responsibility, cost and expense of all routine, ordinary repairs to and maintenance of hydrants that the CITY deems necessary in order to provide for the safe and reliable use of the hydrants. At its option, the CITY may undertake repairs not provided for herein, upon providing the OWNER with a written estimate for the work and written acceptance thereof by the OWNER.
- 5 The CITY shall have the right to enter upon the premises of the OWNER with work crews and equipment to affect the purposes of this agreement and to excavate in the OWNER's property for the purpose of repairing the fire hydrant. The CITY shall return any areas disturbed by the CITY to substantially the same conditions as existed prior to said disturbance by the CITY.

## 2025-2029 Oneida High School Hydrant Agreement

- 6 The OWNER covenants and agrees to pay an annual hydrant charge to the CITY for the maintenance and inspection of the hydrants on OWNER's property, to be determined as follows:

The hydrant tax raised in the CITY on an annual basis will be divided by the total number of hydrants in the CITY Water Supply System exclusive of hydrants maintained under contract, to arrive at a per unit hydrant cost. This per unit hydrant cost will be multiplied by the number of hydrants presently on the OWNER's property, to arrive at the annual Hydrant charge for the OWNER.

A bill for the hydrant charge will be issued by the CITY on or about January 1<sup>st</sup> of each year, with payment due in full not later than March 1<sup>st</sup> of the year the bill is presented to the OWNER. In the event that the OWNER fails to pay the bill in full by March 1<sup>st</sup> as required, then the CITY shall have the right to terminate this agreement immediately with no further obligations thereunder.

- 7 OWNER understands and agrees that the rules and regulations of the Water Department of the City of Oneida, including any changes therein that may hereafter be made, shall apply to the use of the hydrants on OWNER's property.

- 8 The CITY undertakes only to perform the services set forth herein. The OWNER retains the full responsibility for the operation of the private distribution system. The CITY makes no representations, warranties or guaranties of any kind regarding the design, installation, operation and maintenance of OWNER's private water system, or the quality and quantity of water that shall pass through said private water system to the hydrant. The OWNER assumes all responsibility for its private water system and for any failure to deliver water or sufficient water through OWNER's system to the hydrant; and OWNER expressly agrees that it shall indemnify and hold the CITY harmless from any claims or other matters related thereto. The OWNER shall provide and maintain insurance, to protect and indemnify the CITY from any and all liability or claims for injury or damage to third persons or property which may be alleged to have arisen from or to have been caused as a result of actions or omissions of the CITY, excepting the negligent acts or omissions of the CITY. Liability and property damage insurance policies will have limits of not less than:

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

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- 9 The term of this agreement shall continue and remain in full force and effect for the period

2025-2029 Oneida High School Hydrant Agreement

of three (5) years, from the 1st day of January 2025 through December 31, 2029

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

THE CITY OF ONEIDA, NEW YORK

*SEAL*

BY \_\_\_\_\_  
Kyle Lovell, City Manager

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\_\_\_\_\_

Water Commissioners  
City of Oneida, New York

ONEIDA CITY SCHOOL DISTRICT

*SEAL*

BY Matthew Carpenter  
Matthew Carpenter, Superintendent

## 2025-2029 Oneida High School Hydrant Agreement

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_ day of \_\_\_\_\_, in the year 202\_\_, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **City Manager of the City of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

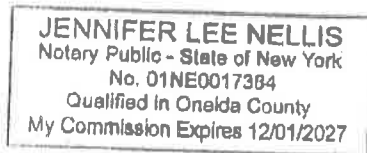
By \_\_\_\_\_  
Notary Public  
Appointed in Madison County  
My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 7 day of November, in the year 2024, before me, the undersigned, personally appeared **Matthew Carpenter**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Superintendent of Oneida City School District**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.



By Jennifer Lee Nellis  
Notary Public  
Appointed in Madison County  
My Commission Expires 12/1/27

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the \_\_\_\_ day of \_\_\_\_\_, in the year 202\_\_, before me, the undersigned, personally appeared **Kathy Erdo, Mary Parry, Dave Cimpi, Jim Chamberlain**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Member of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

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