



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

AGENDA

Date:	September 5, 2023	Presiding:	Michelle Kinville, Deputy Mayor
Time:	6:30 p.m.	Clerk:	Sandy LaPera, City Clerk
Location:	Common Council Chambers	Meeting Type:	Regular <input checked="" type="checkbox"/> Special <input type="checkbox"/>

Call to Order/Pledge of Allegiance/Roll Call

PUBLIC COMMENT: Limited to 3 minutes

OLD BUSINESS:

Approval of the Minutes: August 15, 2023

Approval of Warrant: 17

Item	Title	Facilitator
1.	BOARD REAPPOINTMENT: approve the Mayor's reappointment of Patricia Thorpe to the Board of Assessment Review for a 5-year term	LAPERA
2.	AGREEMENT: authorize the Deputy Mayor to sign an Agreement with the NYS Unified Court System, Sixth Judicial District, for cleaning services for the interior of the City of Oneida Justice Center, as well as minor and emergency repairs, and preventive building and property maintenance for said facility	ROWE
3.	CELLULAR PHONE POLICY: receive and place on file the Employees Acknowledgement and Understanding of the Cellular Telephone Administrative Policy from James Ackerman, Codes Enforcement Officer, and further approve the Cellular Telephone Request Form from said employee	WELLS
4.	BUDGET TRANSFERS/AMENDMENTS: approve Budget transfers and amendments as outlined by the Comptroller	WELLS
5.	LEASE AGREEMENT: authorize the Purchasing Agent to proceed with a Lease Agreement with Enterprise Fleet Management for a 2023 Chevrolet Silverado 1500 for the Codes Department	WELLS/ BURNETT

Item	Title	Facilitator
6.	AGREEMENT: authorize the Deputy Mayor to sign an Agreement with Robin Bienkowski, an event organizer, to co-sponsor a Homecoming Parade on September 16, 2023	LAPERA
7.	AGREEMENT: authorize the Deputy Mayor to sign an agreement with Logan Chesebro of "One Man The Band" for providing entertainment at Fall Fest for \$300.	GRIFF
8.	SCHEDULE PUBLIC HEARING: receive and place on file the report of Unsafe Structures from the City's Fire Marshal and schedule a Public Hearing pursuant to Oneida City Code, Chapter 34, Article III, Unsafe Buildings and Collapsed Structures, on property located at 136 Madison Street for Tuesday, September 19, 2023, in Common Council Chambers, 109 N. Main St., Oneida	JONES
9.	AGREEMENT: authorize the Deputy Mayor to sign an agreement with Drain Masters, LLC for the acceptance of high strength organic waste at the Wastewater Treatment Plant	ROWE

NEW BUSINESS

**MINUTES OF THE COMMON COUNCIL
REGULAR MEETING
SEPTEMBER 5, 2023**

A meeting of the Common Council of the City of Oneida, NY was held on the fifth day of September 2023 at 6:30 pm at the City of Oneida Common Council Chambers, 109 N. Main Street, Oneida NY 13421.

The meeting was called to order by Deputy Mayor Michelle Kinville

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

Also Present

City Attorney Nadine Bell	<input type="checkbox"/>	Fire Chief Scott Jones	<input type="checkbox"/>
City Clerk Sandy LaPera	<input type="checkbox"/>	Police Chief Steve Lowell	<input type="checkbox"/>
City Engineer Jeff Rowe	<input type="checkbox"/>	Public Safety Com. Kevin Salerno	<input type="checkbox"/>
Codes Director Bob Burnett	<input type="checkbox"/>	Other _____	<input type="checkbox"/>
Comptroller Lee Ann Wells	<input type="checkbox"/>	Other _____	<input type="checkbox"/>

Call to Order/Pledge of Allegiance/Roll Call

PUBLIC COMMENT:

OLD BUSINESS:

APPROVAL OF MINUTES

Moved by Councilor
Seconded by Councilor

RESOLVED, that the minutes of the regular meeting of August 15, 2023, are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED

APPROVAL OF WARRANT

Moved by Councilor

Seconded by Councilor

RESOLVED, that Warrant No. 17, checks and ACH payments in the amount of \$479,236.92 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	17
DATE:	September 5, 2023

FUND		PAYMENT NUMBER (S)	AMOUNT
Capital		4821-4823	\$ 37,317.83
Library Fund	025		
Fund	027		
ARPA Fund	030		
Current Funds		72613-72695	\$ 437,537.84
ACH			\$ 4,381.25

WARRANT #1 TOTAL	\$ 479,236.92
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Oneida, NY

Expense Approval Report By Fund

Payment Dates 8/21/2023 - 9/5/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
LOWE'S HOME IMPROVEMEN...	72660	09/05/2023	building supplies	001.1620.0300.0000	132.09
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	Streamlight Flashlight	001.3120.0317.0000	94.98
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	Streamlight Battery	001.3120.0317.0000	28.00
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	Streamlight Flashlight	001.3120.0317.0000	104.02
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	Safariland Level 3 Duty Holster	001.3120.0317.0000	149.60
ONEIDA OFFICE SUPPLY	72669	09/05/2023	building supplies	001.1620.0300.0000	192.95
CARMEN NEWTOWN	72628	09/05/2023	CDL TRAINING FOR DUSTIN S...	001.5110.0300.0000	425.00
BROWN CARBONIC	72624	09/05/2023	dry Ice	001.4068.0300.0000	18.00
BROWN CARBONIC	72624	09/05/2023	dry ice	001.4068.0300.0000	18.00
UNITED AUTO SALES	72686	09/05/2023	parts	001.5132.0300.0000	102.47
UNITED AUTO SALES	72686	09/05/2023	Running Police Auto Supplies	001.1640.0403.0001	26.68
UNITED AUTO SALES	72686	09/05/2023	parts	001.5132.0300.0000	8.18
UNITED AUTO SALES	72686	09/05/2023	parts	001.5132.0300.0000	5.92
MARCY HYDRAULICS	72661	09/05/2023	hydraulic parts	001.5132.0300.0000	308.05
MARCY HYDRAULICS	72661	09/05/2023	hydraulic parts	001.5132.0300.0000	390.66
LINSTAR, INC.	DFT0003992	09/05/2023	SMITH ID CARD	001.1989.0400.0000	12.80
ATLAS FENCE	72616	09/05/2023	TEMP FENCE 140 MADISON ST	001.3650.0400.0000	300.00
INTERSTATE BATTERY SYSTEM ..	72652	09/05/2023	292 batteries	001.3410.0411.0000	410.85
BUJELL FUEL LLC	72626	09/05/2023	DIESEL	001.1640.0402.0000	1,683.69
CHARTER COMMUNICATIONS	72630	09/05/2023	INTERNET & PHONE	001.1680.0403.0000	729.80
TOTAL SOLUTIONS	72684	09/05/2023	WEBCAM FOR CLERK'S OFFICE	001.1680.0403.0000	83.99
FASTENAL CO. INC.	72642	09/05/2023	parts and supplies	001.5132.0300.0000	220.52
FASTENAL CO. INC.	72642	09/05/2023	parts and supplies	001.5132.0300.0000	438.00
AIR TIME INFLATABLE	72614	09/05/2023	INFLATABLE FOR ALLEN PARK	001.7140.0300.0000	225.00
HUMMELS OFFICE EQUIPMEN...	72651	09/05/2023	building supplies	001.1620.0300.0000	635.00
HUMMELS OFFICE EQUIPMEN...	72651	09/05/2023	building supplies	001.1620.0300.0000	295.00
HUMMELS OFFICE EQUIPMEN...	72651	09/05/2023	building supplies	001.1620.0300.0000	295.00
CANON FIANCIAL SERVICES	DFT0003988	09/05/2023	COPIER LEASE	001.1620.0406.0000	684.00
DAVIS MECHANICAL SERV INC	72638	09/05/2023	REC CENTER BOILER - MAINT...	001.7140.0409.0000	317.50
DAVIS MECHANICAL SERV INC	72638	09/05/2023	EMERGENCY REPAIR TO BOIL...	001.7140.0409.0000	570.59
PRI MANAGEMENT GROUP	72671	09/05/2023	S. Stannard	001.3120.0413.0000	119.25
PRI MANAGEMENT GROUP	72671	09/05/2023	E. Iles	001.3120.0413.0000	159.00
PRI MANAGEMENT GROUP	72671	09/05/2023	T. Iles	001.3120.0413.0000	103.35
SILVER CITY TIRE INC	72678	09/05/2023	tires and labor	001.5132.0300.0000	1,075.04
GALLS INCORPORATED	72646	09/05/2023	Station boots Wasickl	001.3410.0317.0000	214.95
FRANKLIN SPORTS	72645	09/05/2023	PICKLEBALL NETS	001.7140.0200.0000	385.40
NADINE BELL, ESQ	72666	09/05/2023	LEGAL SERVICES	001.1420.0410.0000	2,656.50
NADINE BELL, ESQ	72666	09/05/2023	LEGAL SERVICES	001.1420.0400.0000	4,000.00
NADINE BELL, ESQ	72666	09/05/2023	LEGAL SERVICES	001.1420.0403.0000	1,300.00
RELIABLE PRODUCTS	72673	09/05/2023	BUILDING SUPPLIES	001.1620.0300.0000	144.00
LEWIS UNIFORM CO., LLC	72659	09/05/2023	UNIFORM	001.3120.0317.0000	253.35
LEWIS UNIFORM CO., LLC	72659	09/05/2023	New Hire Initial Uniform	001.3120.0317.0000	1,200.00
MATRIX COMMUNICATIONS	72662	09/05/2023	desk phone for Jay Ackerman	001.8664.0401.0000	156.98
CAMFIL USA, INC	72627	09/05/2023	filters	001.7521.0404.0000	336.38
BSN SPORTS, INC	72625	09/05/2023	SPORTS EQUIPMENT	001.7140.0300.0000	726.86
HAUN WELDING SUPPLY INC	72648	09/05/2023	welding supplies	001.5132.0300.0000	86.78
CANON FIANCIAL SERVICES	DFT0003988	09/05/2023	COPIER LEASE	001.1620.0406.0000	499.60
QUILL CORPORATION	72672	09/05/2023	COPY PAPER	001.1660.0300.0000	34.47
QUILL CORPORATION	72672	09/05/2023	COPY PAPER	001.1660.0300.0000	1,560.80
QUILL CORPORATION	72672	09/05/2023	OFFICE SUPPLIES	001.1660.0300.0000	353.13
ZOLL MEDICAL CORP	72693	09/05/2023	auto-pulse batteries	001.3410.0201.0000	935.00
FISCAL ADVISORS &	72644	09/05/2023	ANNUAL SEC RULE	001.1315.0404.0000	2,594.00
INTERSTATE BATTERY SYSTEM ..	72652	09/05/2023	batteries	001.5132.0303.0000	61.50

Expense Approval Report

Payment Dates: 8/21/2023 - 9/5/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
CINTAS CORP	72632	09/05/2023	uniform contract	001.5132.0403.0000	253.12
CINTAS CORP	72632	09/05/2023	uniform contract	001.5132.0403.0000	253.12
CINTAS CORP	72632	09/05/2023	uniform contract	001.5132.0403.0000	253.12
CINTAS CORP	72632	09/05/2023	uniform contract	001.5132.0403.0000	253.12
DANICE M VALERIO	72636	09/05/2023	july uni oftrt	001.3410.0317.0000	864.43
DANICE M VALERIO	72636	09/05/2023	july unl oftrt	001.3410.0408.0000	15.57
SLACK CHEMICAL CO	72679	09/05/2023	CHEMICALS FOR CHAPMAN P...	001.7140.0307.2025	1,214.84
SLACK CHEMICAL CO	72679	09/05/2023	CHEMICALS FOR CHAPMAN P...	001.7140.0307.2025	645.19
WILCOX PAPER CO	72692	09/05/2023	building supplies	001.1620.0300.0000	493.70
CITY OF SHERRILL	72633	09/05/2023	KENWOOD LIGHT	001.1620.0403.0001	235.92
NYE AUTOMOTIVE GROUP INC.	72668	09/05/2023	Running Auto Repairs	001.1640.0403.0001	361.73
NEW YORK MARRIOTT MARQ...	DFT0003993	09/05/2023	PARKING AT CONFERENCE	001.3120.0413.0000	210.00
COOPER ELECTRIC	72635	09/05/2023	LIGHT BULBS	001.3410.0405.0000	28.89
COOPER ELECTRIC	72635	09/05/2023	building supplies	001.1620.0300.0000	258.60
COOPER ELECTRIC	72635	09/05/2023	ELECTRICAL SUPPLIES	001.1620.0300.0000	55.04
COOPER ELECTRIC	72635	09/05/2023	building supplies	001.1620.0300.0000	58.16
BUELL FUEL LLC	72626	09/05/2023	GASOLINE	001.1640.0401.0000	7,993.96
BUELL FUEL LLC	72626	09/05/2023	DIESEL	001.1640.0402.0000	2,065.90
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	parts	001.5132.0300.0000	249.99
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	parts	001.5132.0300.0000	30.49
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	BLANKET PO	001.7140.0409.0000	5.33
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	Running Police Auto Supplies	001.1640.0403.0001	22.93
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	parts	001.5132.0300.0000	28.52
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	parts	001.5132.0300.0000	23.86
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	parts	001.5132.0300.0000	71.21
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	parts	001.5132.0300.0000	58.02
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	parts	001.5132.0300.0000	30.42
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	CREDIT 547221 (\$38.99)	001.5132.0300.0000	9.41
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	BLANKET PO	001.7140.0409.0000	5.33
TYLER WITCHLEY	72685	09/05/2023	MEALS	001.3120.0416.0000	24.00
DANIEL SLATOR	72637	09/05/2023	MEALS	001.3120.0416.0000	120.00
NATIONAL GRID	72667	09/05/2023	ELECTRIC	001.1620.0401.0000	4,342.47
JOSHUA HOOD	72654	09/05/2023	MEALS	001.3120.0416.0000	24.00
RENTALS TO GO	72674	09/05/2023	PORT-A-JOHNS FOR THE PARK...	001.7140.0403.0000	185.00
RENTALS TO GO	72674	09/05/2023	PORT-A-JOHNS FOR THE PARK...	001.7140.0403.0000	185.00
BR JOHNSON INC	72623	09/05/2023	LOCKS FOR DPW DOOR	001.5110.0300.0000	395.64
SANDRA LAPERA	72676	09/05/2023	BUSINESS CARDS	001.1410.0300.0000	48.99
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	Station boots- Kaz Burbidge	001.3410.0317.0000	379.93
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	UNIFORM ITEM	001.3410.0317.0000	48.00
NEW YORK MARRIOTT MARQ...	DFT0003993	09/05/2023	3 Nights - Przybyla & Kowalski	001.3120.0413.0000	684.00
WAL-MART, INC.	72690	09/05/2023	SUPPLIES FOR FIRE ACADEMY	001.3410.0408.0000	90.64
LOWE'S HOME IMPROVEMEN...	72660	09/05/2023	SUPPLIES	001.7140.0300.0000	94.82
LOWE'S HOME IMPROVEMEN...	72660	09/05/2023	leaf blower	001.3310.0200.0000	30.80
LOWE'S HOME IMPROVEMEN...	72660	09/05/2023	Toilet	001.3120.0300.0000	200.63
WAL-MART, INC.	72690	09/05/2023	BLANKET PO	001.7140.0300.0000	63.05
VERIZON	72687	09/05/2023	AUG 16 - SEPT 15	001.1680.0403.0000	220.80
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	Sullivan-Brooks	001.3410.0317.0000	139.95
KG SEPTIC & SEWER	72656	09/05/2023	PORT A JOHNS FOR EVENT AT...	001.7140.0403.0000	375.00
LOWE'S HOME IMPROVEMEN...	72660	09/05/2023	misc as needed	001.3410.0405.0000	27.30
Smolinski's Refrigeration	72680	09/05/2023	SERVICE ON ICE MACHINE AT ...	001.7521.0404.0000	100.00
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	Smith and Wesson Handcuffs	001.3120.0317.0000	52.33
LOWE'S HOME IMPROVEMEN...	72660	09/05/2023	BLANKET PO	001.7140.0300.0000	60.58
VERN HOWE	72689	09/05/2023	UMPIRE	001.7140.0403.2022	135.00
DEBRUCQUE GREENHOUSES, ...	72639	09/05/2023	FIX BROKEN FLOWER POTS	001.8020.0400.0000	300.00
AT & T MOBILITY	72615	09/05/2023	WIRELESS	001.1680.0403.0000	1,137.42
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	Crew Cut Socks	001.3120.0317.0000	85.98
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	Under Armour Leggings	001.3120.0317.0000	95.00
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	Underarmour Mens Balaclava	001.3120.0317.0000	25.54
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	No Show Socks	001.3120.0317.0000	48.00
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	UNIFORM ITEMS	001.3410.0317.0000	35.00

Expense Approval Report

Payment Dates: 8/21/2023 - 9/5/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
SCOTT CARROLL	72677	09/05/2023	SCORE KEEPER	001.7140.0403.2022	60.00
BLOCKS & ROCKS	72620	09/05/2023	CONCRETE MIX	001.7140.0421.0000	97.50
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	parts	001.5132.0300.0000	183.97
DIGITAL CHECK CORP	DFT0003989	09/05/2023	CLEANING CARDS FOR THE CH...	001.1660.0300.0000	38.35
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	LABEL MAKER	001.1660.0300.0000	64.73
AMAZON WEB SERVICES, LLC.	DFT0003986	09/05/2023	Ano-sneakers	001.3410.0317.0000	139.95
RYAN HATCH	72675	09/05/2023	REFUND	001.0017.2031.0000	130.00
LOWE'S HOME IMPROVEMEN...	72660	09/05/2023	BLANKET PO	001.7140.0300.0000	98.72
ARCHITECT SALES STORE	DFT0003987	09/05/2023	UNIFORM ITEMS	001.8664.0414.0000	109.46
SNAP ON TOOLS	72681	09/05/2023	tool allowance Bill Clark	001.5132.0322.0000	498.25
EXXON	DFT0003991	09/05/2023	GAS	001.3120.0416.0000	68.08
SNAP ON TOOLS	72681	09/05/2023	tool allowance Bill Clark	001.5132.0322.0000	501.75
CHEM-AQUA, INC.	72631	09/05/2023	water treatment for MB	001.1620.0403.0001	461.61
BOUND TREE MEDICAL, LLC.	72622	09/05/2023	medical supplies	001.3410.0300.0000	253.31
BOUND TREE MEDICAL, LLC.	72622	09/05/2023	medical supplies	001.3410.0300.0000	10.10
INTERSTATE BATTERY SYSTEM ..	72652	09/05/2023	batteries	001.5132.0303.0000	233.90
STATE INDUSTRIAL PRODUCTS...	72682	09/05/2023	CLEANING SUPPLIES	001.7140.0300.0000	55.87
LAWSON PRODUCTS, INC	72658	09/05/2023	supplies	001.5132.0303.0000	180.07
HOWLAND PUMP AND SUPPLY..	72650	09/05/2023	BLANKET PO	001.7140.0409.0000	28.01
ONEIDA OFFICE SUPPLY	72669	09/05/2023	BUILDINGS SUPPLIES	001.1620.0300.0000	72.00
GRAINGER INC	72647	09/05/2023	BLANKET PO	001.7140.0409.0000	67.42
ONEIDA OFFICE SUPPLY	72669	09/05/2023	OFFICE SUPPLIES	001.1660.0300.0000	29.00
ONEIDA OFFICE SUPPLY	72669	09/05/2023	OFFICE SUPPLIES	001.8664.0401.0000	39.99
GRAINGER INC	72647	09/05/2023	BLANKET PO	001.7140.0409.0000	17.66
VERIZON WIRELESS	72688	09/05/2023	MODEMS	001.3120.0410.0000	76.08
KIME HARDWARE	72657	09/05/2023	QUARTERLY SUPPLIES	001.1620.0300.0000	21.67
KIME HARDWARE	72657	09/05/2023	QUARTERLY SUPPLIES	001.1620.0300.0000	10.49
WHITE FARM SUPPLY INC	72691	09/05/2023	CREDIT AC74927 (\$122.72)	001.5132.0300.0000	90.47
WHITE FARM SUPPLY INC	72691	09/05/2023	BLANKET PO	001.7140.0409.0000	49.57
WHITE FARM SUPPLY INC	72691	09/05/2023	BLANKET PO	001.7140.0409.0000	50.78
WHITE FARM SUPPLY INC	72691	09/05/2023	BLANKET PO	001.7140.0409.0000	11.69
WHITE FARM SUPPLY INC	72691	09/05/2023	supplies	001.1620.0300.0000	53.98
BME	72621	09/05/2023	COPIER CONTRACT	001.1620.0406.0000	213.85
BME	72621	09/05/2023	COPIER CONTRACT	001.3120.0403.0000	1.92
BME	72621	09/05/2023	COPIER CONTRACT	001.3410.0403.0000	35.70
CLINTON TRACTOR & IMPLEM...	72634	09/05/2023	tractor parts	001.5132.0300.0000	592.58
AXON ENTERPRISES LLC	72617	09/05/2023	Barres Taser Course	001.3120.0413.0000	495.00
AXON ENTERPRISES LLC	72617	09/05/2023	Masca Taser Course	001.3120.0413.0000	495.00
POWER & CONSTRUCTION G...	72670	09/05/2023	Install streetlight arma nd fuse...	001.3310.0200.0000	3,969.52
MITCHELL DRYER JR	72664	09/05/2023	SEPTEMBER 2023	001.3410.0401.0000	2,975.52
HUMANA INS CO OF NY	72695	09/05/2023	SEPT 2023	001.9060.0805.0000	23,127.72
EXCELLUS BLUECROSS BLUESH...	72694	09/05/2023	SEPT 2023	001.9060.0805.0000	214,507.47
MITCHELL DRYER JR	72664	09/05/2023	SEPTEMBER 2023	001.9060.0805.0000	-137.48
Fund 001 - GENERAL FUND Total:					303,748.70

Fund: 002 - WATER

Ferguson Enterprises	72643	09/05/2023	POLLARDWATER	002.8300.0324.0000	95.00
Ferguson Enterprises	72643	09/05/2023	POLLARDWATER	002.8300.0416.0000	304.25
Ferguson Enterprises	72643	09/05/2023	POLLARDWATER	002.8300.0416.0000	194.25
VERIZON	72687	09/05/2023	Verizon	002.8300.0403.0000	27.36
SYRACUSE TIME & ALARM CO ...	72683	09/05/2023	SYRACUSE TIME & ALARM CO...	002.8300.0300.0000	77.64
BENEFACOR FUNDING CORP	72619	09/05/2023	Running PO- Carried over from...	002.8300.0415.0000	64.80
BENEFACOR FUNDING CORP	72619	09/05/2023	Life Science	002.8300.0415.0000	111.24
BENEFACOR FUNDING CORP	72619	09/05/2023	Running PO- Carried over from...	002.8300.0415.0000	22.68
MOHAWK VALLEY WATER AU...	72665	09/05/2023	Mohawk Valley Water Auth	002.8300.0415.0000	1,690.00
SLACK CHEMICAL CO	72679	09/05/2023	LIQUID CHLORINE AND BLEACH	002.8300.0308.0000	7,970.62
SLACK CHEMICAL CO	72679	09/05/2023	ORTHO	002.8300.0311.0000	37,668.00
SLACK CHEMICAL CO	72679	09/05/2023	LIQUID CHLORINE AND BLEACH	002.8300.0308.0000	890.01
SLACK CHEMICAL CO	72679	09/05/2023	LIQUID CHLORINE AND BLEACH	002.8300.0308.0000	3,488.12
COOPER ELECTRIC	72635	09/05/2023	RUNNING PO	002.8300.0319.0000	58.44
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	MGM Auto Parts- Central Gar...	002.8300.0302.0000	24.95

Expense Approval Report

Payment Dates: 8/21/2023 - 9/5/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	72687	09/05/2023	AUG 16 - SEPT 15	002.8300.0402.0000	98.54
AT & T MOBILITY	72615	09/05/2023	WIRELESS	002.8300.0403.0000	191.15
VERIZON	DFT0003994	09/05/2023	TABERG FIOS	002.8300.0401.0000	75.99
LOWE'S HOME IMPROVEMEN...	72660	09/05/2023	RUNNING PO	002.8300.0319.0000	49.08
JCI JONES CHEMICAL INC	72653	09/05/2023	JCI JONES	002.8300.0309.0000	12,717.10
Environmental Systems Resea...	72641	09/05/2023	SUBSCRIPTION	002.8300.0403.0000	51.23
GRAINGER INC	72647	09/05/2023	BATTERIES	002.8300.0300.0000	31.60
GRAINGER INC	72647	09/05/2023	MARKING PAINT	002.8300.0319.0000	156.24
HOLLAND CO. INC.	72649	09/05/2023	LIQUID ALUM	002.8300.0310.0000	5,900.80
EXCELLUS BLUECROSS BLUESH...	72694	09/05/2023	SEPT 2023	002.9060.0805.0000	18,971.70
HUMANA INS CO OF NY	72695	09/05/2023	SEPT 2023	002.9060.0805.0000	2,477.97

Fund 002 - WATER Total: 93,408.76

Fund: 003 - SEWER

BARTON & LOGUIDICE,DPC	72618	09/05/2023	CBS Spill Preention Report	003.8110.0400.0001	3,300.00
BARTON & LOGUIDICE,DPC	72618	09/05/2023	Engineering Services for WWT...	003.8110.0400.0001	1,158.00
BARTON & LOGUIDICE,DPC	72618	09/05/2023	Inflow and infiltration Study - ...	003.8110.0400.0000	1,815.26
BARTON & LOGUIDICE,DPC	72618	09/05/2023	Inflow and Infiltration Study - ...	003.8110.0400.0002	3,464.74
EASTERN CROWN INC	72640	09/05/2023	SUPERCHLOR	003.8110.0446.0000	653.00
ADIRONDACK ENVIRONMENT...	72613	09/05/2023	SPEDES PERMIT SAMPLING	003.8110.0415.0000	683.40
CITY OF SHERRILL	72633	09/05/2023	KENWOOD AVE	003.8110.0435.0000	101.24
CITY OF SHERRILL	72633	09/05/2023	SKINNER RD	003.8110.0435.0000	16.16
COOPER ELECTRIC	72635	09/05/2023	building electrical supplies	003.8110.0405.0000	31.84
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	PARTS	003.8110.0300.0000	5.33
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	PARTS	003.8110.0411.0000	9.12
MGM PARTS DISTRIBUTORS, I...	72663	09/05/2023	PARTS	003.8110.0300.0000	31.54
CERTIFIED ENVIRONMENTAL S...	72629	09/05/2023	lab servlces	003.8110.0415.0000	3,284.00
NATIONAL GRID	72667	09/05/2023	ELECTRIC	003.8110.0401.0000	27.09
EBAY.COM	DFT0003990	09/05/2023	LIGHTING SYSTEM	003.8110.0200.0000	323.99
LOWE'S HOME IMPROVEMEN...	72660	09/05/2023	supplies	003.8110.0300.0000	294.51
VERIZON	72687	09/05/2023	AUG 16 - SEPT 15	003.8110.0400.0000	180.68
AT & T MOBILITY	72615	09/05/2023	WIRELESS	003.8110.0400.0000	74.38
KEMIRA WATER SOLUTIONS, I...	72655	09/05/2023	IRON SALTS	003.8110.0329.0000	6,273.74
GRAINGER INC	72647	09/05/2023	EXIT LIGHTS	003.8110.0200.0000	470.24
GRAINGER INC	72647	09/05/2023	supplies and equipment for re...	003.8110.0200.0000	206.67
GRAINGER INC	72647	09/05/2023	supplies and equipment for re...	003.8110.0200.0000	200.40
KIME HARDWARE	72657	09/05/2023	SUPPLIES	003.8110.0300.0000	38.65
KIME HARDWARE	72657	09/05/2023	SUPPLIES	003.8110.0300.0000	64.92
KIME HARDWARE	72657	09/05/2023	SUPPLIES	003.8110.0300.0000	22.47
EXCELLUS BLUECROSS BLUESH...	72694	09/05/2023	SEPT 2023	003.9060.0805.0000	21,479.60
HUMANA INS CO OF NY	72695	09/05/2023	SEPT 2023	003.9060.0805.0000	550.66

Fund 003 - SEWER Total: 44,761.63

Fund: 005 - CAPITAL

BARTON & LOGUIDICE,DPC	4822	09/05/2023	BARTON & LOGUIDICE DPC	005.8300.0401.0022	1,051.50
ALLIANCE ASPHALT LLC	4821	09/05/2023	hot mlx	005.8110.0401.0019	17,318.68
ALLIANCE ASPHALT LLC	4821	09/05/2023	hot mlx	005.8110.0401.0019	647.65
SUIT-KOTE CORP	4823	09/05/2023	2023 CHPS PAVING PROGRAM	005.5110.0402.0023	18,300.00

Fund 005 - CAPITAL Total: 37,317.83

Grand Total: 479,236.92

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	303,748.70
002 - WATER	93,408.76
003 - SEWER	44,761.63
005 - CAPITAL	37,317.83
Grand Total:	479,236.92

Account Summary

Account Number	Account Name	Payment Amount
001.0017.2031.0000	REC CENTER REVENUE	130.00
001.1315.0404.0000	FISCAL BONDING FEES	2,594.00
001.1410.0300.0000	MAT SUPPLIES	48.99
001.1420.0400.0000	MOU -\$3668.75	4,000.00
001.1420.0403.0000	STAFF SERVICES	1,300.00
001.1420.0410.0000	LAW LITIGATION	2,656.50
001.1620.0300.0000	MAT SUPPLIES	2,717.68
001.1620.0401.0000	ELECTRIC AND GAS	4,342.47
001.1620.0403.0001	CONTRACTS MB/FD	697.53
001.1620.0406.0000	COPIER CONTRACTS	1,397.45
001.1640.0401.0000	CENTRAL GASOLINE	7,993.96
001.1640.0402.0000	CENTRAL DIESEL	3,749.59
001.1640.0403.0001	CENTRAL VEHICLE -POLI...	411.34
001.1660.0300.0000	Central Office Supplies	2,080.48
001.1680.0403.0000	CONTRACTS	2,172.01
001.1989.0400.0000	PRINTING	12.80
001.3120.0300.0000	MAT SUPPLIES	200.63
001.3120.0317.0000	CLOTHING	2,136.80
001.3120.0403.0000	CONTRACTS	1.92
001.3120.0410.0000	RADIO MAINTENANCE &...	76.08
001.3120.0413.0000	TRAINING	2,265.60
001.3120.0416.0000	TRAVEL-MEALS	236.08
001.3310.0200.0000	EQUIPMENT	4,000.32
001.3410.0201.0000	EMS EQUIPMENT	935.00
001.3410.0300.0000	MEDICAL SUPPLIES	263.41
001.3410.0317.0000	CLOTHING	1,822.21
001.3410.0401.0000	207A	2,975.52
001.3410.0403.0000	CONTRACTS	35.70
001.3410.0405.0000	BUILDING MAINTENANC...	56.19
001.3410.0408.0000	NEW HIRE EXPENSE	106.21
001.3410.0411.0000	Vehicle Maint & upgrades	410.85
001.3650.0400.0000	DEMOLITION	300.00
001.4068.0300.0000	MAT SUPPLIES	36.00
001.5110.0300.0000	MAT SUPPLIES	820.64
001.5132.0300.0000	DPW MAINTENANCE- RE...	4,004.56
001.5132.0303.0000	GENERAL MATERIALS	475.47
001.5132.0322.0000	TOOLS	1,000.00
001.5132.0403.0000	CONTRACTS	1,012.48
001.7140.0200.0000	EQUIPMENT	385.40
001.7140.0300.0000	MAT SUPPLIES	1,324.90
001.7140.0307.2025	Pool Chemicals	1,860.03
001.7140.0403.0000	CONTRACTS	745.00
001.7140.0403.2022	CONTRACTS.ADULT SOF...	195.00
001.7140.0409.0000	EQUIP REPAIR & MAINT.	1,123.88
001.7140.0421.0000	PARK BEAUTIFICATION	97.50
001.7521.0404.0000	KALLET BUILDING REPAI...	436.38
001.8020.0400.0000	OTHER EXPENSE	300.00
001.8664.0401.0000	MATERIALS AND SUPPLI...	196.97
001.8664.0414.0000	CLOTHING ALLOWANCE	109.46

Account Summary

Account Number	Account Name	Payment Amount
001.9060.0805.0000	HEALTH INSURANCE	237,497.71
002.8300.0300.0000	MAT SUPPLIES	109.24
002.8300.0302.0000	EQUIPMENT MAINTENA...	24.95
002.8300.0308.0000	CHLORINE	12,348.75
002.8300.0309.0000	CAUSTIC SODA	12,717.10
002.8300.0310.0000	LIQUID ALUM	5,900.80
002.8300.0311.0000	PHOSPHATES	37,668.00
002.8300.0319.0000	GENERAL MAINTENANCE	263.76
002.8300.0324.0000	METERS & PARTS	95.00
002.8300.0401.0000	UTILITIES	75.99
002.8300.0402.0000	TELEPHONE	98.54
002.8300.0403.0000	CONTRACTS	269.74
002.8300.0415.0000	LAB TESTING	1,888.72
002.8300.0416.0000	TRAVEL-MEALS	498.50
002.9060.0805.0000	HEALTH INSURANCE	21,449.67
003.8110.0200.0000	EQUIPMENT	1,201.30
003.8110.0300.0000	MAT SUPPLIES	457.42
003.8110.0329.0000	LIQUID IRON SALTS	6,273.74
003.8110.0400.0000	CONTRACTUAL SERVICES	2,070.32
003.8110.0400.0001	OTHER EXPENSE-PROFES...	4,458.00
003.8110.0400.0002	OTHER EXPENSE-SEWER...	3,464.74
003.8110.0401.0000	UTILITIES	27.09
003.8110.0405.0000	BUILDING MAINTENANC...	31.84
003.8110.0411.0000	VEHICLE MAINTENANCE	9.12
003.8110.0415.0000	LAB TESTING	3,967.40
003.8110.0435.0000	PAYMENTS OTHER CO...	117.40
003.8110.0446.0000	RECLAIM WATER PS	653.00
003.9060.0805.0000	HEALTH INSURANCE	22,030.26
005.5110.0402.0023	2023 Annual Paving CHI...	18,300.00
005.8110.0401.0019	2019 WWTP EXPANSION	17,966.33
005.8300.0401.0022	2022 Lake Street Pump S...	1,051.50
	Grand Total:	479,236.92

Project Account Summary

Project Account Key	Payment Amount
None	461,270.59
005811004010019	17,966.33
	Grand Total:
	479,236.92

1. BOARD REAPPOINTMENT-BOARD OF ASSESSMENT REVIEW

RESOLUTION 23-

Moved by Councilor

Seconded by Councilor

RESOLVED, to approve the Mayor's reappointment of Patricia Thorpe, 432 Washington Ave., Onelda, NY 13421 to the Board of Assessment Review for a 5-year term.

Ayes:

Nays:

MOTION CARRIED

2. AGREEMENT FOR COURT CLEANING SERVICES AT THE JUSTICE CENTER

RESOLUTION 23-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the Deputy Mayor to sign the agreement by and between the New York State Unified Court System, Sixth Judicial District, The Kilmer Building, 31 Lewis Street, Fifth Floor, Binghamton, NY 13901 and the City of Oneida for cleaning services for the interior of the City of Oneida Justice Center, as well as minor and emergency repairs, and preventative building and property maintenance for said facility.

Ayes:

Nays:

MOTION CARRIED

3. CELLULAR TELEPHONE ADMINISTRATIVE POLICY

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Employee Acknowledgement of Receipt and Understanding of the Cellular Telephone Administrative Policy from Codes Enforcement Officer, James Ackerman, be hereby received and placed on file.

RESOLVED, that the Telephone Request Form from James Ackerman, pursuant to the City of Oneida Cellular Telephone Policy adopted June 15, 2010, Resolution 10-153 and reaffirmed on May 17, 2016, be hereby approved.

Ayes:

Nays:

MOTION CARRIED

Attachment D

Attach to Voucher along with Copy of Invoice

**CITY OF ONEIDA
DEPARTMENT AUTHORIZATION
FOR MONTHLY BUSINESS USE OF EMPLOYEE'S
PERSONAL SMART PHONE**

Employee Name: James Ackerman

Department: Codes

Employee's Personal Smart Phone Number: 315-436-7457

Base Monthly Plan Amount: \$ _____ (Attach copy of Bill)

Reimbursement Amount Requested \$ 50.00

Payroll account to be charged _____

Employee Signed by James Ackerman Date: 7/24/23

Department Head [Signature] Phone No. _____

As Department Head, I verify that the employee listed above is required, due to legitimate business need, to maintain a smart phone to conduct official City of Oneida business. I hereby authorize the employee listed above to use his/her personal smart phone for conducting official City of Oneida business. The Department will pay the employee a smart phone requirement allowance for using his/her personal smart phone in accordance with the City of Oneida's "Cellular Telephone Use Policy".

Common Council Approval:

Date: _____

***Please attach a copy of the first page of your cell phone bill to this form, (to document that you have a cell phone and your monthly plan cost), and submit it to Comptroller's Office. The approval and this form need to be done annually.

Both the employee and the Department should retain a copy.

Bill details



DORIS ACKERMAN

\$61.38



315.264.2731

 \$16.95 discount



JESSICA ACKERMAN

\$50.92



315.281.6332

 \$10 discount



JAY ACKERMAN

\$57.37



315.436.7457

 \$14 discount



NATE CAREY

\$137.33



315.744.8101

 \$10 discount



JODIE ACKERMAN

\$77.20



315.761.8926

 \$19.73 discount

Read bill & payment info, news & offers

Bill total

\$281.20

Attachment A

**CITY OF ONEIDA
EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT AND
UNDERSTANDING OF CELLULAR TELEPHONE
ADMINISTRATIVE POLICY**

By signing below, I acknowledge that I have received a copy of the City of Oneida Administrative Policy and Procedure regarding Cellular Telephones. I also acknowledge that I have had the opportunity to read the policy and have any questions answered, and that I understand the provisions contained in the policy.

Signed by: Jenna Rehm Date: 07/24/23

Witnessed by Jessica Kousin Date: 07/24/23

Place original in employee's official personnel file.

Note: This request form is to be signed prior to issuance of Cellular telephone

4. BUDGET TRANSFERS/AMENDMENTS

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

	<u>To</u>	<u>From</u>
2023 Budget Adjustments		
\$ 41,105.00	001.0001.0889.0000 General Fund Vehicle Reserve	001.0022.2665.0000 General Fund Sale of Equipment

To allocate proceeds of sale of vehicles/equipment at auction to the vehicle reserves

\$ 5,000.00	001.1420.0411.0000 Legal Labor Services	001.0001.0912.0000 General Fund Balance
\$ 1,500.00	001.1420.0412.0000 Legal Acquisition of Real Property	001.0001.0912.0000 General Fund Balance

To allocate funds for legal services

\$ 41,000.00	002.8300.0200.0000 Water-Equipment	002.0002.0912.0000 Water Fund Balance
--------------	---------------------------------------	--

To allocate funds for the purchase of a skid steer with tracks for the Water Dept.

Ayes:

Nays:

MOTION CARRIED



Clinton Tractor & Implement Co.

The Calidonna Family

QUOTE

Date: 8/31/2023
31 Meadow St
PO BOX 262
Clinton NY 13323
315-853-6151
www.clintontractor.net
**quote valid for 30 days*

Customer: Name: City of Oneida
Address:

Phone: toherien@oneidacityny.gov
Email: mbuss@oneidacity.com

Equipment Quote: State Contract

Pricing:

Item 1: New Holland: C345 Track Skid Steer- 90 Engine HP, Cab w/ heat
and A/C, High Flow Hydraulics, 84" Bucket, 17.7" Wide Tracks \$ 123,234.00

State Contract Discount	28%	\$ (34,505.52)
New Holland Freight		\$ 1,869.00
Setup		\$ 650.00
Subtotal		\$ 91,247.48

Trade 1: New Holland L234 Skid Steer Loader \$ (50,000.00)

Subtotal	\$ 41,247.48
Sales Tax	\$ -
Total	\$ 41,247.48

Notes:

Quote Prepared By:

Chris Sharrow
Cell: 315-271-7056
email: csharrow@clintontractor.net

5. LEASE AGREEMENT-ENTERPRISE FLEET MANAGEMENT-CODES

RESOLUTION 23-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the Purchasing Agent to proceed with a Lease through Enterprise Fleet Management for a 2023 Chevrolet Silverado 1500 for the Codes Department.

Ayes:

Nays:

MOTION CARRIED

Prepared For: City of Onelda
Wells, Lee Ann

Date 08/25/2023
AE/AM NMM/FEA

Unit #
Year 2023 Make Chevrolet Model Silverado 1500
Series Custom 4x4 Double Cab 6.6 ft. box 147.4 in. WB
Vehicle Order Type In-Stock Term 60 State NY Customer# 589393

\$ 48,354.00 Capitalized Price of Vehicle¹
\$ 0.00 * Sales Tax 8.0000% State NY
\$ 103.00 * Initial License Fee
\$ 0.00 * Registration Fee
\$ 350.00 Other: (See Page 2)
\$ 0.00 Capitalized Price Reduction
\$ 0.00 Tax on Capitalized Price Reduction
\$ 0.00 Gain Applied From Prior Unit
\$ 0.00 * Tax on Gain On Prior
\$ 0.00 * Security Deposit
\$ 0.00 * Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 48,704.00 Total Capitalized Amount (Delivered Price)
\$ 779.26 Depreciation Reserve @ 1.6000%
\$ 249.96 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 1,029.22 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management
\$ 0.00 Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 8.0000%

State NY

\$ 1,029.22 Total Monthly Rental Including Additional Services

\$ 1,948.40 Reduced Book Value at 60 Months

\$ 395.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Customer to Update
Exterior Color (0 P) Summit White
Interior Color (0 I) Jet Black w/Cloth Seat Trim
Lic. Plate Type Government
GVWR 0

Comp/Coll Deductible 0 / 0
OverMileage Charge \$ 0.00 Per Mile
Tires 0 Loaner Vehicle Not Included

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Onelda

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Dealer Delivery Cost	C	\$ 350.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 350.00
Other Charges Total		\$ 350.00

VEHICLE INFORMATION:

2023 Chevrolet Silverado 1500 Custom 4x4 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CK10753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$44,601.9	\$46,900.00
Total Options	\$54.50	\$-950.00
Destination Charge	\$1,895.00	\$1,895.00
Total Price	\$46,551.40	\$47,845.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
Interior: H0U-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1CX	Preferred Equipment Group 1CX	NC	NC
1SZ	2.7L Turbo Engine Credit	\$-1,410.00	\$-1,500.00
A2X	10-Way Power Driver Seat w/Lumbar	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
ACCESS	Chevrolet Connected Access Capable	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
B30	Color-Keyed Carpeting Floor Covering	Included	Included
B32	Front Rubberized Vinyl Floor Mats	Included	Included
B33	Rear Rubberized-Vinyl Floor Mats	Included	Included
BLUE	Bluetooth For Phone	Included	Included
BTV	Remote Vehicle Starter System	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
C5W	GVWR: 7,000 lbs (3,175 kg)	STD	STD
COMP	Compass	Included	Included
CTT	Hitch Guidance	Included	Included
DLR	Dealer Stock	\$627.30	\$-370.00
GAZ_01	(0 P) Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H0U_01	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
JL1	Integrated Trailer Brake Controller	\$250.25	\$275.00
K34	Electronic Cruise Control	Included	Included
KC9	120-Volt Bed Mounted Power Outlet	Included	Included
KI4	120-Volt Instrument Panel Power Outlet	Included	Included
L3B	Engine: 2.7L Turbo High-Output	STD	STD
MQE	Transmission: 8-Speed Automatic	STD	STD
N33	Manual Tilt Wheel Steering Column	Included	Included
NP0	Single-Speed Transfer Case	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
NZP	Wheels: 20" x 9" Bright Silver Painted Aluminum	STD	STD
PAINT	Solid Paint	STD	STD
PCX	Custom Convenience Package	Included	Included
PDB	Dark Essentials Package (LPO)	\$632.45	\$695.00
PDX	Custom Value Package	Included	Included
PED	Chevy Safety Assist	Included	Included
PPW	Wireless Phone Projection	Included	Included
QAB	Tires: 275/60R20 AS BW	STD	STD
QK1	Standard Tailgate	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
R7N	Not Equipped w/Steering Column Lock	\$-45.50	\$-50.00
RFO	Not Equipped w/Rear USB Ports	NA	NA
RIK	Black Name Plates (LPO)	Included	Included
SB7	Black Tailgate CHEVROLET Lettering (LPO)	Included	Included
SFZ	Front Black Bowtie Emblem (LPO)	Included	Included
STDTM	Cloth Seat Trim	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U2K	SiriusXM Radio	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar & Chevrolet Connected Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UF2	LED Cargo Area Lighting	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UTJ	Theft Deterrent System (Unauthorized Entry)	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z60	High Capacity Suspension Package	STD	STD
Z82	Trailer Package	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: remote start - keyfob
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: OnStar 4G LTE internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key In Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm

Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: rubber front and rear floor mats

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

6. 2023 HOMECOMING DAY PARADE

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize the Deputy Mayor to sign an agreement with Robin Bienkowski, an event organizer, to co-sponsor a Homecoming Parade on September 16, 2023.

Ayes:

Nays:

MOTION CARRIED

2023 HOMECOMING DAY PARADE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, between the City of Oneida, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at City Hall, 109 North Main Street, Oneida, New York, 13412 and Robin Bienkowski, of _____ ("Event Organizer"); and

WHEREAS, the Event Organizer has contacted the City of Oneida and expressed interest in hosting and organizing a homecoming parade ("Homecoming Parade") as a special event to celebrate, promote and foster community pride; and

WHEREAS, the City of Oneida Common Council has found that use of the streets and other public places in the City from time to time, for purposes of festivals, art shows, neighborhood celebrations, parades, and other public events, serves to improve the quality of life of the residents of the City; and

WHEREAS, as part of its on-going effort to promote culture, the performing arts, and community pride, the City of Oneida Common Council is desirous of having a Homecoming Parade; and

WHEREAS, because it is anticipated that the Event Organizer will incur expenses in connection with conducting the Homecoming Parade, the City of Oneida does desire to co-sponsor such Parade; and

WHEREAS, the Homecoming Parade is scheduled for September 16, 2023, at 10 a.m.

IT IS HEREBY AGREED, that the City of Oneida shall co-sponsor the 2023 Homecoming Parade with the Event Organizer whereby the Event Organizer shall host and organize the Parade, and the City of Oneida shall provide support services and liability coverage for the Parade.

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

City of Oneida

By: _____
Michelle Kinville, Deputy Mayor

By: _____
Robin Bienkowski, Event Organizer

ACKNOWLEDGMENTS

STATE OF NEW YORK)
)SS:
COUNTY OF MADISON)

On the ____ day of _____, in the year 2023, before me, the undersigned, **Robin Bienkowski**, Event Organizer, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to be within said instrument and she acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

Notary Public

STATE OF NEW YORK)
)SS:
COUNTY OF MADISON)

On the ____ day of _____, in the year 2023, before me, the undersigned, **Michelle Kinville**, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the within instrument, who, being by me duly sworn did depose and say that she is the Mayor of the City of Oneida described in and which executed the foregoing instrument; that she knows the seal of said municipal corporation; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that she affixed it thereto and attested the same over her signature by virtue of the authority in her vested and pursuant to a resolution of the City Council of the City of Oneida.

Notary Public

7. AGREEMENT-LOGAN CHESEBRO-ONE MAN THE BAND-FALL FEST

RESOLUTION 23-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the Deputy Mayor to sign an agreement with Logan Chesebro of One Man The Band to provide entertainment at Fall Fest on September 30, 2023, for \$300.

Ayes:

Nays:

MOTION CARRIED

CONTRACT FOR SERVICES

This Agreement made the 10th day of August, 2023, between the City of Oneida, a municipal corporation, 109 N. Main Street, Oneida, New York, (herein-After referred to as the "City") and, Logan Chesebro, of One Man The Band New York, (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the City has agreed to pay the Contractor the sum of \$300.00 for performing the services described below, and

WHEREAS, the parties have agreed that said services shall be provided on the date specified below and payment by the City shall be made unless inclement weather or some other unavoidable circumstance causes the cancellation of the Contractor's performance and both parties agree to make a reasonable effort to reschedule such performance in the event of a cancellation.

NOW, THEREFORE, in consideration of the mutual agreement set forth herein, and other good and valuable considerations, the parties do agree and covenant as follows:

1. The Contractor will provide the following described service on the 30th day of September 2023, between the hours of 11 A.M. and 1P.M.:
Performance concert at The Oneida Fall Fest 2023, Oncida NY 13421

2. The City will pay the Contractor the sum of \$300.00 for the services described above unless such performance is canceled due to inclement weather or other unavoidable circumstance which is beyond the control of either party.

CITY OF ONEIDA

Dated: _____

By: _____

CONTRACTOR

Dated: _____

By: _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
Ss:
COUNTY OF MADISON)

On the ____ day of _____, 2023, before me came _____ to me know, who, being by me duly sworn, did depose and say that he resides in _____, New York; that he/she is an employee and agent of the City of Oneida, the municipal corporation described in the foregoing instrument, and that he/she is the individual whose name is subscribed to within the instrument and he/she acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, and executed the same.

Notary Public

STATE OF NEW YORK)
Ss:
COUNTY OF MADISON)

On the ____ day of _____, 2023 before me the subscriber, personally appeared _____, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he/she acknowledged to me that he/she executed the same.

Notary Public

I certify that the services agreed upon pursuant to this contract were satisfactorily performed by the Contractor on _____, 2023.

Date

Departmental Approval

8. **SCHEDULE PUBLIC HEARING PER ONEIDA CITY CODE CHAPTER 34, ARTICLE III,
UNSAFE BULDINGS AND COLLAPSED STRUCTURES**

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Report of Unsafe Structures, as per Oneida City Code Chapter 34, Article III, Unsafe Buildings and Collapsed Structures, from Brian B. Burkle Jr., Fire Marshal, for property located at 136 Madison Street in the City of Oneida (Tax Map No. 30.72-1-64) is hereby received and placed on file, **and be it further**

RESOLVED, that a Public Hearing be scheduled for Tuesday, September 19, 2023, at 6:30 p.m. in the Common Council Chambers, 109 N. Main Street, Oneida NY 13421 to afford the Common Council the opportunity to issue an order deeming the property to be a "Public Nuisance" and to order corrective action be taken on 136 Madison Street, Oneida, NY.

Ayes:

Nays:

MOTION CARRIED

CITY OF ONEIDA FIRE DEPARTMENT

DEPARTMENT OF PUBLIC SAFETY
BUREAU OF FIRE

Fire Marshal's Office
Brian B. Burkle Jr., Fire Marshal
Andrew P. Bennett, Assistant Fire Marshal



109 North Main Street
Oneida, New York 13421
TEL: 315-363-1910
FAX: 315-363-3437
bburkle@oneidacityny.gov
abennett@oneidacityny.gov

To: City of Oneida Common Council

From: Fire Marshal Brian B. Burkle Jr.

Date: August 20, 2023

Re: Unsafe Building

Please take notice that the building situated upon the real property located at 136 Madison Street in the City of Oneida, Tax Map No. 30.72-1-64 (the "Property") must be repaired or removed.

On January 3, 2023, an Order to Vacate was placed on 136 Madison Street by the City of Oneida Office of Code Enforcement due to the structure being unsafe.

On January 24, 2023, a notice from the Fire Marshal's Office was sent via U.S. Certified Mail service advising the structure was unsafe and a structural engineering report would be required.

On May 16, 2023, an Unsafe Structure notice was issued and sent to the address on file with the City of Oneida (116 Madison Street Apt. 1) via U.S. Certified Mail service, notifying Mr. Scribner the property's owner, that the building was in violation of the 2020 NYS Fire Code, Section 108.1.1, titled "Unsafe Structures".

On May 24, 2023, the U.S. Postal Service returned the notice to sender due to an updated address on file of 120 Madison Street Apt. 1.

On May 25, 2023, the Unsafe Structure notice was sent via U.S. Certified Mail to the updated address from the USPS. On June 16, 2023, the notice was returned to sender due to being unclaimed and unable to forward.

On July 17, 2023, a vacant building placard was placed on the building in accordance with section 311.5 of the 2020 NYS Fire Code.

On August 1, 2023, an Order to Vacate was placed on 136 Madison Street by the Fire Marshal's Division due to the structure being unsafe.

On August 1, 2023, a Stop Work Order was placed on 136 Madison Street by the City of Oneida Office of Code Enforcement due to the work being done prior to obtaining a building permit.

The Oneida Fire Marshal's Office has not received any written correspondences from property owner Fred Scribner to date.

Based upon my inspection of the property and my knowledge of the Oneida City Code, the 2020 Fire Code of New York State, and the 2020 Property Maintenance Code of New York State, I have determined that the property is an unsafe condition and is dangerous to the health, safety, and general welfare of the public.

The preceding are violations of the following;

- **2020 NYS Fire Code Section 108.1.1 Unsafe structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or to the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire; or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, or structurally unsafe; or is of such faulty construction or unstable foundation that partial or complete collapse is possible. A vacant structure that is not secured against unauthorized entry as required by Section 311 of this code shall be deemed unsafe.
- The Property is currently structurally unsafe and faulty construction on the West and South walls of the structure exists that partial or complete collapse is possible. Therefore, the Property does not comply with Section 108.1.1.
- **Code of the City of Oneida, Chapter 34, Article III "Unsafe Buildings and Collapsed Structures", Section 34-10. Determination of status; service of notice upon owner.**
 - A. Whenever any wall, building or other structure has in any manner become unfit for occupancy or shall be unsafe, detrimental or dangerous to the public health, safety or general welfare, upon inspection and report by the office of the Fire Marshal to the Common Council and hearing held thereon as hereinafter set forth, the Common Council may declare the premises a public nuisance and order the owner, or person or persons having an interest therein, to repair or remove the wall, building, structure or foundation and to clear away any and all debris caused thereby and to fill in the excavation to the lot level, requiring the same to be made safe and secure. After having received and placed on file the report from the Fire Marshal's office, the Common Council, if it appears that a nuisance exists, shall hold a hearing thereon and shall serve notice upon the owner, and all others having an interest therein, of the unsafe condition and the times and place of said hearing.

- B. The service of said notice shall be either by personal service or by certified mail, addressed to the last known address as shown by the records of the City Assessor's office. Said notice shall contain a description of the premises and a clear and concise statement of the particulars in which the building or structure is unsafe or dangerous, shall set forth the date, time and place for a hearing thereon before the Common Council and shall be served at least 10 days prior to said hearing. If such service is by certified mail, a copy of said notice shall also be posted by firmly affixing a copy thereof on said premises.
- The Property currently contains a wall that has been determined by the Fire Marshal's office upon inspection as unsafe, detrimental or dangerous to the public health, safety or general welfare. Therefore, the Property does not comply with Section 34-10.

2020 NYS Property Maintenance Code

- **Section 107.1 General.** If the *authority having jurisdiction* determines, during the inspection or otherwise, that a *premises, building or structure*, or any building system or equipment, in whole or part, constitutes a clear and immediate threat to human life, safety or health, the *authority having jurisdiction* shall exercise its powers in due and proper manner so as to extend to the public protection from the hazards of threat to human life, safety, or health.
- The Property's structure contains an immediate threat to human life, safety or health. Therefore, the Property does not comply with Section 107.1.
- **Section 107.1.1 Unsafe structures.** An unsafe *structure* is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such *structure* contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.
- The Property's structure has been found to be dangerous to life, health, property or safety of the public due to being damaged, decayed, dilapidated, structurally unsafe, and is of such faulty construction or unstable foundation, that partial or complete collapse is possible. Therefore, the Property does not comply with Section 107.1.1.
- **Section 304.1 General.** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

- The Property's exterior of the structure has not been maintained in good repair. It is not structurally sound or sanitary. It does pose a threat to the public's health, safety and welfare. Therefore, the Property does not comply with Section 304.1.
- **Section 304.1.1 Unsafe Conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *Building Code of New York State* or the *Existing Building Code of New York State* as required for existing buildings:
 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
 2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
 3. Structures or components thereof that have reached their limit strength.
 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors, and skylights are not maintained, weather resistant or water tight.
 5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects.
 6. Foundation systems that not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and load effects.
 7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.
 8. Roofing or roofing components that have defects that emit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
 9. Flooring and flooring components with defects that effect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects.
- The Property contains conditions listed above that deem the building unsafe. Therefore, the Property does not comply with Section 304.1.1.
- **Section 304.4 Structural members.** Structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.
- The Property's structural members are deteriorated and not capable of safely supporting the imposed dead and live loads. Therefore, the Property does not comply with Section 304.4.

- **Section 304.6 Exterior walls.** Exterior walls should be free from holes, breaks, and loose or rotting materials; and maintained waterproof and properly surface coated where required to prevent *deterioration*.
- The Property's exterior walls contain holes, breaks, and loose or rotting materials. The exterior walls are not waterproof and allow for deterioration. Therefore, the Property does not comply with Section 304.6.
- **Section 304.7 Roofs and drainage.** The roof and flashing shall be sound, tight and not have defects that emit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters, and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a matter that creates a public nuisance.
- The Property's roof is not sound or tight and contains defects. Therefore, the Property does not comply with Section 304.7.
- **Section 308.1 Accumulation of rubbish and garbage.** *Exterior property and premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.
- The Property's interior contains accumulations of rubbish and garbage. Therefore, the Property does not comply with Section 308.1.

In light of the foregoing, I hereby request that the Common Council hold a hearing pursuant to Section 34-10 of the Oneida City Code to determine and declare that the Property is a public nuisance, and to order the repair to or removal of the building.

9. AGREEMENT-DRAIN MASTERS, LLC

RESOLUTION 23-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the Deputy Mayor to sign an agreement with Drain Masters, LLC for the acceptance of high strength organic waste at the Wastewater Treatment Plant.

Ayes:

Nays:

MOTION CARRIED

City of Oneida, New York and Drain Masters. LLC

Organics Waste Management Agreement

This Organics Waste Management Agreement ("Agreement") is made August 28, 2023, between the City of Oneida ("Oneida") and Drain Masters, LLC ("Customer"), each a "Party" and jointly the "Parties."

Whereas, the City of Oneida has anaerobic digesters and other wastewater treatment infrastructure for processing and treatment of municipal wastewater and high strength organic waste ("HSOW") at the City's Organics and Water Resource Recovery Center ("OWRRC") in the City of Oneida, State of New York (the "Facility");

Whereas, Customer produces or hauls Grease Trap Waste (FOG) material of which it needs to dispose; and

Whereas, it is the intent of the Parties to provide in this Agreement for Customer to transport the Wastes described herein to the Facility, and for OWRRC to provide treatment and disposal services for those Wastes.

Now therefore, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the Parties agree as follows.

1. **Effective Date.** This Agreement is effective on the date first written above.
2. **The Wastes.** The "Wastes" that are the subject of this Agreement are FOG waste coming from ~~Oneida~~, New York
E L P
3. **Quantity of Wastes.** The volume of Wastes transported by Customer to the Facility is anticipated to be as follows:

25,000 to 30,000 gallons per week, this is a planning estimate and not guaranteed by the Customer.

4. **Delivery of Wastes by Customer.** It shall be Customer's sole responsibility to deliver the Wastes to the Facility at Customer's cost. The Customer is free to use their own transportation group or contract haulers hired at the Customer's expense. Oneida shall accept Wastes at a designated location at the Facility. Access to OWRRC is granted at the City of Oneida's sole discretion. The Facility shall accept Wastes Monday through Friday 6:30 am to 2:30 pm.

The gallons processed through the OWRRC flow meter at the receiving station shall represent the volume of every load and the amount for which the Customer shall be invoiced. In the event of a malfunction of the OWRRC flow meter on an individual delivery, only the Customer shall be invoiced for the full capacity of the delivering vehicle.

Initially the Customer shall provide a sample of approximately one gallon for testing before the Wastes are accepted. The Facility shall collect random samples to compare the results to the initial sample. Should the Wastes stream vary significantly from the initial sample as determined by the City of Oneida's sole discretion, the City of Oneida reserves the right to adjust the treatment cost or reject the Wastes.

5. **Term.** The Term of the Agreement shall extend to a date, which is five (5) years from the Effective Date, except as otherwise stated herein.

6. **Pricing, Billing and Payment.**

- a. **Pricing.** During the contract period of the Customer shall pay to Oneida a fee of:

\$0.08 per gallon

for each gallon of Wastes measured by the flow meter at the Facility receiving station or otherwise determined by the city.

- b. **Price Escalator.** Following the first twelve months of the Term, the fee per gallon shall be an amount calculated as follows: [insert]. For each subsequent 12-month period, beginning on the anniversary month of the Effective Date, the fee per gallon shall be \$0.08 multiplied by a factor that is the increase over the elapsed period of the Agreement in the Municipal Cost Index, as published by American City and County. For the purposes of this calculation, any negative change in the index shall be considered zero value (0) in the factor.

- c. **Billing and Payment.** Oneida shall invoice Customer monthly in arrears. Invoices shall provide the necessary details therefore, and shall be due no later than 30 days after mailing to Customer.

If a good faith dispute arises between the Parties concerning any billing statement, that portion of the billing statement not in dispute shall be due and payable on the otherwise applicable due date and, when such dispute is resolved, the remaining portion of the payment due, if any, shall be paid promptly with interest accruing at the Interest Rate from the date that the amount should have been paid had there been no dispute until the date of payment of the resolved amount. Moreover, if the resolution of any good faith dispute determines that one Party has overpaid the other Party, then such overpaid

amount shall be refunded promptly with interest accruing at the Interest Rate from the date that the overpaid amount was paid until the date of refund of the resolved amount. All retroactive adjustments shall be paid in full by the Party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. The Interest Rate shall be the lower of 9 percent per annum, compounded monthly, or the maximum rate allowed by law.

7. **Representations.** Each Party acknowledges that its representations as set forth in the Agreement shall be relied upon by the other Party in entering into and performing under this Agreement.

The City of Oneida represents and warrants as follows.

- a. This Agreement has been properly executed by the City of Oneida and represents the binding commitment of Oneida enforceable pursuant to its terms.
- b. To Oneida's actual knowledge, there are no actions, suits, or proceedings pending or threatened against Oneida before any court or governmental authority that, if determined adversely to it, would have a material adverse effect on the transactions contemplated by this Agreement.
- c. The City of Oneida's actions and performance hereunder shall comply with Applicable Law.

Customer represents and warrants as follows.

- a. This Agreement has been properly executed by Customer and represents the binding commitment of Customer enforceable pursuant to its terms.
- b. To Customer's actual knowledge, there are no actions, suits, or proceedings pending or threatened against Customer before any court or governmental authority that, if determined adversely to it, would have a material adverse effect on the transactions contemplated by this Agreement.
- c. Wastes delivered to the Facility shall be as described herein, and shall not contain any Hazardous Wastes.
- d. Customer's actions and performance hereunder shall comply with Applicable Law.

8. **Miscellaneous Provisions.**

- a. **Indemnification.** Subject to the other provisions of this Agreement and to the extent permissible under Applicable Law, both Parties agree to indemnify and hold the other Party and its officers, directors, employees, affiliates and permitted assigns harmless from and against all losses (but not including legal fees and expenses) incurred or suffered by such Indemnitees arising out of and resulting from (i) any breach of a representation or warranty made by the Indemnitor in this Agreement, (ii) any breach of any covenant or obligation of the Indemnitor in or pursuant to this Agreement, (iii) any tax, penalty or fine arising from or relating to any action or inaction of the

Indemnitor or its agents, contractors, employees or representatives, (iv) damage to the Indemnitee's facilities that are caused by the actions or inactions of Indemnitor, its agents, contractors, employees or representatives, (v) any emergency or condition directly or indirectly arising from the action or inaction of Indemnitor or its agents or representatives, except in each of the foregoing instances to the extent caused by the negligence or willful misconduct of the Indemnitees or those for whom they are responsible.

No Indemnitor hereunder shall be responsible for any consequential, special or punitive damages.

- b. Termination for Cause.** A Party may terminate the Agreement after written notice to the other Party identifying the cause for termination and providing an opportunity to cure the cause of termination. Cause for termination shall include only (i) material failure to perform hereunder; (ii) failure to make any undisputed payment hereunder; (iii) any action by the non-terminating Party that subjects the terminating Party to any material legal liability not permitted herein; and (iv) failure to perform (not including any failure to make an undisputed payment) due to an event of Force Majeure which lasts longer than 120 days. The opportunity to cure the cause of termination shall extend for 60 days, or such longer period as may be required to effect the cure, if the curing Party shall proceed with reasonable efforts to effect the cure. However, in no event shall the cure period extend longer than 180 days. The cure period for failure to make an undisputed payment shall be 30 days.

Force Majeure shall include (i) acts of God, (ii) extreme storms or other extreme weather, (iii) acts of a governmental authority other than a Party, or (iv) any other event or similar cause not reasonably within the control of the Party claiming Force Majeure and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome.

Termination for cause shall not waive any rights of either Party for damages, or injunctive or other relief.

- c. Early Termination.** Either Party may terminate the Agreement by providing written notice of early termination to the other Party no later than six months prior to the date of early termination.
- d. Assignment.** Neither Party may assign its rights under the Agreement without the express written consent of the other Party. Such consent may be withheld for any reason. However, this provision shall not affect assignment by a Party to a successor entity.

- e. Nondisclosure of Confidential Information.** Except as required by Applicable Law, neither Party shall, without the prior written consent of the Party providing to the other any Confidential Information, disclose (regardless of the form of disclosure) any Confidential Information to any third parties other than affiliates, consultants, agents, representatives, or employees of the receiving Party who (i) shall keep such Confidential Information confidential, and who (ii) require access to such Confidential Information to assist the receiving Party in the exercise of its rights and the performance of its obligations under this Agreement. The receiving Party shall notify any such affiliates, consultants, agents, representatives and employees of the confidential nature of the Confidential Information, and the receiving Party hereby agrees to be responsible for any breach of the terms of this section by any such affiliates, consultants, agents, representatives or employees.

Neither Party shall use the Confidential Information of the disclosing Party except as necessary to perform its obligations under this Agreement. "Confidential Information" shall mean this Agreement and all data and information developed or collected by one Party and provided to the other Party or its agents and marked as such, but shall not include information to the extent such information (i) is in the public domain at the time of disclosure, (ii) following disclosure, becomes generally known or available through no action or omission on the part of the receiving Party, (iii) is known, or becomes known to the receiving Party from a source other than the disclosing Party or its representatives, provided that disclosure by such source is not in breach of a confidentiality agreement with the disclosing Party, or (iv) is legally required to be disclosed by Applicable Law, provided further that the receiving Party shall make reasonable efforts to resist disclosure of such information, and further provided that prompt notice of said action shall have been given to the disclosing Party and that the disclosing Party shall be afforded the opportunity (consistent with the legal obligations of the receiving Party) to exhaust all reasonable legal remedies to maintain the Confidential Information in confidence.

The Parties acknowledge that both Parties are subject to disclosure obligations under the New York of Freedom of Information Law. The Parties also acknowledge that Oneida may not withhold data on the chemical composition of Wastes.

- f. Governing Law.** The law of the State of New York shall govern the Agreement.
- g. No Partnership.** Nothing in this Agreement shall be construed to create any association, partnership, or joint venture or impose a partnership or an agency relationship on, or with regard to, either Party.
- h. Waiver.** No failure to exercise and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise

of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the Parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed an extension of the time for performance of any other obligations or any other acts.

- i. **Third Party Beneficiaries.** This Agreement is intended to be solely for the benefit of the Parties hereto and their successors, permitted assigns, is not intended to, and shall not confer any rights or benefits on any other person.
- j. **Notices.** All notices, requests, demands, claims, and other communications hereunder shall be in writing, shall be delivered in person or by mail (first class postage pre-paid), or overnight delivery and shall be deemed given when delivered in person or, if not delivered in person, when received (or delivery is refused) by the Party to whom such notice is directed, at the following address (or at such other address as a Party shall designate by written notice to the other Party):

If to: Oneida:

Mayor
City of Oneida
109 North Main Street
Oneida, NY 13421

If to: Customer

Edward Demenezes Jr.
Drain Masters
P.O. Box 271
Munnsville, NY 13409

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement as of the date first written above.

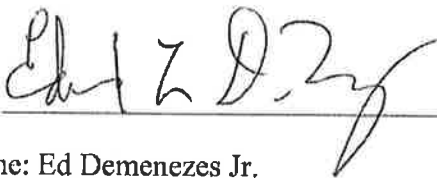
City of Oneida:

By: _____

Name: Helen B. Acker

Title: Mayor

Customer:

By:  _____

Name: Ed Demenezes Jr.

Title:

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