



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

**AGENDA**

<b>Date:</b>	November 21, 2023	<b>Presiding:</b>	Helen B. Acker, Mayor
<b>Time:</b>	6:30 p.m.	<b>Clerk:</b>	Sandy LaPera, City Clerk
<b>Location:</b>	Common Council Chambers	<b>Meeting Type:</b>	Regular <input checked="" type="checkbox"/> Special <input type="checkbox"/>

Call to Order/Pledge of Allegiance/Roll Call

**PUBLIC HEARING:** 2024 Mayor's Budget

**PUBLIC HEARING:** Miscellaneous Utility Billing-unpaid service charges, water rents and sewer taxes and to authorize the charges in the 2023 assessment roll to be re-levied onto the 2024 tax roll.

**PUBLIC HEARING:** Amend Chapter 147 of the Code of the City of Oneida regarding Solid Waste and Disposal.

**PUBLIC COMMENT:** Limited to 3 minutes

**OLD BUSINESS:**

**SUPERVISOR'S REPORT:**

Approval of the Minutes-Regular Meeting: November 8, 2023

Approval of the Budget Meeting Minutes: November 8, 2023 (Codes/Planning)

Approval of the Budget Meeting Minutes: November 13, 2023 (DPW-Sewer-Police)

Approval of the Budget Meeting Minutes: November 14, 2023 (Parks & Rec-Fire)

Approval of Warrant: 22

Item	Title	Facilitator
1.	<b>MONTHLY REPORTS:</b> 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

Item	Title	Facilitator
2.	<b>ADOPT LOCAL LAW:</b> adopt a Local Law amending Chapter 165 of the Code of the City of Oneida to add a new Article X, titled "Solar and Wind Energy Systems; Farm Waste Energy Systems," pursuant to Real Property Tax Law §487 within the City of Oneida (Roll Call Vote)	MAYOR
3.	<b>ADOPT LOCAL LAW:</b> adopt a Local Law overriding the Tax Levy limit established in General Municipal Law §3-C within the City of Oneida (Roll Call Vote)	MAYOR
4.	<b>BOARD REAPPOINTMENT:</b> approve the Mayor's reappointment of Bruce Burke to the Traffic Safety Board for a term of 3 years	MAYOR
5.	<b>AGREEMENT:</b> authorize the Mayor to sign an Agreement with Servomation Refreshments, Inc. for a vending machine at the Rec Center	GRIFF
6.	<b>APPROVE CONTRACT EXTENSION:</b> approve 1-year contract extension option for Tree Removal and Trimming Contract from Helmer's Tree & Landscape, LLC	ROWE
7.	<b>AGREEMENT:</b> authorize the Mayor to sign an agreement with Scott Dickan to provide entertainment services at the Kallet after the Parade of Lights and tree lighting ceremony	GRIFF
8.	<b>APPROVE REDUCED FEE:</b> approve a reduced rate of \$5.00 per session usage fee for use of the Recreation Center batting cages for Mike Curro, Crush Academy Ground Up Hitting	GRIFF
9.	<b>BUDGET TRANSFERS/AMENDMENTS:</b> approve the Budget transfers and Amendments as outlined by the Comptroller	WELLS
10.	<b>COUNCIL DISCUSSION:</b> discussion on City Manager position	MAYOR

**NEW BUSINESS**

**MINUTES OF THE COMMON COUNCIL  
REGULAR MEETING  
NOVEMBER 21, 2023**

A meeting of the Common Council of the City of Oneida, NY was held on the twenty first day of November 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 HEARING:**            2024 Mayor's Budget

**OPEN PUBLIC HEARING**

**2024 CITY OF ONEIDA BUDGET**

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the Public Hearing for the 2024 City of Oneida Budget be hereby opened at  
\_\_\_\_\_ p.m.

Ayes:

Nays:

**MOTION CARRIED**

**APPEARANCES**

**CLOSE PUBLIC HEARING**

**2024 CITY OF ONEIDA BUDGET**

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the Public Hearing for the 2024 City of Oneida Budget be hereby closed at  
\_\_\_\_\_ p.m.

Ayes:

Nays:

**MOTION CARRIED**

**PUBLIC HEARING:** Miscellaneous Utility Billing-unpaid service charges, water rents and sewer taxes and to authorize the charges in the 2023 assessment roll to be re-levied onto the 2024 tax roll.

**OPEN PUBLIC HEARING**

**MISCELLANEOUS UTILITY BILLING**

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the Public Hearing for the City of Oneida Miscellaneous Utility Billing for unpaid service charges, water rents and sewer taxes, and to authorize the charges in the 2023 assessment roll to be re-levied onto the 2024 tax roll be hereby opened at \_\_\_\_\_ p.m.

Ayes:

Nays:

**MOTION CARRIED**

**APPEARANCES**

**CLOSE PUBLIC HEARING**

**MISCELLANEOUS UTILITY BILLING**

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the Public Hearing for the City of Oneida Miscellaneous Utility Billing for unpaid service charges, water rents and sewer taxes, and to authorize the charges in the 2023 assessment roll to be re-levied onto the 2024 tax roll be hereby closed at \_\_\_\_\_ p.m.

Ayes:

Nays:

**MOTION CARRIED**

**PUBLIC HEARING:** Amend Chapter 147 of the Code of the City of Oneida regarding Solid Waste and Disposal

**OPEN PUBLIC HEARING**

**AMENDING CHAPTER 147 OF THE CODE OF THE CITY OF ONEIDA  
REGARDING SOLID WASTE AND DISPOSAL**

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the Public Hearing to amend Chapter 147 of the Code of the City of Oneida regarding Solid Waste and Disposal be hereby opened at \_\_\_\_p.m.

Ayes:

Nays:

**MOTION CARRIED**

**APPEARANCES**

**CLOSE PUBLIC HEARING**

**AMENDING CHAPTER 147 OF THE CODE OF THE CITY OF ONEIDA  
REGARDING SOLID WASTE AND DISPOSAL**

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the Public Hearing to amend Chapter 147 of the Code of the City of Oneida regarding Solid Waste and Disposal be hereby closed at \_\_\_\_p.m.

Ayes:

Nays:

**MOTION CARRIED**

**PUBLIC COMMENT  
OLD BUSINESS  
SUPERVISOR'S REPORT**

**APPROVAL OF MINUTES**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the minutes of the regular meeting of November 8, 2023, are hereby approved as presented.

Ayes:

Nays:

**MOTION CARRIED**

**APPROVAL OF MINUTES  
BUDGET MEETINGS-CODES/PLANNING**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the minutes of the special budget meetings for the Codes and Planning Departments of November 8, 2023, are hereby approved as presented.

Ayes:

Nays:

**MOTION CARRIED**

**APPROVAL OF MINUTES  
BUDGET MEETINGS-DPW-SEWER-POLICE**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the minutes of the special budget meetings for the DPW, Sewer and Police Departments of November 13, 2023, are hereby approved as presented.

Ayes:

Nays:

**MOTION CARRIED**

**APPROVAL OF MINUTES  
BUDGET MEETINGS-PARKS AND RECREATION-FIRE**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the minutes of the special budget meetings for the Parks and Recreation Department and Fire Department of November 14, 2023, are hereby approved as presented.

Ayes:

Nays:

**MOTION CARRIED**

**APPROVAL OF WARRANT**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that Warrant No. 22, checks and ACH payments in the amount of \$119,750.52 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**



<b>WARRANT</b>	<b>22</b>
<b>DATE:</b>	<b>November 21, 2023</b>

<b>FUND</b>		<b>PAYMENT NUMBER (S)</b>	<b>AMOUNT</b>
Capital		4834	\$ 7,552.00
DRI Fund	031		
Fund	027		
ARPA Fund	030	1284-1286	\$ 8,503.44
Current Funds		73113-73175	\$ 77,830.94
ACH			\$ 25,864.14

<b>WARRANT #1 TOTAL</b>	<b>\$ 119,750.52</b>
-------------------------	----------------------



Oneida, NY

# Expense Approval Report By Fund

Payment Dates 11/13/2023 - 11/21/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 001 - GENERAL FUND</b>					
STEVE LOWELL	73113	11/13/2023	POLICE FORFEITURE FUNDS	001.3120.0403.0000	100.00
STEVE LOWELL	73113	11/13/2023	FORFEITURE FUNDS	001.3120.0403.0000	900.00
GALLS INCORPORATED	73132	11/21/2023	Shipping	001.3120.0317.0000	0.23
GALLS INCORPORATED	73132	11/21/2023	Dress style Leather Wallet	001.3120.0317.0000	22.50
GALLS INCORPORATED	73132	11/21/2023	Streamlight Weapon Light	001.3120.0317.0000	126.90
GALLS INCORPORATED	73132	11/21/2023	Elbeco Hidden Cargo Pants	001.3120.0317.0000	55.13
GALLS INCORPORATED	73132	11/21/2023	Smith and Wesson Rescue Kni...	001.3120.0317.0000	27.00
GALLS INCORPORATED	73132	11/21/2023	Shipping	001.3120.0300.0000	2.91
GALLS INCORPORATED	73132	11/21/2023	Flashlights for new durangos	001.3120.0300.0000	325.80
CINTAS CORP	73125	11/21/2023	uniform	001.3310.0200.0000	128.50
CINTAS CORP	73125	11/21/2023	uniform contract	001.5132.0403.0000	189.92
SIRCHIE ACQUISITION COMP...	73164	11/21/2023	Nark 2007 Cocaine	001.3120.0300.0000	102.36
SIRCHIE ACQUISITION COMP...	73164	11/21/2023	Nark 20015 Methamphetamine...	001.3120.0300.0000	102.36
SIRCHIE ACQUISITION COMP...	73164	11/21/2023	Nark20010 Oplates Kit	001.3120.0300.0000	51.18
SIRCHIE ACQUISITION COMP...	73164	11/21/2023	Nark20033 Fentanyl	001.3120.0300.0000	25.59
AMAZON WEB SERVICES, LLC.	DFT0004188	11/21/2023	Cowles/Jeffery safety glasses	001.3410.0317.0000	11.58
AMAZON WEB SERVICES, LLC.	DFT0004188	11/21/2023	Carnahan multitool/screwdriv...	001.3410.0317.0000	49.97
AMAZON WEB SERVICES, LLC.	DFT0004188	11/21/2023	Sullivan- brooks	001.3410.0317.0000	139.95
AMAZON WEB SERVICES, LLC.	DFT0004188	11/21/2023	Munroe multitool flashlt socks	001.3410.0317.0000	186.49
JEFFREY ROWE	73139	11/21/2023	CNY WWC	001.5010.0413.0000	30.00
AMAZON WEB SERVICES, LLC.	DFT0004188	11/21/2023	METAL CLIPBOARDS	001.1660.0300.0000	23.29
UNITED AUTO SALES	73172	11/21/2023	parts	001.5132.0300.0000	64.85
AMAZON WEB SERVICES, LLC.	DFT0004188	11/21/2023	UNIFORM ITEMS	001.3410.0317.0000	35.89
MATTHEW GACEK	73150	11/21/2023	Every day Pants Black	001.3120.0317.0000	126.75
MATTHEW GACEK	73150	11/21/2023	Smoked Gray Pants	001.3120.0317.0000	130.50
STEVE LOWELL	73166	11/21/2023	Lunch for DCJS Administrative...	001.3120.0300.0000	210.00
AUSTIN DEGROAT	73116	11/21/2023	SKILLS & DRILLS	001.7140.0403.2003	50.00
RYAN LUSHER	73163	11/21/2023	SKILLS & DRILLS	001.7140.0403.2003	50.00
TRE SINNOTT-WYNN	73170	11/21/2023	SKILLS & DRILLS	001.7140.0403.2003	50.00
BEAUTIFUL MOVEMENTS STU...	73119	11/21/2023	ADULT PROM	001.7140.0403.2032	99.00
NATIONAL GRID	73153	11/21/2023	ELECTRIC	001.1620.0401.0000	24.84
UNISTRUT MIDWEST	DFT0004197	11/21/2023	SUPPLIES	001.3310.0300.0000	688.50
AMAZON WEB SERVICES, LLC.	DFT0004188	11/21/2023	BATTERY CHARGER FOR CAM...	001.5110.0300.0000	9.21
LOWE'S HOME IMPROVEMEN...	73146	11/21/2023	supplies	001.1620.0300.0000	33.21
MEGAN RICE	73151	11/21/2023	PARTIAL REFUND	001.0017.2030.0000	30.00
AMAZON WEB SERVICES, LLC.	DFT0004188	11/21/2023	Trail Camera - 4k	001.3120.0202.0000	100.99
AMAZON WEB SERVICES, LLC.	DFT0004188	11/21/2023	Ebitcam 4G LTE Cellular Trail C...	001.3120.0202.0000	459.99
MGM PARTS DISTRIBUTORS, I...	73152	11/21/2023	parts	001.5132.0300.0000	15.97
AMAZON WEB SERVICES, LLC.	DFT0004188	11/21/2023	OFFICE CHAIR	001.1660.0300.0000	174.99
WAL-MART, INC.	73175	11/21/2023	Running Supplies	001.3120.0300.0000	38.16
LINSTAR, INC.	DFT0004193	11/21/2023	ID CARD KISTNER	001.1989.0400.0000	12.80
SPECTROTEL, INC.	73165	11/21/2023	LONG DISTANCE	001.1680.0403.0000	124.37
NORTHERN GROUP	73154	11/21/2023	CONCRETE	001.5110.0314.0000	1,770.00
TOTAL SOLUTIONS	73168	11/21/2023	Content Filtering Service 1 year	001.0001.0481.0000	333.68
TOTAL SOLUTIONS	73168	11/21/2023	Content Filtering Service 1 year	001.1680.0403.0000	66.74
TOTAL SOLUTIONS	73168	11/21/2023	FILTERING SERVICE	001.1680.0403.0000	450.72
TOTAL SOLUTIONS	73168	11/21/2023	Internet for 2nd floor Rec Cen...	001.1680.0403.0000	1,415.82
TOTAL SOLUTIONS	73168	11/21/2023	INTERNET	001.1680.0403.0000	1,337.51
FASTENAL CO. INC.	73131	11/21/2023	parts and supplies	001.5132.0300.0000	199.97
DAVIS MECHANICAL SERV INC	73128	11/21/2023	EMERGENCY BOILER REPAIR	001.7140.0409.0000	192.50
GALLS INCORPORATED	73132	11/21/2023	Streamlight Weapon Mount Li...	001.3120.0317.0000	147.60
GALLS INCORPORATED	73132	11/21/2023	Dress Style Leather Wallet	001.3120.0317.0000	22.50
BROWN CARBONIC	73122	11/21/2023	dry ice	001.4068.0300.0000	18.00

Expense Approval Report

Payment Dates: 11/13/2023 - 11/21/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
JOHNSON GRAVEL BED, INC.	73141	11/21/2023	sand for fill for 140 Madison d...	001.3650.0400.0000	2,618.00
QUILL CORPORATION	73161	11/21/2023	OFFICE SUPPLIES	001.1660.0300.0000	580.20
QUILL CORPORATION	73161	11/21/2023	TONER	001.1660.0300.0000	155.93
QUILL CORPORATION	73161	11/21/2023	OFFICE SUPPLIES	001.1660.0300.0000	39.99
QUILL CORPORATION	73161	11/21/2023	TONER	001.1660.0300.0000	15.65
CINTAS CORP	73125	11/21/2023	UNIFORM	001.5132.0403.0000	142.82
CINTAS CORP	73125	11/21/2023	uniform	001.1620.0300.0000	79.68
AMERICAN ELECTRIC POWER	73115	11/21/2023	SOLOR POWER	001.1620.0401.0000	13,110.24
TR ENTERPRISES, LLC	73169	11/21/2023	TEST	001.5110.0300.0000	70.00
tacticalgear.com	DFT0004196	11/21/2023	Carnahan- Halx boots	001.3410.0317.0000	332.89
Richard Dropp	73162	11/21/2023	YOUTH BASKETBALL JERSEYS	001.7140.0403.2003	909.00
Richard Dropp	73162	11/21/2023	PROM SHIRTS	001.7140.0403.2003	96.00
Richard Dropp	73162	11/21/2023	YOUTH BASKETBALL SHIRTS	001.7140.0403.2003	90.00
NYE AUTOMOTIVE GROUP INC.	73156	11/21/2023	Auto Repairs	001.1640.0403.0001	361.73
COOPER ELECTRIC	73126	11/21/2023	electrical supplies	001.3310.0300.0000	48.86
MGM PARTS DISTRIBUTORS, I...	73152	11/21/2023	BLANKET PO FOR VEHICLE RE...	001.1640.0403.0002	37.28
MGM PARTS DISTRIBUTORS, I...	73152	11/21/2023	Running Police Auto Supplies	001.1640.0403.0001	70.61
MGM PARTS DISTRIBUTORS, I...	73152	11/21/2023	Running Police Auto Supplies	001.1640.0403.0001	26.65
MGM PARTS DISTRIBUTORS, I...	73152	11/21/2023	parts	001.5132.0300.0000	1.74
MGM PARTS DISTRIBUTORS, I...	73152	11/21/2023	parts	001.5132.0300.0000	9.00
MGM PARTS DISTRIBUTORS, I...	73152	11/21/2023	parts	001.5132.0300.0000	62.04
BLISS ENVIRONMENTAL SERVI...	73121	11/21/2023	109 N MAIN ST	001.1620.0403.0003	246.50
BLISS ENVIRONMENTAL SERVI...	73121	11/21/2023	403 SCNONDOA ST	001.1620.0403.0003	109.00
BLISS ENVIRONMENTAL SERVI...	73121	11/21/2023	217 CEDAR ST	001.1620.0403.0003	119.90
BLISS ENVIRONMENTAL SERVI...	73121	11/21/2023	360 N MAIN ST	001.1620.0403.0003	153.00
BLISS ENVIRONMENTAL SERVI...	73121	11/21/2023	360 N MAIN ST	001.1620.0403.0003	38.25
A & P MASTER IMAGES, LLC	73114	11/21/2023	Mock Turtlenecks	001.3120.0317.0000	47.94
NORTHLAND COMMUNICATI...	73155	11/21/2023	PHONE	001.1680.0403.0000	1,126.91
BUELL FUEL LLC	73123	11/21/2023	GASOLINE	001.1640.0401.0000	6,503.00
TYLER BUSINESS FORMS	73171	11/21/2023	TAX FORMS	001.1660.0300.0000	466.36
Dell Technologies	73130	11/21/2023	Proofpoint 9/23/23-9/22/24	001.0001.0481.0000	3,484.59
Dell Technologies	73130	11/21/2023	Proofpoint 9/23/23-9/22/24	001.1680.0403.0000	1,161.53
HILTON ALBANY PARKING GA...	DFT0004192	11/21/2023	PARKING	001.3120.0413.0000	10.00
HAUN WELDING SUPPLY INC	73134	11/21/2023	welding supplies	001.5132.0300.0000	102.00
HOWLAND PUMP AND SUPPLY..	73136	11/21/2023	THREADED ROD	001.3310.0300.0000	6.77
ONEIDA OFFICE SUPPLY	73159	11/21/2023	BLANKET PO	001.7140.0300.0000	19.95
ONEIDA OFFICE SUPPLY	73159	11/21/2023	STAPLERS	001.1410.0300.0000	27.98
ONEIDA OFFICE SUPPLY	73159	11/21/2023	time cards, supplies	001.5110.0300.0000	9.66
ONEIDA OFFICE SUPPLY	73159	11/21/2023	BLANKET PO	001.7140.0300.0000	25.12
VERIZON WIRELESS	73173	11/21/2023	MODEMS	001.3120.0410.0000	75.99
KIME HARDWARE	73143	11/21/2023	SUPPLIES	001.5110.0300.0000	134.99
KIME HARDWARE	73143	11/21/2023	supplies	001.5110.0300.0000	26.38
KIMES HOME CENTER, INC.	73144	11/21/2023	BLANKET PO	001.7140.0409.0000	88.43
DAVIS-ULMER SPRINKLER CO., ..	73129	11/21/2023	INSPECTION	001.1620.0403.0001	363.00
AXON ENTERPRISE, INC	73117	11/21/2023	Double Molle Mount	001.3120.0317.0000	41.75
ONEIDA CITY SCHOOL DIST	DFT0004195	11/21/2023	OCTOBER COLLECTION	001.0001.0661.0008	21,238.72
ONEIDA CITY SCHOOL DIST	DFT0004195	11/21/2023	OCTOBER COLLECTION	001.0001.0661.0009	1,061.93
MADISON COUNTY TREASURER	73148	11/21/2023	OCTOBER COLLECTION	001.0001.0663.0000	10,315.18
DIGITAL CHECK CORP	DFT0004189	11/21/2023	INK	001.1660.0300.0000	48.27

**Fund 001 - GENERAL FUND Total: 76,998.13**

**Fund: 002 - WATER**

IMAGE NOW, INC.	73137	11/21/2023	IMAGE NOW	002.8300.0300.0000	351.09
AMAZON WEB SERVICES, LLC.	DFT0004188	11/21/2023	CORKBOARDS	002.8300.0319.0000	69.64
DOUBLETREE BY HILTON	DFT0004190	11/21/2023	BALANCE DUE	002.8300.0413.0000	17.68
AMAZON WEB SERVICES, LLC.	DFT0004188	11/21/2023	AMAZON	002.8300.0300.0000	95.48
TIMOTHY HORODNICK	73167	11/21/2023	CDL ROAD TEST	002.8300.0416.0000	40.00
KAMERON BABCOCK	73142	11/21/2023	CDL CORE TEST	002.8300.0416.0000	42.50
JOHN MONAGHAN	73140	11/21/2023	RENTAL CAR	002.8300.0413.0000	339.27
VERIZON	DFT0004198	11/21/2023	TABERG	002.8300.0401.0000	75.99
LOWE'S HOME IMPROVEMEN...	73146	11/21/2023	LOWE'S HOME IMPROVEMENT	002.8300.0319.0000	175.38

Expense Approval Report

Payment Dates: 11/13/2023 - 11/21/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
WAL-MART, INC.	73175	11/21/2023	WALMART, INC.	002.8300.0319.0000	32.53
INTERSTATE BATTERY SYSTEM ..	73138	11/21/2023	Interstate Battery- Central Ga...	002.8300.0302.0000	285.90
TOTAL SOLUTIONS	73168	11/21/2023	INTERNET	002.8300.0403.0000	1,101.33
ONEIDA EQUIPMENT RENTAL	73158	11/21/2023	ONEIDA EQUIPMENT RENTAL	002.8300.0319.0000	572.02
BLISS ENVIRONMENTAL SERVI...	73121	11/21/2023	RUNNING PO	002.8300.0319.0000	29.43
BENEFACOR FUNDING CORP	73120	11/21/2023	Life Science	002.8300.0415.0000	111.24
BENEFACOR FUNDING CORP	73120	11/21/2023	Life Science	002.8300.0415.0000	11.88
BENEFACOR FUNDING CORP	73120	11/21/2023	Life Science	002.8300.0415.0000	10.80
MGM PARTS DISTRIBUTORS, I...	73152	11/21/2023	MGM Auto Parts- Central Gar...	002.8300.0302.0000	14.65
MGM PARTS DISTRIBUTORS, I...	73152	11/21/2023	MGM Auto Parts- Central Gar...	002.8300.0302.0000	101.89
NYS DEPT OF ENVIRONMENTA...	73157	11/21/2023	SPDES FEES	002.8300.0319.0000	425.00
VINCENT WATERMAN	73174	11/21/2023	MEALS	002.8300.0416.0000	30.00
Dell Technologies	73130	11/21/2023	Proofpoint 9/23/23-9/22/24	002.0002.0481.0000	156.61
Dell Technologies	73130	11/21/2023	Proofpoint 9/23/23-9/22/24	002.8300.0403.0000	52.20
HOWLAND PUMP AND SUPPLY..	73136	11/21/2023	RUNNING PO	002.8300.0319.0000	81.17
GRAINGER INC	73133	11/21/2023	GRAINGER	002.8300.0319.0000	121.39
GRAINGER INC	73133	11/21/2023	GRAINGER	002.8300.0319.0000	364.17
HOLLAND CO. INC.	73135	11/21/2023	LIQUID ALUM	002.8300.0310.0000	5,954.26
CORE & MAIN	73127	11/21/2023	Sensus Water Meters	002.8300.0324.0000	4,744.20
<b>Fund 002 - WATER Total:</b>					<b>15,407.70</b>
<b>Fund: 003 - SEWER</b>					
GRAINGER INC	73133	11/21/2023	coupler, circuit board	003.8110.0200.0000	291.47
EBAY.COM	DFT0004191	11/21/2023	SURGE PROTECTOR	003.8110.0200.0000	44.89
MADISON COUNTY TREASURER	73147	11/21/2023	BIOSOLIDS	003.8110.0412.0000	5,092.26
LOWE'S HOME IMPROVEMEN...	73146	11/21/2023	supplies	003.8110.0200.0000	122.43
MORRISVILLE STATE COLLEGE	DFT0004194	11/21/2023	training James Cullen	003.8110.0413.0000	975.00
CHARTER COMMUNICATIONS	73124	11/21/2023	INTERNET FOR MODUM	003.8110.0401.0000	119.98
BARTON & LOGUIDICE,DPC	73118	11/21/2023	Engineering Services for WWT...	003.8110.0400.0001	1,544.00
TOTAL SOLUTIONS	73168	11/21/2023	INTERNET	003.8110.0445.0000	550.67
PHENOVA COMPANY	73160	11/21/2023	lab services	003.8110.0415.0000	150.90
MATRIX COMMUNICATIONS	73149	11/21/2023	MAINT AGREEMENT	003.8110.0400.0000	600.00
COOPER ELECTRIC	73126	11/21/2023	ELECTRICAL SUPPLIES	003.8110.0200.0000	45.50
COOPER ELECTRIC	73126	11/21/2023	ELECTRICAL SUPPLIES	003.8110.0200.0000	168.02
MGM PARTS DISTRIBUTORS, I...	73152	11/21/2023	PARTS	003.8110.0300.0000	29.39
MGM PARTS DISTRIBUTORS, I...	73152	11/21/2023	PARTS	003.8110.0300.0000	19.47
NORTHLAND COMMUNICATI...	73155	11/21/2023	PHONE	003.8110.0401.0000	461.46
Dell Technologies	73130	11/21/2023	Proofpoint 9/23/23-9/22/24	003.0003.0481.0000	274.07
Dell Technologies	73130	11/21/2023	Proofpoint 9/23/23-9/22/24	003.8110.0445.0000	91.36
LAKESIDE EQUIPMENT	73145	11/21/2023	shear pins	003.8110.0200.0000	160.00
HOWLAND PUMP AND SUPPLY..	73136	11/21/2023	plumbing supplles	003.8110.0200.0000	118.12
GRAINGER INC	73133	11/21/2023	supplies and equipment for re...	003.8110.0200.0000	324.37
KIME HARDWARE	73143	11/21/2023	supplies	003.8110.0200.0000	46.99
KIME HARDWARE	73143	11/21/2023	supplies	003.8110.0200.0000	58.90
<b>Fund 003 - SEWER Total:</b>					<b>11,289.25</b>
<b>Fund: 005 - CAPITAL</b>					
ICC-CDS	4834	11/21/2023	CONFIGURATION AND TRAINI...	005.8020.0400.0023	7,552.00
<b>Fund 005 - CAPITAL Total:</b>					<b>7,552.00</b>
<b>Fund: 030 - Federal ARPA</b>					
HELMER'S COMPLETE TREE SE...	1285	11/21/2023	TREE CONTRACT	030.5110.0402.0000	4,275.00
LOWE'S HOME IMPROVEMEN...	1286	11/21/2023	supplies for Planning relocation	030.1620.0401.0000	580.44
ASPINALL'S TREE NURSERY & ...	1284	11/21/2023	TREES	030.5110.0402.0000	2,998.00
NORTHEAST TRIM	1287	11/21/2023	WINDOW TINT FOR RELOCATI...	030.1620.0401.0000	650.00
<b>Fund 030 - Federal ARPA Total:</b>					<b>8,503.44</b>
<b>Grand Total:</b>					<b>119,750.52</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	76,998.13
002 - WATER	15,407.70
003 - SEWER	11,289.25
005 - CAPITAL	7,552.00
030 - Federal ARPA	8,503.44
<b>Grand Total:</b>	<b>119,750.52</b>

## Account Summary

Account Number	Account Name	Payment Amount
001.0001.0481.0000	PREPAIDS, INSURANCE, ...	3,818.27
001.0001.0661.0008	Due to School 2022-2023	21,238.72
001.0001.0661.0009	Due to School 2022-2023..	1,061.93
001.0001.0663.0000	DUE TO COUNTY-TAX LE...	10,315.18
001.0017.2030.0000	FIELD/PARK/POOL RENT...	30.00
001.1410.0300.0000	MAT SUPPLIES	27.98
001.1620.0300.0000	MAT SUPPLIES	112.89
001.1620.0401.0000	ELECTRIC AND GAS	13,135.08
001.1620.0403.0001	CONTRACTS MB/FD	363.00
001.1620.0403.0003	CONTRACTS COMBINED	666.65
001.1640.0401.0000	CENTRAL GASOLINE	6,503.00
001.1640.0403.0001	CENTRAL VEHICLE -POLI...	458.99
001.1640.0403.0002	CENTRAL VEHICLE-REC R...	37.28
001.1660.0300.0000	Central Office Supplles	1,504.68
001.1680.0403.0000	CONTRACTS	5,683.60
001.1989.0400.0000	PRINTING	12.80
001.3120.0202.0000	CAMERAS/EQUIPMENT ...	560.98
001.3120.0300.0000	MAT SUPPLIES	858.36
001.3120.0317.0000	CLOTHING	748.80
001.3120.0403.0000	CONTRACTS	1,000.00
001.3120.0410.0000	RADIO MAINTENANCE &...	75.99
001.3120.0413.0000	TRAINING	10.00
001.3310.0200.0000	EQUIPMENT	128.50
001.3310.0300.0000	MAT SUPPLIES	744.13
001.3410.0317.0000	CLOTHING	756.77
001.3650.0400.0000	DEMOLITION	2,618.00
001.4068.0300.0000	MAT SUPPLIES	18.00
001.5010.0413.0000	TRAINING	30.00
001.5110.0300.0000	MAT SUPPLIES	250.24
001.5110.0314.0000	ROAD MATERIALS	1,770.00
001.5132.0300.0000	DPW MAINTENANCE- RE...	455.57
001.5132.0403.0000	CONTRACTS	332.74
001.7140.0300.0000	MAT SUPPLIES	45.07
001.7140.0403.2003	CONTRACTS YOUTH BB	1,245.00
001.7140.0403.2032	CONTRACTS.CONCERTS/...	99.00
001.7140.0409.0000	EQUIP REPAIR & MAINT.	280.93
002.0002.0481.0000	PREPAIDS, INSURANCE, ...	156.61
002.8300.0300.0000	MAT SUPPLIES	446.57
002.8300.0302.0000	EQUIPMENT MAINTENA...	402.44
002.8300.0310.0000	LIQUID ALUM	5,954.26
002.8300.0319.0000	GENERAL MAINTENANCE	1,870.73
002.8300.0324.0000	METERS & PARTS	4,744.20
002.8300.0401.0000	UTILITIES	75.99
002.8300.0403.0000	CONTRACTS	1,153.53
002.8300.0413.0000	TRAINING	356.95
002.8300.0415.0000	LAB TESTING	133.92
002.8300.0416.0000	TRAVEL-MEALS	112.50
003.0003.0481.0000	PREPAIDS, INSURANCE, ...	274.07

**Account Summary**

Account Number	Account Name	Payment Amount
003.8110.0200.0000	EQUIPMENT	1,380.69
003.8110.0300.0000	MAT SUPPLIES	48.86
003.8110.0400.0000	CONTRACTUAL SERVICES	600.00
003.8110.0400.0001	OTHER EXPENSE-PROFES...	1,544.00
003.8110.0401.0000	UTILITIES	581.44
003.8110.0412.0000	MADISON COUNTY LAN...	5,092.26
003.8110.0413.0000	TRAINING	975.00
003.8110.0415.0000	LAB TESTING	150.90
003.8110.0445.0000	TECHNOLOGY/INTERNET...	642.03
005.8020.0400.0023	2023 -Planning LGRMIF ...	7,552.00
030.1620.0401.0000	Bullding/Office Improve...	1,230.44
030.5110.0402.0000	Tree Contract	7,273.00
	<b>Grand Total:</b>	<b>119,750.52</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	119,750.52
<b>Grand Total:</b>	<b>119,750.52</b>

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. ADOPT LOCAL LAW TO AMEND CHAPTER 165 OF THE CODE OF THE CITY OF ONEIDA TO ADD A NEW ARTICLE X, TITLED "SOLAR AND WIND ENERGY SYSTEMS; FARM WASTE ENERGY SYSTEMS," PURSUANT TO REAL PROPERTY TAX LAW § 487

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**WHEREAS**, pursuant to the provisions of the Municipal Home Rule Law, a proposed local law to amend Chapter 165 of the Code of the City of Oneida titled "Solar and Wind Energy Systems; Farm Waste Energy Systems," pursuant to Real Property Tax Law § 487 was presented and introduced at a Regular Meeting of the Common Council of the City of Oneida held on October 17, 2023; and

**WHEREAS**, a public hearing was held on such proposed local law on November 8, 2023 and by the Common Council of the City of Oneida and proof of publication of notice of such public hearing, as required by law, having been submitted and filed, and all persons desiring to be heard in connection with said proposed local law having been heard, and said proposed local law having been in the possession of the members of the Common Council of the City of Oneida in its final form in the manner required by Section 20 of the Municipal Home Rule of the State of New York; and

**WHEREAS**, the enactment of the Proposed Local Law has previously been determined to be an unlisted action for purposes of environmental review under SEQRA, an environmental impact statement (EIS) was not required, and a negative declaration was issued on October 17, 2023, pursuant to the State Environmental Quality Review Act (SEQR) determining that this action will have no significant effect on the environment thus concluding the SEQR review process; and

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

**NOW, THEREFORE**, it is

**RESOLVED** that the Common Council of the City of Oneida, Madison County, New York, does hereby enact a Local Law of 2023 as follows:

**"CITY OF ONEIDA  
A LOCAL LAW OF 2023**

**A LOCAL LAW TO AMEND CHAPTER 165 OF THE CODE OF THE CITY OF ONEIDA TO ADD A NEW ARTICLE X, TITLED "SOLAR AND WIND ENERGY SYSTEMS; FARM WASTE ENERGY SYSTEMS," PURSUANT TO REAL PROPERTY TAX LAW § 487**

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



**SECTION 1.**                    **LEGISLATIVE FINDINGS AND INTENT**

It is the intent of the Common Council of the City of Oneida to opt-out of the real property tax exemption for wind and solar energy systems and farm waste energy systems within the jurisdiction and geographic boundaries of the City of Oneida. The City has received applications for solar and wind energy systems and farm waste energy systems to be located within the City and additional applications are anticipated in the future. These systems are eligible for a real property tax exemption under New York State Real Property Tax Law which would otherwise eliminate real property tax revenue generated for the City from these systems. New York State Real Property Tax Law authorizes municipalities to opt-out of the real property tax exemption for solar, wind systems and farm waste energy systems provided the municipality enacts a local law "opting out" of the tax exemption. In accordance with Real Property Tax Law § 487, it is the intent of this Local Law that the City of Oneida opt-out of the real property tax exemption for solar and wind energy systems and farm waste energy systems.

**SECTION 2.**                    **AUTHORITY**

This Local Law is enacted pursuant to New York Real Property Tax Law § 487(8), the New York State Constitution, and New York Municipal Home Rule Law §10.

**SECTION 3.**

Chapter 165 of the Code of the City of Oneida is amended to add a new Article X thereto, as follows:

**"Article X**

**Solar and Wind Energy Systems; Farm Waste Energy Systems**

**§ 165-23 Opt-out of real property tax exemption.**

Pursuant to and consistent with New York State Real Property Tax Law § 487(8) the City of Oneida Common Council hereby declares that solar and wind energy systems and farm waste energy systems shall not be exempt from real property taxes within the jurisdiction and geographic boundaries of the City of Oneida."

**SECTION 4.**                    **SEVERABILITY**

If any clause, sentence, paragraph, subdivision or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**SECTION 5.**                    **FILING**

Pursuant to New York Real Property Tax Law § 487(8), following the enactment of this Local Law a copy of this Local Law shall be filed with the Commissioner of the New York State Department of Taxation and Finance and the President of the New York State Energy Research and Development Authority (NYSERDA).

**SECTION 6.**

**EFFECTIVE DATE**

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

- Councilor Szczerba
- Councilor Laureti
- Councilor Rossi
- Councilor Kinville
- Councilor Pagano
- Councilor Simchik
- MOTION CARRIED**

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

**3. ADOPT A LOCAL LAW OVERRIDING THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW §3-C IN THE CITY OF ONEIDA**

**RESOLUTION 23-**

Moved to Councilor  
Seconded by Councilor

**WHEREAS**, pursuant to the provisions of the Municipal Home Rule Law, a proposed local law titled Local Law No. 2023, "A Local Law Overriding the Tax Levy Limit Established in General Municipal Law §3-c in the City of Oneida," was presented and introduced at a regular meeting of the Common Council of the City of Oneida held on October 17, 2023; and

**WHEREAS**, a public hearing was held on such proposed local law on the 8<sup>th</sup> day of November, 2023, by the Common Council of the City of Oneida and proof of publication of notice of such public hearing, as required by law, having been submitted and filed, and all persons desiring to be heard in connection with said proposed local law having been heard, and said proposed local law having been in the possession of the members of the Common Council of the City of Oneida in its final form in the manner required by Section 20 of the Municipal Home Rule of the State of New York; and

**WHEREAS**, the enactment of proposed Local Law No. 2023 has previously been determined to be an unlisted action and will have no significant effect on the environment thus concluding the SEQR review process; and

**WHEREAS**, it is in the public interest to enact said proposed Local Law No. 2023.

**NOW, THEREFORE**, it is

**RESOLVED** that the Common Council of the City of Oneida, Madison County, New York, does hereby enact a proposed Local Law of 2023 as follows:

**A LOCAL LAW OVERRIDING THE TAX LEVY LIMIT ESTABLISHED  
IN GENERAL MUNICIPAL LAW §3-C IN THE CITY OF ONEIDA**

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

**Section 1. LEGISLATIVE INTENT**

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the City of Oneida, County of Madison pursuant to General Municipal Law §3-c, and to allow the City of Oneida to adopt a City budget for City purposes for the fiscal year 2024, that requires a real property tax levy in excess of the "tax levy limit" as defined by the General Municipal Law §3-c.

**Section 2. AUTHORITY**

This local law is adopted pursuant to Subdivision 5 of the General Municipal Law §3-c, which expressly authorizes the Common Council to override the tax levy limit by the adoption of a local law approved by a vote of sixty percent (60%) of the Common Council.

**Section 3. TAX LEVY LIMIT OVERRIDE**

The Common Council of the City of Oneida, County of Madison, is hereby authorized to adopt a budget for the fiscal year 2024 that requires a real property tax levy in excess of the limit specified in General Municipal Law §3-c.

**Section 4. SEVERABILITY**

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

**Section 5. EFFECTIVE DATE**

This local law shall take effect upon enactment by the Common Council.”

Councilor Szczerba \_\_\_\_\_  
Councilor Laureti \_\_\_\_\_  
Councilor Rossi \_\_\_\_\_  
Councilor Kinville \_\_\_\_\_  
Councilor Pagano \_\_\_\_\_  
Councilor Simchik \_\_\_\_\_  
**MOTION CARRIED**

4. **BOARD REAPPOINTMENT-TRAFFIC SAFETY BOARD**

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, to approve the Mayor's reappointment of Bruce Burke to the Traffic Safety Board for a 3-year term.

Ayes:

Nays:

**MOTION CARRIED**

5. AGREEMENT-SERVOMATION REFRESHMENTS, INC.

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, to authorize the Mayor to sign an agreement with Servomation Refreshments, Inc. for a vending machine at the Rec Center.

Ayes:

Nays:

**MOTION CARRIED**

Servomation Refreshments Inc.

VENDING, MICRO-MARKET and OFFICE REFRESHMENT AGREEMENT

This is a Service Agreement by and between Servomation Refreshments Inc, with a business mailing address as set forth below, hereinafter called "Operator" and City of Oncida - Parks and Recreation with a business mailing address as set forth below, hereinafter called "Client". In consideration of the mutual premises and obligations hereinafter set forth to be performed and observed by each of the parties, the parties hereby covenant and agree as follows:

1. SCOPE OF VENDING SERVICES AND TERM: Client does hereby grant to Operator the exclusive right to sell snacks, candy, hot and cold carbonated and non-carbonated beverages, office refreshments and allied supplies, juices, dairy products, cold food, and similar items (collectively, "Vending Products") through vending machines and micro market kiosks, office refreshment systems and water filtration units (collectively, "Vending Equipment") at Client facilities located at 217 Cedar Street, Oncida, NY 13421 (the "Premises") for a term of 12 months, beginning on 11/29/2023 and continuing through 11/28/2024 (the "Initial Term").

2. CONSIDERATION, OPERATOR SERVICES: During said term, or any renewal thereof:

- a. Operator and Client, as consideration for the exclusive rights granted herein, agree that the Operator will provide management and organizational support, purchasing and price considerations, equipment and technology investment at considerable cost to the Operator. Operator will perform service at no cost or remuneration to the Client, unless specifically agreed to by the parties in an addendum or attachment to this Agreement.
b. Operator shall cause, at its sole expense, the installation, servicing and repair of all Vending Equipment at the Premises and such other locations as may be from time to time mutually agreed to by the parties hereto. Client will assist Operator in determining the optimum placement of equipment to maximize sales.
c. Operator will maintain commercial general liability insurance, including but not limited to product liability, bodily injury and property damage in the amount not less than \$1,000,000 combined single limit; said coverage shall be provided on an "occurrence" basis, to protect the Client from Operator's gross negligence. Certificates of insurance shall be made available upon written request.
d. Operator shall be solely responsible for the selection of Vending Products to be vended and the determination of selling prices.
e. Operator shall be solely responsible for the management and operation of the Vending Equipment. Client will ensure only the Operator or its representatives may relocate, remove or replace Vending Equipment at the Client's Premises.
f. All Vending Equipment, including but not limited to water connections, electrical cable lines and installed fixtures together with the contents thereof, shall at all times remain, the property of the Operator and shall be removed promptly by Operator upon the expiration or termination of the Agreement. Vending Equipment shall not be removed prior to Client's payment, in full, of any outstanding financial obligations to Operator. If during the term of this Agreement all or part of the business conducted by the Client at the Premises is moved to a new location, then this Agreement, in Operator's sole discretion, shall be deemed amended and apply to Client's new location.
g. Operator shall be responsible for the collection and payment of all sales, or other taxes arising in connection with sales from the Vending Equipment located at Client's Premises.
h. It is mutually agreed, this Agreement shall automatically renew for a like period, unless either party notifies the other at least 90 days prior to the term expiration.

3. CLIENT'S OBLIGATIONS:

- a. Client will use reasonable efforts to cooperate with Operator to facilitate the vending services. Client agrees to accept the Vending Equipment provided herein, and Client shall, at its expense, provide secure and adequate space at its Premises for the Vending Equipment and the utilities for the Vending Equipment's proper operation, including without limitation for electricity (including outlets), water, light, heat, extermination services and adequate drainage fixtures.
b. Client shall exercise reasonable care in protecting the Vending Equipment from abuse, vandalism and theft, and shall immediately report to Operator any Vending Equipment malfunction or damage. Client understands the particular protection required in the Company's micro-market service. Should on site pilferage occur at the Client location, the Client will actively take measures to protect the assets of the Company on the Client's location. Should pilferage exceed 3.5% of revenue, the Client agrees to reimburse the Company for its gross sales losses incurred by the pilferage, payable monthly.
c. In the event of any unresolved Operator service issues, Client agrees to notify Operator of the nature of such problems in writing by certified or overnight mail, and Operator shall have the opportunity to cure any such issues within sixty (60) business days of receipt of such written notice. The Client shall make its best effort to assist the Operator in resolving any open issues at the location. This assistance shall be in the form of sharing written correspondence concerning service requirements, providing access to on site management and/or other instructive suggestions to remedy any open items.

4. CANCELLATION: The terms and conditions under which this Agreement may be cancelled are as follows:

- a. In the event that either the Operator or Client shall default in the performance of any of its obligations hereunder, and such default shall not be cured by that party within sixty (60) business days after receipt of a written notice sent by certified or overnight mail from the party claiming such default, then and in that event and for so long thereafter as such default shall not be cured, claiming party may elect to terminate this Agreement by sending to defaulting party by certified or overnight mail, a written notice of such termination, specifying the termination date of which shall be no less than sixty (60) business days from the date the defaulting party received such termination notice.

5. INDEMNIFICATION: Operator shall defend, hold harmless, and indemnify Client against any and all bodily injury and/or property damage claims, liabilities, damages, and expenses, including court costs and reasonable attorneys' fees, or judgments asserted against or imposed upon or incurred by Client that arise out of the gross negligence or intentional misconduct of Operator or its employees. Client shall defend, hold harmless, and indemnify Operator against any and all bodily injury and/or property damage claims, liabilities, damages, and expenses, including court costs and attorneys' fees, or judgments asserted against or imposed upon or incurred by Operator that arise out of the negligence or intentional misconduct of Client or its employees.

6. NOTICES: All notices required by the terms of this Agreement to be sent to the other party in writing shall be forwarded by certified or overnight mail, to the addresses indicated below At: Corporate Counsel. Timely written notice of any address change is required.

7. ENTIRE AGREEMENT, MODIFICATIONS AND WAIVERS, SEVERABILITY: HEADINGS: This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, oral or written between the parties. The terms and provisions of this Agreement may be modified, amended or waived only by written agreement executed by both parties hereto.

8. DISPUTE RESOLUTION, GOVERNING LAW: Client and Operator agree to meet and confer in good faith to resolve any issues or disputes that may arise under this Agreement. In the event the matter cannot be resolved between the day to day contacts, the parties shall meet at the corporate officer level, and, if still unresolved, shall submit to mediation, in a good faith attempt to resolve all claims prior to any litigation. Except to the extent that injunctive or emergency relief may be necessary to enforce any of the terms of this Agreement, Any disagreement that cannot be resolved between the parties shall be determined on request of either party by one arbitrator from the American Arbitration Association, with the losing party paying all of the prevailing party's damages, including loss of profits, reasonable attorney's fees, and disbursements. Venue shall be in Madison County, NY. In event of breach Client shall pay Servomation as liquidated damages a sum equal to the number of weeks remaining in this Agreement's term multiplied by Operator's average weekly profits (defined as gross receipts less 50% as cost of operations). The individual signing this contract represents to Servomation that they have the authority to enter into this Service Agreement.

9. BENEFIT: This Agreement shall be binding upon the parties hereto and shall inure to the benefit of, and be binding upon, the respective successors and assigns of each party hereto. Operator and Client each have the absolute right, in their sole discretion, to assign their rights and responsibilities under this Agreement.

10. COST OF PROCUREMENT: Client will have no obligation for the cost of Operator's procurement program. These costs will be offset in their entirety by the Operator through recovering benefits of volume purchasing contracts, brand allowances, rebates, cash discounts and/or slotting fees.

THIS AGREEMENT, THE TERMS OF WHICH HAVE BEEN FREELY NEGOTIATED BY EACH PARTY, IS SUBJECT TO THE TERMS AND CONDITIONS. CLIENT AND OPERATOR ACKNOWLEDGE TO HAVING READ AND ACCEPTED THE UNDERSIGNED EACH HEREBY ACKNOWLEDGE THAT THEY POSSESS THE REQUISITE AUTHORITY TO ENTER INTO THIS TRANSACTION AND SIGN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

OPERATOR: Servomation Refreshments Inc.

By: \_\_\_\_\_
Title \_\_\_\_\_
Print Name: \_\_\_\_\_

Mailing Address: 7098 Mount Pleasant Road
Canastota, NY 13032

CLIENT: \_\_\_\_\_
By: \_\_\_\_\_
Print Name \_\_\_\_\_
Title: \_\_\_\_\_
Mailing Address: \_\_\_\_\_

Client Notification Address:
[ ] Check if same as above, or:

Print Name: \_\_\_\_\_
Title: \_\_\_\_\_
Mailing Address: \_\_\_\_\_

6. APPROVE CONTRACT EXTENSION-HELMER'S TREE & LANDSCAPE LLC

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, to approve 1-year contract extension option for Tree Removal and Trimming Contract from Helmer's Tree & Landscape, LLC, 3849 Sconondua Rd., Oneida, NY 13421.

Ayes:

Nays:

**MOTION CARRIED**



**CITY OF ONEIDA  
OFFICE OF THE CITY ENGINEER**

Jeffrey A. Rowe, P.E.  
City Engineer



109 North Main Street  
Oneida, New York 13421  
Tel: 315-363-4800  
Fax: 315-363-9558  
jrowe@oneidactyny.gov  
www.oneidacityny.gov

November 13, 2023

Andrew Helmer  
Helmer's Tree & Landscape, LLC  
3849 Sconondoa Road  
Oneida, NY 13421

**Re: City of Oneida – 2024 Contract Extension**

Dear Mr. Helmer,

This letter is to express agreement on both parties (City of Oneida and Helmer's Tree & Landscape) to exercise the 1 Year Extension Option that is included in the 2023 Tree Removal and Trimming Contract. The 1 Year Extension Option would include the same terms as the signed 2023 Contract during the renewal term January 1, 2024 through December 31, 2024.

Extension is pursuant to Common Council resolution. Please sign the designated space below expressing agreement in exercising the 1 Year Extension Option. Please let me know if there are any questions or concerns.

Sincerely,

Handwritten signature of Jeffrey A. Rowe in black ink.

Jeffrey A. Rowe, P.E.  
City Engineer

Mutual Interest in Exercising 1 Year Extension Contract Option for 2024 Tree Removal and Trimming Contract:

**CITY OF ONEIDA**

**HELMER'S TREE AND LANDSCAPE LLC**

Print: \_\_\_\_\_

Print: Andrew Helmer

Sign: \_\_\_\_\_

Sign: Andrew Helmer

7. AGREEMENT-SCOTT DICKAN-ENTERTAINMENT SERVICES

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, to authorize the Mayor to sign an Agreement with Scott Dickan, 6594 Bartlett Rd., Rome, NY 13440 to provide entertainment services at the Kallet Civic Center on December 1, 2023, between the hours of 7:30p.m. and 9:00p.m. for the sum of \$800 following the Parade of Lights and Tree Lighting Ceremonies.

Ayes:

Nays:

**MOTION CARRIED**

CONTRACT FOR SERVICES

This Agreement made the 14 day of November, 2023, between the City of Oneida, a municipal corporation, 109 N. Main Street, Oneida, New York, (hereinafter referred to as the "City") and Scott Dickan, of 6594 Bartlett Rd, Rome NY 13440, New York, (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the City has agreed to pay the Contractor the sum of \$800.00 for performing the services described below, and

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

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

1. The Contractor will provide the following described service on the 1 day of December, 2023, between the hours of 7:30 P.M. and 9:00 P. M:  
The band AZ IF will perform at a concert at the Kallet Civic Center
  
2. The City will pay the Contractor the sum of \$ 800.00 for the services described above, unless such performance is cancelled due to inclement weather or other unavoidable circumstance which is beyond the control of either party.
  
3. The parties agree that in the event the Contractor's performance is cancelled due to inclement weather or other unavoidable circumstance beyond the control of either party, then the parties shall make a reasonable effort to reschedule the performance. If rescheduling does not occur, then this contract shall be null and void.

CITY OF ONEIDA

Dated: \_\_\_\_\_

By: \_\_\_\_\_

CONTRACTOR

Dated: 11/14/23

By: 

ACKNOWLEDGEMENTS

STATE OF NEW YORK )

Ss:

**8. APPROVE REDUCED FEE-USAGE FEE-RECREATION CENTER BATTING CAGES**

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, to approve a reduced rate of \$5.00 per session usage fee for use of the Recreation Center batting cages for Mike Curro, Crush Academy Ground Up Hitting.

Ayes:  
Nays:

**MOTION CARRIED**

## Batting Cage Usage for Lessons

By: Mike Curro – Crush Academy Ground Up Hitting

Proposal for cage Usage:

All students will fill out mandatory form as per Recreation Center rules of conduct.

With the use of the cage, I am proposing that a \$5.00 usage fee per session be paid to the Rec Center. Along with that I will provide a softball/baseball clinic during the spring for area youth – as I did last season. I will also help with the Rec Centers Rage in the Cage hitting league/session, as I also did last year. Also, I will be doing a basketball clinic as I am this year too. As a profession in the areas mentioned above my rate would be over 200 an hour. (I make this in other parts of the state). Schedule of cage usage will be given to Rec staff to enter into usage calendar by Sunday of each week. My gear and specific equipment will be left for usage by anyone using cage. I am hoping you can see that I will be giving back my time to help benefit area youth in physical growth and development as well as the mental aspect associated with sports.

Thank you for your time and consideration!

Mike Curro

9. BUDGET TRANSFERS/AMENDMENTS

RESOLUTION 23-

Moved by Councilor  
 Seconded by Councilor

	<u>To</u>	<u>From</u>
<b>2023 Budget Adjustments</b>		
\$ 6,434.00	001.9010.0806.0000 ERS Retirement	001.1620.0401.0000 Electric & Gas
<i>To re-allocate funds to cover cost of ERS Retirement Invoice</i>		
\$ 11,936.00	001.9011.0807.0000 Police & Fire Retirement	001.1620.0401.0000 Electric & Gas
<i>To re-allocate funds to cover cost of Police &amp; Fire Retirement Invoice</i>		

Ayes:

Nays:

**MOTION CARRIED**

**10. COUNCIL DISCUSSION-CITY MANAGER**

**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