MINUTES OF THE COMMON COUNCIL
REGULAR MEETING
DECEMBER 20, 2022

A meeting of the Common Council of the City of Oneida, NY was held on the twentieth day of December 2022 at 6:30 p.m. at the Common Council Chambers, 109 N. Main, Oneida, NY 13421.

The meeting was called to order by Mayor Helen Acker

Attendees	**Present**	**Absent**	**Arrived Late**
Mayor Acker	☐	☐	☐_____
Councilor Szczerba	☐	☐	☐_____
Councilor Laureti	☐	☐	☐_____
Councilor Rossi	☐	☐	☐_____
Councilor Kinville	☐	☐	☐_____
Councilor Pagano	☐	☐	☐_____
Councilor Simchik	☐	☐	☐_____

Supervisors

Matt Roberts	☐	☐
Mary Cavanagh	☐	☐
Joe Magliocca	☐	☐
Brandee DuBois	☐	☐

Also Present

City Attorney Nadine Bell	☐	Fire Chief Dennis Fields	☐
City Clerk Sandy LaPera	☐	Police Chief John Little	☐
City Engineer Jeff Rowe	☐	Public Safety Com. Kevin Salerno	☐
Codes Director Bob Burnett	☐	Other _____	☐
Comptroller Lee Ann Wells	☐	Other _____	☐

Call to Order/Pledge of Allegiance/Roll Call

SWEARING IN CEREMONY: Councilor James Szczerba, Councilor William Pagano, Supervisor Brandee DuBois

PUBLIC HEARING: A Local Law to establish a Sustainable Energy Loan Program (Open C-Pace) in the City of Oneida

OPEN PUBLIC HEARING

A LOCAL LAW TO ESTABLISH A SUSTAINABLE ENERGY LOAN PROGRAM (OPEN C-PACE) IN THE CITY OF ONEIDA

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing to establish a Sustainable Energy Loan Program (Open C-Pace) in the City of Oneida be hereby opened at _____ p.m.

Ayes:
Nays:
MOTION CARRIED

APPEARANCES

CLOSE PUBLIC HEARING

A LOCAL LAW TO ESTABLISH A SUSTAINABLE ENERGY LOAN PROGRAM (OPEN C-PACE) IN THE CITY OF ONEIDA

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing to establish a Sustainable Energy Loan Program (Open C-Pace) in the City of Oneida be hereby closed at _____ p.m.

Ayes:
Nays:
MOTION CARRIED

PUBLIC COMMENT:
OLD BUSINESS:
SUPERVISOR'S REPORT:

APPROVAL OF MINUTES

Moved by Councilor
Seconded by Councilor

RESOLVED, that the minutes of the regular meeting of December 6, 2022, are hereby approved as presented.

Ayes:
Nays:
MOTION CARRIED

APPROVAL OF WARRANT

Moved by Councilor
Seconded by Councilor

RESOLVED, that Warrant No. 24, checks and ACH payments in the amount of $1,122,962.46 as audited by the Voucher Committee are hereby approved for payment in the usual manner at the discretion of the Comptroller.

Ayes:
Nays:
MOTION CARRIED

WARRANT	**24**
DATE:	December 20, 2022

FUND		**PAYMENT NUMBER (S)**	**AMOUNT**
Capital	4783		$ 584,487.50
Library Fund	025		
Fund	027		
ARPA Fund	030	1265-1267	$ 21,619.00
Current Funds		70883-70962	$ 277,788.52
ACH			$ 239,067.44

WARRANT #1 TOTAL	**$ 1,122,962.46**

1. **MONTHLY REPORTS**

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

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

Ayes:
Nays:
MOTION CARRIED

2. ADOPT A LOCAL LAW UPDATING THE CODE ENFORCEMENT PROGRAM IN THE CITY OF ONEIDA

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

WHEREAS, pursuant to the provisions of the Municipal Home Rule Law, a proposed local law titled, "A Local Law Updating the Code Enforcement Program in the City of Oneida" was presented and introduced at a Regular Meeting of the Common Council of the City of Oneida held on November 15, 2022; and

WHEREAS, a public hearing was held on such proposed local law on December 6, 2022 and by the Common Council of the City of Oneida and proof of publication of notice of such public hearing, as required by law, having been submitted and filed, and all persons desiring to be heard in connection with said proposed local law having been heard, and said proposed local law having been in the possession of the members of the Common Council of the City of Oneida in its final form in the manner required by Section 20 of the Municipal Home Rule of the State of New York; and

WHEREAS, the enactment of the Proposed Local Law has previously been determined to be a Type II action and will have no significant effect on the environment thus concluding the SEQR review process; and

WHEREAS, it is in the public interest to enact said Local Law.

NOW, THEREFORE, it is

RESOLVED, that the Common Council of the City of Oneida, Madison County, New York, does hereby enact a Local Law as follows:

"CITY OF ONEIDA
PROPOSED LOCAL LAW

A LOCAL LAW UPDATING THE CODE ENFORCEMENT PROGRAM
IN THE CITY OF ONEIDA

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

SECTION 1. LEGISLATIVE INTENT

This local law provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in the City of Oneida. This law is designed to repeal the existing Code Enforcement Program within the City of Oneida and replace it with a Code Enforcement Program in compliance with the State's most recent regulations.

Except as otherwise provided in the Uniform Code, the Energy Code other state law, or other section of this local law, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions this local law.

SECTION 2. AUTHORITY

This local law is adopted pursuant to section 10 of the Municipal Home Rule Law.

SECTION 3. AMENDMENT OF CHAPTER 33 OF THE CODE OF CITY OF ONEIDA

The Code of the City of Oneida is hereby amended to repeal the existing Chapter 33 of the Code in its entirety and replace with new language as follows:

"**ARTICLE I GENERAL PROVISIONS**

Section 33-1. Definitions.

In this local law, the following terms shall have the meanings shown in this section:

"Assembly Area" shall mean an area in any building, or in any portion of a building, that is primarily used or intended to be used for gathering fifty or more persons for uses including, but not limited to, amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes.

"Building Code" shall mean the Building Code of New York State, as currently in effect and as hereafter amended from time to time.

"Building Permit" shall mean a building permit, construction permit, demolition permit, or other permit that authorizes the performance of work. The term "Building Permit" shall also include a Building Permit which is renewed, amended, or extended pursuant to any provision of this local law.

"Certificate of Compliance" shall mean a document issued by the City of Oneida stating that work was done in compliance with approved construction documents and the Codes.

"Certificate of Occupancy" shall mean a document issued by the City of Oneida certifying that the building or structure, or portion thereof, complies with the approved construction documents that have been submitted to, and approved by the City of Oneida and indicating that the building or structure, or portion thereof, is in a condition suitable for occupancy.

"City" shall mean the City of Oneida.

"Code Enforcement Officer" shall mean the Code Enforcement Officer(s) appointed pursuant to section 33-2 of this local law.

"Code Enforcement Personnel" shall include the Director of Code Enforcement, the Code Enforcement Officer(s) and all Inspectors. Code Enforcement Personnel can refer to any, as individuals, or all, as the collective, of the following: Director of Code Enforcement, Code Enforcement Officer(s) and Inspector(s).

"Codes" shall mean the Uniform Code and Energy Code.

"Energy Code" shall mean the New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law.

"FCNYS" shall mean the 2020 Fire Code of New York State as currently incorporated by reference in 19 NYCRR Part 1225.

"Fire Code" shall mean the Fire Code of New York State, as currently in effect and as hereafter amended from time to time.

"Fire Marshal" shall mean the Fire Marshall appointed pursuant to section 33-7 of this local law.

"Fire Marshal's Office" shall mean the Fire Marshall and/or their designee's office.

"Fire Safety and Property Maintenance Inspection" shall mean an inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference.

"Fuel Gas Code" shall mean the Fuel Gas Code of New York State, as currently in effect and as hereafter amended from time to time.

"Hazardous Production Materials" shall mean a solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability, or instability of Class 3 or 4, as ranked by NFPA 704 (Standard Systems for Identification of the Hazards of Materials for Emergency Response), and which is used directly in research, laboratory, or production processes which have, as their end product, materials that are not hazardous.

"Inspector" shall mean any inspector appointed pursuant to this local law.

"Mobile Food Preparation Vehicles" shall mean vehicles that contain cooking equipment that produces smoke or grease-laden vapors for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

"Operating Permit" shall mean a permit issued pursuant to section 33-10 of this local law. The term "Operating Permit" shall also include an Operating Permit which is renewed, amended, or extended pursuant to any provision of this local law.

"Order to Remedy" shall mean an order issued by the Code Enforcement Officer pursuant to section 33-17 of this local law.

"Permit Holder" shall mean the Person to whom a Building Permit has been issued.

"Person" shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

"Plumbing Code" shall mean the Plumbing Code of New York State, as currently in effect and as hereafter amended from time to time.

"PMCNYS" or "Property Maintenance Code" shall mean the 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR Part 1226.

"RCNYS" or "Residential Code" shall mean the 2020 Residential Code of New York State as currently incorporated by reference in 19 NYCRR Part 1220.

"Repair" shall mean the reconstruction, replacement, or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

"Stop Work Order" shall mean an order issued pursuant to section 33-5 of this local law.

"Sugarhouse" shall mean a building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and/or maple sugar.

"Temporary Certificate of Occupancy" shall mean a certificate issued pursuant to subdivision (d) of section 33-6 of this local law.

"Uniform Code" shall mean the New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the NYCRR, adopted pursuant to Article 18 of the Executive Law.

ARTICLE II **Building Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Residential Code, Fire Code, Existing Building Code, and Property Maintenance Code**

Section 33-2. **Department of Code Enforcement**

(a) The Department of Code Enforcement is hereby created. The Department of Code Enforcement shall be responsible for the administration and enforcement of all the provisions of this Chapter, the Oneida City Code, and New York State Uniform Prevention and Building Code, including the Building Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Residential Code, the Energy Conservation Code, the Property Maintenance Code, Fire Code, Existing Building Code and the New York State Multiple Residency Law. Under the supervision and direction of the Director of Code Enforcement, the Department of Code Enforcement shall have the following powers and duties:

(1) to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and the plans, specifications, and construction documents submitted with such applications;

(2) upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and to include in terms and conditions as the Code Enforcement Officer may determine to be appropriate Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits;

(3) to conduct construction inspections; inspections to be made prior to the issuance of Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits; fire safety and property maintenance inspections; inspections incidental to the investigation of complaints; and all other inspections required or permitted under any provision of this local law;

(4) to issue Stop Work Orders;

(5) to review and investigate complaints;

(6) to issue orders pursuant to subdivision (a) of section 33-17 (Violations) of this local law;

(7) to maintain records;

(8) to collect fees as set by the Common Council of this City;

(9) to pursue administrative enforcement actions and proceedings;

(10) in consultation with the City Attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code, Building Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Residential Code, Existing Building Code, Fire Code, Energy Conservation Code, Property Maintenance Code, the New York State Multiple Residency Law, this local law, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code, Building Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Residential Code, Energy Conservation Code, Property Maintenance Code, the New York State Multiple Residency Law, or this local law; and

(11) to exercise all other powers and fulfill all other duties conferred upon the Department of Code Enforcement by this local law.

(b) The Director of Code Enforcement shall be appointed by the Mayor and shall be the head of the Department of Code Enforcement, which shall consist of the Director of Code Enforcement, Code Enforcement Officer(s) and Inspector(s). The Director shall be responsible for the operation, supervision and management of the Department of Code Enforcement.

(c) Code Enforcement Officer(s) shall be appointed by the Mayor and shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

(d) In the event that the Director of Code Enforcement is unable to serve as such for any reason, the Code Enforcement Officer shall assume all the duties and exercise all the powers conferred upon the Director of Code Enforcement by this local law.

(e) One or more Inspectors may be appointed by the Mayor to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of

the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this local law. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

(f) The compensation for Department of Code Enforcement employees, which includes but is not limited to the Director of Code Enforcement, Code Enforcement Officer(s) and Inspector(s), shall be fixed from time to time by the Common Council of this City.

Section 33-3. Building Permits

(a) Building Permits Required. Except as otherwise provided in subdivision (b) this section, a Building Permit shall be required for any work must conform to the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Residential Code, Fire Code, and Existing Building Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation, or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney, or flue in any dwelling unit. The Fire Marshall's Office shall be notified to schedule a solid fuel device permit inspection prior to issuance of certificate of occupancy. No person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Department of Code Enforcement.

(b) Exemptions. No Building Permit shall be required for work in any of the following categories:

(1) construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 144 square feet;

(2) construction of temporary sets and scenery associated with motion picture, television, and theater uses;

(3) installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);

(4) installation of partitions or movable cases less than 5'-9" in height;

(5) painting, wallpapering, tiling, carpeting, or other similar finish work;

(6) installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;

(7) replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or

(8) repairs, provided that the work does not have an impact on fire and life safety, such as (i) any part of the structural system; (ii) the required means of egress; or (iii) the fire protection system or the removal from service of any part of the fire protection system for any period of time.

(c) Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision (b) of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Fire Code, Existing Building Code, or the Residential Code.

(d) Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Department of Code Enforcement. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Department of Code Enforcement deems sufficient to permit a determination by the Department of Code Enforcement that the intended work complies with all applicable requirements of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or the Residential Code. The application shall include or be accompanied by the following information and documentation:

(1) a description of the location, nature, extent, and scope of the proposed work;

(2) the tax map number and the street address of any affected building or structure;

(3) the occupancy classification of any affected building or structure;

(4) where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or the Residential Code; and

(5) at least 2 sets of construction documents (drawings and/or specifications) which (i) describe the location, nature, extent, and scope of the proposed work; (ii) show that the proposed work will conform to the applicable provisions of the Codes; (iii) show the location, construction, size, and character of all portions of the means of egress; (iv) show a representation of the building thermal envelope; (v) show structural information including but not limited to braced wall designs, the size, section, and relative locations of structural members, design loads, and other pertinent structural information; (vi) show the proposed structural, electrical, plumbing, mechanical, fire-protection, and other service systems of the building; (vii) include a written statement indicating compliance with the Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or the Residential Code; (viii) include a site plan, drawn to scale and drawn in accordance with an accurate boundary survey, showing the size and location of new construction and existing structures and appurtenances on the site, distances from lot lines, the established street grades and the proposed finished grades, and, as applicable, flood hazard areas, floodways, and design flood elevations; and (ix) evidence that the documents were prepared by a licensed and registered architect in accordance with Article 147 of the New York State Education Law or a licensed and registered professional engineer in accordance with Article 145 of the New York State Education Law and practice guidelines, including but not limited to the design professional's seal which clearly and legibly shows both the design professional's name and license number and is signed by the

design professional whose name appears on the seal in such a manner that neither the name nor the number is obscured in any way, the design professional's registration expiration date, the design professional's firm name (if not a sole practitioner), and, if the documents are submitted by a professional engineering firm and not a sole practitioner professional engineer, the firm's Certificate of Authorization number.

(e) Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in paragraph (5) of subdivision (d) of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Department of Code Enforcement in writing or by stamp, or in the case of electronic media, an electronic marking. One set of the accepted construction documents shall be retained by the Department of Code Enforcement, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the Code Enforcement Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

(f) Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Fire Code, Existing Building Code and/or Residential Code. The Code Enforcement Officer shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Fire Code, Existing Building Code and/or Residential Code.

(g) Building Permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

(h) Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Department of Code Enforcement of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Department of Code Enforcement determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

(i) Time limits. Building Permits shall become invalid unless the authorized work is commenced within six (6) months following the date of issuance. Building Permits shall expire twelve (12) months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Department of Code Enforcement.

(j) Revocation or suspension of Building Permits. If the Department of Code Enforcement determines that a Building Permit was issued in error because of incorrect, inaccurate, or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Residential Code, Fire Code, and/or Existing Building Code the Department of Code Enforcement shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in

compliance with all applicable provisions of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or Residential Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or Residential Code.

(k) Fee. The fee specified in or determined in accordance with the provisions set forth in section 33-18 (Fees) of this local law must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

Section 33-4. Construction Inspections

(a) Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by Code Enforcement Personnel or by an Inspector authorized by the Director of Code Enforcement. The Permit Holder shall notify the Code Enforcement Officer when any element of work described in subdivision (b) of this section is ready for inspection.

(b) Elements of work to be inspected. The following elements of the construction process shall be inspected, where applicable:

(1) work site prior to the issuance of a Building Permit;

(2) footing and foundation;

(3) preparation for concrete slab;

(4) framing;

(5) structural, electrical, plumbing, mechanical, fire-protection, and other similar service systems of the building;

(6) fire resistant construction;

(7) fire resistant penetrations;

(8) solid fuel burning heating appliances, chimneys, flues, or gas vents;

(9) inspections required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage, system controls, mechanical equipment size, and, where required, minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;

(10) installation, connection, and assembly of factor manufactured buildings and manufactured homes; and

(11) a final inspection after all work authorized by the Building Permit has been completed.

(c) Remote inspections. At the discretion of Code Enforcement Personnel or Inspector authorized to perform construction inspections, a remote inspection may be performed in lieu of an in-person inspection when, in the opinion of the Code Enforcement Personnel or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of Code Enforcement Personnel or by such authorized Inspector that the elements of the construction process conform with the applicable requirements of the Uniform Code and Energy Code. Should a remote inspection not afford Code Enforcement Personnel or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.

(d) Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to the manner in which the work fails to comply with the Uniform Code or Energy Code, including a citation to the specific code provision or provisions that have not been met. Work not in compliance with any applicable provision of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or the Residential Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or the Residential Code, reinspected, and found satisfactory as completed.

(e) Fee. The fee specified in or determined in accordance with the provisions set forth in section 33-18 (Fees) of this local law must be paid prior to or at the time of each inspection performed pursuant to this section.

Section 33-5. Stop Work Orders

(a) Authority to issue. Code Enforcement Personnel are authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Personnel shall issue a Stop Work Order to halt:

(1) any work that is determined by Code Enforcement Personnel to be contrary to any applicable provision of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or the Residential Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(2) any work that is being conducted in a dangerous or unsafe manner in the opinion of Code Enforcement Personnel, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(3) any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

(b) Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Personnel, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

(c) Service of Stop Work Orders. Code Enforcement Personnel shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by certified mail. Code Enforcement Personnel shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

(d) Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder, and any other Person performing, taking part in, or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order, other than work expressly authorized by Code Enforcement Personnel to correct the reason for issuing the Stop Work Order.

(e) Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision (a) of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under section 33-17 (Violations) of this local law or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

Section 33-6. Certificates of Occupancy and Certificates of Compliance

(a) Certificates of Occupancy and Certificates of Compliance required. A Certificate of Occupancy or Certificate of Compliance shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy or Certificate of Compliance.

(b) Issuance of Certificates of Occupancy and Certificates of Compliance. The Department of Code Enforcement shall issue a Certificate of Occupancy or Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or the Residential Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or the Residential Code. Code Enforcement Personnel or an Inspector authorized by the Director of Code Enforcement shall inspect the building, structure, or work prior to the issuance of a Certificate of Occupancy or Certificate of Compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or the Residential Code by such person or persons as may be designated by or otherwise acceptable to the Department of Code Enforcement, at the expense of the applicant for the Certificate of Occupancy or Certificate of Compliance, shall be provided to the Department of Code Enforcement prior to the issuance of the Certificate of Occupancy or Certificate of Compliance:

(1) a written statement of structural observations and/or a final report of special inspections,

(2) flood hazard certifications,

(3) a written statement of the results of tests performed to show compliance with the Energy Code, and

(4) where applicable, the affixation of the appropriate seals, insignias, and manufacturer's data plates as required for factory manufactured buildings and/or manufactured homes.

(c) Contents of Certificates of Occupancy and Certificates of Compliance. A Certificate of Occupancy or Certificate of Compliance shall contain the following information:

(1) the Building Permit number, if any;

(2) the date of issuance of the Building Permit, if any;

(3) the name (if any), address and tax map number of the property;

(4) if the Certificate of Occupancy or Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy or Certificate of Compliance is issued;

(5) the use and occupancy classification of the structure;

(6) the type of construction of the structure;

(7) the occupant load of the assembly areas in the structure, if any;

(8) If the automatic sprinkler system is provided, a notation as to whether the sprinkler system is required;

(9) any special conditions imposed in connection with the issuance of the Building Permit; and

(10) the signature of the Code Enforcement Personnel issuing the Certificate of Occupancy or Certificate of Compliance and the date of issuance.

(d) Temporary Certificate of Occupancy. The Department of Code Enforcement shall be permitted to issue a Temporary Certificate of Occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Department of Code Enforcement issue a Temporary Certificate of Occupancy unless the Department of Code Enforcement determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate of Occupancy, may be occupied safely, (2) that any required fire and life safety components, such as fire protection equipment and fire, smoke, carbon monoxide, and heat detectors and alarms are installed and operational, and (3) that all required means of egress from the structure have been provided. The Department of Code Enforcement may include in a

Temporary Certificate of Occupancy such terms and conditions as he or she deems necessary or appropriate to ensure the health and safety of the persons occupying and using the building or structure and/or performing further construction work in the building or structure. A Temporary Certificate of Occupancy shall be effective for a period of time, not to exceed six (6) months, which shall be determined by the Code Enforcement Officer and specified in the Temporary Certificate of Occupancy. During the specified period of effectiveness of the Temporary Certificate of Occupancy, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or the Residential Code.

(e) Revocation or suspension of certificates. If the Department of Code Enforcement determines that a Certificate of Occupancy, Certification of Compliance, or a Temporary Certificate of Occupancy was issued in error or on the basis of incorrect information, and if the relevant deficiencies are not corrected to the satisfaction of the Department of Code Enforcement within such period of time as shall be specified by the Department of Code Enforcement, the Department of Code Enforcement shall revoke or suspend such certificate.

(f) Fee. The fee specified in or determined in accordance with the provisions set forth in section 33-18 (Fees) of this local law must be paid at the time of submission of an application for a Certificate of Occupancy, Certificate of Compliance, or for Temporary Certificate of Occupancy.

ARTICLE III OPERATING PERMITS, FIRE SAFETY AND PROPERTY MAINTENANCE

Section 33-7. Fire Marshal and Inspectors

(a) The office of Fire Marshal is hereby created. The Fire Marshal shall administer and enforce all the provisions of the Fire Code and the Property Maintenance Code, and Article III of this local law. The Fire Marshal shall have the following powers and duties:

(1) To receive, review, and approve or disapprove applications for Certificates of Compliance and Operating Permits, and the plans, specifications and construction documents submitted with such applications;

(2) Upon approval of such applications, to issue Certificates of Compliance and Operating Permits, and to include in the Certificates of Compliance and Operating Permits such terms and conditions as the Fire Marshal may determine to be appropriate;

(3) To conduct inspections to be made prior to the issuance of Certificates of Compliance and Operating Permits, fire safety and property maintenance inspections, inspections incidental to the investigation of complaints, and all other inspections required or permitted under Article III of this local law;

(4) To issue Stop Work Orders;

(5) To review and investigate complaints;

(6) To issue orders pursuant to § 33-17 of this local law;

(7) To maintain records;

(8) To collect fees as set by the Common Council;

(9) To pursue administrative enforcement actions and proceedings;

(10) In consultation with the City Attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Fire Code, the Property Maintenance Code and this local law, or to abate or correct conditions not in compliance with the Fire Code, the Property Maintenance Code and this local law; and

(11) To exercise all other powers and fulfill all other duties conferred upon the Fire Marshal by this local law.

(b) The Fire Marshal shall be appointed by the Fire Chief and approved by the Commissioner of Public Safety. The Fire Marshal shall possess background experience related to fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and the Fire Marshal shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.

(c) An Assistant Fire Marshal shall be appointed by the Fire Chief and approved by the Commissioner of Public Safety. In the event that the Fire Marshal is unable to serve as such for any reason, the Assistant Fire Marshal shall serve as Acting Fire Marshal. The Acting Fire Marshal shall, during the term of his or her appointment, exercise all powers and fulfill all duties conferred upon the Fire Marshal by this local law.

(d) One or more Inspectors may be appointed by the Fire Chief to act under the supervision and direction of the Fire Marshal and to assist the Fire Marshal in the exercise of the powers and fulfillment of the duties conferred upon the Fire Marshal by this local law. Each inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.

(e) The compensation for the Fire Marshal and Inspectors shall be fixed from time to time by the Common Council of this City.

(f) The City of Oneida Fire Marshal's Office may engage a contractor to assist the City's Fire Marshal in the tracking of fire protection systems within the City of Oneida by providing the City's Fire Marshal an online electronic reporting system. Further, the City of Oneida will approve agencies that register as authorized inspection companies with said contractor as duly approved inspectors who are hereby authorized and deputized as agents of the City of Oneida for the limited purpose of making inspections and reinspections of all fire protection systems heretofore and hereafter described, and to approve and disapprove the same. In no event, however, will fees relating to registering with the City's contractor or the cost of such inspections and reinspections be a charge against the City of Oneida.

(g) It shall be the duties of the approved Inspectors described in subsection F of this section to provide written reports electronically to the City of Oneida's aforementioned contractor so that the contractor can electronically report to the Fire Marshal, whose duty it shall be to enforce, prosecute or cause to be ameliorated all the provisions of this local law, all violations from or omissions of the Uniform Fire Prevention and Building Code, and of all local codes and the New York State Fire Prevention and Electrical Code insofar as any of the same apply to fire protection systems. The Inspectors shall make inspections and reinspections of fire protection system installations or alterations in and on properties in the City of Oneida upon the written (physical or electronic) request of an authorized official of the City of Oneida or as herein provided. The Inspectors are authorized to make inspections and reinspections of fire protection system installations or alterations, devices, appliances and equipment where they deem it necessary for the protection of life and property. In the event of an emergency, it is the duty of the Inspectors to make fire protection system inspections upon the oral or written request of an official or officer of the City of Oneida. It shall be the duty of the inspectors to furnish electronic written reports to the City's contractor so that the contractor can furnish electronic written reports to the proper officials of the City of Oneida and owners and lessees of property where defective electrical installations, alterations or equipment are in conformity with this code. The Inspectors shall cause an electronic copy of the certificate of compliance to be sent to the City of Oneida to the attention of the Fire Marshal.

Section 33-8. Notification Regarding Fire or Explosion

The chief of any fire department providing firefighting services for a property within this City shall promptly notify the Department of Code Enforcement and the Fire Marshal of any fire or explosion involving any structural damage, fuel burning appliance, chimney, or gas vent.

Section 33-9. Unsafe Buildings, Structures, and Equipment and Conditions of Imminent Danger

Unsafe buildings, structures, and equipment and conditions of imminent danger in this City shall be identified and addressed in accordance with the procedures established by Chapter 34 and Chapter 61, as now in effect or as hereafter amended from time to time.

Section 33-10. Operating Permits

(a) Operation Permits required. Operating Permits shall be required for conducting any process or activity or for operating any type of building, structure, or facility listed below:

(1) manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the FCNYS;

(2) buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS as follows:

(i) Chapter 22, "Combustible Dust-Producing Operations." Facilities where the operation produces combustible dust;

(ii) Chapter 24, "Flammable Finishes." Operations utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24 of the FCNYS;

(iii) Chapter 25, "Fruit and Crop Ripening." Operating a fruit- or crop-ripening facility or conducting a fruit-ripening process using ethylene gas;

(iv) Chapter 26, "Fumigation and Insecticidal Fogging." Conducting fumigation or insecticidal fogging operations in buildings, structures, and spaces, except for fumigation or insecticidal fogging performed by the occupant of a detached one-family dwelling;

(v) Chapter 31, "Tents, Temporary Special Event Structures, and Other Membrane Structures." Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent where approval is required pursuant to Chapter 31 of the FCNYS;

(vi) Chapter 32, "High-Piled Combustible Storage." High-piled combustible storage facilities with more than 500 square feet (including aisles) of high-piled storage;

(vii) Chapter 34, "Tire Rebuilding and Tire Storage." Operating a facility that stores in excess of 2,500 cubic feet of scrap tires or tire byproducts or operating a tire rebuilding plant;

(viii) Chapter 35, "Welding and Other Hot Work." Performing public exhibitions and demonstrations where hot work is conducted, use of hot work, welding, or cutting equipment, inside or on a structure, except an operating permit is not required where work is conducted under the authorization of a building permit or where performed by the occupant of a detached one- or two-family dwelling;

(ix) Chapter 40, "Sugarhouse Alternative Activity Provisions." Conducting an alternative activity at a sugarhouse;

(x) Chapter 56, "Explosives and Fireworks." Possessing, manufacturing, storing, handling, selling, or using, explosives, fireworks, or other pyrotechnic special effects materials except the outdoor use of sparkling devices as defined by Penal Law section 270;

(xi) Section 307, "Open Burning, Recreational Fires and Portable Outdoor Fireplaces." Conducting open burning, not including recreational fires and portable outdoor fireplaces;

(xii) Section 308, "Open Flames." Removing paint with a torch, or using open flames, fire, and burning in connection with assembly areas or educational occupancies; and

(xiii) Section 319, "Mobile Food Preparation Vehicles." Operating a mobile food preparation vehicle in accordance with the permitting requirements which are established by local law, as now in effect or as hereafter amended from time to time.

(3) energy storage systems, where the system exceeds the values shown in Table 1206.1 of the FCNYS or exceeds the permitted aggregate ratings in section R327.5 of the RCNYS.

(4) buildings containing one or more assembly areas;

(5) outdoor events where the planned attendance exceeds 1,000 persons;

(6) facilities that store, handle or use hazardous production materials;

(7) parking garages as defined in section 33-12 of this local law;

(8) buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by Common Council of this City; and

(9) other processes or activities or for operating any type of building, structure, or facility as determined by resolution adopted by the Common Council of this City.

Any person who proposes to undertake any activity or to operate any type of building listed in this subdivision (a) shall be required to obtain an Operating Permit prior to commencing such activity or operation.

(b) Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Fire Marshal. Such application shall include such information as the Fire Marshal deems sufficient to permit a determination by the Fire Marshal that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Fire Marshal determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Fire Marshal, at the expense of the applicant.

(c) Inspections. The Fire Marshal or an Inspector authorized by the Fire Marshal shall inspect the subject premises prior to the issuance of an Operating Permit. Such inspections shall be performed either in-person or remotely. Remote inspections in lieu of in-person inspections may be performed when, at the discretion of the Fire Marshal or an Inspector authorized by the Fire Marshal, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Fire Marshal or Inspector authorized by the Fire Marshal that the premises conform with the applicable requirements of the Uniform Code and the code enforcement program. Should a remote inspection not afford the City sufficient information to make a determination, an in-person inspection shall be performed. After inspection, the premises shall be noted as satisfactory and the operating permit shall be issued, or the operating permit holder shall be notified as to the manner in which the premises fail to comply with either or both of the Uniform Code and the code enforcement program, including a citation to the specific provision or provisions that have not been met.

(d) Multiple Activities. In any circumstance in which more than one activity listed in subdivision (a) of this section is to be conducted at a location, the Fire Marshal may require a separate Operating Permit for each such activity, or the Fire Marshal may, in their discretion, issue a single Operating Permit to apply to all such activities.

(e) Duration of Operating Permits. Operating permits shall be issued for a specified period of time consistent with local conditions, but in no event to exceed as follows:

(1) One hundred eighty (180) days for tents, special event structures, and other membrane structures;

(2) Sixty (60) days for alternative activities at a sugarhouse;

(3) Three (3) years for the activities, structures, and operations determined per paragraph (9) of subdivision (a) of this section, and

(4) One (1) year for all other activities, structures, and operations identified in subdivision (a) of this section.

The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application to the Fire Marshal, payment of the applicable fee, and approval of such application by the Department of Code Enforcement.

(f) Revocation or suspension of Operating Permits. If the Fire Marshal determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.

(g) Fee. The fee specified in or determined in accordance with the provisions set forth in section 33-18 (Fees) of this local law must be paid at the time submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

Section 33-11. Fire Safety and Property Maintenance Inspections

(a) Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Department of Code Enforcement or the Fire Marshal or an Inspector designated by the Director of Code Enforcement or the Fire Marshal at the following intervals:

(1) at least once every twelve (12) months for buildings which contain an assembly area;

(2) at least once every twelve (12) months for public and private schools and colleges, including any buildings of such schools or colleges containing classrooms, dormitories, fraternities, sororities, laboratories, physical education, dining, or recreational facilities; and

(3) at least once every thirty-six (36) months for multiple dwellings and all nonresidential occupancies.

(b) Remote inspections. At the discretion of the Department of Code Enforcement, Fire Marshal or Inspector authorized to perform fire safety and property maintenance inspections, a remote inspection may be performed in lieu of in-person inspections when, in the opinion of the Department of Code Enforcement, Fire Marshal or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Department of Code Enforcement, Fire Marshal or such authorized Inspector that the premises conform with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference. Should a remote inspection not afford the Department of Code Enforcement, Fire Marshal or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.

(c) Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Department of Code Enforcement, Fire Marshal or an Inspector authorized to perform fire safety and property maintenance inspections at any time upon:

(1) the request of the owner of the property to be inspected or an authorized agent of such owner;

(2) receipt by the Department of Code Enforcement of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or

(3) receipt by the Department of Code Enforcement and Fire Marshal of any other information, reasonably believed by the Department of Code Enforcement and Fire Marshal to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist;

provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

(d) OFPC Inspections. Nothing in this section or in any other provision of this local law shall supersede, limit, or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator or other authorized entity under Executive Law section 156-e and Education Law section 807-b. Notwithstanding any other provision of this section to the contrary, the Department of Code Enforcement may accept an inspection performed by the Office of Fire Prevention and Control or other authorized entity pursuant to sections 807-a and 807-b of the Education Law and/or section 156-e of the Executive Law, in lieu of a fire safety and property maintenance inspection performed by the Department of Code Enforcement or by an Inspector, provided that:

(1) the Department of Code Enforcement or Fire Marshal is satisfied that the individual performing such inspection satisfies the requirements set forth in 19 NYCRR section 1203.2(e);

(2) the Department of Code Enforcement or Fire Marshal is satisfied that such inspection covers all elements required to be covered by a fire safety and property maintenance inspection;

(3) such inspections are performed no less frequently than once a year;

(4) a true and complete copy of the report of each such inspection is provided to the Department of Code Enforcement; and

(5) upon receipt of each such report, the Department of Code Enforcement takes the appropriate action prescribed by section 33-17 (Violations) of this local law.

(e) Fee. The fee specified in or determined in accordance with the provisions set forth in section 33-18 (Fees) of this local law must be paid prior to or at the time each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by OFPC.

Section 33-12. Condition Assessments of Parking Garages

(a) Definitions. For the purposes of this section:

(1) the term "condition assessment" means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;

(2) the term "deterioration" means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;

(3) the term "parking garage" means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:

(i) buildings in which the only level used for parking or storage of motor vehicles is on grade;

(ii) an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and

(iii) a townhouse unit with attached parking exclusively for such unit;

(4) the term "professional engineer" means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;

(5) the term "responsible professional engineer" means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term "responsible professional engineer" shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment;

(6) the term "unsafe condition" includes the conditions identified as "unsafe" in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and

(7) the term "unsafe structure" means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

(b) Condition Assessments – general requirements. The owner operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in subdivision (c) of this section, periodic condition assessments as described in subdivision (d) of this section, and such additional condition assessments as may be required under subdivision (e) of this section. Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared, and provided to the City, in

accordance with the requirements of subdivision (f) of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

(c) Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

(1) Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a certificate of occupancy or certificate of compliance being issued for the structure.

(2) Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:

(i) if originally constructed prior to January 1, 1984, then prior to October 1, 2019;

(ii) if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and

(iii) if originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.

(3) Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to June 30, 2023.

(d) Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed three (3) years.

(e) Additional Condition Assessments:

(1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (d) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.

(2) If the City becomes aware of any new or increased deterioration which, in the judgment of the City, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (d) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if

applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the City to be appropriate.

(f) Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the City within sixty (60) days. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

(1) an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;

(2) an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;

(3) an evaluation and description of the unsafe conditions;

(4) an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;

(5) an evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;

(6) an evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;

(7) the responsible professional engineer's recommendation regarding preventative maintenance;

(8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and

(9) the responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.

(g) Review Condition Assessment Reports. The City shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the City shall, by Order to Remedy or such other means

of enforcement as City may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (f). All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the City to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

(h) The City shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the City with a written statement attesting to the fact that he or she has been so engaged, the City shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The City shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.

(i) This section shall not limit or impair the right or the obligation of the City:

(1) to perform such construction inspections as are required by section 33-4 (Construction Inspections) of this local law;

(2) to perform such periodic fire safety and property maintenance inspections as are required by section 33-11 (Fire Safety and Property Maintenance Inspections) of this local law; and/or

(3) to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the City by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

ARTICLE IV COMPLAINTS

Section 33-13. Complaints

(a) The Department of Code Enforcement shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Residential Code, Existing Building Code, Fire Code, Property Maintenance Code, this local law, or any other local law, ordinance or regulation adopted for administration and enforcement of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Residential Code, Fire Code and/or Property Maintenance Code.

(b) The Fire Marshal may also review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Fire Code or the Property Maintenance Code, this local law, or any other local law, ordinance or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code.

(c) The process for responding to a complaint shall include such of the following steps as the Department of Code Enforcement or Fire Marshal may deem to be appropriate:

(1) The complaint shall be in writing and signed by the individual(s) making the complaint;

(2) performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;

(3) if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 33-17 (Violations) of this local law;

(4) if appropriate, issuing a Stop Work Order;

(5) if a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

ARTICLE V DATA, CRITERIA, RECORD KEEPING, PROGRAM REVIEW AND REPORTS

Section 33-14. Climatic and Geographic Design Criteria

(a) The Department of Code Enforcement shall determine the climatic and geographic design criteria for buildings and structures constructed within this City as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code. The criteria to be so determined shall include but shall not necessarily be limited to, the following:

(1) design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;

(2) heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and

(3) flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management Agency in the Flood Insurance Study for the community, as amended or revised with:

(i) the accompanying Flood Insurance Rate Map (FIRM);

(ii) Flood Boundary and Floodway Map (FBFM); and

(iii) related supporting data along with any revisions thereto.

(b) The Department of Code Enforcement shall prepare a written record of the climatic and geographic design criteria determined pursuant to subdivision (a) of this section, shall maintain such record within the office of the Department of Code Enforcement, and shall make such record readily available to the public.

Section 33-15. Record Keeping

(a) The Department of Code Enforcement, and, if appropriate, the Fire Marshal, shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:

(1) all applications received, reviewed and approved or denied;

(2) all plans, specifications and construction documents approved;

(3) all Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;

(4) all inspections and tests performed;

(5) all statements and reports issued;

(6) all complaints received;

(7) all investigations conducted;

(8) all condition assessment reports received;

(9) all fees charged and collected; and

(10)all other features and activities specified in or contemplated by sections 33-3 through 33-14, inclusive, of this local law.

(b) All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

Section 33-16. Program Review and Reporting

(a) The Department of Code Enforcement shall annually submit to the Common Council of this City a written report and summary of all business conducted by the Department of Code Enforcement, including a report and summary of all transactions and activities described in

section 33-15 (Record Keeping) of this local law and a report and summary of all appeals or litigation pending or concluded.

(b) The Department of Code Enforcement shall annually submit to the Secretary of State, on behalf of this City, on a form prescribed by the Secretary of State, a report of the activities of this City relative to administration and enforcement of the Uniform Code.

(c) The Department of Code Enforcement shall, upon request of the New York State Department of State, provide to the New York State Department of State, true and complete copies of the records and related materials this City is required to maintain; true and complete copies of such portion of such records and related materials as may be requested by the Department of State; and/or such excerpts, summaries, tabulations, statistics, and other information and accounts of its activities in connection with administration and enforcement of the Uniform Code and/or Energy Code as may be requested by the Department of State.

ARTICLE VI VIOLATIONS

Section 33-17. Violations

(a) Orders to Remedy. The Department of Code Enforcement or Fire Marshal's Office is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or Residential Code, or this local law. An Order to Remedy shall be in writing; shall be dated and signed by the Director of Code Enforcement or their designee or the Fire Marshal or their designee; shall specify the condition or activity that violates the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or Residential Code, or this local law; shall specify the provision or provisions of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and/or Residential Code, or this local law which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

"The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by [specify date], which is thirty (30) days after the date of this Order to Remedy."

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied; and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this local law or by any other applicable statute, regulation, rule, local law or ordinance, and which the Department of Code Enforcement or Fire Marshal's Office may deem appropriate, during the period while such violations are being remedied. The Department of Code Enforcement or Fire Marshal's Office shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or certified mail within five (5) days after the date of the

Order to Remedy. The Department of Code Enforcement or Fire Marshal's Office shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other person taking part or assisting in work being performed at the affected property personally or by certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

(b) Appearance Tickets. Code Enforcement Personnel, the Fire Marshall and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code. Appearance tickets shall be substantially in the form set forth in section 17-15(C) of this City's Code.

(c) Penalties. In addition to such other penalties as may be prescribed by State law:

(1) any Person who violates any provision of this local law or any term, condition, or provision of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Department of Code Enforcement or Fire Marshal's Office pursuant to any provision of this local law, shall be punishable by a fine of not more than $1,000 per day of violation; and

(2) any Person who violates any provision of the Uniform Code, the Energy Code or this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Department of Code Enforcement or Fire Marshal's Office pursuant to any provision of this local law, shall be liable to pay a civil penalty of not more than $1,000 for each day or part thereof during which such violation continues. The civil penalties provided by this paragraph shall be recoverable in an action instituted in the name of this City.

(d) Injunctive Relief. An action or proceeding may be instituted in the name of this City, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Department of Code Enforcement or the Fire Marshal's Office pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Residential Code, this local law, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Residential Code or this local law, an action or proceeding may be commenced in the name of this City, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Common Council of this City.

(e) Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 33-5 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 33-5 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

ARTICLE VII MISCELLANEOUS

Section 33-18. Fees

A fee schedule shall be established by resolution of the Common Council of this City. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Department of Code Enforcement or the Fire Marshal's Office described in or contemplated by this local law.

Section 33-19. Intermunicipal Agreements

The Common Council may, by resolution, authorize the Mayor of this City to enter into an agreement, in the name of this City, with other governments to carry out the terms of this local law, provided that such agreement does not violate any provision of the Uniform Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Residential Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law."

SECTION 4. PARTIAL INVALIDITY/SEVERABILITY

If any clause, sentence, paragraph, section, article or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operations to the clause, sentence, paragraph, section, article, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 5. EFFECTIVE DATE

This Local Law shall take effect immediately upon filing with the Secretary of State in accordance with section 27 of the Municipal Home Rule Law."

Councilor Szczerba _____
Councilor Laureti _____
Councilor Rossi _____
Councilor Kinville _____
Councilor Pagano _____
Councilor Simchik _____
MOTION CARRIED

3. 2023 WATER RATES, WATER SERVICE CHARGES AND SEWER RATES

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the 2023 City of Oneida Water Rates and Water Service Charges, attached hereto, are hereby approved, **and be it further**

RESOLVED, that the 2023 City of Oneida Sewer Rates be hereby approved.

- Base Rate: $10.69
- Rate per 100 Cubic Feet: $6.57

Ayes:
Nays:
MOTION CARRIED

4. AGREEMENTS-STOCKBRIDGE MAINTENANCE AND PROSPECT STREET MAINTENANCE

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize the Mayor to sign the 2023 Stockbridge Maintenance Agreement and the 2023 Prospect Street Maintenance Agreement.

Ayes:
Nays:
MOTION CARRIED

5. GRANT APPLICATION NYS DEPARTMENT OF AGRICULTUR & MARKETS – NYS 2023 URBAN FARMS AND COMMUNITY GARDENS GRANT PROGRAM

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

WHEREAS, the 2022-23 New York State Budget provided funding for the NYS 2023 Urban Farms and Community Gardens Grant Program and made the New York State Department of Agriculture & Markets responsible for implementing a program that will provide municipalities with support for development and expansion of community gardens, school gardens and urban farms; and

WHEREAS, a request for applications, known as Grant Opportunity AGM01-UFC23-2023 is available through the NYS Contract Reporter to assist in the development and enhancement of urban farms, school gardens and community gardens to create lasting positive impacts on local food resiliency; and

WHEREAS, the City of Oneida is interested in reimagining several former residential parcels located along Prospect Street (NYS 365A) to create a new community space of approximately 1.71 acres that will be available to all Oneida residents; and

WHEREAS, this combined site will be developed in accordance with FEMA approvals to create an appropriate safe organic habitat and waystation for various locally endangered species, including Monarch butterflies, bumble bees and other critical pollinators, and the preservation of wildlife and the environment; and

WHEREAS, the project will offer a much more attractive eastern entrance into the City as well as provide a beautiful natural environment for passive recreation that requires less maintenance, and presents more options for advancing the health and well-being of the public; and

WHEREAS, the proposed project will enable the City of Oneida to be more resilient both environmentally and economically through the implementation of the new space; now therefore, be it

RESOLVED, that the Mayor of the City of Oneida is hereby authorized to submit an application under the New York State 2023 Urban Farms and Community Gardens Grant Program, Grant Opportunity AGM01-UFC23-2023 for funding to assist in developing the new public garden space; and be it further

RESOLVED, that the Mayor is further authorized and directed to execute any contracts and/or agreements with New York State Department of Agriculture & Markets in connection with the grant application, and is authorized to request and expend funds received from New York State pursuant to said contracts and/or agreements.

Ayes:
Nays:
MOTION CARRIED

6. AGREEMENT-BEAVER REMOVAL AT MOUNT HOPE RESERVOIR

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize the Mayor to sign an agreement with Kraus Nuisance Control, 6224 Breed Road, Camillus, NY 13031 for the removal of beavers at Mount Hope Reservoir.

Ayes:
Nays:
MOTION CARRIED

7. AMUSEMENT DEVISE LICENSE APPLICATION-STANTON AUTOMATICS

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the 2023 Amusement Device License application from Stanton Automatics, 2150 Ellis Drive, Auburn, NY 13032 for machines at the following locations be hereby approved.

- Bec's Ivy Grill
- Denny's #7175
- Frog's
- Movie Plex
- Pepi's Pizza
- Pop A Top
- Price Chopper #213

Ayes:
Nays:
MOTION CARRIED

OFFICE OF THE CITY CLERK

LICENSE APPLICATION

TYPE:	AMUSEMENT DEVICE LICENSE
YEAR:	2023
FEES:	1-5 MACHINES $200 6 OR MORE $300
DUE:	January 1, 2023
	Late fee assessed after January 31 $50
	Late fee assessed after February 28 $100

RECEIVED
DEC 09 2022
City Clerk

BUSINESS NAME: Stanton Automatics

OWNER/APPLICANT: Matthew Hilimire

ADDRESS: 2150 Ellis Drive Auburn, NY 13021

PHONE NUMBER: 315 253 5573

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

LOCATION	TYPE OF MACHINE	NUMBER OF MACHINES
Bec's Ivy Grill	video, pool, dart	6
Denny's #7175	redemption	2
Frog's	pool, dart	3
Marie Plex	Video, redemption	4
Pepi's Pizza	Video, pool, redemption	7

APPLICANT SIGNATURE: _____ **DATE:** 12/6/22

FOR OFFICE USE ONLY

APPROVED BY THE COMMON COUNCIL

MAYOR **POLICE CHIEF**

LICENSE #: _____ **EXPIRES:** December 31, 2023

ONEIDA CITY CLERK

City Clerk-City of Oneida 109 N. Main St. Oneida, NY 13421 315-363-7378

OFFICE OF THE CITY CLERK

LICENSE APPLICATION

TYPE: AMUSEMENT DEVICE LICENSE

YEAR: 2023

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

DUE: January 1, 2023

Late fee assessed after January 31 $50

Late fee assessed after February 28 $100

RECEIVED
DEC 09 2022
City Clerk

BUSINESS NAME: Stanton Automatics

OWNER/APPLICANT: Matthew Hilimire

ADDRESS: 2150 Ellis Drive Auburn, NY 13021

PHONE NUMBER: 315 253 5573

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

LOCATION	TYPE OF MACHINE	NUMBER OF MACHINES
Pop-A-Top	Video, dart	2
Price Chopper #213	redemption	2

APPLICANT SIGNATURE: [signature] **DATE:** 12/6/22

FOR OFFICE USE ONLY

APPROVED BY THE COMMON COUNCIL

MAYOR **POLICE CHIEF**

LICENSE #: **EXPIRES:** December 31, 2023

ONEIDA CITY CLERK

City Clerk-City of Oneida 109 N. Main St. Oneida, NY 13421 315-363-7378

8. **PURCHASE OFFER-513 W. ELM STREET, ONEIDA (TAX MAP NO. 30.70-1-9)**

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the purchase offer for property located at 513 W. Elm Street, Oneida, NY known as Tax Map No. 30.70-1-9 be hereby received and placed on file.

Ayes:
Nays:
MOTION CARRIED

DECLARE PROPERTY TO BE EXCESS PROPERTY/ACCEPTANCE OF A PURCHASE OFFER AND AUTHORIZING THE MAYOR TO ENTER INTO A REHABILITATION AGREEMENT WITH BUYER AND APPROVING THE SALE OF CITY OWNED PROPERTY TO BUYER CONTINGENT UPON THE REHABILITATION AGREEMENT WITH REGARD TO PROPERTY LOCATED AT 513 W. ELM STREET, ONEIDA, NEW YORK

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

WHEREAS, it is the desire of the Common Council to declare the property located at 513 W. Elm Street, Oneida NY known as Tax Map No. 30.70-1-9 as "excess property" and therefore eligible for sale as rehabilitation; **and**

WHEREAS, a purchase offer for said property was received by the Common Council at the December 20, 2022, Common Council meeting from Randy Jones, 521 W. Elm Street, Oneida, NY 13421 in the amount of $15,000, **now therefore be it**

RESOLVED, that the City of Oneida does hereby declare property located at 513 W. Elm Street, Oneida, NY 13421, known as Tax Map No. 30.70-1-9 to be excess property, **and be it further**

RESOLVED, that the offer from Randy Jones, 521 W. Elm Street, Oneida, NY 13421 in the amount of $15,000 be hereby accepted for the parcel located at 513 W. Elm Street, Oneida NY known as Tax Map No. 30.70-1-9, **and be it further**

RESOLVED, that the Mayor of the City of Oneida is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Oneida Attorney, for real property located at 513 W. Elm Street, Oneida, New York, known as Tax Map No. 30.70-1-9 with Randy Jones, 521 W. Elm Street, Oneida, NY 13421 for the rehabilitation of said Property; **and be it further**

RESOLVED, by the Common Council that it approves and confirms the sale and conveyance of the real property located at 513 W. Elm Street, Oneida, New York, known as Tax Map No. 30.70-1-9,

in consideration of the performance of a Rehabilitation Agreement for said Property and for Fifteen Thousand Dollars ($15,000.00) plus filing fees and closing costs, said conveyance to occur following the contingencies hereinafter set forth; **and be it further**

RESOLVED, that this authorization is contingent upon the execution by the Buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Resolution; **and be it further**

RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the Housing Inspector for the City of Oneida Codes Department, stating that he has inspected the Property and that the Buyer has completed all necessary rehabilitation in the time period required by the agreement; **and be it further**

RESOLVED, that upon receipt of the written certification of the Housing Inspector, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; **and be it further**

RESOLVED, that this authorization is contingent upon the Buyer having completed this transaction by rendering payment in full to the city of Oneida within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale.

Ayes:
Nays:
MOTION CARRIED

REHABILITATION AND PURCHASE AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2022 by and between the CITY OF ONEIDA, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York and having its principal place of business at 109 North Main Street, Oneida, New York 13421, hereinafter referred to as "Seller" and/or party of the first part, and RANDY JONES, 521 West Elm Street, Oneida New York 13421, hereinafter referred to as "Buyer" and/or party of the second part, consists of the promises, recitals, covenants and agreements hereinafter set forth.

WHEREAS, the Seller holds a tax deed to premises known and designated as 513 West Elm Street in the City of Oneida, New York, Tax Map ID No. 30.70-1-9, hereinafter referred to as the "Premises," which consists of land and any buildings or improvements that a physical inspection of same would reveal; and

WHEREAS, the Buyer wishes to acquire a deed to the Premises from the Seller for the consideration hereinafter mentioned; and

WHEREAS, pursuant to authority given the Seller by the Common Council of the City of Oneida, New York, the Seller is conditionally authorized to convey the Premises to the Buyer, contingent upon the Buyer entering into this Agreement to rehabilitate the Premises and performing said Agreement according to its terms and upon the payment of any additional monetary consideration as may be called for herein.

NOW, THEREFORE, upon valuable consideration, and the Mutual promises and covenants herein contained, the parties do hereby agree as follows:

SECTION I
PERFORMANCE BY BUYER

The Buyer hereby agrees to rehabilitate the Premises by performing the work specified in Exhibit "A" attached hereto and made a part hereof, said requirements having been recommended by the City of Oneida Code Enforcement Department (hereinafter referred to as the "Department"), as a necessary condition of sale. Following execution of this Agreement, and subject to any conditions set forth herein, the Buyers, their agents, employees, contractors and/or assigns shall be entitled to enter onto the Premises to perform the rehabilitation only, which shall be completed on or before _____ (date) unless such time shall be extended by the City of Oneida Common Council upon written application to the City of Oneida Common Council by the Buyer. The Buyer shall demonstrate sufficient justification for the extension and the granting of the extension by the City of Oneida shall not be unreasonably withheld. The Buyer understands that payment of all owed taxes may be due and necessary to obtain said extension. The Buyer shall be responsible for the cost of all labor, materials, permits, insurance, removal and/or dumping fees and all necessary and related costs in performing said rehabilitation. Further, the Buyer shall pay the additional monetary consideration, if any, as set forth in the applicable Common Council resolution authorizing this Agreement and sale of the Premises, which are incorporated herein by reference, in this case to be

Fifteen Thousand Dollars and Zero Cents ($15,000.00), plus closing costs and filing fees.

SECTION II

CERTIFICATION BY CITY OF ONEIDA CODE ENFORCEMENT DEPARTMENT

Within ten (10) days after completion of the rehabilitation, the Buyer shall notify the Department that said work has been completed. Thereafter, the Buyer shall arrange a convenient time for the Department to inspect the Premises. If the Buyer has performed the rehabilitation to the satisfaction of the Department, the Department shall certify, in writing, to the City of Oneida Attorney that said rehabilitation has been completed. If the work is deficient in any respect, the Department shall notify Buyer of the exact nature of said deficiencies; however, the Buyer would continue to have the right to cure the deficiencies within the time period established for performance in Section I above. Should any dispute arise between the Buyer and Seller as to whether or not the rehabilitation has been satisfactorily performed, the parties agree to make their best effort to resolve any such dispute without resort to court intervention, and, if the dispute cannot be amicably resolved, then to submit the dispute to binding arbitration, the arbitrator to be picked by mutual consent of both parties and said arbitration to be conducted according to the procedures of the American Arbitration Association. Both sides shall equally divide the cost of the arbitrator and arbitration proceeding.

SECTION III
PERFORMANCE BY SELLER

Upon receipt of a certification pursuant to Section II above, the City of Oneida Attorney shall then prepare a Quit Claim Deed, Real Property Transfer Tax Report (TP-584) and Equalization and Assessment Report (RP-5217) for presentation to the Buyer. Once the documents have been prepared, the Seller will notify the Buyer or Buyer's attorney, in writing, whereupon the Buyer shall have a period of forty-five (45) days to review said documents and conclude the transfer at the offices of the Seller or at some other place as may be mutually agreed upon. At that time, the Buyer shall sign the required transfer documents and pay the balance of the purchase price, if any, together with the required fees for stamping and recording the deed along with any tax payments owed. Unless other arrangements are made in advance, the Seller shall assume the responsibility of stamping and recording the deed and making the tax payments, all of which shall be at Buyer's expense. An additional administrative fee of $20.00 shall be added to the actual cost of stamping and recording the deed. In instances where the rehabilitation cannot be completed within the time period set forth in Section I above, the City of Oneida may, in its sole discretion, instruct the City Attorney to convey a deed granting a "fee on limitation," so that if the remainder of the rehabilitation is not performed within a specified period of time following delivery of the deed, then the title will automatically revest in the Seller ("possibility of reverter") without any affirmative act necessary on the part of the Seller, or, in the alternative, may convey a deed granting a "fee on condition", reserving in the Seller a "right of reacquisition" upon failure of Buyer in completing the rehabilitation.

The Seller makes no representations, express or implied, with regard to the marketability, warrantability or insurability of the title. The Seller is willing to provide whatever documentation it has in its possession to the Buyer, if any, including but not limited to any deeds on file with the City, stub searches, Notices of Final Tax Redemption, and proof of compliance with the City Charter pertaining to tax foreclosure sales. Title shall be conveyed by a Quit Claim Deed. Should the Buyer wish to obtain any title searches, tax searches, bankruptcy searches, surveys, title insurance, or any other title inquiries, the Buyer is advised to do so in advance of entering into this Agreement or incurring any out-of-pocket expenses. If the Buyer chooses not to examine the title to the Premises, the Buyer does so at his own risk. In the event the title to the Premises should be defective, for any reason, the Buyer shall have no cause of action against the Seller under this Agreement. Seller does not guarantee the exact dimensions of the Premises' lot size. All references and/or representations by the City of Oneida Land Committee of said Premises' lot size are approximate and not exact. Further, the Buyer hereby expressly waives the right to assert a "failure of consideration" defense in any legal or equitable proceedings hereafter maintained by either party in connection with this Agreement.

SECTION IV
ADDITIONAL ALTERATIONS AND FORFEITURE ON FAILURE TO CLOSE

The Buyer shall only be obligated to perform the rehabilitation set forth herein. The Buyer may, upon the express written consent of the Seller, perform any additional work he may deem necessary and/or appropriate. The parties hereby acknowledge and agree that should the Buyer fail to perform the obligations herein within the time period established herein for completion, the authorizing approval of the Common Council shall become null and void, and any and all improvements and/or additions to the Premises shall inure to the benefit of the Seller. The Buyer hereby acknowledges that he shall have no claim or cause of action against the Seller for unjust enrichment, quantum merit, or any other theory of liability, whether legal or equitable, for any of the improvements made to the Premises.

SECTION V
ZONING, PERMITS AND LICENSES

The Buyer is purchasing the property subject to any and all applicable zoning regulations and shall be responsible for securing any necessary permits and/or licenses for the rehabilitation work to be performed, if applicable, at his own cost and expense.

SECTION VI
LIABILITY AND ASSUMPTION OF RISK

The parties acknowledge that the Buyer is not performing the work for the benefit of the Seller, but rather, is performing the work to benefit Buyer in anticipation that he will be obtaining a deed to the Premises upon completion thereof. Seller shall not be responsible, in any way, for supervising Buyer's performance of the work or the methods or manner in which said work is

conducted. Buyer shall comply with all laws, rules, ordinances, regulations or orders of all public authorities relating to the performance of the work. The Buyer acknowledges and agrees that he shall assume all risk or liability associated with entering onto the Premises and in performing any of the work specified herein. The Buyer hereby agrees that the Seller shall not be responsible for any claims or causes of action arising on said Premises, whether occurring within or without the performance of the work herein specified. The Buyer hereby releases the Seller from any and all liability, claims, causes of action, damages to persons or property or any other damages occurring on the Premises, whether foreseen or unforeseen, and shall defend, with competent counsel, and indemnify the Seller and hold Seller completely harmless from and for all costs, damages, losses and expenses, including but not limited to judgments and reasonable attorney's fees, resulting from claims arising on the Premises, whether such claims be in favor of himself, or in favor of a third person or persons, the Buyer's agents, employees, contractors and/or assigns.

SECTION VII
LIABILITY INSURANCE/WAIVER OF LIABILITY

The parties acknowledge and agree that the Seller does not have any policy or policies of insurance, liability or otherwise, on the Premises, and that no coverage will be afforded to the Buyer or any other persons present on the Premises. The Buyer shall not commence work under this Agreement or enter onto the Premises until he has obtained all insurance required under this section and until such insurance has been approved by the Seller. Should the Buyer enter or allow any person or persons onto the Premises without such insurance in effect, they shall be deemed trespassers illegally present on the Premises. The Buyer shall not allow any agent, employee, contractor or subcontractor to commence work on the Premises until all similar insurance required of him has been so obtained and approved. The insurance that will be required consists of the following, as may be applicable under the circumstances:

(a) Workers' compensation insurance for all of the Buyer's contractors or employees engaged in work at the site.

(b) Public liability and property damage insurance taken out and maintained for the duration of the contract by the Buyer to protect the Buyer and all of its approved agents, employees, contractors or subcontractors, from claims for damages for personal injury, accidental death and property. The amounts of such insurance shall be in the sum of Five Hundred Thousand Dollars ($500,000) for personal injury and Five Hundred Thousand Dollars ($500,000) for property damage, or, in the alternative, blanket coverage for Five Hundred Thousand Dollars ($500,000), and the Buyer shall insure that the City of Oneida is named as an additional insured on any such policy or policies.

The Buyer also hereby agrees to waive any and all claims against the Seller for any personal injuries that may occur on the Premises during the rehabilitation period and if the Seller is named in any type of litigation or negligence lawsuit arising out of any action of the Buyer or the Buyer's agents, employees, contractor or subcontractor during the rehabilitation period, the Buyer agrees to defend and indemnify the Seller from said lawsuit.

SECTION VIII
OCCUPANCY OF PREMISES

Until such time as the performance of the work herein specified is completed, a written certificate of completion issued by the Department, and the balance of the purchase price paid by the Buyer, if applicable, the Buyer shall only have a limited license to be on the Premises to perform the work required under this Agreement. The Buyer shall not have possession of the Premises, nor shall the Buyer put himself or any other person or persons in possession or occupancy of the Premises until each and every term and condition of this Agreement has been satisfactorily performed by the Buyer. If the work called for under this Agreement has not been completed within the time frame established for performance in Section I above, and upon twenty (20) days written notice from the Seller, the license to be on the Premises shall automatically cease and terminate and the Buyer shall have no right to be present thereon. The Buyer acknowledges that no legal action need be commenced by the Seller to "eject" or "oust" the Buyer from the Premises, as no landlord/tenant relationship exists.

SECTION IX
SIDEWALK PROVISION

If replacement of a sidewalk is required as part of the rehabilitation Agreement, Buyer shall not allow more than one week to transpire between breaking up/removing the old sidewalk and pouring the new sidewalk. If Buyer goes over this one-week timeframe, it shall be considered a breach of this Agreement and the City of Oneida has the right to declare said breach and to cancel said Agreement and market Premises to another Buyer.

SECTION X
CODES/TAX COMPLIANCE

Buyer agrees that to be eligible for purchasing a property from the City of Oneida, he must be current on all City of Oneida and Madison County taxes, School taxes, water and garbage fees and any other applicable taxes/charges on all properties currently owned by the Buyer or under the Buyer's control that fall within the City of Oneida. Likewise, Buyer agrees that to be eligible for purchasing a property from the City of Oneida, he must be in compliance with all City of Oneida Codes regulations on all properties currently owned by the Buyer or under the Buyer's control that fall within the City of Oneida. Failure to abide by these conditions shall be considered a breach of this Agreement and the City of Oneida has the right to declare said breach and to cancel said Agreement and market this property to another Buyer.

SECTION XI
REAL ESTATE TAXES / WATER RENTS

The property conveyed under this Agreement is being conveyed free and clear of any past due taxes/water rents owed to the City of Oneida and/or the Oneida City School District. Any County taxes levied thereafter by Madison County would be the Buyer's sole responsibility. The

Buyer is advised to contact Madison County, and, if the property is located outside of the Oneida City School District, the school district in which the subject property is located, to determine the status of any taxes due (or to become due) to those entities.

The Buyer hereby agrees that the applicable taxing districts shall have the ability to levy real property taxes, water rents and trash collection fees, as applicable, against the property from the date of the execution of this Agreement, despite the fact that the deed is not be conveyed until a later date. Once the Buyer completes his/her performance of the rehabilitation and is entitled to receive a deed to the Premises, the City of Oneida Attorney will present the Buyer with a statement of all taxes accruing from the date of the execution of this Agreement through the current tax billing cycles, all of which must be paid by the Buyer at the time of closing. Any questions pertaining to County or School district taxes (when the property is outside of the Oneida City School District) shall be addressed to the appropriate agency.

SECTION XII
BREACH AND/OR DEFAULT

Should the Buyer be in violation of any of the provisions of this Agreement, the Seller shall have the sole right, in its reasonable discretion, to terminate this Agreement upon twenty (20) days written notice to Buyer, subject to the Buyer's right to cure any such defaults within that period. In the event of such termination, the Buyer shall forfeit any and all bid deposits made, if any, to the Seller, and the Seller shall have all such other rights as reserved elsewhere in this Agreement.

SECTION XIII ADDITIONAL PROVISIONS

All of the terms and conditions contained in any authorizing resolutions and/or ordinances of the Common Council of the City of Oneida shall be and hereby are incorporated into this Agreement by reference as though more fully set forth herein. In the event that any provision of this Agreement shall contradict any provision contained in the aforementioned approvals, the provisions of the authorizing resolutions and/or ordinances shall govern.

SECTION XIV
RISK OF LOSS

If this Agreement involves the transfer of property having buildings and/or improvements thereon, the parties hereby acknowledge and agree that the provisions of the Uniform Vendor and Purchaser Risk Act (General Obligations Law §5-1311) shall not govern the risk of loss in the event the Premises are destroyed, and instead, the Buyer shall assume all hazards of damage to or destruction of any improvements now on the Premises or hereafter to be placed thereon.

SECTION XV

GOVERNING LAW

This instrument shall be interpreted and enforced according to the laws of the State of New York. Should any provision herein contained be invalid according to the laws of this State, or any other state, territory, jurisdiction, or locality, all such remaining provisions that are valid shall remain unaffected.

SECTION XVI
ENTIRE AGREEMENT

This Agreement, together with all of the extraneous documents incorporated herein by reference, constitutes the entire Agreement between the parties, and there are no other representations, warranties or conditions made a part of this Agreement.

SECTION XVII
WAIVER / MODIFICATION

Failure of either party to insist upon strict performance of any or all of the terms and conditions herein contained shall not constitute a waiver of same, nor shall it prevent either party from insisting upon strict performance of any term of this Agreement at a later date. Any provisions which are not immediately and strictly enforced will continue to be binding upon the parties nonetheless. Further, this Agreement cannot be unilaterally altered, amended, modified or changed by either party, and no such modifications will be binding upon the parties unless agreed to in writing and executed by both parties hereto with the same formality as this instrument.

SECTION XVIII
BINDING EFFECT

This Agreement shall be binding upon the parties hereto and any and all respective heirs, executors, administrators, successors and/or assigns, as the case may be.

IN WITNESS WHEREOF, the parties have hereto caused this Instrument to be executed on the day and date hereinafter set forth, which Agreement shall take effect on the later date thereof.

Buyer:

_____
Randy Jones

The City of Oneida, New York

Seller: By: _____
Hon. Helen B. Acker, Mayor

STATE OF NEW YORK)
COUNTY OF MADISON) ss.:

On the _____ day of _____2022, before me, the undersigned, a notary public in and for said state, personally appeared **Helen B. Acker, Mayor of the City of Oneida**, New York, 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 duly acknowledged to me that she executed the same in her capacity, and that by hersignature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

_____

Notary Public - Madison County, New York
My Commission Expires:

STATE OF NEW YORK)
COUNTY OF MADISON) ss.:

On the _____ day of _____, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Randy Jones** 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 he duly acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

_____

Notary Public - Madison County, New York
My Commission Expires:

EXHIBIT A

Detailed List of Rehabilitation Requirements Including Buyer Proposed Items

9. BUDGET TRANSFERS/AMENDMENTS

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

2022 Budget Adjustments

RESOLVED, to approve the following 2022 Budget Amendment/Transfers

	To	***From***
$ 50.00	003.9089.0800.000 Sewer Employee Benefits	003.9060.0805.0000 Sewer Health Insurance
$ 16,500.00	002.9089.0800.000 Water Employee Benefits	002.9060.0805.0000 Water Health Insurance

To re-allocate funds to cover annual contractual employee buyouts

$ 1,108.25	001.1420.0410.0000 Legal Litigation	001.9050.0803.0000 Unemployment
$ 450.00	001.1420.0419.0000 Legal Misc	001.9050.0803.0000 Unemployment
$ 736.25	001.1420.0411.0000 Legal Labor	001.9050.0803.0000 Unemployment

To re-allocate funds to cover legal costs through November 2022

Ayes:
Nays:
MOTION CARRIED

10. INTRODUCE A LOCAL LAW TO AMEND CHAPTER 129 OF THE ONEIDA CITY CODE-SCHEDULE PUBLIC HEARING

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

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

WHEREAS, the proposed Local Law is intended to amend Chapter 129 of the Oneida City Code so as to remove Section 129-6, titled "Subject matter list," in its entirety; and

WHEREAS, no other agency has the legal authority or jurisdiction to approve or directly undertake the enactment of a local law in the City of Oneida, such that there are no other involved agencies within the meaning of the New York State Environmental Quality Review Act (SEQRA) with respect to the proposed enactment of said Local Law, with the result that the Common Council shall act as lead agency in this matter; and

WHEREAS, the adoption of said Local Law is an unlisted action for purposes of environmental review under SEQRA and the Common Council has determined that a short environmental assessment form (EAF) shall be required in connection with this matter; and

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

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

NOW, THEREFORE, it is

RESOLVED AND DETERMINED, that there are no other involved agencies, that the Common Council shall act as lead agency and that the enactment of the proposed Local Law is an unlisted action for purposes of SEQRA review; and it is further

RESOLVED AND DETERMINED, that the Common Council has determined this action shall have no significant adverse impact on the environment; that, accordingly, an environmental impact statement (EIS) shall not be required; and that this resolution shall constitute a negative declaration under SEQR; and it is further

RESOLVED AND DETERMINED, that the Common Council shall conduct a public hearing as to the enactment of the proposed Local Law at the Oneida City Hall located at 109 North Main Street, Oneida, New York on January 3, 2023, at 6:30 p.m., or as soon thereafter as the matter can be heard, at which time all persons interested in the subject shall be heard; and it is further

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

Ayes:
Nays:
MOTION CARRIED

CITY OF ONEIDA

PROPOSED LOCAL LAW

A LOCAL LAW TO AMEND CHAPTER 129 OF THE ONEIDA CITY CODE

Be it enacted by the Common Council of the City of Oneida, that this local law amends Chapter 129 of the Oneida City Code, as follows:

SECTION 1. **AUTHORITY.**

This local law is enacted pursuant to the New York State Constitution and New York Municipal Home Rule Law §10.

SECTION 2.

So that Section 129-6 of the Oneida City Code, titled "Subject matter list," is hereby deleted in its entirety.

SECTION 3. **EFFECTIVE DATE.**

This Local Law shall be effective upon filing with the office of the Secretary of State.

ARTICLE I
Public Access to Records

§ 129-1. Purpose and scope.

A. The people's right to know the process of government decision-making and the documents and statistics leading to determinations can be thwarted by shrouding it with the cloak of secrecy or confidentiality.

B. This article provides information concerning the procedures by which records may be obtained from an agency defined by Subdivision 3 of § 86 of the Public Officers Law. No agency regulations shall be more restrictive than this article.

C. Agency personnel shall furnish to the public the information and records required by the Freedom of Information Law,[1] as well as records otherwise available by law.

D. Any conflicts among laws governing public access to records shall be construed in favor of the widest possible availability of public records.

§ 129-2. Designation of records access officers.

A. The Common Council of the city shall be responsible for ensuring compliance with the regulations herein and designates the City Clerk as the principal records access officer who shall have the duty of coordinating the city response to public requests for access to records. The designation of the City Clerk shall not be construed to prohibit the Attorney for the city ("Attorney"), who has in the past been authorized to make records or information available to the public, from continuing to do so.

B. The City Clerk is responsible for assuring that city personnel:

(1) Maintain an up-to-date subject matter list.

(2) Assist the requester in identifying requested records, if necessary.

(3) Upon locating the records, take one of the following actions:

(a) Make records available for inspection; or

(b) Deny access to the records in whole or in part and explain, in writing, the reasons therefor.

(4) Upon request for copies of records:

(a) Make a copy available upon payment or offer to pay established fees, if any; or

(b) Permit the requester to copy those records.

(5) Upon request, certify that a record is a true copy.

(6) Upon failure to locate records, certify that:

(a) The city is not the custodian for such records; or

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1. **Editor's Note: See Article 6 of the Public Officers Law.**

(b) The records of which the city is a custodian cannot be found after diligent search.

§ 129-3. Location.

The Common Council hereby designates the office of the City Clerk and the Attorney as the location where public records shall be available for public inspection and copying.

§ 129-4. Hours for public inspection.

The City Clerk and Attorney shall accept requests for public access to records and produce records during all hours during which the Clerk's office or Attorney's office is regularly open for business.

§ 129-5. Requests for records.

A. The City Clerk and Attorney may require that a request be made in writing or may make records available upon oral request.

B. The City Clerk and Attorney shall respond to any request reasonably describing the record or records sought within five business days of receipt of the request.

C. A request shall reasonably describe the record or records sought. Whenever possible a person requesting records should supply information regarding dates, file designations or other information that may help to describe the records sought.

D. If the City Clerk and Attorney do not provide or deny access to the records sought within five business days of receipt of a request, the City Clerk and Attorney shall furnish a written acknowledgment of receipt of the request and a statement of the approximate date when the request will be granted or denied. If access to records is neither granted nor denied within 10 business days after the date of acknowledgment of receipt of a request, the request may be construed as a denial of access that may be appealed.

§ 129-6. Subject matter list.

A. The City Clerk and Attorney shall maintain a reasonably detailed current list by subject matter of all records in his/her or their possession, whether or not records are available pursuant to Subdivision 2 of § 87 of the Public Officers Law.

B. The subject matter list shall be sufficiently detailed to permit identification of the category of the record sought.

C. The subject matter list shall be updated not less than twice per year. The most recent update shall appear on the first page of the subject matter list.

§ 129-7. Denial of access to records; appeals.

A. The Common Council shall hear appeals or shall designate a person or body to hear appeals regarding denial of access to records under the Freedom of Information Law.

11. APPROVE BIDS

RESOLUTION 22-

Moved by Councilor
Seconded by Councilor

RESOLVED, to approve the lowest bid meeting specifications to the apparent low bidders listed below as follows:

• Laboratory Services	Certified Environmental 7280 Caswell Street North Syracuse, NY 13212
• City Tree Removal and Trimming	Helmers Complete Tree Service 3849 Sconondoa Road Oneida, NY 13421
• Liquid Caustic Soda	JCI 100 Sunny Sol Blvd Calodina, NY 14423
• Liquid Iron Salts	Kemira Water Solution 4321 W. 6TH Street Lawrence, KS 66049
• Liquid Cationic Polymer	SNF Polydyne 1 Chemical Plant Road PO Box 279 Riceboro, GA 31323
• Liquid Zinc Orthophosphate • Liquid Polyphosphate	Slack Chemical 465 SO Clinton Street Carthage, NY 13619
• Liquid Chlorine • Sodium Hypochlorite	Slack Chemical 465 S. Clinton St. PO Box 30 Carthage, NY 13619

Ayes:
Nays:
MOTION CARRIED

LEE ANN WELLS
City Comptroller

JESSICA KAISER
Deputy City Comptroller

CITY OF ONEIDA
OFFICE OF THE COMPTROLLER

109 North Main Street
Oneida, New York 13421
Tel.:315-363-2022
Fax: 315-363-9558
Email:lwells@oneidacity.com

Laboratory Services Bid
Wednesday, December 14th, 2022, at 11:10AM

BIDDER	AMOUNT	SECURITY
Certified Environmental **7280 Caswell St** **North Syracuse NY 13212**	**32,486.00**	**OC**
Adirondack Environmental **314 Pearl Street** **Albany NY 12207**	**40,880.00**	**OC**
ALS Group USA **1565 Jefferson Rd** **Rochester NY 14623**	**41,506.00**	**BB**

Apparent low bidder: Certified Environmental

Respectfully Submitted,

Lee Ann Wells
Comptroller/Purchasing Agent

LEE ANN WELLS
City Comptroller

JESSICA KAISER
Deputy City Comptroller

CITY OF ONEIDA
OFFICE OF THE COMPTROLLER

109 North Main Street
Oneida, New York 13421
Tel.:315-363-2022
Fax: 315-363-9558
Email:lwells@oneidacity.com

City Tree Removal and Trimming Bid
Wednesday December 14th, 2022, at 11:35AM

BIDDER	AMOUNT	SECURITY
Walker Tree Care **PO Box 306** **Chittenango NY 13037**	**97,565.00**	**BB**
Helmers Complete Tree Service **3849 Sconondoa Rd.** **Oneida NY 13421**	**84,775.00**	**OC**

Apparent low bidder: Helmers Complete Tree Service

Respectfully Submitted,

Lee Ann Wells
Comptroller/Purchasing Agent

LEE ANN WELLS
City Comptroller

JESSICA KAISER
Deputy City Comptroller

CITY OF ONEIDA
OFFICE OF THE COMPTROLLER

109 North Main Street
Oneida, New York 13421
Tel.:315-363-2022
Fax: 315-363-9558
Email:lwells@oneidacity.com

Liquid Caustic Soda
Wednesday, December 14th, 2022, at 11:15AM

BIDDER	AMOUNT	SECURITY
Slack Chemical **PO Box 30** **465 S Clinton Street** **Carthage NY 13619**	**44,817.60**	**OC**
JCI **100 Sunny Sol Blvd** **Calodonia NY 14423**	**33,000.00**	**BB**

Apparent low bidder: JCI

Respectfully Submitted,

Lee Ann Wells
Comptroller/Purchasing Agent

LEE ANN WELLS
City Comptroller

JESSICA KAISER
Deputy City Comptroller

CITY OF ONEIDA
OFFICE OF THE COMPTROLLER

109 North Main Street
Oneida, New York 13421
Tel.:315-363-2022
Fax: 315-363-9558
Email:lwells@oneidacity.com

Liquid Iron Salts Bid
Wednesday December 14th, 2022, at 11:00AM

BIDDER	AMOUNT	SECURITY
Kemira Water Solutions **4321 W. 6th St.** **Lawrence KS 66049**	**137,000.00**	**BB**

Apparent low bidder: **Kemira Water Solution**

Respectfully Submitted,

Lee Ann Wells
Comptroller/Purchasing Agent

LEE ANN WELLS
City Comptroller

JESSICA KAISER
Deputy City Comptroller

CITY OF ONEIDA
OFFICE OF THE COMPTROLLER

109 North Main Street
Oneida, New York 13421
Tel.:315-363-2022
Fax: 315-363-9558
Email:lwells@oneidacity.com

Liquid Cationic Polymer Bid
Wednesday, Dec 14th, 2022, at 11:05AM

BIDDER	AMOUNT	SECURITY
SNF Polydyne **1 Chemical Plant Rd** **PO Box 279** **Riceboro, GA 31323**	**73,600.00**	**Bid Bond**

Apparent low bidder: SNF Polydyne

Respectfully Submitted,

Lee Ann Wells
Comptroller/Purchasing Agent

LEE ANN WELLS
City Comptroller

JESSICA KAISER
Deputy City Comptroller

CITY OF ONEIDA
OFFICE OF THE COMPTROLLER

109 North Main Street
Oneida, New York 13421
Tel.:315-363-2022
Fax: 315-363-9558
Email:lwells@oneidacity.com

Liquid Zinc Orthophosphate and Liquid Polyphosphate Bid

Wednesday, December 14th, 2022, at 11:25AM

BIDDER	AMOUNT	SECURITY
Slack Chemical **465 SO Clinton Street** **Carthage NY 13619**	**74,460.00**	**OC**
Shannon Chemical Corporation **602 Jeffers Circle** **Exton, PA 19341**	**99,189.00**	**BB**
Coyne Chemical Corporation **3015 State Rd** **Croydon PA 19021**	**104,976.15**	**BB**

Apparent low bidder: **Slack Chemical**

Respectfully Submitted,

Lee Ann Wells
Comptroller/Purchasing Agent

LEE ANN WELLS
City Comptroller

JESSICA KAISER
Deputy City Comptroller

CITY OF ONEIDA
OFFICE OF THE COMPTROLLER

109 North Main Street
Oneida, New York 13421
Tel.:315-363-2022
Fax: 315-363-9558
Email:lwells@oneidacity.com

Liquid Chlorine and Sodium Hypochlorite
Wednesday, December 14th, 2022, at 11:20AM

BIDDER	AMOUNT	SECURITY
Slack Chemical **PO Box 30** **465 S Clinton Street** **Carthage NY 13619**	**74,750.08**	**OC**
Amrex Chemical **117 E. Fredrick Street** **PO Box 642** **Binghamton NY 13902**	**25,915.00** **Incomplete**	**OC**

Apparent low bidder: Slack Chemical

Respectfully Submitted,

Lee Ann Wells
Comptroller/Purchasing Agent

NEW BUSINESS:

Motion to adjourn by Councilor
Seconded by Councilor

Ayes:
Nays:
MOTION CARRIED

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

CITY OF ONEIDA

_____
Sandra LaPera, City Clerk