



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

AGENDA

Date:	October 3, 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 HEARING: Unsafe Building-136 Madison Street

PUBLIC COMMENT: Limited to 3 minutes

OLD BUSINESS:

Approval of the Minutes: September 19, 2023

Approval of Warrant: 19

Item	Title	Facilitator
1.	DECLARE PROPERTY AS PUBLIC NUISANCE: declare property at 136 Madison Street as a public nuisance and order corrective action to be taken in accordance with Article III of Chapter 34 of the Oneida City Code	JONES
2.	RELEASE/DISCHARGE, OR COMMUTE CITY/COUNTY TAXES: approve the release, discharge, or commute of City/County taxes for real property located in the City of Oneida for years 2007-2014, in the amount of \$119,267.08, which includes taxes owed and interest incurred	HOOD/WELLS
3.	BUDGET TRANSFERS/AMENDMENTS: approve the budget transfers and amendments as outlined by the Comptroller	WELLS
4.	AGREEMENT: authorize the Mayor to sign an agreement with The Gibby Group, LLC for the acceptance of high strength organic waste (WWTP)	ROWE
5.	INSURANCE PLAN RENEWAL: authorize the Mayor to sign the Humana Medicare Employer Plan Renewal for 2024	WELLS
6.	LEASE AGREEMENT: authorize the Purchasing Agent to proceed with a Lease Agreement with Enterprise Fleet Management for a 2024 Chevrolet Silverado 2500HD for the Fire Department	WELLS

NEW BUSINESS: Real Property Tax Law Section 487 Discussion

**MINUTES OF THE COMMON COUNCIL
REGULAR MEETING
OCTOBER 3, 2023**

A meeting of the Common Council of the City of Oneida, NY was held on the third day of October 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 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"/> _____

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 HEARING: Unsafe Building-136 Madison Street, Oneida, NY 13421

PUBLIC COMMENT:

OLD BUSINESS:

OPEN PUBLIC HEARING – PURSUANT TO ONEIDA CITY CODE CHAPTER 34, ARTICLE III, UNSAFE BUILDINGS– 136 MADISON STREET, ONEIDA NY

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing Pursuant to Oneida City Code Chapter 34, Article III, Unsafe Buildings –136 Madison Street, Oneida NY be hereby opened at _____ p.m.

Ayes:

Nays:

MOTION CARRIED

APPEARANCES

CLOSE PUBLIC HEARING – PURSUANT TO ONEIDA CITY CODE CHAPTER 34, ARTICLE III, UNSAFE BUILDINGS– 136 MADISON STREET, ONEIDA NY

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing Pursuant to Oneida City Code Chapter 34, Article III, Unsafe Buildings –136 Madison Street, Oneida NY be hereby closed at _____ p.m.

Ayes:

Nays:

MOTION CARRIED

APPROVAL OF MINUTES

Moved by Councilor
Seconded by Councilor

RESOLVED, that the minutes of the regular meeting of September 19, 2023, are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED

APPROVAL OF WARRANT

Moved by Councilor
Seconded by Councilor

RESOLVED, that Warrant No. 19, checks and ACH payments in the amount of \$737,325.45 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	19
DATE:	October 3, 2023

FUND		PAYMENT NUMBER (S)	AMOUNT
Capital			
DRI Fund	031	1000	\$ 1,765.00
Fund	027		
ARPA Fund	030		
Current Funds		72771-72902	\$ 425,667.41
ACH			\$ 309,893.04

WARRANT #1 TOTAL	\$ 737,325.45
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Oneida, NY

Expense Approval Report

By Fund

Payment Dates 9/20/2023 - 10/3/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
DAVID ANDERSON	72771	09/19/2023	MONITOR EXAM	001.1430.0400.0000	100.00
SIRCHIE ACQUISITION COMP...	72887	10/03/2023	PORELON Replacement Pad	001.3120.0300.0000	42.90
SIRCHIE ACQUISITION COMP...	72887	10/03/2023	Shipping	001.3120.0300.0000	12.50
AMAZON WEB SERVICES, LLC.	DFT0004060	10/03/2023	Pants for James Sckerman	001.8664.0414.0000	134.97
NATIONAL GRID	72870	10/03/2023	ELECTRIC	001.1620.0401.0000	86.94
BEAUTIFUL MOVEMENTS STU...	72788	10/03/2023	VENDOR AT FALL FEST - PHOT...	001.7140.0403.2013	150.00
GUNMAG WAREHOUSE	72825	10/03/2023	Shipping	001.3120.0419.0000	7.99
GUNMAG WAREHOUSE	72825	10/03/2023	Glock Gen 4 21, 21SF Magazlne	001.3120.0419.0000	53.98
GUNMAG WAREHOUSE	72825	10/03/2023	Glock Gen 4, 30sf Magazlne	001.3120.0419.0000	71.97
UNITED AUTO SALES	72894	10/03/2023	parts	001.5132.0300.0000	73.96
UNITED AUTO SALES	72894	10/03/2023	parts	001.5132.0300.0000	280.44
UNITED AUTO SALES	72894	10/03/2023	parts	001.5132.0300.0000	156.96
UNITED AUTO SALES	72894	10/03/2023	parts	001.5132.0300.0000	300.08
MARCY HYDRAULICS	72854	10/03/2023	hydraulic parts	001.5132.0300.0000	219.00
RENTALS TO GO	72879	10/03/2023	PORT-A-JOHNS FOR THE PARK...	001.7140.0403.0000	185.00
RENTALS TO GO	72879	10/03/2023	PORT-A-JOHNS FOR THE PARK...	001.7140.0403.0000	185.00
MADISON COUNTY TREASURER	72853	10/03/2023	PRINTED ENVELOPES FOR ALL...	001.1660.0300.0000	316.90
TOTAL SOLUTIONS	72893	10/03/2023	Max Reese Computer	001.1660.0300.0000	937.72
TOTAL SOLUTIONS	72893	10/03/2023	Server Hardware Warranty	001.1680.0403.0000	456.19
JC SMITH, INC.	72834	10/03/2023	road and fall clean up supplies	001.5110.0314.0000	1,365.32
JC SMITH, INC.	72834	10/03/2023	road and fall clean up supplies	001.5110.0314.0000	113.40
NYS ASSN CITY/VILLAGE CLK	72871	10/03/2023	NYS ANNUAL DUES	001.1410.0300.0000	50.00
AMERICAN WATER WORKS AS...	72784	10/03/2023	ANNUAL MEMBERSHIP	001.5010.0413.0000	255.00
QUALIFICATION TARGETS	72876	10/03/2023	BAC-2335 Cardboard Backer	001.3120.0300.0000	58.50
QUALIFICATION TARGETS	72876	10/03/2023	Shipping	001.3120.0300.0000	23.35
MYERS AND COMPANY, LLC	72867	10/03/2023	water can extinguisher replac...	001.3410.0200.0000	360.00
GREGG MYERS	72824	10/03/2023	fire extinguisher for Kallet	001.7521.0404.0000	255.00
NADINE BELL, ESQ	72868	10/03/2023	LEGAL SERVICES	001.1420.0411.0000	8,184.00
NADINE BELL, ESQ	72868	10/03/2023	LEGAL SERVICES	001.1420.0410.0000	5,395.50
AT & T MOBILITY	72786	10/03/2023	WIRELESS BILL	001.1680.0403.0000	1,137.42
CANON FIANCIAL SERVICES	DFT0004062	10/03/2023	COPIER LEASES	001.1620.0406.0000	684.00
CANON FIANCIAL SERVICES	DFT0004062	10/03/2023	COPIER LEASE	001.1620.0406.0000	499.60
QUILL CORPORATION	72877	10/03/2023	TONER	001.1660.0300.0000	147.31
MICHAEL BOWE	72861	10/03/2023	3RD QUARTER	001.9060.0805.0000	706.95
GAIL SALERNO	72822	10/03/2023	3RD QUARTER	001.9060.0805.0000	314.70
JOSEPH SALERNO	72843	10/03/2023	3RD QUARTER	001.9060.0805.0000	464.19
CLIFFORD HOPKINS	72803	10/03/2023	3RD QUARTER	001.9060.0805.0000	494.70
THOMAS CAMPANIE	72891	10/03/2023	3RD QUARTER	001.9060.0805.0000	464.19
JAMES DOWD	72832	10/03/2023	3RD QUARTER	001.9060.0805.0000	702.39
GREGG MYERS	72824	10/03/2023	3RD QUARTER	001.9060.0805.0000	702.39
DAVID HINES	72807	10/03/2023	3RD QUARTER	001.9060.0805.0000	702.39
DAVID JOHNSON	72808	10/03/2023	3RD QUARTER	001.9060.0805.0000	402.00
JON LOOMIS	72842	10/03/2023	3RD QUARTER	001.9060.0805.0000	824.19
JOHN B MCMAHON	72837	10/03/2023	3RD QUARTER	001.9060.0805.0000	314.70
ERNEST BUTLER	72819	10/03/2023	3RD QUARTER	001.9060.0805.0000	824.19
SHARON EDDY	72884	10/03/2023	3RD QUARTER	001.9060.0805.0000	314.70
JOHN LAURIN	72840	10/03/2023	3RD QUARTER	001.9060.0805.0000	402.00
THOMAS LAURIN	72892	10/03/2023	3RD QUARTER	001.9060.0805.0000	402.00
DONNA STAGNITTA	72816	10/03/2023	3RD QUARTER	001.9060.0805.0000	324.00
ROSLIE M TALLMAN	72882	10/03/2023	3RD QUARTER	001.9060.0805.0000	402.00
MELVIN J LIGHTHALL	72859	10/03/2023	3RD QUARTER	001.9060.0805.0000	402.00
JOHN MC CLELLAN	72841	10/03/2023	3RD QUARTER	001.9060.0805.0000	402.00
DAVID M SCHAUB	72809	10/03/2023	3RD QUARTER	001.9060.0805.0000	314.70

Expense Approval Report

Payment Dates: 9/20/2023 - 10/3/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
JUDITH KEENAN	72844	10/03/2023	3RD QUARTER	001.9060.0805.0000	363.00
JAMES BACHER	72830	10/03/2023	3RD QUARTER	001.9060.0805.0000	989.40
KEVIN DAVIES	72847	10/03/2023	3RD QUARTER	001.9060.0805.0000	314.70
WAYNE COSTON	72897	10/03/2023	3RD QUARTER	001.9060.0805.0000	587.79
JOHN JONES	72839	10/03/2023	3RD QUARTER	001.9060.0805.0000	464.19
DONALD J THORNA	72814	10/03/2023	3RD QUARTER	001.9060.0805.0000	393.00
CHRISTINE DUBOIS	72798	10/03/2023	3RD QUARTER	001.9060.0805.0000	494.70
CHRIS WILSON	72797	10/03/2023	3RD QUARTER	001.9060.0805.0000	314.70
ALEXANDER WOOD, JR	72781	10/03/2023	3RD QUARTER	001.9060.0805.0000	402.00
WILLIAM NELSON	72900	10/03/2023	3RD QUARTER	001.9060.0805.0000	527.19
JANE MARIANI	72833	10/03/2023	3RD QUARTER	001.9060.0805.0000	393.00
PHILLIP LOMBARDI	72874	10/03/2023	3RD QUARTER	001.9060.0805.0000	584.79
PATRICK KAISER	72873	10/03/2023	3RD QUARTER	001.9060.0805.0000	494.70
LARRY PERSALL	72849	10/03/2023	3RD QUARTER	001.9060.0805.0000	593.79
WILLIAM CARNEVALE	72899	10/03/2023	3RD QUARTER	001.9060.0805.0000	548.49
ALICE LOPITZ	72782	10/03/2023	3RD QUARTER	001.9060.0805.0000	626.79
MARY DUCHENE	72856	10/03/2023	3RD QUARTER	001.9060.0805.0000	314.70
DONALD THORNA	72815	10/03/2023	3RD QUARTER	001.9060.0805.0000	824.19
ERWIN L. SMITH	72820	10/03/2023	3RD QUARTER	001.9060.0805.0000	620.79
DAVID WHEELER	72811	10/03/2023	3RD QUARTER	001.9060.0805.0000	314.70
ROBERT GAINER JR.	72880	10/03/2023	3RD QUARTER	001.9060.0805.0000	494.70
GRACE PERRETTA	72823	10/03/2023	3RD QUARTER	001.9060.0805.0000	494.70
STEVEN CURRO	72889	10/03/2023	3RD QUARTER	001.9060.0805.0000	464.20
JOAN CUKIERSKI	72836	10/03/2023	3RD QUARTER	001.9060.0805.0000	494.70
JOHN BIBIK	72838	10/03/2023	3RD QUARTER	001.9060.0805.0000	402.00
CINTAS CORP	72801	10/03/2023	uniform	001.3310.0200.0000	253.12
CINTAS CORP	72801	10/03/2023	uniform contract	001.5132.0403.0000	260.82
BUELL FUEL LLC	72791	10/03/2023	GASOLINE	001.1640.0401.0000	6,407.76
COOPER ELECTRIC	72805	10/03/2023	SUPPLIES	001.3410.0405.0000	22.35
COOPER ELECTRIC	72805	10/03/2023	light supplies	001.3310.0200.0000	473.99
COOPER ELECTRIC	72805	10/03/2023	light supplies	001.3310.0200.0000	264.76
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	materials as needed	001.3410.0409.0000	190.52
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	misc as needed	001.3410.0409.0000	167.94
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	materials as needed	001.3410.0409.0000	44.36
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	misc as needed	001.3410.0409.0000	63.08
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	misc as needed	001.3410.0409.0000	17.08
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	misc as needed	001.3410.0409.0000	25.91
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	parts	001.5132.0300.0000	5.13
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	parts	001.5132.0300.0000	5.45
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	BLANKET PO	001.7140.0409.0000	9.32
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	parts	001.5132.0300.0000	141.96
DOG WASTE DEPOT	72813	10/03/2023	DOG WASTE BAGS	001.7140.0300.0000	432.94
BUELL FUEL LLC	72791	10/03/2023	DIESEL	001.1640.0402.0000	2,578.20
MICHAEL BURGESS	72862	10/03/2023	MEALS	001.3120.0416.0000	36.00
DENNIS KOWALSKI	72812	10/03/2023	MEALS	001.3120.0416.0000	120.00
ZACHARY PRZYBYLA	72902	10/03/2023	MEAL	001.3120.0416.0000	120.00
MICHAEL GOUGH	72863	10/03/2023	MEAL	001.3120.0416.0000	12.00
KEITH J HUDSON	72845	10/03/2023	MEAL	001.3120.0416.0000	12.00
DAVID R MEEKER JR	72810	10/03/2023	MEAL	001.3120.0416.0000	12.00
ROBERT MASCA	72881	10/03/2023	MEAL	001.3120.0416.0000	12.00
JEFF BARRES	72835	10/03/2023	MEAL	001.3120.0416.0000	12.00
MATTHEW GACEK	72857	10/03/2023	MEALS	001.3120.0416.0000	48.00
CHRISTOPHER BAILEY	72799	10/03/2023	MEALS	001.3120.0416.0000	48.00
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	CRIME	001.0001.0481.0000	597.80
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	CRIME	001.1910.0400.0000	597.80
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	INLAND MARINE EQUIPMENT	001.0001.0481.0000	2,473.41
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	INLAND MARINE EQUIPMENT	001.1910.0400.0000	2,473.41
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PROPERTY & GENERAL	001.0001.0481.0000	22,530.05
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PROPERTY & GENERAL	001.1680.0403.0000	5,942.89
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PROPERTY & GENERAL	001.1910.0400.0000	16,585.81

Expense Approval Report

Payment Dates: 9/20/2023 - 10/3/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	OWNERS & CONTRACTORS	001.0001.0481.0000	100.00
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	OWNERS & CONTRACTORS	001.1910.0400.0000	100.00
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PUBLIC OFFICIALS	001.0001.0481.0000	5,336.48
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PUBLIC OFFICIALS	001.1910.0400.0000	5,336.48
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	LAW ENFORCEMENT	001.0001.0481.0000	17,025.00
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	LAW ENFORCEMENT	001.1910.0400.0000	17,025.00
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	UMBRELLA	001.0001.0481.0000	12,113.23
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	UMBRELLA	001.1910.0400.0000	12,113.23
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	AUTOMOBILE	001.0001.0481.0000	16,522.86
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	AUTOMOBILE	001.1910.0400.0000	16,522.86
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	FIRE DEPT	001.0001.0481.0000	10,540.50
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	FIRE DEPT	001.1910.0400.0000	10,540.50
CHEM-AQUA, INC.	72796	10/03/2023	water treatment for MB	001.1620.0403.0001	461.61
CASTLE PRODUCTS	72794	10/03/2023	supplies	001.5132.0303.0000	190.80
SIGNIFY NORTH AMERICA CO...	72886	10/03/2023	traffic	001.3310.0200.0000	2,500.00
LOWE'S HOME IMPROVEMEN...	72851	10/03/2023	building supplies	001.1620.0300.0000	162.39
AMAZON WEB SERVICES, LLC.	DFT0004060	10/03/2023	Nitecore Thumb Keychain Flas...	001.3120.0317.0000	19.99
LOWE'S HOME IMPROVEMEN...	72851	10/03/2023	BLANKET PO	001.7140.0300.0000	51.28
VERIZON	72895	10/03/2023	PHONE	001.1680.0403.0000	229.80
CAIT DEVIN MANAGEMENT	72793	10/03/2023	ENTERTAINMENT FOR FALL FE...	001.7140.0403.2013	115.00
AMAZON WEB SERVICES, LLC.	DFT0004060	10/03/2023	Clothing James Ackerman	001.8664.0414.0000	33.98
DUSTIN SMITH	72817	10/03/2023	MEALS	001.5110.0416.0000	80.00
CHRISTOPHER GROW	72800	10/03/2023	MEALS	001.5010.0413.0000	80.00
AMAZON WEB SERVICES, LLC.	DFT0004060	10/03/2023	REFEREE SHIRTS	001.7140.0300.0000	64.85
SCOTT JONES	72883	10/03/2023	CAREER CHIEFS MEETING	001.3410.0407.0000	40.00
LL BEAN	DFT0004066	10/03/2023	UNIFORM ITEMS	001.8664.0414.0000	79.00
HOLIDAY INN SARATOGA SPRI...	DFT0004065	10/03/2023	CHIEF'S MEETING	001.3410.0407.0000	149.00
MONROE MOBIL	DFT0004067	10/03/2023	GAS	001.3410.0413.0000	71.71
AMAZON WEB SERVICES, LLC.	DFT0004060	10/03/2023	10 x 20 tent	001.3120.0300.0000	321.26
AMAZON WEB SERVICES, LLC.	DFT0004060	10/03/2023	UNIFORM ITEMS	001.3410.0317.0000	76.99
Sunoco Llc	DFT0004069	10/03/2023	GAS	001.5010.0413.0000	78.00
PILOT #1117	DFT0004068	10/03/2023	GAS	001.5010.0413.0000	46.00
APLUS	DFT0004061	10/03/2023	GAS	001.5010.0413.0000	66.50
BURGESS & TEDESCO FUNERA...	72792	10/03/2023	OVER PAY	001.0017.1256.0000	80.00
LOWE'S HOME IMPROVEMEN...	72851	10/03/2023	Paint & supplies	001.3410.0405.0000	42.18
WAL-MART, INC.	72896	10/03/2023	BATTERIES AND TAPE	001.3410.0405.0000	39.43
LOWE'S HOME IMPROVEMEN...	72851	10/03/2023	BLANKET PO	001.7140.0300.0000	144.71
MELISSA LUCK	72858	10/03/2023	MILEAGE	001.3120.0416.0000	10.48
LOWE'S HOME IMPROVEMEN...	72851	10/03/2023	building supplies	001.1620.0300.0000	19.59
STEVE LOWELL	72888	10/03/2023	Catering for Chief's Meeting	001.3120.0407.0000	280.00
WILLIAM STOREY	72901	10/03/2023	CDL REIMBURSEMENT	001.5110.0416.0000	22.50
HAMPTON INN	DFT0004063	10/03/2023	2 Rooms for 2 nights 9/26-9/28	001.3120.0413.0000	269.00
AMAZON WEB SERVICES, LLC.	DFT0004060	10/03/2023	ROLLING MAGNET	001.7140.0409.0000	58.58
LAWSON PRODUCTS, INC	72850	10/03/2023	supplies	001.3310.0300.0000	191.65
HOWLAND PUMP AND SUPPLY...	72827	10/03/2023	PLUMBING SUPPLIES	001.1620.0300.0000	85.91
HOWLAND PUMP AND SUPPLY...	72827	10/03/2023	PLUMBING SUPPLIES	001.1620.0300.0000	106.06
ONEIDA OFFICE SUPPLY	72872	10/03/2023	Running Supplies	001.3120.0300.0000	21.58
ONEIDA OFFICE SUPPLY	72872	10/03/2023	BLANKET PO	001.7140.0300.0000	8.29
KIME HARDWARE	72848	10/03/2023	QUARTERLY SUPPLIES	001.1620.0300.0000	21.77
KIME HARDWARE	72848	10/03/2023	QUARTERLY SUPPLIES	001.1620.0300.0000	16.87
WHITE FARM SUPPLY INC	72898	10/03/2023	BLANKET PO	001.7140.0409.0000	85.59
ATCO INTERNATIONAL	72787	10/03/2023	supplies	001.5132.0303.0000	197.30
CLINTON TRACTOR & IMPLEM...	72804	10/03/2023	tractor parts	001.5132.0300.0000	41.40
QUADIENT LEASING USA INC	72875	10/03/2023	POSTAGE MACHINE LEASE	001.1620.0406.0000	344.85
MITCHELL DRYER JR	72866	10/03/2023	OCTOBER 2023	001.3410.0401.0000	2,975.52
MITCHELL DRYER JR	72866	10/03/2023	OCTOBER 2023	001.9060.0805.0000	-137.48
EXCELLUS BLUECROSS BLUESH...	72821	10/03/2023	OCTOBER	001.9060.0805.0000	214,745.63
HUMANA INS CO OF NY	72828	10/03/2023	OCTOBER 2023	001.9060.0805.0000	22,852.39
ALTA/VANTAGE	72783	10/03/2023	parts and labor	001.5132.0300.0000	247.21

Expense Approval Report

Payment Dates: 9/20/2023 - 10/3/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
VISTA PRINT	DFT0004071	10/03/2023	BUSINESS CARDS LENNON	001.1989.0400.0000	35.99
Fund 001 - GENERAL FUND Total:					478,697.35
Fund: 002 - WATER					
CORE & MAIN	72806	10/02/2023	Sensus Water Meters	002.8300.0324.0000	1,210.00
IMAGE NOW, INC.	72829	10/03/2023	IMAGE NOW	002.8300.0300.0000	1,480.00
TOTAL SOLUTIONS	72893	10/03/2023	Max Reese Computer	002.8300.0403.0000	375.09
BENEFACOR FUNDING CORP	72789	10/03/2023	Life Science	002.8300.0415.0000	126.36
AT & T MOBILITY	72786	10/03/2023	WIRELESS BILL	002.8300.0403.0000	191.15
BLAIR SUPPLY CORP	72790	10/03/2023	BLAIR SUPPLY CORP	002.8300.0302.0000	1,345.60
TERRIE R CONOVER	72890	10/03/2023	3RD QUARTER	002.9060.0805.0000	824.20
NATHAN RICHTER	72869	10/03/2023	3RD QUARTER	002.9060.0805.0000	494.70
MICHAEL MITCHELL	72864	10/03/2023	3RD QUARTER	002.9060.0805.0000	494.70
JAMES CHAMBERLAIN	72831	10/03/2023	3RD QUARTER	002.9060.0805.0000	494.70
MARK CHAMBERLAIN	72855	10/03/2023	3RD QUARTER	002.9060.0805.0000	644.19
ARTHUR COLLINS	72785	10/03/2023	3 QUARTER	002.9060.0805.0000	314.70
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	MGM Auto Parts- Central Gar...	002.8300.0302.0000	7.69
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	CRIME	002.0002.0481.0000	154.98
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	CRIME	002.8300.0441.0000	154.98
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	INLAND MARINE EQUIPMENT	002.0002.0481.0000	641.21
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	INLAND MARINE EQUIPMENT	002.8300.0441.0000	641.21
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PROPERTY & GENERAL	002.0002.0481.0000	22,403.19
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PROPERTY & GENERAL	002.8300.0441.0000	22,403.17
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PUBLIC OFFICIALS	002.0002.0481.0000	1,383.43
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PUBLIC OFFICIALS	002.8300.0441.0000	1,383.43
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	UMBRELLA	002.0002.0481.0000	3,140.23
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	UMBRELLA	002.8300.0441.0000	3,140.23
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	AUTOMOBILE	002.0002.0481.0000	4,283.38
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	AUTOMOBILE	002.8300.0441.0000	4,283.38
VERIZON	72895	10/03/2023	PHONE	002.8300.0402.0000	102.14
LOWE'S HOME IMPROVEMEN...	72851	10/03/2023	Lowes	002.8300.0200.0000	788.36
ALOFT BUFFALO DOWNTOWN	DFT0004059	10/03/2023	WATER SYMPOSIUM	002.8300.0416.0000	361.72
VERIZON	DFT0004070	10/03/2023	FIOS TABERG	002.8300.0401.0000	75.99
CLINTON TRACTOR & IMPLEM...	72804	10/03/2023	CLINTON TRACTOR	002.8300.0200.0000	41,247.48
EXCELLUS BLUECROSS BLUESH...	72821	10/03/2023	OCTOBER	002.9060.0805.0000	22,167.84
HUMANA INS CO OF NY	72828	10/03/2023	OCTOBER 2023	002.9060.0805.0000	2,202.64
HOLLAND CO. INC.	72826	10/03/2023	LIQUID ALUM	002.8300.0310.0000	5,974.45
CORE & MAIN	72806	10/03/2023	CORE & MAIN	002.8300.0324.0000	2,380.00
Fund 002 - WATER Total:					147,316.52
Fund: 003 - SEWER					
CERTIFIED ENVIRONMENTAL S...	72795	10/03/2023	lab services	003.8110.0415.0000	1,295.00
MADISON COUNTY TREASURER	72852	10/03/2023	AUG BIOSOLIDS	003.8110.0412.0000	2,946.49
TOTAL SOLUTIONS	72893	10/03/2023	Max Reese Computer	003.8110.0445.0000	562.63
EASTERN CROWN INC	72818	10/03/2023	SUPERCHLOR	003.8110.0308.0000	633.00
SIEWERT EQUIPMENT	72885	10/03/2023	SERVICE WORK	003.8110.0200.0000	250.00
ADIRONDACK ENVIRONMENT...	72780	10/03/2023	lab services	003.8110.0415.0000	683.40
AT & T MOBILITY	72786	10/03/2023	WIRELESS BILL	003.8110.0400.0000	74.38
MILTON SCHEIBLE	72865	10/03/2023	3RD QUARTER	003.9060.0805.0000	314.70
RENNIE B CARROLL	72878	10/03/2023	3RD QUARTER	003.9060.0805.0000	314.70
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	PARTS	003.8110.0300.0000	43.98
MGM PARTS DISTRIBUTORS, I...	72860	10/03/2023	PARTS	003.8110.0300.0000	9.60
CERTIFIED ENVIRONMENTAL S...	72795	10/03/2023	lab services	003.8110.0415.0000	1,716.00
CITY OF SHERRILL	72802	10/03/2023	JULY & AUGUST	003.8110.0401.0000	3,762.17
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	CRIME	003.0003.0481.0000	189.22
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	CRIME	003.8110.0441.0000	189.22
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	INLAND MARINE EQUIPMENT	003.0003.0481.0000	782.88
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	INLAND MARINE EQUIPMENT	003.8110.0441.0000	782.88
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PROPERTY & GENERAL	003.0003.0481.0000	22,412.90
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PROPERTY & GENERAL	003.8110.0441.0000	22,412.88
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PUBLIC OFFICIALS	003.0003.0481.0000	1,689.09
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	PUBLIC OFFICIALS	003.8110.0441.0000	1,689.09

Expense Approval Report

Payment Dates: 9/20/2023 - 10/3/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	UMBRELLA	003.0003.0481.0000	3,834.04
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	UMBRELLA	003.8110.0441.0000	3,834.04
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	AUTOMOBILE	003.0003.0481.0000	5,229.77
HAYLOR, FREYER & COON INC	DFT0004064	10/03/2023	AUTOMOBILE	003.8110.0441.0000	5,229.77
VERIZON	72895	10/03/2023	PHONE	003.8110.0400.0000	186.50
KEMIRA WATER SOLUTIONS, I...	72846	10/03/2023	IRON SALTS	003.8110.0329.0000	6,279.18
ONEIDA OFFICE SUPPLY	72872	10/03/2023	supplies	003.8110.0300.0000	69.95
KIME HARDWARE	72848	10/03/2023	SUPPLIES	003.8110.0300.0000	34.60
KIME HARDWARE	72848	10/03/2023	SUPPLIES	003.8110.0300.0000	49.98
KIME HARDWARE	72848	10/03/2023	SUPPLIES	003.8110.0300.0000	14.28
EXCELLUS BLUECROSS BLUESH...	72821	10/03/2023	OCTOBER	003.9060.0805.0000	21,479.60
HUMANA INS CO OF NY	72828	10/03/2023	OCTOBER 2023	003.9060.0805.0000	550.66
				Fund 003 - SEWER Total:	109,546.58
Fund: 031 - DRI					
MRB GROUP	1000	10/03/2023	PROFESSIONAL SERVICE	031.8020.0400.0000	1,765.00
				Fund 031 - DRI Total:	1,765.00
				Grand Total:	737,325.45

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	478,697.35
002 - WATER	147,316.52
003 - SEWER	109,546.58
031 - DRI	1,765.00
Grand Total:	737,325.45

Account Summary

Account Number	Account Name	Payment Amount
001.0001.0481.0000	PREPAIDS, INSURANCE, ...	87,239.33
001.0017.1256.0000	MARRIAGE.	80.00
001.1410.0300.0000	MAT SUPPLIES	50.00
001.1420.0410.0000	LAW LITIGATION	5,395.50
001.1420.0411.0000	LABOR SERVICES AND N...	8,184.00
001.1430.0400.0000	OTHER EXPENSE	100.00
001.1620.0300.0000	MAT SUPPLIES	412.59
001.1620.0401.0000	ELECTRIC AND GAS	86.94
001.1620.0403.0001	CONTRACTS MB/FD	461.61
001.1620.0406.0000	COPIER CONTRACTS	1,528.45
001.1640.0401.0000	CENTRAL GASOLINE	6,407.76
001.1640.0402.0000	CENTRAL DIESEL	2,578.20
001.1660.0300.0000	Central Office Supplies	1,401.93
001.1680.0403.0000	CONTRACTS	7,766.30
001.1910.0400.0000	INSURANCE	81,295.09
001.1989.0400.0000	PRINTING	35.99
001.3120.0300.0000	MAT SUPPLIES	480.09
001.3120.0317.0000	CLOTHING	19.99
001.3120.0407.0000	CHIEF'S EXPENSE	280.00
001.3120.0413.0000	TRAINING	269.00
001.3120.0416.0000	TRAVEL-MEALS	442.48
001.3120.0419.0000	Equipment Maintenance	133.94
001.3310.0200.0000	EQUIPMENT	3,491.87
001.3310.0300.0000	MAT SUPPLIES	191.65
001.3410.0200.0000	FIRE EQUIPMENT	360.00
001.3410.0317.0000	CLOTHING	76.99
001.3410.0401.0000	207A	2,975.52
001.3410.0405.0000	BUILDING MAINTENANC...	103.96
001.3410.0407.0000	CHIEF'S EXPENSE	189.00
001.3410.0409.0000	EQUIPMENT REPAIR & ...	508.89
001.3410.0413.0000	TRAINING	71.71
001.5010.0413.0000	TRAINING	525.50
001.5110.0314.0000	ROAD MATERIALS	1,478.72
001.5110.0416.0000	TRAVEL-MEALS	102.50
001.5132.0300.0000	DPW MAINTENANCE- RE...	1,471.59
001.5132.0303.0000	GENERAL MATERIALS	388.10
001.5132.0403.0000	CONTRACTS	260.82
001.7140.0300.0000	MAT SUPPLIES	702.07
001.7140.0403.0000	CONTRACTS	370.00
001.7140.0403.2013	Fall Fest	265.00
001.7140.0409.0000	EQUIP REPAIR & MAINT.	153.49
001.7521.0404.0000	KALLET BUILDING REPAI...	255.00
001.8664.0414.0000	CLOTHING ALLOWANCE	247.95
001.9060.0805.0000	HEALTH INSURANCE	259,857.83
002.0002.0481.0000	PREPAIDS, INSURANCE, ...	32,006.42
002.8300.0200.0000	EQUIPMENT	42,035.84
002.8300.0300.0000	MAT SUPPLIES	1,480.00
002.8300.0302.0000	EQUIPMENT MAINTENA...	1,353.29
002.8300.0310.0000	LIQUID ALUM	5,974.45

Account Summary

Account Number	Account Name	Payment Amount
002.8300.0324.0000	METERS & PARTS	3,590.00
002.8300.0401.0000	UTILITIES	75.99
002.8300.0402.0000	TELEPHONE	102.14
002.8300.0403.0000	CONTRACTS	566.24
002.8300.0415.0000	LAB TESTING	126.36
002.8300.0416.0000	TRAVEL-MEALS	361.72
002.8300.0441.0000	INSURANCE	32,006.40
002.9060.0805.0000	HEALTH INSURANCE	27,637.67
003.0003.0481.0000	PREPAIDS, INSURANCE, ...	34,137.90
003.8110.0200.0000	EQUIPMENT	250.00
003.8110.0300.0000	MAT SUPPLIES	222.39
003.8110.0308.0000	CHLORINE	633.00
003.8110.0329.0000	LIQUID IRON SALTS	6,279.18
003.8110.0400.0000	CONTRACTUAL SERVICES	260.88
003.8110.0401.0000	UTILITIES	3,762.17
003.8110.0412.0000	MADISON COUNTY LAN...	2,946.49
003.8110.0415.0000	LAB TESTING	3,694.40
003.8110.0441.0000	INSURANCE	34,137.88
003.8110.0445.0000	TECHNOLOGY/INTERNET...	562.63
003.9060.0805.0000	HEALTH INSURANCE	22,659.66
031.8020.0400.0000	DRI-HCR	1,765.00
	Grand Total:	737,325.45

Project Account Summary

Project Account Key	Payment Amount
None	737,325.45
Grand Total:	737,325.45

1. **DECLARE THE PROPERTY AT 136 MADISON STREET AS A PUBLIC NUISANCE AND ORDER CORRECTIVE ACTION TO BE TAKEN IN ACCORDANCE WITH ARTICLE III OF CHAPTER 34 OF THE ONEIDA CITY CODE**

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

WHEREAS, in accordance with Article III of Chapter 34 of the Oneida City Code, as amended, a public hearing was conducted on October 3, 2023, for purposes of receiving and considering evidence presented by the City of Oneida Fire Marshal to determine whether real property located at 136 Madison Street, Tax Map No. 30.72-1-64, in the City of Oneida ("Property") is a public nuisance; **and**

WHEREAS, the City Attorney confirmed issuance of the Notice of Unsafe Building/Collapsed Structure, dated September 21, 2023, such Notice having been duly filed in accordance with Section 34-11 of the Oneida City Code with the Madison County Clerk's Office on **September __, 2023, Index No. EF2023-_____**; **and**

WHEREAS, in addition, notice of the due process hearing was properly served upon all interested persons, posted on the Property, and published in the official newspaper and on the City of Oneida website; **and**

WHEREAS, the Fire Marshal presented his report, dated August 20, 2023, documenting the unsafe condition of the Property and informed the Common Council of the efforts made by the City to obtain voluntary compliance; **and**

WHEREAS, the Fire Marshal testified to having inspected the Property and observed extensive damage to the attached-row structure situated upon the Property; more specifically, the Fire Marshal presented photographs depicting the partial or complete collapse of the structure's west and south exterior walls, the deterioration of structural members of the building such that the members are not capable of supporting the imposed dead and live loads, exterior walls containing holes, breaks, and loose or rotting materials, and the roof in a condition that is neither sound nor tight and containing defects; **and**

WHEREAS, the Fire Marshal determined that the condition of the Property violated Chapter 34 of the Oneida City Code, Section 108.1.1 of the 2020 NYS Fire Code, and Sections 107.1, 107.1.1, 304.1, 304.1.1, 304.4, 304.6, 304.7, and 308.1 of the 2020 NYS Property Maintenance Code; **and**

WHEREAS, the Fire Marshal opined that the Property, in its current condition, presents a danger to the health, safety and welfare of the public; **and**

WHEREAS, the Fire Marshal concluded his presentation, recommending that an order be issued requiring the structure be remediated within ninety (90) days; **and**

WHEREAS, the property owner appeared / no one appeared on behalf of the property owner, during the hearing, and the property owner failed to submit any materials for the Common Council's consideration; **and**

WHEREAS, as a result, the findings and conclusions offered by the Fire Marshal were uncontested; **and**

WHEREAS, the Common Council closed the public hearing on October 3, 2023; **and**

WHEREAS, because it is the desire of the Common Council to undertake any and all measures permitted in the Oneida City Code and City of Oneida Charter necessary to protect the public's health, safety and welfare, the Common Council determined that the exigent circumstances caused by the condition of the structure and the imminent danger posed to the health, safety and welfare of the public necessitated the waiver of its standard procedure and render a decision and order on the information received.

NOW THEREFORE, BE IT RESOLVED that the Common Council, having duly considered the documentary evidence, as well as the oral testimony presented by the Fire Marshal, hereby declares the property located at 136 Madison Street, Tax Map No. 30.72-1-64, in the City of Oneida, to be unsafe and a public nuisance; and

BE IT FURTHER RESOLVED, that the Common Council, having duly declared the Property to be a public nuisance, hereby orders the owner or persons with an interest in such Property to undertake the following corrective action within ninety (90) days in accordance with the recommendations of the Fire Marshal:

- The building shall be remediated in the following manner, the western and southern exterior walls shall be repaired and made structurally sound, the roof shall be repaired or replaced, as appropriate, and the floors shall be repaired, on or before January 3, 2024.

BE IT FURTHER RESOLVED, that in the event corrective action does not occur within the time provided, the Common Council hereby authorizes the Fire Marshal and the City Engineer to undertake any and all such measures as are necessary to effectuate the remedial action recommended by the Fire Marshal, and shall assess the cost of same against the Property; and

BE IT FURTHER RESOLVED, that the cost of such remedial action, if undertaken by the City, shall thereupon become a lien against the Property and shall be collectible in the same manner as taxes levied thereon; and

BE IT FURTHER RESOLVED, that notice of the Common Council's declaration and order shall either be served personally or by certified mail, to the last known address as shown by the records of the City Assessor's office.

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 manner 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.

2. RELEASE, DISCHARGE, OR COMMUTE CITY/COUNTY TAXES FOR REAL PROPERTY

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, pursuant to Section 5.44 of the Oneida City Charter, the Common Council does hereby exercise its discretion to release, discharge, or commute City/County taxes for real property according to attached Exhibit A, for the years 2007-2014, in the amount of \$119,267.08, which includes the taxes owed and interest incurred.

Ayes:

Nays:

MOTION CARRIED

EXHIBIT A

Parcel Number	Owner Name	Bill Number	District	Charge Date	Tax Type	Misc/Generic Charge Type	Full Amount	Full Balance
38.56-1-16	Blanchard Jessica	2007-0000172	ICITY	12/12/2007 12:00:00 AM	Tax Sale		1257.40	1257.4
21.-1-5.1	Holmes Jack W	2007-0000188	OCITY	12/12/2007 12:00:00 AM	Tax Sale		3775.03	3775.03
38.32-1-45.-3	Cunningham Amy C	2008-0000187	ICITY	12/9/2008 12:00:00 AM	Tax Sale		15.76	15.76
38.23-1-4	Brown Dennis	2008-0000150	ICITY	12/9/2008 12:00:00 AM	Tax Sale		1016.15	343.97
38.25-1-12	Ariglio Joseph A	2008-0000177	ICITY	12/9/2008 12:00:00 AM	Tax Sale		727.50	727.5
38.23-2-4	Colvin Richard S	2008-0000161	ICITY	12/9/2008 12:00:00 AM	Tax Sale		1175.42	760.38
38.21-1-15	Marji Yousef Trustee	2008-0000138	ICITY	12/9/2008 12:00:00 AM	Tax Sale		859.77	859.77
30.62-1-40	Orr Franklin	2008-0000036	ICITY	12/9/2008 12:00:00 AM	Tax Sale		957.51	957.51
29.20-1-5	Wright Jeremy	2008-0000003	ICITY	12/9/2008 12:00:00 AM	Tax Sale		1114.25	1114.25
29.-1-9.1	Delahunt Dany W II	2008-0000239	OCITY	12/9/2008 12:00:00 AM	Tax Sale		1116.87	1116.87
30.5-1-1	Long Valerie E	2008-0000260	OCITY	12/9/2008 12:00:00 AM	Tax Sale		1327.26	1327.26
30.63-2-55	Flagler James	2008-0000042	ICITY	12/9/2008 12:00:00 AM	Tax Sale		1345.66	1345.66
30.65-1-13	Shady Acres Properties LLC	2008-0000054	ICITY	12/9/2008 12:00:00 AM	Tax Sale		2000.25	2000.25
30.47-1-28.1	Barcomb Shawn K	2008-0000017	ICITY	12/9/2008 12:00:00 AM	Tax Sale		3932.26	3932.26
38.32-1-45.-3	Cunningham Amy C	2009-0000166	ICITY	12/7/2009 12:00:00 AM	Tax Sale		15.87	15.87
38.21-1-15	Marji Yousef Trustee	2009-0000130	ICITY	12/7/2009 12:00:00 AM	Tax Sale		515.44	515.44
30.71-2-20	Durant Carol A	2009-0000066	ICITY	12/7/2009 12:00:00 AM	Tax Sale		590.88	590.88
29.-1-9.1	Delahunt Dany W II	2009-0000213	OCITY	12/7/2009 12:00:00 AM	Tax Sale		911.57	911.57
30.62-1-40	Orr Franklin	2009-0000037	ICITY	12/7/2009 12:00:00 AM	Tax Sale		1032.30	1032.3
38.39-2-47	Szarek Carolyn K	2009-0000181	ICITY	12/7/2009 12:00:00 AM	Tax Sale		1151.19	1151.19
37.-3-46	Heffron Gary W	2009-0000249	OCITY	12/7/2009 12:00:00 AM	Tax Sale		1341.99	1341.99
30.63-1-42	Brady Amie J	2009-0000044	ICITY	12/7/2009 12:00:00 AM	Tax Sale		1450.54	1450.54
29.-2-18	Beecher Kevin	2009-0000223	OCITY	12/7/2009 12:00:00 AM	Tax Sale		1640.93	1640.93
46.-1-18	Hattar Travis T	2009-0000261	OCITY	12/7/2009 12:00:00 AM	Tax Sale		2381.20	2381.2
38.32-1-52	Cunningham Amy C	2009-0000168	ICITY	12/7/2009 12:00:00 AM	Tax Sale		4414.64	3328.65
38.21-1-17	Marji Yousef Trustee	2010-0000125	ICITY	12/6/2010 12:00:00 AM	Tax Sale		759.67	759.67
30.63-1-42	Brady Amie J	2010-0000037	ICITY	12/6/2010 12:00:00 AM	Tax Sale		931.92	931.92
30.39-1-11	Martinek Mary B	2010-0000009	ICITY	12/6/2010 12:00:00 AM	Tax Sale		1052.73	1052.73
29.-2-18	Beecher Kevin	2010-0000227	OCITY	12/6/2010 12:00:00 AM	Tax Sale		1651.88	1651.88
38.23-1-68	301 303 Washington Ave LLC	2010-0000142	ICITY	12/6/2010 12:00:00 AM	Tax Sale		1686.08	1686.08
30.62-1-40	Orr Franklin	2010-0000033	ICITY	12/6/2010 12:00:00 AM	Tax Sale		1898.81	1898.81
38.32-1-45.3	Cunningham Amy C	2011-0000164	ICITY	12/6/2011 12:00:00 AM	Tax Sale		10.82	10.82
47.-1-47	Lindsley Leila M and Lindsley Richard	2011-0000268	OCITY	12/6/2011 12:00:00 AM	Tax Sale		836.86	626.63
30.39-1-11	Martinek Mary B	2011-0000010	ICITY	12/6/2011 12:00:00 AM	Tax Sale		1069.72	1069.72
38.22-2-13	Oenick Michael F	2011-0000127	ICITY	12/6/2011 12:00:00 AM	Tax Sale		1402.02	1105.9

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38.22-1-20	Newkirk Thomas D	2011-0000126	ICITY	12/6/2011 12:00:00 AM	Tax Sale	1410.92	1410.92
30.80-2-11	Alliance Apartments LLC	2011-0000098	ICITY	12/6/2011 12:00:00 AM	Tax Sale	1584.62	1584.62
14.-1-9.23	Hart Joseph N	2012-0000171	OCITY	12/6/2012 12:00:00 AM	Tax Sale	380.09	380.09
14.-1-25	Rapasadi Thomas A	2012-0000173	OCITY	12/6/2012 12:00:00 AM	Tax Sale	2674.28	2674.28
38.32-1-45.-3	Cunningham Amy C	2013-0000161	ICITY	12/6/2013 12:00:00 AM	Tax Sale	10.75	10.75
38.32-1-45.3	Cunningham Amy C	2013-0000163	ICITY	12/6/2013 12:00:00 AM	Tax Sale	11.30	11.30
37.14-1-16	Xena Holdings LLC	2013-0000255	OCITY	12/6/2013 12:00:00 AM	Tax Sale	228.51	228.51
30.55-1-67	Joslyn Lewis E	2013-0000022	ICITY	12/6/2013 12:00:00 AM	Tax Sale	244.06	244.06
30.74-1-10	Dixon Gary R	2013-0000084	ICITY	12/6/2013 12:00:00 AM	Tax Sale	1723.14	1723.14
30.78-1-37	Candee Raymond J	2013-0000093	ICITY	12/6/2013 12:00:00 AM	Tax Sale	945.99	945.99
46.-2-59	Zeller Vincent	2013-0000275	OCITY	12/6/2013 12:00:00 AM	Tax Sale	1074.29	1074.29
38.23-1-4	Brown Dennis	2013-0000127	ICITY	12/6/2013 12:00:00 AM	Tax Sale	1164.75	1164.75
30.72-1-50.1	Genge Jerden E Jr	2013-0000069	ICITY	12/6/2013 12:00:00 AM	Tax Sale	1283.67	1283.67
38.30-1-24	Herringshaw Debra	2013-0000155	ICITY	12/6/2013 12:00:00 AM	Tax Sale	1513.52	1513.52
47.-2-45	Markiewicz Duane	2013-0000283	OCITY	12/6/2013 12:00:00 AM	Tax Sale	1594.32	1594.32
38.24-1-9	Kinsler Maurice	2013-0000137	ICITY	12/6/2013 12:00:00 AM	Tax Sale	2630.11	2630.11
14.-1-25	Rapasadi Thomas A	2013-0000201	OCITY	12/6/2013 12:00:00 AM	Tax Sale	2782.77	2782.77
38.30-2-61	Goggins Kevin	2013-0000156	ICITY	12/6/2013 12:00:00 AM	Tax Sale	2970.22	2970.22
38.32-1-52	Cunningham Amy C	2013-0000164	ICITY	12/6/2013 12:00:00 AM	Tax Sale	4427.13	4427.13
30.47-1-28.1	Barcomb Shawn K	2013-0000010	ICITY	12/6/2013 12:00:00 AM	Tax Sale	4535.11	4535.11
47.-1-67.12	Snetsinger James	2014-0000330	OCITY	12/8/2014 12:00:00 AM	Tax Sale	1087.15	1087.15
38.32-1-45.3	Cunningham Amy C	2014-0000201	ICITY	12/8/2014 12:00:00 AM	Tax Sale	11.80	11.80
38.23-1-12	Pfluke Elli	2014-0000164	ICITY	12/8/2014 12:00:00 AM	Tax Sale	691.61	691.61
55.-1-62	Quick Nina A	2014-0000342	OCITY	12/8/2014 12:00:00 AM	Tax Sale	469.33	469.33
30.55-1-66	Britton Melissa	2014-0000023	ICITY	12/8/2014 12:00:00 AM	Tax Sale	1165.20	1165.20
30.71-2-21	Chesebro Dawn M	2014-0000071	ICITY	12/8/2014 12:00:00 AM	Tax Sale	901.77	901.77
29.-2-23	Chesebro William A Jr	2014-0000282	OCITY	12/8/2014 12:00:00 AM	Tax Sale	524.37	524.37
30.71-2-14	Rigler Johannas	2014-0000069	ICITY	12/8/2014 12:00:00 AM	Tax Sale	686.89	686.89
38.38-1-5	Kawryga William S	2014-0000211	ICITY	12/8/2014 12:00:00 AM	Tax Sale	726.80	726.80
54.-1-21.1	Smith Jennifer H	2014-0000335	OCITY	12/8/2014 12:00:00 AM	Tax Sale	2959.37	2959.37
38.56-1-26	Blowers Thomas	2014-0000231	ICITY	12/8/2014 12:00:00 AM	Tax Sale	772.31	772.31
30.64-1-57	Buss Susan	2014-0000055	ICITY	12/8/2014 12:00:00 AM	Tax Sale	822.81	822.81
30.81-1-21	Rong Donna J	2014-0000138	ICITY	12/8/2014 12:00:00 AM	Tax Sale	827.80	827.80
30.72-1-64	Scribner Frederick J	2014-0000086	ICITY	12/8/2014 12:00:00 AM	Tax Sale	1314.82	1314.82
30.74-1-18	Deal Daniel	2014-0000100	ICITY	12/8/2014 12:00:00 AM	Tax Sale	1279.97	1279.97
30.54-1-35	Peters Donald J	2014-0000019	ICITY	12/8/2014 12:00:00 AM	Tax Sale	1362.59	1362.59
38.30-1-24	Herringshaw Debra	2014-0000190	ICITY	12/8/2014 12:00:00 AM	Tax Sale	1451.00	1451

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38.22-2-56	Vibbert John C	2014-0000161	ICITY	12/8/2014 12:00:00 AM	Tax Sale	1530.15	1530.15
30.78-1-46	Cinquemani Marie	2014-0000117	ICITY	12/8/2014 12:00:00 AM	Tax Sale	1622.95	1622.95
47.-2-45	Markiewicz Duane	2014-0000331	OCITY	12/8/2014 12:00:00 AM	Tax Sale	1734.51	1734.51
55.-1-44	Guy Timothy R	2014-0000337	OCITY	12/8/2014 12:00:00 AM	Tax Sale	1790.05	1790.05
30.74-1-10	Dixon Gary R	2014-0000099	ICITY	12/8/2014 12:00:00 AM	Tax Sale	1824.23	1824.23
45.-2-28.4	Coughlin Glen F	2014-0000323	OCITY	12/8/2014 12:00:00 AM	Tax Sale	2233.91	2233.91
30.71-1-32	Dunn Ostrander Linda A	2014-0000063	ICITY	12/8/2014 12:00:00 AM	Tax Sale	2306.61	2306.61
30.71-2-6	Hart Lance E Jr	2014-0000067	ICITY	12/8/2014 12:00:00 AM	Tax Sale	2356.76	2356.76
29.-2-44	Heffron Harry W	2014-0000287	OCITY	12/8/2014 12:00:00 AM	Tax Sale	2619.49	2619.49
38.22-2-13	Oenick Michael F	2014-0000158	ICITY	12/8/2014 12:00:00 AM	Tax Sale	2629.84	2629.84
37.14-1-11	Ropetski Peter	2014-0000306	OCITY	12/8/2014 12:00:00 AM	Tax Sale	2858.94	2858.94
38.30-2-61	Goggins Kevin	2014-0000194	ICITY	12/8/2014 12:00:00 AM	Tax Sale	3124.28	3124.28
38.32-1-52	Cunningham Amy C	2014-0000202	ICITY	12/8/2014 12:00:00 AM	Tax Sale	4628.03	4628.03

\$ 119,267.08

3. BUDGET TRANSFERS/AMENDMENTS

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

		<u>To</u>		<u>From</u>
<i>2023 Budget Adjustments</i>				
\$ 5,942.91		001.1910.0400.0000		001.1680.0403.0000
		Insurance		IT Contracts
<i>To re-allocate funds to cover general liability insurance coverage 7/1-12/31/23</i>				
\$ 1,582.00		001.0001.0885.0000		001.0019.2413.0000
		Kallet Capital Improvement Reserve		Kallet Revenue
<i>To re-allocate funds from the ticket sales to the capital improvement reserves as per the contract</i>				
\$ 300.00		001.1410.0300.0000		001.1410.0200.0000
		Clerk Materials and Supplies		Clerk Equipment Line
<i>To re-allocate funds to purchase needed supplies for the Clerk's office</i>				
\$ 119,267.08		001.1364.0406.0000	\$ 118,500.00	001.0022.2660.0000
		Write off of Tax Sale		Sale of Real Property
			\$ 767.08	001.0001.0912.0000
				General Fund Balance
<i>To re-allocate funds to clear property liens for 2007-2014</i>				
\$ 28,500.00		030.1620.0401.0000		030.0030.0912.0000
		ARPA-Building Improvements		ARPA Funds
<i>To allocate funds to improve building security, improve controlled access to each floor and relocate the planning dept to a more secure location on the 1st floor</i>				
\$ 3,000.00		001.1430.0403.0000		001.1315.0416.0000
		Civil Service Contracts		Comptroller Training/Meals

<i>To re-allocate funds to cover CDL Drug Testing and new hire physicals</i>			
\$ 26,000.00		001.9785.0600.0003	001.0001.0889.0000
		Fire Lease	Vehicle Reserves
<i>To allocate funds to cover lease upfit costs on Fire lease</i>			

Ayes:

Nays:

MOTION CARRIED

4. AGREEMENT-THE GIBBY GROUP, LLC

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED. to authorize the Mayor to sign an agreement with The Gibby Group, LLC for the acceptance of high strength organic waste at the Wastewater Treatment Plant.

Ayes:

Nays:

MOTION CARRIED

City of Oneida, New York and The Gibby Group LLC

Organics Waste Management Agreement

This Organics Waste Management Agreement (“Agreement”) is made August 28, 2023, between the City of Oneida (“Oneida”) and The Gibby Group, 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 Dairy Waste 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 Dairy Waste coming from New York
- 3. Quantity of Wastes.** The volume of Wastes transported by Customer to the Facility is anticipated to be as follows:

8000 to 12,000 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:

\$0.06 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 \$0.06 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

Monte Quast
The Gibby Group
134 East Hwy 81
Burley, ID 83318

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: Monte Quast

Title: CEO

5. RETIREE HEALTH INSURANCE RENEWAL (2024)

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Mayor be authorized to sign the Retiree Health Insurance Renewal Plan for 2024 with Humana Group Medicare.

Ayes:

Nays:

MOTION CARRIED

6. LEASE AGREEMENT-ENTERPRISE FLEET MANAGEMENT

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize the Purchasing Agent to proceed with a Lease Agreement with Enterprise Fleet Management for a 2024 Chevrolet Silverado 2500HD for the Fire Department.

Ayes:

Nays:

MOTION CARRIED



Prepared For: City of Oneida
Wells, Lee Ann

Date 09/28/2023
AE/AM NMM/FEA

Unit #

Year 2024 Make Chevrolet Model Silverado 2500HD

Series Custom 4x4 Crew Cab 8 ft. box 172 in. WB

Vehicle Order Type Ordered Term 48 State NY Customer# 589393

\$ 65,230.79	Capitalized Price of Vehicle ¹
\$ 0.00	* Sales Tax <u>8.0000%</u> State <u>NY</u>
\$ 103.00	* Initial License Fee
\$ 0.00	Registration Fee
\$ 1,125.00	Other: (See Page 2)
\$ 7,232.00	* 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)

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

Order Information

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

\$ 59,123.79	Total Capitalized Amount (Delivered Price)
\$ 1,064.23	Depreciation Reserve @ <u>1.8000%</u>
\$ 306.49	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,370.72	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>
	Comp/Coll Deductible <u>0 / 0</u>
	OverMileage Charge <u>\$ 0.00</u> Per Mile
	# Tires <u>0</u> Loaner Vehicle Not Included

Additional Services SubTotal

\$ 0.00 Sales Tax 8.0000% State NY

\$ 1,370.72 Total Monthly Rental Including Additional Services

\$ 8,040.75	Reduced Book Value at <u>48</u> Months
\$ 395.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(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 Oneida
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.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment	C	\$ 14,462.19
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 14,462.19
Aftermarket Equipment Total		\$ 14,462.19

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 1,000.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 1,125.00
Other Charges Total		\$ 1,125.00



VEHICLE INFORMATION:

2024 Chevrolet Silverado 2500HD Custom 4x4 Crew Cab 8 ft. box 172 in. WB - US

Series ID: CK20943

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$48,813.6	\$51,600.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,895.00	\$1,895.00
Total Price	\$50,708.60	\$53,495.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
 Interior: H1T-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1CX	Preferred Equipment Group 1CX	NC	NC
360XM	SiriusXM w/360L	Included	Included
A60	Locking Tailgate	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
AU3	Power Door Locks	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	Front 40/20/40 Split-Bench Seats w/Lockable Storage	STD	STD
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
BTM	Push Button Start	Included	Included
CMPS	Compass	Included	Included
DBG	Heated Vertical Trailing Mirrors	Included	Included
E63	Durabed Pickup Bed	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GT4	3.73 Rear Axle Ratio	Included	Included
H1T_01	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
JGJ	GVWR: 11,050 lbs (5,012 kg)	Included	Included
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
KW7	170 Amp Alternator	Included	Included
L8T	Engine: 6.6L Gas V8 w/Direct Injection & VVT	Included	Included
L8TBAT	720 Cold-Cranking Amps Heavy-Duty Battery	Included	Included
MCAP	Black Mirror Caps	Included	Included
MKM	Transmission: Allison 10-Speed Automatic	Included	Included
N33	Manual Tilt-Wheel Steering Column	Included	Included
NQF	2-Speed Electronic Shift Transfer Case	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
PAINT	Solid Paint	STD	STD
PPW	Wireless Phone Projection	Included	Included
Q86	Wheels: 20" 10-Spoke Machined Aluminum	Included	Included
QF9	Tires: LT275/65R20 AT BW	STD	STD
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
STDTM	Cloth Seat Trim	STD	STD
UDC	3.5" Diagonal Monochromatic Display DIC	Included	Included
UE1	OnStar & Chevrolet Connected Services Capable	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
VK3	Front License Plate Kit	NC	NC
VV4	Wi-Fi Hotspot Capable	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z85	Suspension 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 with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Bumper Insert: black front bumper insert
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Fender Flares: black fender flares
Grille: grille with body-coloured bar

Convenience Features:

Air Conditioning: manual air conditioning
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
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
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

Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite-prep with seek-scan
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable 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
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
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: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
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: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest w/ 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
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Floor Mats: rubber front and rear floor mats

Standard Engine:

Engine 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

NEW BUSINESS: Real Property Tax Law Section 487 Discussion

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