



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

AGENDA

Date:	September 19, 2023	Presiding:	Helen B. Acker, 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:

SUPERVISOR'S REPORT:

Approval of the Minutes: September 5, 2023

Approval of Warrant: 18

Item	Title	Facilitator
1.	MONTHLY REPORTS: receive and place on file the Monthly Reports from the City Clerk, City Engineer, Codes Department, Comptroller, Fire Department, Parks & Recreation Department, Planning Department and Police Department	CITY CLERK
2.	WATER BOARD RECOMMENDATION: approve the Water Board's recommendation pertaining to property at 214 Brooks based on an adjusted June 2023 bill, as per the Water Department Leak Adjustment Policy, or termination of water service by October 31, 2023	MONAGHAN
3.	BUDGET TRANSFERS/AMENDMENTS: approve the Budget Transfers and Amendments as outlined by the Comptroller	WELLS
4.	INITIATE TASK FORCE: approve to implement a Climate Smart Community Task Force and appoint Christopher Henry, Director of Planning and Development as the Climate Smart Community Coordinator	HENRY
5.	AGREEMENT: authorize the Mayor to sign a Facilities Management Agreement with William DiPaolo D/B/A Entertainment Services, 606 N. Madison St., Rome, NY 13440 for services at the Kallet Civic Center for a three-year term	MAYOR

NEW BUSINESS

**MINUTES OF THE COMMON COUNCIL
REGULAR MEETING
SEPTEMBER 19, 2023**

A meeting of the Common Council of the City of Oneida, NY was held on the nineteenth day of September 2023 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

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

Supervisors

Matt Roberts	<input type="checkbox"/>	<input type="checkbox"/>
Mary Cavanagh	<input type="checkbox"/>	<input type="checkbox"/>
Joe Magliocca	<input type="checkbox"/>	<input type="checkbox"/>
Brandee DuBois	<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:

SUPERVISOR'S REPORT:

APPROVAL OF MINUTES

Moved by Councilor
Seconded by Councilor

RESOLVED, that the minutes of the regular meeting of September 5, 2023, are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED

APPROVAL OF WARRANT

Moved by Councilor

Seconded by Councilor

RESOLVED, that Warrant No. 18, checks and ACH payments in the amount of \$1,157,131.45 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	18
DATE:	September 19, 2023

FUND		PAYMENT NUMBER (S)	AMOUNT
Capital		4824-4825	\$ 677,695.39
Library Fund	025		
Fund	027		
ARPA Fund	030		
Current Funds		72702-72770	\$ 432,964.34
ACH			\$ 46,471.72

WARRANT #1 TOTAL	\$ 1,157,131.45
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Oneida, NY

Expense Approval Report

By Fund

Payment Dates 9/11/2023 - 9/19/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
DAVIS-ULMER SPRINKLER CO., ..	72717	09/09/2023	FIRE ALARM SYSTEM	001.7521.0404.0000	1,310.00
LEWIS UNIFORM CO., LLC	72736	09/19/2023	July uni order	001.3410.0317.0000	219.91
LEWIS UNIFORM CO., LLC	72736	09/19/2023	July uni order	001.3410.0408.0000	5.74
SIRCHIE ACQUISITION COMP...	72759	09/19/2023	Nark20020 Marajuana	001.3120.0300.0000	76.77
SIRCHIE ACQUISITION COMP...	72759	09/19/2023	Shipping	001.3120.0300.0000	14.50
BROWN CARBONIC	72710	09/19/2023	dry ice	001.4068.0300.0000	18.00
PRESENTATION CONCEPTS CO...	72753	09/19/2023	PA system service	001.3410.0410.0000	650.00
UNITED AUTO SALES	72766	09/19/2023	Running Police Auto Supplies	001.1640.0403.0001	111.78
USA BLUE BOOK	72768	09/19/2023	metal detector for digs	001.5110.0200.0000	1,086.95
SPECTROTEL, INC.	72762	09/19/2023	LONG DISTANCE	001.1680.0403.0000	120.15
TOTAL SOLUTIONS	72764	09/19/2023	DELL OPTIPLEX MICRO 7010	001.1660.0300.0000	871.54
TOTAL SOLUTIONS	72764	09/19/2023	OCTOBER SERVICES	001.1680.0403.0000	2,743.37
FINISH LINE DESIGNS	72723	09/19/2023	BANNER FOR PITSTOP - FALL F...	001.7140.0403.2013	105.00
FASTENAL CO. INC.	72721	09/19/2023	parts and supplies	001.5132.0300.0000	475.76
HUMMELS OFFICE EQUIPMEN...	72729	09/19/2023	building supplies	001.1620.0300.0000	48.00
ONEIDA CITY SCHOOL DIST	DFT0004028	09/19/2023	PILOT PAYMENTS	001.0001.0661.0008	45,012.41
ONEIDA CITY SCHOOL DIST	DFT0004028	09/19/2023	PILOT PAYMENTS	001.0001.0661.0009	703.85
ONEIDA PUBLIC LIBRARY DISTR..	72750	09/19/2023	PILOT PAYMENTS	001.0001.0632.0000	354.17
ONEIDA PUBLIC LIBRARY DISTR..	72750	09/19/2023	PILOT PAYMENTS	001.0001.0632.0000	-44.16
ONEIDA PUBLIC LIBRARY DISTR..	72750	09/19/2023	PILOT PAYMENTS	001.0001.0632.0000	653.37
MADISON COUNTY TREASURER	72739	09/19/2023	PILOT PAYMENTS	001.0001.0663.0000	118,123.54
GE SOFTWARE	72726	09/19/2023	EKOS fule site module software	001.5132.0403.0000	80.00
JEROME FIRE EQUIPMENT CO, ..	72730	09/19/2023	Riedl boots (new hire)	001.3410.0408.0000	601.41
JEROME FIRE EQUIPMENT CO, ..	72730	09/19/2023	Hydro-test O2 cylinders (10)	001.3410.0201.0000	130.00
TRACEY ROAD EQUIPMENT INC	72765	09/19/2023	PARTS AND REPAIRS	001.5132.0300.0000	270.22
MYERS AND COMPANY, LLC	72741	09/19/2023	Inspection-Kitchen Hood/Fire ...	001.7140.0409.0000	194.75
21st Century Media, LLC	72702	09/19/2023	Quarter Page Picture	001.3120.0407.0000	79.00
GALLS INCORPORATED	72725	09/19/2023	Shipping	001.3120.0317.0000	0.89
GALLS INCORPORATED	72725	09/19/2023	Safariland Double Mag Holder	001.3120.0317.0000	46.80
NADINE BELL, ESQ	72742	09/19/2023	LEGAL SERVICES	001.1420.0412.0000	2,425.00
NADINE BELL, ESQ	72742	09/19/2023	LEGAL SERVICES	001.1420.0411.0000	4,999.50
NADINE BELL, ESQ	72742	09/19/2023	LEGAL SERVICES	001.1420.0400.0000	4,000.00
NADINE BELL, ESQ	72742	09/19/2023	LEGAL SERVICES	001.1420.0403.0000	1,305.00
CIVICPLUS	72714	09/19/2023	ArchiveSocial services	001.0001.0481.0000	2,660.00
CIVICPLUS	72714	09/19/2023	ArchiveSocial services	001.1680.0403.0000	1,330.00
LEWIS UNIFORM CO., LLC	72736	09/19/2023	April uniform order	001.3410.0317.0000	850.00
LEWIS UNIFORM CO., LLC	72736	09/19/2023	Carnahan uni items FLSTP	001.3410.0317.0000	165.33
SMITH'S HOME DECORATING ...	72761	09/19/2023	EMPTY GALLON PAINT CAN	001.3310.0300.0000	3.59
RXC SPORTS LLC	72755	09/19/2023	FLAG FOOTBALL JERSEYS	001.7140.0403.2018	1,155.00
QUILL CORPORATION	72754	09/19/2023	OFFICE SUPPLIES	001.1660.0300.0000	74.89
QUILL CORPORATION	72754	09/19/2023	OFFICE SUPPLIES	001.1660.0300.0000	72.29
QUILL CORPORATION	72754	09/19/2023	OFFICE SUPPLIES	001.1660.0300.0000	19.55
QUILL CORPORATION	72754	09/19/2023	901-209882 Avery Labels	001.3120.0300.0000	53.10
QUILL CORPORATION	72754	09/19/2023	901-600K12	001.3120.0300.0000	22.26
QUILL CORPORATION	72754	09/19/2023	901-654R24CPAP Post It Notes	001.3120.0300.0000	20.22
QUILL CORPORATION	72754	09/19/2023	901-7CL101328 Manilla Envel...	001.3120.0300.0000	17.53
QUILL CORPORATION	72754	09/19/2023	901-25087 Memo Pads	001.3120.0300.0000	7.82
QUILL CORPORATION	72754	09/19/2023	901-720561 Green Paper	001.3120.0300.0000	5.75
DJR MULTIMEDIA SOLUTIONS	72718	09/19/2023	WINDOW TINT	001.0023.2770.0000	495.00
CINTAS CORP	72713	09/19/2023	uniform	001.3310.0200.0000	253.12
AMERICAN ELECTRIC POWER	72703	09/19/2023	SOLAR	001.1620.0401.0000	23,449.63
COOPER ELECTRIC	72716	09/19/2023	electrical supplies	001.3310.0300.0000	438.28
BLISS ENVIRONMENTAL SERVI...	72707	09/19/2023	109 N MAIN ST	001.1620.0403.0003	246.50

Expense Approval Report

Payment Dates: 9/11/2023 - 9/19/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
BLISS ENVIRONMENTAL SERVI...	72707	09/19/2023	TRASH REMOVAL	001.1620.0403.0003	109.00
BLISS ENVIRONMENTAL SERVI...	72707	09/19/2023	217 CEDAR ST	001.1620.0403.0003	119.90
BLISS ENVIRONMENTAL SERVI...	72707	09/19/2023	360 N MAIN ST	001.1620.0403.0003	153.00
MGM PARTS DISTRIBUTORS, I...	72740	09/19/2023	parts	001.5132.0300.0000	22.40
MGM PARTS DISTRIBUTORS, I...	72740	09/19/2023	parts	001.5132.0300.0000	12.50
MGM PARTS DISTRIBUTORS, I...	72740	09/19/2023	SHOP TOWELS	001.3310.0300.0000	17.17
MGM PARTS DISTRIBUTORS, I...	72740	09/19/2023	parts	001.5132.0300.0000	30.56
NORTHLAND COMMUNICATI...	72745	09/19/2023	PHONE	001.1680.0403.0000	1,110.93
POSITIVE PROMOTIONS, INC	72752	09/19/2023	fire prevention education mat...	001.3410.0438.0000	922.00
ORIENTAL TRADING CO INC	72751	09/19/2023	HALLOWEEN PARTY PRIZES S...	001.7140.0403.2014	762.65
OLNEYS FLOWERS OF ROME, L...	72746	09/19/2023	FALL FLOWERS	001.7140.0421.0000	611.00
Max's Print Shop	DFT0004027	09/19/2023	UNIFORM ITEMS	001.3410.0408.0000	333.00
LOWE'S HOME IMPROVEMEN...	72738	09/19/2023	building supplies	001.1620.0300.0000	51.24
ROME SENTINEL COMPANY	72756	09/19/2023	LEGAL NOTICE	001.1989.0400.0000	84.66
ROME SENTINEL COMPANY	72756	09/19/2023	LEGAL NOTICE	001.8020.0400.0000	57.18
LOWE'S HOME IMPROVEMEN...	72738	09/19/2023	BLANKET PO	001.7140.0300.0000	170.64
AMAZON WEB SERVICES, LLC.	DFT0004025	09/19/2023	FRAMES	001.1660.0300.0000	25.98
AMAZON WEB SERVICES, LLC.	DFT0004025	09/19/2023	HP TONER	001.1660.0300.0000	131.04
LOWE'S HOME IMPROVEMEN...	72738	09/19/2023	supplies	001.7521.0404.0000	130.91
TARSON SUPPLY & POOL CO...	72763	09/19/2023	POOL CHEMICALS	001.7140.0418.2025	32.00
BLOCKS & ROCKS	72708	09/19/2023	SUPPLIES FOR ROADS AND SI...	001.5110.0314.0000	91.00
BLOCKS & ROCKS	72708	09/19/2023	SUPPLIES FOR ROADS AND SI...	001.5110.0314.0000	70.00
NATIONAL FIRE PROTECTION ...	72743	09/19/2023	Fire Prevention education ma...	001.3410.0438.0000	1,205.00
NATIONAL FIRE PROTECTION ...	72743	09/19/2023	EDUCATIONAL MATERIALS	001.3410.0438.0000	43.48
BOSCOV'S	DFT0004026	09/19/2023	UNIFORM ITEMS	001.8664.0414.0000	187.14
NATIONAL GRID	72744	09/19/2023	ELECTRIC	001.1620.0401.0000	1,882.31
LOGAN CHESEBRO	72737	09/19/2023	FALL FEST ENTERTAINMENT - ...	001.7140.0403.2032	300.00
SHANE YOXALL	72758	09/19/2023	PERFORMANCE AT FALL FEST	001.7140.0403.2032	900.00
LOWE'S HOME IMPROVEMEN...	72738	09/19/2023	BLANKET PO	001.7140.0300.0000	270.78
HIWAYTRAC LLC	72728	09/19/2023	GPS	001.5132.0403.0000	176.00
HIWAYTRAC LLC	72728	09/19/2023	GPS	001.5132.0403.0000	176.00
EMERSON OIL CO.	72720	09/19/2023	oil	001.5132.0303.0000	768.20
ONEIDA OFFICE SUPPLY	72749	09/19/2023	SUPPLIES	001.1660.0300.0000	18.05
KIMES HOME CENTER, INC.	72734	09/19/2023	BLANKET PO	001.7140.0409.0000	10.87
KIME HARDWARE	72733	09/19/2023	QUARTERLY SUPPLIES	001.1620.0300.0000	19.97
KIME HARDWARE	72733	09/19/2023	QUARTERLY SUPPLIES	001.1620.0300.0000	15.37
WHITE FARM SUPPLY INC	72770	09/19/2023	supplies, parts	001.5132.0300.0000	106.96
DAVIS-ULMER SPRINKLER CO., ..	72717	09/19/2023	SPRINKLER INSPECTION	001.1620.0403.0001	363.00
DAVIS-ULMER SPRINKLER CO., ..	72717	09/19/2023	SPRINKLER INSPECTION	001.1620.0403.0002	350.00
DAVIS-ULMER SPRINKLER CO., ..	72717	09/19/2023	FIRE ALARM SYSTEM	001.1620.0403.0001	700.00
UNITED UNIFORM CO INC	72767	09/19/2023	7378 Holster - Left Handed	001.3120.0317.0000	63.75
CLINTON TRACTOR & IMPLEM...	72715	09/19/2023	tractor parts	001.5132.0300.0000	89.21
AXON ENTERPRISES LLC	72704	09/19/2023	Year Contract	001.3120.0300.0000	218.00
AXON ENTERPRISES LLC	72704	09/19/2023	Batteries	001.3120.0317.0000	218.00
AXON ENTERPRISES LLC	72704	09/19/2023	Batteries	001.3120.0403.0000	218.00
AXON ENTERPRISES LLC	72704	09/19/2023	Year Contract	001.3120.0403.0000	218.00

Fund 001 - GENERAL FUND Total: 231,699.93

Fund: 002 - WATER

KOESTER ASSOCIATES, INC	72735	09/19/2023	EVALUATE FLOODING 5285 V...	002.8300.0319.0000	2,443.75
CAMDEN CENTRAL SCHOOLS	72711	09/19/2023	2023-2024 SCHOOL TAXES	002.0002.0481.0000	85,490.36
CAMDEN CENTRAL SCHOOLS	72711	09/19/2023	2023-2024 SCHOOL TAXES	002.8300.0431.0000	85,490.37
FERGUSON WATERWORKS, IN...	72722	09/19/2023	FERGUSON WATERWORKS	002.8300.0302.0000	799.45
TOTAL SOLUTIONS	72764	09/19/2023	OCTOBER SERVICES	002.8300.0403.0000	1,097.35
ONEIDA CITY SCHOOL DIST	72748	09/19/2023	2023-2024 SCHOOL TAXES	002.0002.0481.0000	7,935.96
ONEIDA CITY SCHOOL DIST	72748	09/19/2023	2023-2024 SCHOOL TAXES	002.8300.0431.0000	7,935.95
VVS CENTRAL SCHOOL	72769	09/19/2023	2023-2024 SCHOOL TAXES	002.0002.0481.0000	8,702.97
VVS CENTRAL SCHOOL	72769	09/19/2023	2023-2024 SCHOOL TAXES	002.8300.0431.0000	8,702.97
VVS CENTRAL SCHOOL	72769	09/19/2023	2023-2024 SCHOOL TAXES	002.0002.0481.0000	777.56
VVS CENTRAL SCHOOL	72769	09/19/2023	2023-2024 SCHOOL TAXES	002.8300.0431.0000	777.57
BLISS ENVIRONMENTAL SERVI...	72707	09/19/2023	RUNNING PO	002.8300.0319.0000	29.43

Expense Approval Report

Payment Dates: 9/11/2023 - 9/19/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
BENEFACOR FUNDING CORP	72706	09/19/2023	Running PO- Carried over from...	002.8300.0415.0000	64.80
BENEFACOR FUNDING CORP	72706	09/19/2023	Life Science	002.8300.0415.0000	22.68
QUILL CORPORATION	72754	09/19/2023	BINDER CLIPS	002.8300.0200.0000	7.52
FISHER SCIENTIFIC CO.	72724	09/19/2023	FISHER SCIENTIFIC	002.8300.0200.0000	9,478.46
JOHN MONAGHAN	72731	09/19/2023	PETTY CASH	002.8300.0302.0000	75.00
JOHN MONAGHAN	72731	09/19/2023	PETTY CASH	002.8300.0319.0000	25.00
NATIONAL GRID	72744	09/19/2023	ELECTRIC	002.8300.0401.0000	315.66
GRAINGER INC	72727	09/19/2023	BATTERIES	002.8300.0319.0000	27.40
GRAINGER INC	72727	09/19/2023	TAMPER STEEL RUBBER GRIP	002.8300.0302.0000	45.62
GRAINGER INC	72727	09/19/2023	GRAINGER	002.8300.0319.0000	116.24
GRAINGER INC	72727	09/19/2023	GRAINGER	002.8300.0319.0000	102.68
KIME HARDWARE	72733	09/19/2023	RUNNING PO	002.8300.0319.0000	24.98
Fund 002 - WATER Total:					220,489.73
Fund: 003 - SEWER					
SENECA PLUMBING AND HEAT...	72757	09/18/2023	QUARTERLY SUPPLIES	003.8110.0200.0000	194.33
BARTON & LOGUIDICE,DPC	72705	09/19/2023	Engineering Services for WWT...	003.8110.0400.0001	600.00
TOTAL SOLUTIONS	72764	09/19/2023	OCTOBER SERVICES	003.8110.0445.0000	548.68
CHARTER COMMUNICATIONS	72712	09/19/2023	INTERNET BROADWAY PUMP ...	003.8110.0401.0000	119.98
EASTERN CROWN INC	72719	09/19/2023	SUPERCHLOR	003.8110.0446.0000	588.00
SLACK CHEMICAL CO	72760	09/19/2023	CL2	003.8110.0308.0000	11,772.00
COOPER ELECTRIC	72716	09/19/2023	building electrical supplies	003.8110.0405.0000	39.60
COOPER ELECTRIC	72716	09/19/2023	ELECTRICAL SUPPLIES	003.8110.0200.0000	26.23
COOPER ELECTRIC	72716	09/19/2023	ELECTRICAL SUPPLIES	003.8110.0200.0000	45.50
NORTHLAND COMMUNICATI...	72745	09/19/2023	PHONE	003.8110.0401.0000	461.46
BR JOHNSON INC	72709	09/19/2023	KEY BLANKS	003.8110.0200.0000	39.60
SAFETY SIGNS	DFT0004029	09/19/2023	NFPA DANGER SIGNS	003.8110.0200.0000	78.30
NATIONAL GRID	72744	09/19/2023	ELECTRIC	003.8110.0401.0000	1,885.21
ONEIDA CITY CHAMBERLAIN	72747	09/19/2023	WATER & SEWER BILL	003.8110.0435.0000	4,388.61
KEMIRA WATER SOLUTIONS, I...	72732	09/19/2023	IRON SALTS	003.8110.0329.0000	6,450.12
KIME HARDWARE	72733	09/19/2023	SUPPLIES	003.8110.0300.0000	4.49
KIME HARDWARE	72733	09/19/2023	SUPPLIES	003.8110.0300.0000	4.29
Fund 003 - SEWER Total:					27,246.40
Fund: 005 - CAPITAL					
Heidelberg Materials	4825	09/19/2023	structures-risers	005.5110.0402.0023	1,685.12
ENERGY SYSTEMS GROUP	4824	09/19/2023	APP #29	005.8110.0401.0019	676,010.27
Fund 005 - CAPITAL Total:					677,695.39
Grand Total:					1,157,131.45

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	231,699.93
002 - WATER	220,489.73
003 - SEWER	27,246.40
005 - CAPITAL	<u>677,695.39</u>
Grand Total:	1,157,131.45

Account Summary

Account Number	Account Name	Payment Amount
001.0001.0481.0000	PREPAIDS, INSURANCE, ...	2,660.00
001.0001.0632.0000	DUE TO LIBRARY	963.38
001.0001.0661.0008	Due to School 2022-2023	45,012.41
001.0001.0661.0009	Due to School 2022-2023..	703.85
001.0001.0663.0000	DUE TO COUNTY-TAX LE...	118,123.54
001.0023.2770.0000	MISCELLANEOUS	495.00
001.1420.0400.0000	MOU -\$3668.75	4,000.00
001.1420.0403.0000	STAFF SERVICES	1,305.00
001.1420.0411.0000	LABOR SERVICES AND N...	4,999.50
001.1420.0412.0000	ATTORNEY EXPENSE AC...	2,425.00
001.1620.0300.0000	MAT SUPPLIES	134.58
001.1620.0401.0000	ELECTRIC AND GAS	25,331.94
001.1620.0403.0001	CONTRACTS MB/FD	1,063.00
001.1620.0403.0002	CONTRACTS JC	350.00
001.1620.0403.0003	CONTRACTS COMBINED	628.40
001.1640.0403.0001	CENTRAL VEHICLE -POLI...	111.78
001.1660.0300.0000	Central Office Supplies	1,213.34
001.1680.0403.0000	CONTRACTS	5,304.45
001.1989.0400.0000	PRINTING	84.66
001.3120.0300.0000	MAT SUPPLIES	435.95
001.3120.0317.0000	CLOTHING	329.44
001.3120.0403.0000	CONTRACTS	436.00
001.3120.0407.0000	CHIEF'S EXPENSE	79.00
001.3310.0200.0000	EQUIPMENT	253.12
001.3310.0300.0000	MAT SUPPLIES	459.04
001.3410.0201.0000	EMS EQUIPMENT	130.00
001.3410.0317.0000	CLOTHING	1,235.24
001.3410.0408.0000	NEW HIRE EXPENSE	940.15
001.3410.0410.0000	RADIO MAINTENANCE &...	650.00
001.3410.0438.0000	FIRE MARSHALL ACCOU...	2,170.48
001.4068.0300.0000	MAT SUPPLIES	18.00
001.5110.0200.0000	EQUIPMENT	1,086.95
001.5110.0314.0000	ROAD MATERIALS	161.00
001.5132.0300.0000	DPW MAINTENANCE- RE...	1,007.61
001.5132.0303.0000	GENERAL MATERIALS	768.20
001.5132.0403.0000	CONTRACTS	432.00
001.7140.0300.0000	MAT SUPPLIES	441.42
001.7140.0403.2013	Fall Fest	105.00
001.7140.0403.2014	Halloween Party	762.65
001.7140.0403.2018	YOUTH FLAG FOOTBALL	1,155.00
001.7140.0403.2032	CONTRACTS.CONCERTS/...	1,200.00
001.7140.0409.0000	EQUIP REPAIR & MAINT.	205.62
001.7140.0418.2025	POOL.SWIM REC/INST/S...	32.00
001.7140.0421.0000	PARK BEAUTIFICATION	611.00
001.7521.0404.0000	KALLET BUILDING REPAI...	1,440.91
001.8020.0400.0000	OTHER EXPENSE	57.18
001.8664.0414.0000	CLOTHING ALLOWANCE	187.14
002.0002.0481.0000	PREPAIDS, INSURANCE, ...	102,906.85
002.8300.0200.0000	EQUIPMENT	9,485.98

Account Summary

Account Number	Account Name	Payment Amount
002.8300.0302.0000	EQUIPMENT MAINTENA...	920.07
002.8300.0319.0000	GENERAL MAINTENANCE	2,769.48
002.8300.0401.0000	UTILITIES	315.66
002.8300.0403.0000	CONTRACTS	1,097.35
002.8300.0415.0000	LAB TESTING	87.48
002.8300.0431.0000	TAXES	102,906.86
003.8110.0200.0000	EQUIPMENT	383.96
003.8110.0300.0000	MAT SUPPLIES	8.78
003.8110.0308.0000	CHLORINE	11,772.00
003.8110.0329.0000	LIQUID IRON SALTS	6,450.12
003.8110.0400.0001	OTHER EXPENSE-PROFES...	600.00
003.8110.0401.0000	UTILITIES	2,466.65
003.8110.0405.0000	BUILDING MAINTENANC...	39.60
003.8110.0435.0000	PAYMENTS OTHER CO...	4,388.61
003.8110.0445.0000	TECHNOLOGY/INTERNET...	548.68
003.8110.0446.0000	RECLAIM WATER PS	588.00
005.5110.0402.0023	2023 Annual Paving CHI...	1,685.12
005.8110.0401.0019	2019 WWTP EXPANSION	676,010.27
	Grand Total:	1,157,131.45

Project Account Summary

Project Account Key	Payment Amount
None	481,121.18
005811004010019	676,010.27
	Grand Total:
	1,157,131.45

1. MONTHLY REPORTS

RESOLUTION 23-

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. **WATER BOARD RECOMMENDATION-SAMUEL BROWN-214 BROOKS ST.**

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

WHEREAS, Samuel Brown, 214 Brooks St., Oneida, NY- Account No. 16-018001-00 requested a Due Process Hearing to avoid termination of water services on August 15, 2023; **and**

WHEREAS, the Common Council approved to suspend termination of water services at the Due Process Hearing until a recommendation was rendered by the City of Oneda Water Board at the next Water Board meeting on September 12, 2023; **and**

WHEREAS, Samuel Brown appeared before the Water Board on September 12, 2023, to seek an adjustment to his June 2023 water bill; **and**

WHEREAS, the City of Oneida Water Board hereby recommends to the Common Council that the June 2023 water bill be adjusted in accordance with the Leak Adjustment Policy; **now therefore be it**

RESOLVED, that Samuel Brown, 214 Brooks St., Oneida, NY, Account No. 16-018001-00, pay \$1,488.04 in full on or before October 31, 2023, which represents all amounts due on account 16-018001-00 (\$1,213.07 adjusted June bill and \$274.97 current bill), or the Water Department is hereby authorized to terminate water service to 214 Brooks St., Oneida, NY 13421.

Ayes:

Nays:

MOTION CARRIED

CITY OF ONEIDA

WATER DEPARTMENT



John Monaghan, Water Superintendent
Commissioners:
Sandra Hicks, Chairwoman
Mary Parry
Kathy Erdo
Rex Niles
Dave Cimpi
Brodi Oatman, Clerk

109 N. Main Street
Oneida NY 13421

Tel.: (315) 363-1490
Fax: (315) 363-9558

jmonaghan@oneidacityny.gov

September 13, 2023

Samuel Brown

P.O. Box 3791

Syracuse, NY 13220

Re: Leak Adjustment Request: 214 Brooks St., Account No. 16-018001-00

Dear Mr. Brown:

This letter will serve to notify you that the Water Board recommended to approve your leak adjustment request on September 12, 2023. This now will be presented to the Common Council on Tuesday, September 19, 2023, at 6:30 p.m. in Common Council Chambers for their consideration.

Below is the determination from the Water Board:

Item No. 1: Consider Leak Adjustment-214 Brooks St.

Samuel Brown requested a leak adjustment for his June 2023 bill (period of February 2, 2023-May 2, 2023) of \$2,213.61, which was due on June 30, 2023. On May 9, 2023, Mr. Brown was sent a letter about a high meter reading at 214 Brooks Street to his PO box, Mr. Brown is the owner of 214 Brooks Street but does not live there. A late notice was sent to Mr. Brown's PO box on July 11, 2023, and the turn off notice was again sent to the PO box for Mr. Brown and posted on the residence at 214 Brooks Street on July 25, 2023.

The leak adjustment paperwork was filled out late and was received by the Water Department on July 25, 2023, after the turn off notice was posted at 214 Brooks Street. The Leak Adjustment Policy is attached. Mr. Brown was advised that he would need to request a Due Process Hearing to prevent his water service from being terminated. Attached is a copy of the resolution from the August 15, 2023, Due Process Hearing. A letter was also sent to Mr. Brown to notify him of the September 12, 2023, meeting of the Water Board.

CITY OF ONEIDA

WATER DEPARTMENT



John Monaghan, Water Superintendent
Commissioners:
Sandra Hicks, Chairwoman
Mary Parry
Kathy Erdo
Rex Niles
Dave Cimpi
Brodi Oatman, Clerk

109 N. Main Street
Oneida NY 13421

Tel.: (315) 363-1490
Fax: (315) 363-9558

jmonaghan@oneidacityny.gov

RESOLVED, to recommend the approval of the leak adjustment request from Samuel Brown to the Common Council for \$1,213.07 for 214 Brooks St., Account No. 16-018001-00.

Motioned by Commissioner Niles

Seconded by Commissioner Hicks

If you have any questions, please feel free to call or email me, and I will be happy to assist you. Sincerely,

John Monaghan

Water Superintendent

DUE PROCESS HEARING-WATER/SEWER BILLS
Samuel Brown-214 Brooks St., Oneida, NY 13421

RESOLUTION 23-153

Moved by Councilor Simchik
Seconded by Councilor Pagano

WHEREAS, in accordance with Article XIX of the City of Oneida Water Department Rules and Regulations, titled "Termination of Service," the Common Council will, upon receipt of a written request submitted to the Water Superintendent, conduct a Due Process Hearing prior to terminating a customer's water service, **and**

WHEREAS, Samuel Brown / 214 Brooks St. / 16-018001-00 properly requested a Due Process Hearing before the Common Council to contest the Water Department's decision to terminate his/her/their water service, **and**

WHEREAS, a Due Process Hearing was thereafter timely held on August 15, 2023, by the City of Oneida Common Council, **and**

WHEREAS, Samuel Brown / 214 Brooks St., appeared before the Common Council at the aforementioned Due Process Hearing, **now therefore be it**


RESOLVED, that the following action has been approved by the Common Council:

NAME:	Samuel Brown	
ADDRESS:	214 Brooks St.	
ACCOUNT #:	16-018001-00	
BILL DATES:	1/1/17-8/15/23	AMOUNT: \$ 2,213.61

ACTION BY COUNCIL: Suspend termination of Water Service
Until October 30, 2023, pending appearance
before the Water Board on September 12,
2023

Ayes: 6
Nays: 0
MOTION CARRIED

I, Sandra LaPera, Clerk of the City of Oneida and ex-officio Clerk of the Common Council, do hereby certify that the above is a true and accurate copy of a Resolution approved at a regular meeting of the Common Council held on 8/15/23.


Sandra LaPera, City Clerk

John Monaghan
Water Superintendent
JMonaghan@oneidacityny.gov

CITY OF ONEIDA
WATER DEPARTMENT

109 N. Main St.
Oneida NY 13421
315-363-1490



Leak Adjustment Request

I hereby request the City of Oneida Water Department Adjust the Water/Sewer Bill at the following location:

NAME: Samuel Brown
ACCT. #: 16-018001-00
ADDRESS: 214 Brooks St.
CITY/TOWN/VILLAGE: Oneida, NY

Describe Leak: Replaced Water Heater, overall bill jumped from sub \$200 quarterly to over \$2000 this last quarter, unexpectedly. Any help would be greatly appreciated, this is way more than I can afford & now I have a turn-off notice due to the cost!

Date Leak discovered: 5/22/23 Date Leak Repaired: 5/30/23
Attach Copy of supporting documents.

To attest by signature, to the best of my knowledge, that the information provided is correct, true, and complete.

SIGNED: [Signature] DATE 7/25/23
Property Owner

Action Taken on Request

SIGNED: _____ DATE / /
Water Superintendent

Leak Adjustment Request

Name: Samuel Brown
 Acct. #: 16-018001-00
 Address: 214 Brooks Street
 City/Town/Village: Oneida

Date of Request: 7/25/2023 Meets Deadline? Yes No

This Quarter Consumption: 194 Quarter: Jun-2023

Previous 8 Quarters

1)		14
2)		11
2)		12
4)		9
5)		4
6)		15
7)		15
8)		14
Average		11.75
200% Normal Use		23.5
Maximum		15

Meets Minimum Yes No

Underground Leak Adjustment

	Adjusted To		Use
	Water	Sewer	
Not Entered Sewer System	75	15	<input type="checkbox"/>
Entered Sewer System	75	75	<input type="checkbox"/>

Leakage within Premises

	Adjusted To		Use
	Water	Sewer	
Not Entered Sewer System	105	15	<input type="checkbox"/>
Entered Sewer System	105	105	<input checked="" type="checkbox"/>

New Bill Amount	Consumption	Bill Amount	After Due	
			Date	
Water	105.0	\$ 402.25	\$	442.48
Sewer	105.0	\$ 700.54	\$	770.59
Total		\$ 1,102.79	\$	1,213.07

_____ 9, 13, 23.
Water Superintendent Date

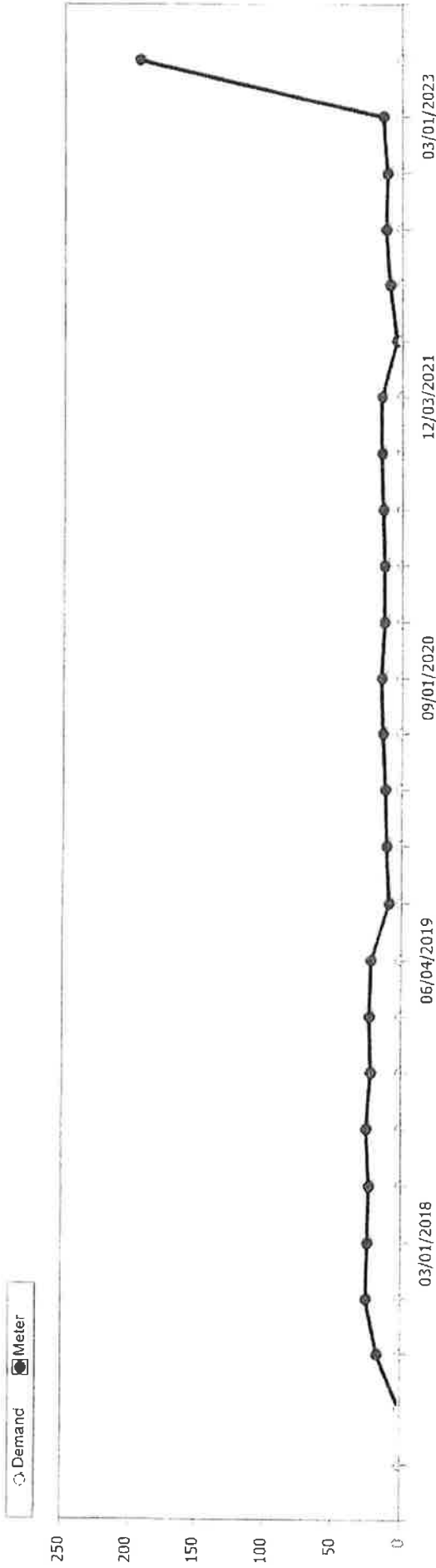
No Leak Adjustment to Account until after Jun-2027



Oneida, NY

Consumption History Report

Account: 16-018001-00 Service Address: 214 Brooks St. Service Category: W - Water
 Meter Number: 95379758 Name: Samuel Brown



2019	9	8/30/2019	1,456	1,465	9	9	0
	5	6/4/2019	1,434	1,456	22	22	0
	2	3/1/2019	1,411	1,434	23	23	0
2018	11	12/1/2018	1,389	1,411	22	22	0
	8	9/1/2018	1,364	1,389	25	25	0
	5	6/1/2018	1,341	1,364	23	23	0
	2	3/1/2018	1,317	1,341	24	24	0
2017	11	12/1/2017	1,292	1,317	25	25	0
	8	9/1/2017	1,275	1,292	17	17	0
	5	6/1/2017	0	0	0	0	0
	2	3/1/2017	0	0	0	0	0



CITY OF ONEIDA
 WATER DEPARTMENT
 109 N MAIN ST
 ONEIDA, NY 13421
 (315) 363-1490

CURRENT BILL

Service	Meter Reading		Usage	Amount
	Previous	Present		
PREVIOUS BALANCE:				2,213.61
METER SWAP	1,831	1,845	14	0.00
WATER 100 cu ft		10	24	106.60
SEWER				168.37

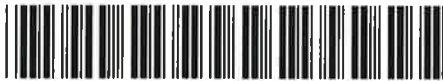
\$214.97 <

Account Number	Amount Due
16-018001-00	\$2,488.58
Due Date	After Due Date Pay
9/30/2023	\$2,516.08
Service From	Service To
5/2/2023	8/2/2023
Service Address	
214 Brooks St.	

Bills can be paid online by visiting www.oneidacityny.gov
 If paying from your banks online service please note
 it takes 2 to 3 business days for us to receive payment.

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Please return this portion with your payment. When paying in person, please bring both portions of this bill.



Make check payable to City Chamberlain.

After Due Date Pay	Due Date	AMOUNT DUE
\$2,516.08	9/30/2023	\$2,488.58
Status	Account Number	
Active	16-018001-00	

Service From
5/2/2023
Service To
8/2/2023

Service Address
214 Brooks St.
Name
Samuel Brown

CITY OF ONEIDA
 WATER DEPARTMENT
 109 N MAIN ST
 ONEIDA, NY 13421



CITY OF ONEIDA
 WATER DEPARTMENT
 109 N MAIN ST
 ONEIDA, NY 13421

ADDRESS SERVICE REQUESTED

UTILITY BILL

PRESORTED
 FIRST CLASS MAIL
 US POSTAGE
 PAID
 PERMIT NO. 182

Samuel Brown
 PO Box 3791
 Syracuse, NY 13220

WATER BOARD MEETING
Tuesday, September 12, 2023
3:30 P.M.
COMMON COUNCIL CHAMBERS

Roll call was answered by: Chairwomen Hicks, Commissioner Niles

Absent: Commissioner Erdo

Others Present: John Monaghan, Water Superintendent; Brodi Oatman, Clerk of the Board,
Samuel Brown, 214 Brooks St

Arrived Late Commissioners Parry, Cimpi at 3:35pm

The meeting opened at: 3:35 pm by John Monaghan

Motioned by: Commissioner Niles

Seconded by: Commissioner Parry

Resolved, to approve Water Board minutes of May 9, 2023

Ayes: 4

Nays: 0

Absent: 1

Motion Carried

Item 1: Consider Leak Adjustment -214 Brooks St

Samuel Brown is asking for a leak adjustment for the June 2023 bill = \$2,213.61, which was for 2/2/23-5/2/23 due on June 30, 2023, which on May 9, 2023, he was sent a letter about a high read notice for the consumption. Then the late notice was sent on July 11, 2023, then the cut off notice was sent and posted on July 25, 2023. The leak adjustment was received it July 25, 2023, after the cut off notice was posted. The policy is attached on the leak adjustment. He had to request a Due Process Hearing, so his water did not get shut off. The resolution is attached. A letter was sent to Samuel to notify him of the Water Board meeting on September 12, 2023.

Samuel spoke on his behalf that this is a rental property, it has one main house and a small house on it. He stated that he did not know about the water being shut off for non- payment of his bill until the house was posted, as he travels a lot for his job and dose not check his mail on a regular basis. Commissioner Parry stated that we did our job and sent the letters, that they were never responded to, and his history on payments are not good looking back at them, again he stated that he does not get his mail on regular basis. Commissioner Parry stated you can pay online. Samuel stated you must know your last amount paid, and John the Water Superintendent said it's a simple phone call to the office and we can tell you. John stated this all could have been avoided if you just answered your letters that we sent out.

Resolved, The Water Board Recommended approving the leak adjustment for \$1,213.07. for 214 Brooks Street, which will go to Common Council on September 19, 2023 @ 6:30.

Motioned by: Comm. Niles
Seconded by: Comm. Sandra

Ayes:4
Nays:0
Absent:1

Motion Carried


Motion to Adjourn: Comm. Niles
Seconded by: Comm. Parry

Ayes: 4
Nays: 0
Absent:1

Motion Carried

The City of Oneida Water Board adjourned at: 4:05pm

Respectfully submitted,



Brodi Oatman
Clerk of the board

*City of Oneida Water Department
Leak Adjustment Policy
Adopted November 7, 2007 Resolution 07-265
With Proposed Changes January 15, 2020
ADOPTED BY THE COMMON COUNCIL FEBRUARY 4, 2020*

City of Oneida Leak Adjustment Policy

The purpose of this policy is to provide a basis for The City of Oneida to adjust high bills caused by leaks causing abnormally high water usage in water lines or equipment on customers' property that the customer could not reasonably have known about with normal diligence. The reason for providing a policy for reducing these bills is to relieve possible financial hardship on residents and businesses. (*Abnormally high water usage is defined for the purposes of this policy as 200% increase over normal use*)

Threshold Considerations

The Water Superintendent shall not consider or approve any adjustment to water or sewer bills unless an actual physical leak caused the abnormally high water usage for which an adjustment in the bill is requested, and the leak is located, documented, and repaired. Leak adjustments to water and sewer bills will be considered when all of the following threshold conditions have been met:

- Water use volume is 200 % or greater than normal use, or the previous full billing period if no history exists. (*Normal use is defined for the purposes of this policy as the average of the previous 8 quarters usage history*)
- Customer requests adjustment in writing to the Water Superintendent not less than five (5) business days prior to due date. (*e.g.: If due date is Friday September 28th then request must be in the physical water office on or before Friday September 21st*). This request must state the nature of the leak, be accompanied by documentary evidence that repairs have been performed (e.g., itemized receipt for repair materials if purchased), and attested by signature of the customer. When a plumber performs the repair work, the customer must provide a billing invoice from the plumber stating the nature of the leak; the repairs performed, and itemized receipts for repair materials.
- Customer has not received an adjustment within the last 48 months **and all previous charges have been brought current**.
- Adjustments will be for residential and commercial customers only.

Bills will be adjusted in the following manner:

1. Adjustments will be limited to one quarter billing period.
2. If the leakage occurred from an underground, subterranean leak between a meter pit and the premises: (*Water lines in crawl spaces and other hidden areas within a premises shall be construed as leakage within their premises even though a customer may not be aware of a leak. This includes lines exiting the principle building after the meter.*)
 - A. If leak is shown not to have entered the sewer system, the sewer charge will be waived for that portion above the highest use in the previous eight (8) quarters usage history **prior to the beginning of the leak**.

*City of Oneida Water Department
Leak Adjustment Policy
Adopted November 7, 2007 Resolution 07-265
With Proposed Changes January 15, 2020
ADOPTED BY THE COMMON COUNCIL FEBRUARY 4, 2020*

- B. If leak is shown to have entered the sewer system, the sewer charge will be adjusted by reducing the bill by 2/3 of the amount above the highest use in the previous eight (8) quarters usage history **prior to the beginning of the leak.**
 - C. The water charge will be adjusted by reducing the bill by 2/3 of the amount above the highest use in the previous eight (8) quarters usage history **prior to the beginning of the leak.**
3. If the leakage occurred within the premises:
- A. If leak can be verified as not having entered the sewer system, the sewer charge will be waived for portion above the highest use in the previous eight (8) quarters usage history **prior to the beginning of the leak.**
 - B. If leak is shown to have entered the sewer system, the sewer charge will be adjusted by reducing the bill by 50 % of the amount above the highest use in the previous eight (8) quarters usage history **prior to the beginning of the leak.**
 - C. The water charge will be adjusted by reducing the bill by 50 % of the amount above the highest use in the previous eight (8) quarters usage history **prior to the beginning of the leak.**
4. The determination of whether an adjustment is granted shall be made by the Water Superintendent, in conformance with this policy. The adjustment will be turned over to the billing clerk for adjustment and notification to the property owner.
5. The Water Board will hear appeals of determinations by the Water Superintendent. Such appeals shall be in writing and state the reason for the appeal. Appealed determinations of whether an adjustment is granted shall be made by the Water Board, in conformance with this policy. The determination of the Water Board shall be final.

3. BUDGET TRANSFERS/AMENDMENTS

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

	<u>To</u>	<u>From</u>
2023 Budget Adjustments		
\$ 5,200.00	001.9785.0600.0004 Vehicle Lease - Codes	001.0001.0889.0000 General Fund Vehicle Reserve

To allocate funds to lease agreement for Codes Dept. approved 9/5/23

\$ 30,000.00	001.3410.0102.0000 Fire Overtime	001.0022.2680.0000 Insurance Recovery
\$ 30,000.00	001.3410.0101.0000 Fire Salaries	001.0022.2680.0000 Insurance Recovery

To re-allocate funds from workers compensation 207A Fire Dept reimbursement to cover overtime & regular shifts

\$ 20,000.00	001.1420.0410.0000 Legal- Law Litigation	001.0001.0912.0000 General Fund Balance
\$ 20,000.00	001.1420.0411.0000 Legal- Labor Services	001.0001.0912.0000 General Fund Balance

To allocate funds to cover legal expenses for 2023

\$ 35,000.00	001.3120.0102.0000 Police Overtime	001.0001.0912.0000 General Fund Balance
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To allocate funds to cover Police overtime expenses for 2023

Ayes:

Nays:

MOTION CARRIED

4. **A RESOLUTION TO IMPLEMENT A CLIMATE SMART COMMUNITY TASK FORCE AND APPOINT A CLIMATE SMART COMMUNITY COORDINATOR**

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

WHEREAS, the City of Oneida adopted the New York State Climate Smart Communities Pledge by Resolution on February 6, 2014; **and**

WHEREAS, the City of Oneida wishes to obtain Certification under the Climate Smart Communities (CSC) Program by taking proactive steps towards reducing greenhouse gas emissions and adapting to climate change; **and**

WHEREAS, a Climate Smart Community Task Force serves as a central body of leadership that promotes and supports climate change mitigation and adaptation strategies within the community and will act as an advisory group to the municipality on any community issues related to climate change; **and**

WHEREAS, the CSC Task Force will meet at least twice a year and maintain meeting minutes and attendance records for each meeting; **and**

WHEREAS, the CSC Task Force will consist of community members, municipal representatives, and other relevant stakeholders; **and**

WHEREAS, a CSC Coordinator is responsible for convening and managing the task force as Chair, serving as a liaison between the CSC task force and the chief executive officer and other officials, and interfacing with the New York State Department of Environmental Conservation on the CSC program as needed, **now therefore be it**

RESOLVED that a Climate Smart Community Task Force be initiated with the initial membership list below; **and it is further**

RESOLVED that the City of Oneida appoints Christopher Henry of the City of Oneida's Director of Planning and Development as the Climate Smart Community Coordinator.

Initial Membership List for CSC Task Force:

NAME	AFFILIATION
Christopher Henry	City of Oneida
Randy Hirschey	City Resident

Ayes:

Nays:

MOTION CARRIED

5. AGREEMENT-WILLIAM DIPAULO, INC. D/B/A ENTERTAINMENT SERVICES-KALLET CIVIC CENTER

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize the Mayor to sign a Facilities Management Agreement with William DiPaolo, Inc. D/B/A Entertainment Services, 606 N. Madison St., Rome, NY 13440 for services at the Kallet Civic Center, 159 Main Street, Oneida, NY 13421 for a three-year term.

Ayes:

Nays:

MOTION CARRIED

FACILITY MANAGEMENT AGREEMENT

BETWEEN

CITY OF ONEIDA

AND

WILLIAM DI PAOLO, INC.



AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is dated as of the ____ day of _____, 202__, by and between the City of Oneida, a municipal corporation duly organized and existing under the laws of the State of New York ("City"), and William DiPaolo, Inc., a New York corporation, D/B/A "Entertainment Services," with offices located at 606 North Madison Street, City of Rome, County of Oneida, State of New York ("Entertainment Services").

WITNESSETH:

The City is the owner of a community center facility, known generally as the "Kallet Civic Center," located at 157-161 Main Street, in the City of Oneida, County of Madison ("Kallet").

The City desires to engage Entertainment Services, and Entertainment Services desires to accept such engagement, to provide management services for the Kallet on the terms and conditions set forth herein. The City intends to work in mutual accord with Entertainment Services in order to ensure the provision of high-quality management services, thereby enhancing the use and enjoyment of such facility.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms have the meanings referred to in this Section 1:

"Affiliate": A person that directly or indirectly controls or is controlled by, or is under common control with, a specified person. For purposes of this definition, "control" means ownership of equity securities or other ownership interests that represent more than 50% of the voting power in the controlled person.

"Capital Equipment" and "Capital Improvements": Any and all furniture, fixtures, machinery or equipment, either additional or replacement, and any and all building additions, alterations, renovations, repairs or improvements.

"Fiscal Year": The fiscal year of the City of Oneida, presently the calendar year period beginning January 1 and ending December 31.

"Laws": All federal, state, local and municipal regulations, ordinances, statutes, rules, laws, common laws, and constitutional provisions.

“Management Term”: As defined in Section 3.1 hereof.

“Renewal Term”: The additional period for which this Agreement may be renewed in accordance with Section 3.2 hereof beyond the Management Term.

2. ENGAGEMENT OF ENTERTAINMENT SERVICES

2.1 The City hereby engages Entertainment Services, on an exclusive basis, and as agent for City, to manage, operate, and promote the Kallet during the Management Term, which shall include the Renewal Term, if any, and Entertainment Services hereby accepts such engagement. In such capacity, Entertainment Services shall have exclusive authority over the day-to-day operation of the Kallet and all activities therein, including, but not limited to, food and beverage; provided that Entertainment Services shall follow all policies and guidelines of the City hereafter reasonably established or modified by the City that the City notifies Entertainment Services in writing are applicable to the Kallet. Without limiting the generality of the foregoing, the services to be provided by Entertainment Services shall include those described on Exhibit “A” attached hereto and incorporated herein to be a part of this Agreement. In the event that the City shall be required to be a co-licensee with Entertainment Services on such liquor licenses as may be necessary for use at the Kallet, the Mayor shall designate individuals who shall be named on the liquor license on behalf of the City. Entertainment Services shall at all times bear sole responsibility for and execute all management activities related to food and beverage sales and operations at the Kallet, including, but not limited to, the acquisition and distribution of alcohol and supervision of serving and sales staff. As provided for in Section 7 of this Agreement (“Entertainment Services Employees”), among other things, Entertainment Services shall be responsible for the hiring and firing of any personnel, specifically including those who handle food and beverage sales and operations at the Kallet.

2.2 Representatives of the City shall have the right to enter all portions of the Kallet to inspect same, to observe the performance of Entertainment Services of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to Entertainment Services and to minimize any interference with or disruption of Entertainment Services’ work under this Agreement. Nothing contained in this Section (i) is intended or shall be construed to limit any other rights of the City under this Agreement nor (ii) shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

2.3 Approval of the City. To the extent that the approval of the City is required under the terms of this Agreement, the approval of the City of Oneida Common Council shall constitute the approval of the City.

3. MANAGEMENT TERM AND RENEWAL TERM

3.1 The Management Term of this Agreement shall commence on _____, 2024 and end at midnight on December 31, 2026, unless earlier terminated pursuant to the provisions of this Agreement.

3.2 The parties may agree to extend the term hereof for an additional 5-year period commencing January 1, 2027, and ending December 31, 2031 (the "Renewal Term") on terms mutually agreed to by them not less than ninety (90) days prior to the end of the Management Term.

3.3 In any event, the City may terminate this Agreement without penalty effective upon the third anniversary of either (1) the commencement date of the Management Term or (2) the commencement date of the Renewal Term. If the City intends to terminate this Agreement pursuant to this provision, it will do so upon one-hundred-twenty (120) days prior written notice.

4. CONSIDERATION

As consideration to the City for use of the Kallet, Entertainment Services shall pay the City during the Management Term and Renewal Term, if any, an amount equivalent to Eight Percent (8%) of the gross rentals, which shall include marquee rentals, and Five Percent (5%) of the net concession sales. Such amount shall be payable monthly, on or before the last day of each month, in accordance with the monthly financial statements prepared by Entertainment Services. Entertainment Services shall be solely responsible for the collection and payment of sales tax on goods and services rendered.

5. CAPITAL EQUIPMENT; CAPITAL IMPROVEMENTS

5.1 Capital Equipment; Capital Improvements

Two Dollars (\$2.00) from every ticket sold shall be deposited into a Capital Improvement Fund, which shall be established and maintained by the City of Oneida Comptroller. Such payment shall occur monthly, on or before the last day of each month, following report by Entertainment Services for the preceding month. The obligation to pay for, and authority to perform, direct and supervise Capital Equipment and Capital Improvements purchases shall remain with the City. The annual plan submitted pursuant to Section 6.2 shall include Entertainment Services' recommendation for Capital Equipment and Capital Improvements purchases to be accomplished during the year and shall be accompanied by an estimate of the cost of all such items and projects. The City shall retain the discretion to determine whether and to what level to fund Capital Equipment and Capital Improvements purchases.

5.2 Limitation of Entertainment Services Liability

Except for as explicitly provided herein, Entertainment Services shall have no obligation to fund any cost, expense or liability with respect to the design, development, construction, or maintenance of the Kallet.

6. RECORDS, AUDITS, AND REPORTS

6.1 Records and Audits

Entertainment Services shall keep full and accurate accounting records relating to its activities at the Kallet and shall provide the City monthly financial statements. Entertainment Services shall give the City's authorized representatives, including but not limited to the City Comptroller, access to such books and records maintained at the Kallet during reasonable business hours and upon reasonable advance notice. Entertainment Services shall keep and preserve for at least three (3) years following each Fiscal Year all sales slips, purchase orders, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of revenues for such period. Additionally, Entertainment Services shall deliver to the City annual financial statements within ninety (90) days after the close of each Fiscal Year with a statement that they were prepared in accordance with generally accepted accounting principles.

The City shall have the right to conduct an audit of any annual report delivered in connection with this Section 6.1 and/or any annual report delivered hereunder.

6.2 Annual Plan

During the Management Term and the Renewal Term, if any, Entertainment Services shall provide the City information regarding requested Capital Equipment and Capital Improvements purchases, and anticipated budgets therefor. The annual plan shall be subject to review, revision and approval by the City.

6.3 Annual Reports

During the Management Term and the Renewal Term, if any, Entertainment Services shall provide annual reports to the City no later than thirty (30) days after the end of the Fiscal Year in a form satisfactory to the City's Comptroller and Common Council.

7. ENTERTAINMENT SERVICES' EMPLOYEES

7.1 During the Management Term and the Renewal Term, if any, Entertainment Services shall select, train and employ at the Kallet such number of employee(s) as Entertainment Services deems necessary or appropriate to satisfy its responsibilities hereunder, and Entertainment Services shall have authority to hire, terminate and discipline any and all personnel working at the Kallet, including without limitation personnel involved in food and beverage at the Kallet.

7.2 Entertainment Services' employees at the Kallet shall not for any purpose be considered to be employees of the City, and Entertainment Services shall be solely responsible for their supervision and daily direction and control and for setting, and paying their compensation (including federal, state and local income tax withholding) and any employee benefits.

8. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

8.1 Entertainment Services covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the City, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Entertainment Services if self-employed, Entertainment Services' employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable

attorneys' fees, whether incurred as the result of a third party claim or to enforce this Agreement: arising out of or resulting directly or indirectly from a breach of this Agreement by Entertainment Services, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of negligence, gross negligence or willful misconduct on the part of Entertainment Services.

8.2 The City covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, Entertainment Services, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death or for invasion of person or property rights, of every name and nature arising out of or resulting directly or indirectly from a breach of this Agreement by the City, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of negligence, gross negligence or willful misconduct on the part of the City.

8.3 The indemnity obligations of the parties hereunder shall survive the expiration or termination of this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER BASED UPON BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE, AND EACH PARTY'S LIABILITY FOR DAMAGES OR LOSSES HEREUNDER SHALL BE STRICTLY LIMITED TO DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY THE OTHER PARTY.

9. INSURANCE

Entertainment Services shall secure and deliver to the City Attorney prior to the commencement of the Management Term hereunder and shall keep in force at all times during the Management Term and the Renewal Term, if any, a commercial general liability insurance policy and such other insurance policies as are described in Exhibit "B" hereto, incorporated and made a part of this agreement. Entertainment Services shall make the City an additional insured on such policies as set forth in Exhibit "B", including, but limited to, liquor liability insurance.

10. ASSIGNMENT

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto.

11. TERMINATION

11.1 Termination upon Default

Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof from the other party. In the

event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the sixty (60) day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default.

In addition, the City shall have the right to Terminate for Default upon 10 days written notice for the following reasons; Entertainment Services shall (a) admit in writing its inability to pay its debts as they become due; (b) file a petition for Bankruptcy or for reorganization or arrangement under the Bankruptcy code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in Bankruptcy against it which is not contested and discharged within 60 days or (c) make an assignment for the benefit of creditors, or (d) consent to an appointment of a trustee or receiver for all or a major portion of its property, or (e) be adjudicated a Bankrupt or insolvent under any Federal or State law or (f) suffer the entry of a Court Order under any Federal or State Law appointing a receiver or trustee for all or a major portion of its property or ordering the winding up or liquidation of its affairs or approving a petition filed against it under the Bankruptcy code, as now or in the future amended, which order, if not consented to by it shall not be vacated, denied, set aside or stayed within 60 days of its entry.

The City shall also have the right to Terminate for Default based upon the misappropriation by Entertainment Services or its employees of any funds belonging to the City that are in Entertainment Services' possession or control, including without limitation monies from any capital fund, which shall be non-curable breach, unless at the sole election of the City, the City allows Entertainment Services to cure the breach. Entertainment Services agrees to carry Fidelity Insurance in the City's favor to make it whole in the event of such a breach.

Upon Termination for Default, or non-curable breach, the parties shall have all rights and remedies available at law and equity.

11.2 Effect of Termination or Expiration.

In the event this Agreement expires or is terminated, Entertainment Services shall promptly pay the City any and all owed as of the date of expiration or termination (the fees described in Section 4). Upon termination or expiration, all further obligations of the parties hereunder shall terminate except for the obligations that are expressly intended to survive the termination or expiration of this Agreement.

11.3 Surrender of Premises

Upon termination or expiration of this Agreement, Entertainment Services shall surrender and vacate the Kallet upon the effective date of such termination or expiration. The Kallet and all equipment and furnishings shall be returned to the City in good repair, reasonable wear and tear excepted, to the extent funds were made reasonably available therefor by the City. All reports, records, including financial records, and documents maintained by Entertainment Services relating to this Agreement other than materials containing Entertainment Services' proprietary information or property shall be immediately surrendered to the City by Entertainment Services upon termination or expiration.

12. CITY RESPONSIBILITIES

12.1 Routine Maintenance and Repair

The City shall perform and furnish such facility maintenance services and systems as are appropriate or necessary to maintain and operate the Kallet. Notwithstanding the foregoing, Entertainment Services shall perform maintenance and repairs, such as cleaning and snow removal, as is necessary to host events at the Kallet.

12.2 Provision of Utilities to the Kallet

The City shall provide all necessary heat, steam, and chilled water, as well as light and power usage, and shall pay all charges therefor.

13. MISCELLANEOUS

13.1 Use of Kallet at Direction of City

(a) The City shall have the right to use the Kallet or any part thereof, upon reasonable advance notice and subject to availability, for such purposes as meetings, seminars, training classes or other uses without the payment of any rental or use fee, except that direct out-of-pocket expenses incurred in connection with such uses shall be paid by the City.

(b) The City shall not schedule use of the Kallet pursuant to subparagraph (a) above if such use will conflict with paying events booked by Entertainment Services and shall in all instances be subordinate thereto in terms of priority of use of the Kallet.

13.2 Certain Representations and Warranties

(a) The City represents and warrants to Entertainment Services the following: (i) all required approvals have been obtained, and the City has full legal right, power and authority to enter into and perform its obligations hereunder, (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement to which the City is a party, including, without limitation, the Agreement.

(b) Entertainment Services represents and warrants to the City the following: (i) all required approvals have been obtained, and Entertainment Services has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by Entertainment Services and constitutes a valid and binding obligation of Entertainment Services, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

13.3 Certain Other Provisions

(a) Cooperation.

The parties desire to cooperate with each other in the management and operation of the Kallet pursuant to the terms hereof. In keeping with this cooperative spirit and intent, any dispute arising hereunder will first be referred to the parties' respective agents or representatives prior to either party initiating a legal suit, who shall endeavor in good faith to resolve any such disputes within the limits of their authority and within sixty (60) days after the commencement of such discussions. If and only if any dispute remains unresolved after such sixty day period, then either party may initiate litigation and/or terminate this Agreement.

(b) No Partnership or Joint Venture.

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and Entertainment Services.

(c) Entire Agreement; Amendments.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified, or amended in whole or in part, except in a writing executed by each of the parties hereto.

(d) Force Majeure.

No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

(e) Binding upon Successors and Assigns.

This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

(f) Notices.

Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, or (c) on the fifth day following mailing by certified or registered mail,

return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to the City, to:

Helen B. Acker, Mayor
City of Oneida Municipal Building
109 North Main Street
Oneida, New York 13202

With a copy to:

Office of the City Attorney
City of Oneida Municipal Building
109 North Main Street
Oneida, New York 13202

If to Entertainment Services, to:

William DiPaolo, Inc.
Attn:
606 North Madison Street
Rome, New York 13440

(g) Governing Law; Counterparts.

This Agreement will be governed by and construed in accordance with the internal Laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

(h) Severability.

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

(i) Non-Waiver.

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

(j) Governmental Compliance.

Nothing in this Agreement shall require Entertainment Services to undertake any compliance activity to meet requirements under any Law, nor shall Entertainment Services have any liability under this Agreement therefor, if such activity requires any Capital Improvements or Capital Equipment purchases, unless the City provides funds for such Capital Improvements and Capital Equipment purchases. Except for the foregoing and subject to available funding, Entertainment Services shall operate the Kallet in compliance with all applicable Laws.

(k) The parties agree to comply with all applicable Laws.

(signature page follows)

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

City of Oneida ("City")

By:

Name: Helen B. Acker

Title: Mayor

William DiPaolo, Inc.

By:

Name: _____

Title: _____

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the _____ day of _____, in the year 202__, before me, the undersigned, 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 the within instrument and acknowledged to me that she executed the same in her capacity as **Mayor of the City of Oneida**, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By _____

Notary Public

Appointed in Madison

County

My Commission Expires ___ / ___ / ___

STATE OF NEW YORK)

) SS.:

COUNTY OF _____)

On the ___ day of _____, in the year 202__, before me, the undersigned, personally appeared **William DiPaolo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as _____ of **William DiPaolo, Inc.** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By _____

Notary Public

Appointed in Madison

County

My Commission Expires ___ / ___ / ___

EXHIBIT "A"

Services

Entertainment Services shall perform and furnish such management services and systems as are appropriate or necessary to operate, manage and promote the Kallet. Without limiting the generality of Section 2.1 of this Agreement, Entertainment Services shall have, without (except as otherwise expressly noted below) any prior approval by the City, sole right, authority and obligation to:

- (a) Employ, supervise and direct employees and personnel consistent with the provisions of this Agreement.
- (b) Provide or cause to be provided, through itself and/or one or more of its Affiliates and/or third party subcontractors, booking services, catering and concession services, decorating services, and all other services in connection with the management, promotion and operation of the Kallet.
- (c) Negotiate, execute, deliver and administer any and all licenses, booking commitments, advertising and sponsorship agreements, catering and concession agreements, decorating agreements, supplier agreements, service contracts and all other contracts and agreements in connection with the management, promotion and operation of the Kallet, provided that if any such license, agreement, commitment or contract other than those involving the license, lease or rental of any of the Kallet (or any portion thereof) in the ordinary course has a term that extends beyond the remaining Management Term, such license, agreement, commitment or contract shall be approved in advance by the City (which approval shall not be unreasonably withheld).
- (d) Establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Kallet to be negotiated by Entertainment Services in the course of its management, operation and promotion of the Kallet.
- (e) Maintain the Kallet in the condition received, reasonable wear and tear excepted; provided that the City shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases as provided in Section 5.
- (f) After consultation with the City Attorney or her designee, institute as agent for the City and at the reasonable expense of the City, with counsel selected by Entertainment Services and the City, such legal actions or proceedings as Entertainment Services shall deem necessary or appropriate in connection with the operation of the Kallet, including, without limitation, to collect charges or other revenues due to the City or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default there under by any licensee, user, advertiser, or concessionaire at the Kallet. The City reserves the right, at its sole option, to use the services of the City Attorney rather than jointly selected

counsel.

(g) Provide day-to-day administrative services in support of its management activities.

(h) Engage in such advertising, solicitation, and promotional activities as Entertainment Services deems necessary or appropriate to develop the potential of the Kallet and the cultivation of broad community support. It is expressly agreed that Entertainment Services shall cooperate with the City to facilitate the application and implementation of any plans or proposals that are part of the City's Downtown Revitalization Initiative. In connection with its activities under this Agreement, Entertainment Services shall be permitted to use the terms "Kallet" and logos for such names in its advertising. However, the City shall retain the right to disallow such activities and advertising and the use of its logos.

(i) Establish a security plan and program for the Kallet, and cooperate as necessary with local Fire and Police Departments in public safety emergencies.

(j) Perform and furnish all management services, labor and materials needed to operate, supervise, manage, and maintain the Kallet in a commercially sound and efficient manner in all aspects, including efficiency, quality, maintenance, safety, security, sanitation, advertising, marketing, community relations, and concessions.

(k) An inventory of personal property, including but not limited to office equipment, furniture, displays and similar tangible property located at the Kallet is attached to the Agreement and incorporated therein as Exhibit "C". Disposal of any such property shall be with the prior approval of the City. The inventory list shall be updated to reflect the acquisition and disposal of all personal property and provided periodically to the City.

(l) All services performed by Entertainment Services under this Agreement shall be performed in accordance with all applicable Laws as that term is defined in this Agreement.

EXHIBIT "B"

Insurance

(a) Entertainment Services shall secure and deliver to the City prior to the commencement of the Management Term hereunder and shall keep in force at all times during the Management Term and the Renewal Term, if any:

(i) a commercial liability insurance policy, including, independent contractors, contractual liability, products and completed operations, liquor liability (as long as Entertainment Services is providing the food and beverage and catering services hereunder; otherwise, it should be contingent liquor liability), personal and advertising injury, public liability and property damage, covering the premises, the operations hereunder, in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage;

(ii) an umbrella liability insurance policy with a limit of Five Million Dollars (\$5,000,000.00) in the aggregate;

(iii) a comprehensive automotive bodily injury and property damage insurance policy for business use covering all vehicles operated by Entertainment Services officers, employees in connection with the Kallet, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage);

(iv) worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the New York State Insurance Fund; and

(v) fidelity/crime insurance covering Entertainment Services' employees.

(b) The terms of all insurance policies referred to in Section 8 of the Agreement and on this Exhibit "B" shall preclude subrogation claims against Entertainment Services, the City and their respective members, officers, directors, employees and agents.

(c) Entertainment Services shall be the named insured(s) under all of the liability described in paragraph (a) above. The City shall be an additional insured under the insurance described in paragraph (a)(i), (ii) and through (iii) above.

(d) Certificates evidencing the existence of the above policies shall be delivered by each party to the other prior to the commencement of the Management Term.

(e) A renewal binder of coverage shall be delivered by the named insured to the other party at least thirty (30) days after a policy's expiration date, with a complete copy of such renewal insurances to follow.

EXHIBIT "C"

Inventory of Personal Property as of __/1/2024

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