

## **CITY OF ONEIDA**

## MEETING OF THE COMMON COUNCIL

109 N. MAIN ST., ONEIDA, NY 13421

## **AGENDA**

Date:

December 19, 2023

Presiding:

Helen B. Acker, Mayor

Time:

6:30 p.m.

Clerk:

Sandy LaPera, City Clerk

Location:

**Common Council Chambers** 

Meeting Type:

Regular ⊠ Sp

Special 🗆

Call to Order/Pledge of Allegiance/Roll Call

**PUBLIC COMMENT:** 

Limited to 3 minutes

**OLD BUSINESS:** 

**SUPERVISOR'S REPORT:** 

Approval of the Minutes: December 5, 2023

Approval of Warrant: 2

24

Item	Title	Facilitator
1.	MONTHLY REPORTS: receive and place on file the Monthly Reports from the City Clerk, City Engineer, Codes Department, Comptroller, Fire Department, Parks & Recreation Department, Planning Department and Police Department	CITY CLERK
2.	<b>BUDGET TRANSFERS/AMENDMENTS</b> : approve the Budget Transfers and Amendments as outlined by the Comptroller	WELLS
3.	<b>BOARD REAPPOINTMENT:</b> approve the Mayor's reappointment of Colleen Samura to the Recreation Board for a 3-year term	MAYOR
4.	WATER RATES & SERVICE CHARGES AND SEWER RATES: approve the 2024 Water Rates, Water Service Charges and Sewer Rates	MONAGHAN/ ROWE
5.	<b>BOARD REAPPOINTMENT:</b> approve the Mayor's reappointment of Erwin Smith to the Ethics Board for a 3-year term	MAYOR
6.	CELLULAR PHONE POLICY: receive and place on file the Employees Acknowledgement and Understanding of the Cellular Telephone Administrative Policy from Fire Department Employees: Andrew Cooney, David Hoffman, Noel Strife, and Charles Kazlauskas and further approve the Cellular Telephone Request Form from said employees	WELLS

Item	Title	Facilitator
7.	WATER DEPARTMENT AGREEMENTS: authorize the Mayor to sign the 2024 Marble Hill Maintenance Agreement; the 2024 Stockbridge Water District Maintenance Agreement; and the 2024 Prospect Street Water District Maintenance Agreement	MONAGHAN
8.	APPROVE BID: approve the apparent low bidder meeting specifications for Liquid Aluminum Sulfate to Holland Co. Inc. 153 Howland Avenue, Adams, MA 01220	ROWE
9.	APPROVE BID: approve the apparent low bidder meeting specifications for Liquid Chlorine & Sodium Hypochlorite to Slack Chemical Co. Inc. 465 South Clinton Street, Carthage, NY 13619	ROWE
10.	<b>AUTHORIZATION:</b> authorize the Fire Marshal to retain a design professional to evaluate the structure located at 136 Madison Street consistent with Resolution 23-175 approved on October 3, 2023	JONES

## **NEW BUSINESS**

## MINUTES OF THE COMMON COUNCIL REGULAR MEETING DECEMBER 19, 2023

A meeting of the Common Council of the City of Oneida, NY was held on the nineteenth day of December 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	<b>Arrived Late</b>
Mayor Acker Councilor Szczerba Councilor Laureti Councilor Rossi Councilor Kinville Councilor Pagano Councilor Simchik			
Supervisors			
Matt Roberts Mary Cavanagh Joe Magliocca Brandee DuBois			
Also Present			
City Attorney Nadine Bell City Clerk Sandy LaPera City Engineer Jeff Rowe Codes Director Bob Burnett Comptroller Lee Ann Wells		Fire Chief Scott Jones Police Chief Steve Lowe Public Safety Com. Kev Other Other	

Call to Order/Pledge of Allegiance/Roll Call

PUBLIC COMMENT: OLD BUSINESS: SUPERVISOR'S REPORT:

## **APPROVAL OF MINUTES**

Moved by Councilor Seconded by Councilor

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

Ayes:

Nays:

#### **APPROVAL OF WARRANT**

Moved by Councilor Seconded by Councilor

**RESOLVED**, that Warrant No. 24, checks and ACH payments in the amount of \$875,048.15 as audited by the Voucher Committee are hereby approved for payment in the usual manner at the discretion of the Comptroller.

Ayes:

Nays:

WARRANT	24	
DATE:	December 19, 2023	

FUND		PAYMENT NUMBER (S)	AMOUNT
Capital		4835-4837	\$ 724,907.07
DRI Fund	031	1002	\$ 5,465.45
Fund	027		
ARPA Fund	030	1291-1294	\$ 32,613.09
Current Funds		73257-73343	\$ 109,673.00
ACH			\$ 2,389.54

WARRANT #1 TOTAL	\$	875,048.15
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Oneida, NY

## Expense Approval Report By Fund

Payment Dates 12/11/2023 - 12/19/2023

Sylvania Co.			,		12, 13, 2020
Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
COOPER ELECTRIC	73276	12/19/2023	light supplies	001.3310.0200.0000	40.92
NATIONAL GRID	73311	12/19/2023	ELECTRIC	001.1620.0401.0000	4,122.43
TRI AIR TESTING INC	73338	12/19/2023	Yearly SCBA air testing	001.3410.0400.0000	607.00
MARCY HYDRAULICS	73304	12/19/2023	hydrolic parts	001.5132.0300.0000	281.99
AMAZON WEB SERVICES, LLC.	DFT0004306	12/19/2023	FOLDING MACHINE	001.1660.0300.0000	776.27
AMAZON WEB SERVICES, LLC.	DFT0004306	12/19/2023	3 DOZEN BANKERS BOXES	001.1660.0300.0000	86.10
WAL-MART, INC.	73341	12/19/2023	Running Supplies	001.3120.0300.0000	67.99
JAMES HUYCK	73293	12/19/2023	MUNY BASKETBALL	001.7140.0403.2020	90.00
WAL-MART, INC.	73341	12/19/2023	BLANKET PO	001.7140.0200.0000	68.84
BUZZ PUTNAM	73267	12/19/2023	MUNY BASKETBALL	001.7140.0403.2020	90.00
MICHAEL VANKIEWICZ	73309	12/19/2023	MUNY BASKETBALL	001.7140.0403.2020	90.00
LOWE'S HOME IMPROVEMEN	73303	12/19/2023	Holiday Supplies	001.7140.0403.2045	554.90
Timothy Hartley	73335	12/19/2023	reimb for station boot purcha	001.3410.0317.0000	205.50
INTERNATIONAL CITY/COUNTY.	.DFT0004307	12/19/2023	JOB POSTING CITY MANAGE	001.1430.0403.0000	600.00
ONEIDA CO ARSON TASK FORC	73316	12/19/2023	Fall arson seminar Hoffman, C	. 001.3410.0438.0000	200.00
LOWE'S HOME IMPROVEMEN	73303	12/19/2023	tool chest	001.3410.0200.0000	612.61
WAL-MART, INC.	73341	12/19/2023	misc as needed	001.3410.0405.0000	7.00
AMAZON WEB SERVICES, LLC.	DFT0004306	12/19/2023	DECORATION FOR ADULT PR	001.7140.0300.0000	42.07
SHELBY WINCHELL	73328	12/19/2023	REFUND	001.0017.2031.0000	160.00
CALLANAN INDUST. INC.	73268	12/19/2023	ICY PAVEMENT	001.5142.0300.0000	1,950.62
SPECTROTEL, INC.	73330	12/19/2023	LONG DISTANCE	001.1680.0403.0000	127.46
LOWE'S HOME IMPROVEMEN	73303	12/19/2023	supplies	001.1620.0300.0000	160.52
LOWE'S HOME IMPROVEMEN	73303	12/19/2023	OFFICE WALLS	001.1660.0300.0000	175.12
Meret USA	DFT0004308	12/19/2023	SHORT PAID INVOICE	001.3410.0201.0000	3.00
MICHAEL HOKE	73308	12/19/2023	MUNY BASKETBALL	001.7140.0403.2020	180.00
FRED DECK	73282	12/19/2023	MUNY BASKETBALL	001.7140.0403.2020	90.00
CARVON BRAZIER	73270	12/19/2023	MUNY BASKETBALL	001.7140.0403.2020	90.00
SCOTT CARROLL	73326	12/19/2023	SCORE KEEPER	001.7140.0403.2020	180.00
FRANK SPINA	73281	12/19/2023	MUNY BASKETBALL	001.7140.0403.2020	180.00
MARK DEMBROW	73305	12/19/2023	MUNY BASKETBALL	001.7140.0403.2020	90.00
LOWE'S HOME IMPROVEMEN	73303	12/19/2023	various tools	001.3410.0407.0000	376.01
ROBERT SHEARIN	73323	12/19/2023	SCORE KEEPER	001.7140.0403.2020	90.00
MARTY NEMECEK	73306	12/19/2023	NUMY BASKETBALL	001.7140.0403.2020	90.00
AMAZON WEB SERVICES, LLC.	DFT0004306	12/19/2023	POUCHES	001.1660.0300.0000	22.65
LOWE'S HOME IMPROVEMEN	73303	12/19/2023	supplies	001.1620.0300,0000	25.72
AMAZON WEB SERVICES, LLC.	DFT0004306	12/19/2023	LABELS	001.1660.0300.0000	15.98
ONEIDA PUBLIC LIBRARY DISTR.	.73318	12/19/2023	Microfilm Conversion	001.3120.0300.0000	124.50
WAL-MART, INC.	73341	12/19/2023	BLANKET PO	001.7140.0200.0000	74.78
LOWE'S HOME IMPROVEMEN	73303	12/19/2023	OFFICE WALLS	001.1660.0300.0000	20.30
AMAZON WEB SERVICES, LLC.	DFT0004306	12/19/2023	OFFICE CHAIRS	001.1660.0300.0000	171.98
AMAZON WEB SERVICES, LLC.	DFT0004306	12/19/2023	UNIFORM ITEM	001.3120.0317.0000	25.89
SCOTT CARROLL	73326	12/19/2023	CO-ED VOLLEYBALL	001.7140.0403.2021	200.00
TODD WORDEN	73336	12/19/2023	CO-ED VOLLEYBALL	001.7140.0403.2021	150.00
JUSTIS BROWN	73298	12/19/2023	SKILLS & DRILLS	001.7140.0403.2003	25.00
BETHANY HONNESS	73261	12/19/2023	SKILLS & DRILLS	001.7140.0403.2003	50.00
AUSTIN DEGROAT	73259	12/19/2023	SKILLS & DRILLS	001.7140.0403.2003	25.00
DAKOTA NOLAN	73277	12/19/2023	HOOOP MONSTERS	001.7140.0403.2003	84.00
RYAN LUSHER	73325	12/19/2023	SKILLS & DRILLS	001.7140.0403.2003	25.00
SILVER CITY TIRE INC	73329	12/19/2023	Running Auto Supplies	001.1640.0403.0001	2,190.24
SILVER CITY TIRE INC	73329	12/19/2023	tires	001.5132.0303.0000	847.04
BOONDOCKER EQUIPMENT	73263	12/19/2023	sander parts	001.5132.0300.0000	1,321.61
TOTAL SOLUTIONS	73337	12/19/2023	Replacement Hard Drive in Car.		61.41
QUADIENT LEASING USA INC	73319	12/19/2023	INK FOR THE POSTAGE MACH		166.25
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Vendor Name	Douglas and Blumbara	Doub Body	- 1 11 (fr. )		12/11/2023 - 12/13/2023
	Payment Number	Post Date	Description (Item)	Account Number	Amount
JC SMITH, INC.	73294	12/19/2023	PPE, ROAD SUPPLIES	001.5110.0314.0000	838.40
JC SMITH, INC.	73294	12/19/2023	SIGHNS, CONES	001.5110.0328.0000	800.00
HUMMELS OFFICE EQUIPMEN		12/19/2023	BUILDING SUPPLIES	001.1620.0405.0000	494.50
GE SOFTWARE	73284	12/19/2023	EKOS fule site module software	001.5132.0403.0000	80.00
GALLS INCORPORATED	73283	12/19/2023	HAIX Black Tactical Boots	001.3120.0317.0000	207.00
GALLS INCORPORATED	73283	12/19/2023	Shipping	001.3120.0317.0000	0.88
HIWAYTRAC LLC	73287	12/19/2023	GPS SERVICE	001.1620.0403.0003	352.00
JEROME FIRE EQUIPMENT CO, .		12/19/2023	cylinder hydrotesting & valve	001.3410.0400.0000	597.00
JEROME FIRE EQUIPMENT CO, .		12/19/2023	misc equipment- gloves, etc	001.3410.0201.0000	1,011.18
JEROME FIRE EQUIPMENT CO, .		12/19/2023	appl fittings	001.3410.0200.0000	419.85
MYERS AND COMPANY, LLC	73310	12/19/2023	RECHARGE EXTINGUISHER	001.3410.0407.0000	36.00
STEEL SALES INC	73331	12/19/2023	steel for fabrication	001.5132.0300.0000	895.00
STEEL SALES INC	73331	12/19/2023	steel for fabrication	001.5132.0300.0000	495.00
W B MASON CO, INC	73340	12/19/2023	OFFICE SUPPLIES	001.1660.0300.0000	89.94
ROI Office Interiors	73324	12/19/2023	Moving Office Equipment	001.3120.0300.0000	1,560.00
T & D FLEET SOLUTIONS	73333	12/19/2023	Spotlight Repair on Durange	001.1640.0403.0001	656.00
IMAGE NOW, INC.	73290	12/19/2023	BLUE CHECKS	001.1660.0300.0000	255.96
LEWIS UNIFORM CO., LLC	73302	12/19/2023	Carnahan misc uni order	001.3410.0317.0000	115.98
DAVIS MECHANICAL SERV INC		12/19/2023	REPAIR BOILER	001.7140.0409.0000	1,203.38
RELIABLE PRODUCTS	73321	12/19/2023	supplies	001.1620.0300.0000	85.00
CAMFIL USA, INC	73269	12/19/2023	FILTERS	001.1620.0300.0000	300.00
CAMFIL USA, INC	73269	12/19/2023	filters	001.1620.0300.0000	204.72
QUILL CORPORATION	73320	12/19/2023	OFFICE SUPPLIES	001.1660.0300.0000	99.10
	73334	12/19/2023	Bennett- Electrical Fire Investi		159.00
BUELL FUEL LLC	73266	12/19/2023	DIESEL	001.1640.0402.0000	6,685.98
CINTAS CORP	73273	12/19/2023	uniforms	001.5132.0403.0000	522.42
CINTAS CORP	73273	12/19/2023	uniforms	001.5132.0403.0000	269.60
CINTAS CORP	73273	12/19/2023	uniforms	001.5132.0403.0000	390.67
T & D FLEET SOLUTIONS	73333	12/19/2023	Traverse Driverside LED Turn S		130.00
WAYNE DALTON OF SYRACUSE		12/19/2023	EMERGENCY GARAGE DOOR R		415.00
AMERICAN ELECTRIC POWER	73258	12/19/2023	SOLAR POWER	001.1620.0401.0000	10,054.98
	73278	12/19/2023	October uniform order	001.3410.0317.0000	1,531.00
DANICE M VALERIO	73278	12/19/2023	October uniform order	001.3410.0317.0000	70.00
Richard Dropp	73322	12/19/2023	YOUTH BASKETBALL JERSEYS	001.7140.0403.2003	1,251.00
BRETT AGAN	73265	12/19/2023	ELF STILT WALKER - PERFORM		150.00
COOPER ELECTRIC	73276	12/19/2023	electrical supplies for gas truck.		49.09
	73276	12/19/2023	EMERGENCY LIGHT TRAFFIC	001.3310.0200.0000	10.69
	73276	12/19/2023	EMERGENCY LIGHT TRAFFIC	001.3310.0200.0000	15.92
COOPER ELECTRIC	73276	12/19/2023	EMERGENCY LIGHT TRAFFIC	001.3310.0200.0000	9.84
	73276	12/19/2023	electrical supplies	001.3310.0300.0000	112.86
COOPER ELECTRIC	73276	12/19/2023	building supplies	001.1620.0300.0000	87.24
MGM PARTS DISTRIBUTORS, I		12/19/2023	parts	001.5132.0300.0000	117.68
MGM PARTS DISTRIBUTORS, I MGM PARTS DISTRIBUTORS, I		12/19/2023	parts	001.5132.0300.0000	97.46
MGM PARTS DISTRIBUTORS, I		12/19/2023	MISC AS NEEDED	001.3410.0409.0000	25.98
MGM PARTS DISTRIBUTORS, I		12/19/2023	parts	001.5132.0300.0000	30.56
BUELL FUEL LLC	73266	12/19/2023	parts	001.5132.0300.0000	61.12
BLISS ENVIRONMENTAL SERVI		12/19/2023	GASOLINE	001.1640.0401.0000	4,986.36
BLISS ENVIRONMENTAL SERVI		12/19/2023	TRASH REMOVAL	001.1620.0403.0003	246.50
BLISS ENVIRONMENTAL SERVI		12/19/2023	GARBAGE REMOVAL	001.1620.0403.0003	109.00
	73301	12/19/2023	217 CEDAR ST	001.1620.0403.0003	119.90
	73301	12/19/2023	Raptor RP-1 Dueal Directional		3,217.82
NORTHLAND COMMUNICATI		12/19/2023	Raptor RP-1 ruggedized carryi		248.00
	73264	12/19/2023	PHONE modical sumplies	001.1680.0403.0000	1,126.91
·	73266	12/19/2023	medical supplies	001.3410.0300.0000	2,889.16
	73266	12/19/2023 12/19/2023	DIESEL DIESEL	001.1640.0402.0000	3,929.84
INTERSTATE BATTERY SYSTEM		12/19/2023		001.1640.0402.0000	2,520.83
	73274	12/19/2023	battery per DPW garage	001.3410.0409.0000	547.80
	73280	12/19/2023	KENWOOD LIGHT Oil	001.1620.0401.0000	211.08
	73297	12/19/2023	softball pitching machine	001.1640.0403.0001	730.00
	<del>-</del> ·		sortoan piterinig machine	001.7140.0403.2022	2,085.00

Expense Approval Report				Payment Dates: 12/11/2023	3 - 12/19/2023
Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
HOWLAND PUMP AND SUPPLY	73288	12/19/2023	PLUMBING SUPPLIES	001.1620.0300.0000	87.16
ONEIDA OFFICE SUPPLY	73317	12/19/2023	BLANKET PO	001.7140.0300.0000	18.00
ONEIDA OFFICE SUPPLY	73317	12/19/2023	OFFICE SUPPLIES	001.1660.0300.0000	77.99
ONEIDA OFFICE SUPPLY	73317	12/19/2023	CARD STOCK SHARPIES	001,3410,0408.0000	21.98
KIME HARDWARE	73300	12/19/2023	QUARTERLY SUPPLIES	001.1620.0300.0000	30.25
KIME HARDWARE	73300	12/19/2023	QUARTERLY SUPPLIES	001.1620.0300.0000	67.72
KIME HARDWARE	73300	12/19/2023	QUARTERLY SUPPLIES	001.1620.0300.0000	14.18
CLIFTON RECYCLING	73275	12/19/2023	TUB GRINDER	001.5110.0404.0000	7,703.13
WITMER PUBLIC SAFETY GRO	73343	12/19/2023	Krol Haix boots 2 prs	001.3410.0317.0000	163.93
		,,	'	und 001 - GENERAL FUND Total:	82,311.22
Fund: 002 - WATER					
AMAZON WEB SERVICES, LLC.	DFT0004306	12/11/2023	amazon	002.8300.0319.0000	569.61
NATIONAL GRID	73311	12/19/2023	ELECTRIC	002.8300.0401.0000	432.23
VERIZON	73339	12/19/2023	Verizon	002.8300.0403.0000	29.35
WAL-MART, INC.	73341	12/19/2023	WALMART, INC.	002.8300.0319.0000	98.00
LOWE'S HOME IMPROVEMEN	. 73303	12/19/2023	LOWES	002.8300.0319.0000	743.58
CALLANAN INDUST. INC.	73268	12/19/2023	RUNNING PO	002.8300.0319.0000	764.97
CALLANAN INDUST. INC.	73268	12/19/2023	RUNNING PO	002.8300.0319.0000	239.58
LOWE'S HOME IMPROVEMEN	. 73303	12/19/2023	LOWE'S HOME IMPROVEMEN	Г 002.8300.0319.0000	40.82
LOWE'S HOME IMPROVEMEN		12/19/2023	LOWES	002.8300.0319.0000	154.58
VERIZON	DFT0004309	12/19/2023	FIOS	002.8300.0401.0000	75.99
WAL-MART, INC.	73341	12/19/2023	WALMART, INC.	002.8300.0319.0000	149.53
HACH COMPANY	73286	12/19/2023	HACH	002.8300.0302.0000	148.41
HACH COMPANY	73286	12/19/2023	HACH	002.8300.0302.0000	83.85
BENEFACTOR FUNDING CORP	73260	12/19/2023	Life Science	002.8300.0415.0000	111.24
BENEFACTOR FUNDING CORP	73260	12/19/2023	Life Science	002.8300.0415.0000	22.68
COOPER ELECTRIC	73276	12/19/2023	RUNNING PO	002.8300.0319.0000	27,31
MGM PARTS DISTRIBUTORS, I		12/19/2023	MGM Auto Parts- Central Gar.		15.28
BUELL FUEL LLC	73266	12/19/2023	Buell Fuel	002.8300.0401.0000	360.29
NEW YORK SECTION AWWA	73312	12/19/2023	AWWA TRAINING	002.8300.0416,0000	200.00
ONEIDA CARPETS, INC.	73314	12/19/2023	ONEIDA CARPETS	002.8300.0319.0000	1,309.10
ONEIDA CARPETS, INC.	73314	12/19/2023	CARPET	002.8300.0319.0000	1,225.19
GRAINGER INC	73285	12/19/2023	BATTERIES	002.8300.0319.0000	1,223,19
KIME HARDWARE	73300	12/19/2023	RUNNING PO	002.8300.0319.0000	3.70
BLISS ENVIRONMENTAL SERVI		12/19/2023	RUNNING PO	002.8300.0319.0000	29.43
SUIT-KOTE CORP	73332	12/19/2023	SUITE- KOTE	002.8300.0319.0000	
JEFF SALERNO ELECTRIC LLC	73295	12/19/2023	JEFF SALERNO LLC.	002.8300.0319.0000	5,100.00 1,650.00
JETT SALENNO ELLETNIC ELC	73293	12/13/2023	JEFF SALEKINO LLC.	Fund 002 - WATER Total:	13,597.18
Fund: 003 - SEWER					,
CERTIFIED ENVIRONMENTAL S.	73271	12/19/2023	lab services	003.8110.0400.0001	1,926.00
CERTIFIED ENVIRONMENTAL S.	73271	12/19/2023	00069804	003.8110.0400.0001	346.00
CERTIFIED ENVIRONMENTAL S.		12/19/2023	lab services	003.8110.0415.0000	478.00
NATIONAL GRID	73311	12/19/2023	ELECTRIC	003.8110.0401.0000	123.95
LOWE'S HOME IMPROVEMEN		12/19/2023	fire requirement sink	003.8110,0200,0000	321.70
CITY OF SHERRILL	73274	12/19/2023	KENWOOD AVE PUMP	003.8110.0401.0000	93.30
JAMES CULLEN	73292	12/19/2023	воок	003.8110.0413.0000	135.00
CHARTER COMMUNICATIONS		12/19/2023	BROADWAY PUMP STATION	003.8110.0401.0000	119.98
SENECA PLUMBING AND HEAT.		12/19/2023	plumbing supplies	003.8110.0200.0000	83.30
SENECA PLUMBING AND HEAT.		12/19/2023	QUARTERLY SUPPLIES	003.8110.0200.0000	121.50
SENECA PLUMBING AND HEAT.		12/19/2023	plumbing supplies	003.8110.0200.0000	279.32
SENECA PLUMBING AND HEAT.		12/19/2023	plumbing supplies pump station floats	003.8110.0200.0000	279.32
ADIRONDACK ENVIRONMENT		12/19/2023	lab services	003.8110.0415.0000	683.40
SENECA PLUMBING AND HEAT.		12/19/2023	QUARTERLY SUPPLIES	003.8110.0200.0000	39.00
SENECA PLUMBING AND HEAT.		12/19/2023	QUARTERLY SUPPLIES	003.8110.0200.0000	10.50
CITY OF SHERRILL	73274	12/19/2023	SKINNER RD		
SENECA PLUMBING AND HEAT.		12/19/2023		003.8110.0435.0000	15.53
COOPER ELECTRIC	73276		supplies	003.8110.0200.0000	166.00
MGM PARTS DISTRIBUTORS, I		12/19/2023 12/19/2023	ELECTRICAL SUPPLIES PARTS	003.8110.0200.0000	13,44
NORTHLAND COMMUNICATI		12/19/2023	PHONE	003.8110.0300.0000	15.70
CERTIFIED ENVIRONMENTALS		12/19/2023	PHONE parmit campling	003.8110.0401.0000	461.46

12/19/2023

permit sampling

CERTIFIED ENVIRONMENTAL S...73271

367.00

003.8110.0415.0000

Expense A	pproval	Report
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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
CERTIFIED ENVIRONMENTALS	573271	12/19/2023	lab services	003.8110.0415.0000	905.00
ONEIDA CITY CHAMBERLAIN	73315	12/19/2023	WATER/SEWER DIGESTER BUI	. 003.8110.0313.0000	2,907.81
KEMIRA WATER SOLUTIONS, I	73299	12/19/2023	iron salts	003.8110.0329.0000	5,894.11
HOWLAND PUMP AND SUPPL	Y73288	12/19/2023	plumbing supplies	003.8110.0200.0000	220.60
KIME HARDWARE	73300	12/19/2023	supplies	003.8110.0200.0000	21.55
KIME HARDWARE	73300	12/19/2023	supplies	003.8110.0200.0000	42.34
KIME HARDWARE	73300	12/19/2023	supplies	003.8110.0200.0000	59.10
KIME HARDWARE	73300	12/19/2023	supplies	003,8110.0200.0000	14.99
KIME HARDWARE	73300	12/19/2023	supplies	003.8110.0200.0000	38.56
				Fund 003 - SEWER Total:	16,154.14
Fund: 005 - CAPITAL					
EMPIRE STATE DEVELOPMENT	Г4836	12/19/2023	1% FEE	005.8110.0401.0019	20,147.03
BARTON & LOGUIDICE, DPC	4835	12/19/2023	BARTON & LOGUIDICE DPC	005.8300.0401.0022	586.50
ENERGY SYSTEMS GROUP	4837	12/19/2023	WWTP	005.8110.0401.0019	704,173.54
				Fund 005 - CAPITAL Total:	724,907.07
Fund: 030 - Federal ARPA					
HELMER'S COMPLETE TREE SE	E 1292	12/19/2023	TREE CONTRACT	030.5110.0402.0000	3,725.00
ABDOO SECURITY & AUTOMA	1291	12/19/2023	Replace access Control to 1st F	030.1620.0401.0000	8,700.00
ABDOO SECURITY & AUTOMA	1291	12/19/2023	ALARM SERVICE	030.1620.0401.0000	95.00
LOWE'S HOME IMPROVEMEN	1293	12/19/2023	supplies for Planning relocation	030.1620.0401.0000	58.86
LOWE'S HOME IMPROVEMEN	1293	12/19/2023	supplies for Planning relocation	1 030.1620.0401.0000	45.78
LOWE'S HOME IMPROVEMEN	1293	12/19/2023	supplies for Planning relocation	030.1620.0401.0000	49.51
LOWE'S HOME IMPROVEMEN	1293	12/19/2023	12/4/23	030.1620.0401.0000	21.83
ABDOO SECURITY & AUTOMA	1291	12/19/2023	Add Access Control to 2nd dlo.	030.1620.0401.0000	5,350.00
SMITH'S HOME DECORATING	1294	12/19/2023	paint for relocating planning	030.1620.0401.0000	279.61
HELMER'S COMPLETE TREE SE	E 1292	12/19/2023	tree contract	030.5110.0402.0000	14,287.50
				Fund 030 - Federal ARPA Total:	32,613.09
Fund: 031 - DRI					
MRB GROUP	1002	12/19/2023	PROFESSIONAL SERVICE	031.8020.0400.0000	5,465.45
				Fund 031 - DRI Total:	5,465.45
				Grand Total:	875,048.15

Payment Dates: 12/11/2023 - 12/19/2023

## **Report Summary**

## **Fund Summary**

Fund		Payment Amount
001 - GENERAL FUND		82,311.22
002 - WATER		13,597.18
003 - SEWER		16,154.14
005 - CAPITAL		724,907.07
030 - Federal ARPA		32,613.09
031 - DRI		5,465.45
	Grand Total:	875,048.15

#### **Account Summary**

Account Summary			
Account Number	Account Name	Payment Amount	
001.0017,2031.0000	REC CENTER REVENUE	160.00	
001.1430.0403.0000	CONTRACTS	600.00	
001.1620.0300.0000	MAT SUPPLIES	1,062.51	
001.1620.0401.0000	ELECTRIC AND GAS	14,388.49	
001.1620.0403.0003	CONTRACTS COMBINED	827.40	
001.1620.0405.0000	BUILDING MAINTENANC	494.50	
001.1640.0401.0000	CENTRAL GASOLINE	4,986.36	
001.1640.0402.0000	CENTRAL DIESEL	13,136.65	
001.1640.0403.0001	CENTRAL VEHICLE -POLI	3,706.24	
001.1660.0300.0000	Central Office Supplies	1,957.64	
001.1680,0403.0000	CONTRACTS	1,254.37	
001.3120.0300.0000	MAT SUPPLIES	1,813.90	
001.3120.0317.0000	CLOTHING	233.77	
001.3120.0410.0000	RADIO MAINTENANCE &	3,465.82	
001.3310.0200.0000	EQUIPMENT	77.37	
001.3310.0300.0000	MAT SUPPLIES	112.86	
001.3410.0200.0000	FIRE EQUIPMENT	1,032.46	
001,3410.0201.0000	EMS EQUIPMENT	1,014.18	
001.3410.0300.0000	MEDICAL SUPPLIES	2,889.16	
001.3410.0317.0000	CLOTHING	2,086.41	
001.3410.0400.0000	SCBA	1,204.00	
001.3410.0405.0000	BUILDING MAINTENANC	7.00	
001.3410.0407,0000	CHIEF'S EXPENSE	412.01	
001.3410.0408.0000	NEW HIRE EXPENSE	21.98	
001.3410.0409.0000	EQUIPMENT REPAIR &	573.78	
001.3410.0438.0000	FIRE MARSHALL ACCOU	359.00	
001.5110.0314.0000	ROAD MATERIALS	838.40	
001.5110.0328.0000	WORK SIGNS	800.00	
001.5110,0404.0000	RENTALS	7,703.13	
001.5132.0300.0000	DPW MAINTENANCE- RE	3,349.51	
001.5132.0303.0000	GENERAL MATERIALS	847.04	
001.5132.0304.0000	MAJOR REPAIRS	415.00	
001.5132.0403.0000	CONTRACTS	1,262.69	
001.5142.0300.0000	MAT SUPPLIES	1,950.62	
001.7140.0200.0000	EQUIPMENT	143.62	
001.7140.0300.0000	MAT SUPPLIES	60.07	
001.7140.0403.2003	CONTRACTS YOUTH BB	1,460.00	
001.7140.0403.2020	CONTRACTS.MUNY BB	1,260.00	
001.7140.0403.2021	CONTRACTS.ADULT VB	350.00	
001.7140.0403.2022	CONTRACTS.ADULT SOF	2,085.00	
001.7140.0403,2032	CONTRACTS.CONCERTS/	150.00	
001.7140.0403.2045	Holiday Extravaganza	554.90	
001.7140.0409.0000	EQUIP REPAIR & MAINT.	1,203.38	
002.8300.0302.0000	EQUIPMENT MAINTENA	247.54	
002.8300.0319.0000	GENERAL MAINTENANCE	12,117.86	
002.8300.0401.0000	UTILITIES	868.51	
002.8300.0403.0000	CONTRACTS	29.35	

## **Account Summary**

Account Number	Account Name	Payment Amount
002.8300.0415.0000	LAB TESTING	133.92
002.8300.0416.0000	TRAVEL-MEALS	200.00
003.8110.0200.0000	EQUIPMENT	1,681.90
003.8110.0300.0000	MAT SUPPLIES	15.70
003.8110.0313.0000	WATER	2,907.81
003.8110.0329.0000	LIQUID IRON SALTS	5,894.11
003.8110.0400.0001	OTHER EXPENSE-PROFES	2,272.00
003.8110.0401.0000	UTILITIES	798.69
003.8110.0413.0000	TRAINING	135.00
003.8110.0415.0000	LAB TESTING	2,433.40
003.8110.0435.0000	PAYMENTS OTHER CO	15.53
005.8110.0401.0019	2019 WWTP EXPANSION	724,320.57
005.8300.0401.0022	2022 Lake Street Pump S	586.50
030.1620.0401.0000	Building/Office Improve	14,600.59
030.5110.0402.0000	Tree Contract	18,012.50
031.8020.0400.0000	DRI-HCR	5,465.45
	Grand Total:	875,048.15

## **Project Account Summary**

Project Account Key		Payment Amount
**None**		150,727.58
005811004010019		724,320.57
	Grand Total:	875.048.15

#### 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:

## 2. BUDGET TRANSFERS/AMENDMENTS

## **RESOLUTION 23-**

Moved by Councilor Seconded by Councilor

		<u>To</u>	<u>From</u>
202.	3 & 2024 Budget A	djustments	[HA. [HI] [12] [H. [HI] [HA. [HI] [HI] [HI] [HI] [HI] [HI] [HI] [HI]
	-		
\$	4,000.00	001.1989.0400.0000	001.1620.0401.0000
		Printing	General Electric & Gas
То	re-allocate funds	to cover printing costs	
20	23 Budget		
\$	49,342.00	030.3410.0203.0000	030,0030,0912,000
		ARPA-Fire Cardiac Monitor	ARPA Fund Balance
202	24 Budget		
\$	(49,342.00)	030.3410.0203.0000	030.0030.0912.000
		ARPA-Fire Cardiac Monitor	ARPA Fund Balance
		the 2023 ARPA budget and remove from 2024	ARPA budget due to cost savings of \$5658
ost	savings only avai	lable if ordered prior to 12/30/23	
\$	3,209.00	001.9089.0800.0000	001.1620.0401.0000
		General Fund Employee Benefits	General Electric & Gas
5	15,200.00	002.9089.0800.0000	002.8300.0436,0000
		Water Fund Employee Benefits	Water Contingency
	-allocate funds to	o cover disbursement of employee benefit time	
o re			
o re	35,000.00	001.9060.0805.0000	001.5110.0101.0000

Ayes:

Nays:

## 3. BOARD REAPPOINTMENT-RECREATION BOARD

#### **RESOLUTION 23-**

Moved by Councilor Seconded by Councilor

**RESOLVED**, to approve the Mayor's appointment of Colleen Samura to the Recreation Board for a 3-year term.

Ayes:

Nays:

## 4. 2024 WATER RATES, WATER SERVICE CHARGES AND SEWER RATES

#### **RESOLUTION 23-**

Moved by Councilor Seconded by Councilor

**RESOLVED**, that the 2024 City of Oneida Water Rates and Water Service Charges, attached hereto, are hereby approved, **and be it further** 

RESOLVED, that the 2024 City of Oneida Sewer Rates be hereby approved.

Base Rate:

\$10.69

Rate per 100 Cubic Feet:

\$7.56

Ayes:

Nays:

## **CITY OF ONEIDA 2024 WATER RATES**

Oneida, Oneida Castle & Wampsville, Marble Hill Res	idents		
Retail Customers (Quarterly)	per	per	
	1000 gallons	100 Cuft.	
Minimum Charge	\$23.00	\$23.00	minimum charge
0 to 150,000 gals. (20,000 Cuft.)	\$5.600	\$4.200	_
Over 150,000 gals. (20,000 Cuft.)	\$3.990	\$2.993	
,	·		
			Includes 8%
			surcharge of
Transmission Main Customers (Quarterly) 8% surchar	rge		G
Minimum Charge	\$24.84	\$24.84	\$1.84
0 to 150,000 gals. (20,000 Cuft.)	\$6.048	\$4.536	\$0.336 per 100 cuft
Over 150,000 gals. (20,000 Cuft.)	\$4.309	\$3.232	\$0.239 per 100 cuft
	7	,	,
Skenandoah-Highbridge Customers (Quarterly) (15%	Hydrant Charge)		
Minimum Charge	\$26.45	\$26.45	minimum charge
0 to 150,000 gals. (20,000 Cuft.)	\$6.440	\$4.830	ŭ
Over 150,000 gals. (20,000 Cuft.)	\$4.589	\$3.441	
	γ555	¥3	
Retail Customers (Monthly)			
Minimum Charge	\$7.67	\$7.67	minimum charge
0 to 50,000 gals. (6,667 Cuft.)	\$5.600	\$4.200	ge
Over 50,000 gals. (6,667 Cuft.)	\$3.990	\$2.993	
Ster Select Baist folder Gaitel	75.550	ŲZ.555	
Wholesale Customers (Monthly) (Contract Rate)			

Wholesale Customers	(N	1onth	ly)	((	Contract Rate)	
---------------------	----	-------	-----	----	----------------	--

, ,,,			
	Base	8% Surcharge	Total
Durhamville (per 1000 gallons)	2.7500	0.2200	2.9700
Prospect Street (per 1000 gallons)	2.7500	0.2200	2.9700
Sherrill-Kenwood (per 1000 gallons)	2.7200	0.2176	2.9376
Village of Vernon (per 1000 gallons)	2.7200	0.2176	2.9376
Town of Verona RTE 365 (per 1000 gallons)	2.7200	0.2176	2.9376
Stockbridge (per 1000 gallons)	2.7200	0.2176	2.9376

per 100 gallons	Base	Surcharge	Total **
Marble Hill District 1-148,000 gallons	0.2750	0.0220	0.2970

<sup>\*\*</sup> Does not include S&K transportation Charge

Wholesale Customers (Monthly) Non-Contract

Taberg (per 1000 gallons) Minimum Charge 0 to 50,000 gals. Over 50,000 gals.

Base	Surcharge	Total
\$7.67	\$0.61	\$8.28
\$5.6000	\$0.4480	\$6.0480
\$3.9900	\$0.3192	\$4.3092

## **Bold includes 8% surcharge**

#### 2024 CITY OF ONEIDA WATER DEPARTMENT CHARGES 2024 Equipment hourly rates 2024 ALL BACKHOES \$27.48 2 TRACKHOE - 9 TON \$33.18 3 SKID STEER \$22.61 4 CAR 50 \$14.54 5 TRUCK 55 \$14.54 6 TRUCK 56 or 69 \$20.64 7 TRUCK 60 \$14.64 TRUCK 73 8 \$17.12 9 TRUCK WTP 79 \$17.12 10 SMALL DUMP 76 \$30.98 11 Big DUMP 72 \$52.87 12 Vacuum Trailer \$15.86 13 Brush cutter \$90.99 SELF-PROPELLED STEEL ROLLER 14 \$21.17 15 20 TON TRAILER \$9.88 16 PIPE TRAILER \$9.88 17 JUMPING JACK or Plate Compactor \$2.51 18 HOLE HOG \$6.86 19 **PUSHER** \$15.86 20 MUD SUCKER Pump \$3.51 21 CENTRIPETAL Pump \$5.86 22 EX 1000 Generator \$2.08 23 EB 2500X Generator \$2.92 24 Honda Generator 5000 \$5.52 25 LIGHTS \$4.90 26 **ROCK DRILL** \$1.77 27 JACK HAMMER \$0.95 28 AIR COMPRESSOR \$18.63 29 TAPPING EQUIP. \$15.96 30 **CUT-OFF SAW** \$18.00 31 Chain Saw \$2.25 32 ROAD SAW \$15.93 33 Pie Cutter \$15.93 34 Concrete Skid steer Saw \$22.46 35 PRESSURE PUMP \$10.00 36 PIPE CHAIN SAW \$30.84 37 METER TEST BENCH \$4.91 38 ICS Power Saw \$31.20 39 Trench Box or shield \$7.80 40 Hydranlic Shoring \$13.90 Materials Items Bid Unit Bid Price + 10% Purchased Items Purchase Price + 10% Labor Hourly Rate= (Base Rate+ Longevity + Social Security + Workers Comp. + Retirement + Health Insurance + Dental Insurance) / (2080 hours - (Vacation Hours + Holiday Hours + Personnel Leave Hours)) Labor OT Hourly Rate= ((Base Rate+ Longevity + Social Security + Workers Comp.+ Retire)

/ 2080 hours )\*1.5

2024 CITY OF ONEIDA WATER DEPARTMENT CHARGES 2024

Water Services

City of Oneida Both Inside and Outside Tax District

2024

3/4" Service

\$1,980 Comes with up to 3/4" meter

1" Service

\$2,110

Comes with up to 3/4" meter

Oneida Castle/Wampsville/Sconondoa Highbridge

3/4" Service

**\$1,980** Comes with up to 3/4" meter

1" Service

\$2,110

Durhamville/Stockbridge/Prospect Street/Rte 365 WD/Village of Vernon/Sherrill-Kenwood

3/4" Service

\$1,980 Does not include meter

1" Service

\$2,110

Transmission Main

3/4" Service

**\$2,080** Comes with up to 3/4" meter

1" Service

\$2,210

Note #1: The above cost covers up to 100 feet from main to curb box. If curb box is located a greater distance than 100 feet from main, the property owner must pay additional fee.

Note #2: The above cost does not include tapping saddle if required outside the retail service

Note #3: Services that must be installed under or in a State R.O.W. will be required to pay an additional \$125 fee.

Note #4: Services installed between November 15th and April 15th, Consumer shall pay for the excess cost over normal cost due to inclement whether.

Services greater then 1" will be based on Time, Materials and Equipment.

Replacement Service 2024 3/4" \$500 1" \$640

The above cost is for a replacement service that is leaking between the main and the curb box. It also covers the cost of lead service lines replaced at the request of the property owner and approved by the Water Department.

2024	CITY OF ONEIDA WATER DEPARTMENT CHARGES	2024
Time & Material & Equipment	Curb box repairs due to property owner damage or location in Driveway, etc.	
Special Water requirer	nents	
\$38.00 \$10.00	Bulk Water permit for use at DPW garage. minimum charge per month for any use	
\$50.00	Single use Hydrant permit. (permit obtained prior to use)	
\$200.00	Single use Hydrant permit. (permit obtained after use)	

Services activation		
Within City of Oneida (Inside & Outside Tax District	;)	2024
Turn-off, by request, including turn on	,	\$45.00
Turn-off, Due to non payment of bills or enforcement		\$95.00
Scheduled Turn on or off outside of normal work hours		\$190.00
Unscheduled Turn on or off outside of normal work h	Cost - or not less than	\$190.00
Outside City of Oneida		
Turn-off, by request, including turn on (greater then 10 d	ays)	\$55.00
Turn-off, Due to non payment of bills or enforcement		\$105.00
Scheduled Turn on or off outside of normal work hours		\$200.00
Unscheduled Turn on or off outside of normal work h	Cost - or not less than	\$200.00
No charge when water is turned off for a customer who i	s making repair to	
their water system, providing the turn on request is made	within ten (10)	
working days of actual turn off.		

Repairs to frozen meters	
2024	
\$58.00	Bottom Plate
\$78.00	Measuring chamber and bottom plate
\$110.00	Meter head damaged due to water or neglect of property owner
\$200.00	Full Meter damaged due to water or neglect of property owner
\$150.00	Additional charge for after hours call out due to frozen meter

Second meter	
	2024
The above charge covers the cost of a second meter account or the supply of a meter	\$450.00
account not included in the cost of the service.	

Tampering Fee	
Fee for Tampering with Water Meter, seals or bypassing service entrance	\$2,000.00
in accordance with CC Resolution 15-171	

2024	CITY OF ONEIDA WATER DEPARTMENT CHARGES		2024
Wet Taps			
-		2024	
Inside City of Oneida		\$700.00	
Outside City of Oneida		\$870.00	
Contractor to provide tapp	ing saddles and tapping valve for all.		
	avated hole, and tractor to lower equipment		

and have sleeve and valve installed on main.

Pressure test ar	nd Chlorinate
	2024 \$1,600.00
	The above charge includes flushing the main, Pressure testing, Chlorination and Bacteria test up to 400' of main.
	An additional charge of \$1.00 per foot shall be charged for all pressure tests grater then 400'.
\$200.00	Additional charge for mains that fail pressure test.
\$220.00	Charge to install and remove tap for pressure test.
\$120.00 \$200.00	Charge to remove contractor installed tap after pressure test (grass)  Charge to remove contractor installed tap after pressure test.(pavement)

Property Owner Requeste	ed Meter Tests		
\$35.00	5/8"-1" Meters	City of Oneida Retail Cu	stomer
cost (min. \$75.00)	Meters over 1"		resolution 20-153
\$35.00	5/8"-1" Meters	Outside Districts	
cost (min. \$75.00)	Meters over 1"		

Size (Inches)	City of Oneida
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
6	\$0.00
8	\$0.00
10	\$0.00
12	\$0.00

	Blue Sheet (Work) Invoice Charge	
U	Add to base charge	\$10.00

## 5. BOARD REAPPOINTMENT-ETHICS BOARD

#### **RESOLUTION 23-**

Moved by Councilor Seconded by Councilor

**RESOLVED**, to approve the Mayor's appointment of Erwin Smith to the Ethics Board for a 4-year term.

Ayes:

Nays:

#### 6. CELLULAR TELEPHONE ADMINISTRATIVE POLICY

#### **RESOLUTION 23-**

Moved by Councilor Seconded by Councilor

**RESOLVED,** that the Employee Acknowledgement of Receipt and Understanding of the Cellular Telephone Administrative Policy from Fire Department Employees: Andrew Cooney, David Hoffman, Noel Strife, and Charles Kazlauskas, be hereby received and placed on file.

**RESOLVED,** that the Telephone Request Form from Fire Department Employees: Andrew Cooney, David Hoffman, Noel Strife, and Charles Kazlauskas, pursuant to the City of Oneida Cellular Telephone Policy adopted June 15, 2010, Resolution 10-153 and reaffirmed on May 17, 2016, be hereby approved.

Ayes:

Nays:

Attach to Voucher along with Copy of Invoice

## Attachment D

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

Employee Name: Andrew Cooney
Department: Fire pet.
Employee's Personal Smart Phone Number: 315, 534- 8101
Base Monthly Plan Amount: \$ 52.78 (Attach copy of Bill)
Reimbursement Amount Requested \$
Payroll account to be charged
Employee Signed by: Date: 11/7/23.
Department Head: Phone No.:
As Department Head, I verify that the employee listed above is required, due to legitimate business need, to maintain a smart phone to conduct official City of Oneida business. I hereby authorize the employee listed above to use his/her personal smart phone for conducting official City of Oneida business. The Department will pay the employee a smart phone requirement allowance for using his/her personal smart phone in accordance with the City of Oneida's "Cellular Telephone Use Policy".
Common Council Approval:
Date:
***Please attach a copy of the first page of your cell phone bill to this form, (to document that you have a cell phone and your monthly plan cost), and submit it to Comptroller's Office. The approval and this form need to be done annually.
Both the employee and the Department should retain a copy.

7

## Attachment A

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

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

Signed by: MCCO	_ Date: _	11/7/23
Witnessed by	_Date: _	191713

Place original in employee's official personnel file.

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



HY State Sales Tay Telecom 50.33 NY Nate Sales Tax \$42.25 Oriekta Crity Sales Tax-Telecom 10.43

ô

## verizon/

#### Charges by line details (continued)

Ornoldin Grily Salas Tax

\$0.36

Account: 887255134-00001 Invoice: 4579276377 Billing period: Oct 16 - Nov 15, 2023

Andrew Cooney

Smarlphone

\$52.78

315-534-8101

Plan \$45.00 55 Play More 265 pg

Auto Pay and paper-less tell No. 21:  $(S_{\rm A}, \, b)$ 

610.00

Devices \$0.41 122 (5)

GALAXY S21128 DLA Continued Avilla States consisting Agreement Stiffe States

Trade in Device Prono Credit

Onekte Coty Sales Tax

-\$ 22 22

\$0.20

140 20

Surcharges \$454 Fed Universal Service Charge 1082 Regulatory Charge Adnm & Tekn Recovery Charge 6330

Gross Receipts Strictly

Taxes & gov fees \$2.63

NY Puter. Salety Conen Surchy \$130 NY Local Pub Salety Com Struby 1030 NY State Sales Tax-Telecom 10.36 HY Name Same Tax 10 25 Oreida Crey Sales Tax-Telecom 10.43

Plans are billed a moreh in advance.

Includes the \$10 month describe on your SG FLA CMCHE class for the relative had as Auto Pay and paper free billion



Attach to Voucher along with Copy of Invoice

## Attachment D

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

Employee Name: DAVIO Hoffman
Department; FRE
Employee's Personal Smart Phone Number: 315-264-3413
Base Monthly Plan Amount: \$ 286.28 (Attach copy of Bill)
Reimbursement Amount Requested \$ 50
Payroll account to be charged
Employee Signed by: Date: 12/7/2023
Department Head: Phone No.:
As Department Head, I verify that the employee listed above is required, due to legitimate business need, to maintain a smart phone to conduct official City of Oneida business. I hereby authorize the employee listed above to use his/her personal smart phone for conducting official City of Oneida business. The Department will pay the employee a smart phone requirement allowance for using his/her personal smart phone in accordance with the City of Oneida's "Cellular Telephone Use Policy".
Common Council Approval:
Date:
***Please attach a copy of the first page of your cell phone bill to this form, (to document that you have a cell phone and your monthly plan cost), and submit it to Comptroller's Office. The approval and this form need to be done annually.
Both the employee and the Department should retain a copy

## Attachment A

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

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

Signed by:	Date: 12/7/23
Witnessed by	Date: \d\7\23

Place original in employee's official personnel file.

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



DAVID HOFFMAN 515 BROADWAY ONEIDA, NY 13421-2303

This month's charges  Total due on Dec 12	\$286.42 <b>\$286.28</b>
Balance from last bill	-\$0.14
Snapshot of your bill (details on page 3)	

You'll be charged up to 1.5% per month (16% per year) on the unpaid balance, or a flat \$7 per month, whichever is greater, it allowed by faw in the state of your billing address.

Account: 985009535-00001

Invoice: 4581588899

Billing period: Oct 21 - Nov 20, 2023

Questions about your bill? verizon.com/support 800-922-0204

## Ways to pay

## My Verizon app

You can check your bill easily with the My Verizon app available in App Store or Google Play.

Online

Go to go.vzw.com/bill and sign in to review your bill.

By phone

Simply dial #PMT (#768) on your phone and follow the instructions to pay.

\$ Cash

Go to www.verizon.com/stores to find a Verizon Wireless store near you or find a Check Free Pay or Western Union near you to make a cash payment.



DAVID HOFFMAN 515 BROADWAY ONEIDA, NY 13421-2303 Bill date Account number Invoice number November 20, 2023 985009535-00001 4581588899

## Total Amount Due by December 12, 2023

Make check payable to Verlzon Wireless. Please return this remit slip with payment.

\$286.28

\$ \_ \_ \_ \_ \_

Please see back for instructions on writing to us.

P.O. BOX 408 NEWARK, NJ 07101-0408

MadadaMiandManlaMadabbat

4581588899010985009535000010000028642000000286284

Attach to Voucher along with Copy of Invoice

## Attachment D

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

Employee Name: Charles Kazlauskas
Department: Fire
Employee's Personal Smart Phone Number: (315) 264-3231
Base Monthly Plan Amount: \$ 118.54 (Attach copy of Bill)
Reimbursement Amount Requested \$50.00
Payroll account to be charged
Employee Signed by: April / Starte Date: 12/7/23
Department Head: Phone No.:
As Department Head, I verify that the employee listed above is required, due to legitimate business need, to maintain a smart phone to conduct official City of Oneida business. I hereby authorize the employee listed above to use his/her personal smart phone for conducting official City of Oneida business. The Department will pay the employee a smart phone requirement allowance for using his/her personal smart phone in accordance with the City of Oneida's "Cellular Telephone Use Policy".
Common Council Approval:
Date:
***Please attach a copy of the first page of your cell phone bill to this form, (to document that you have a cell phone and your monthly plan cost), and submit it to Comptroller's Office. The approval and this form need to be done annually.
Both the employee and the Department should retain a copy

7

## Attachment A

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

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

Signed by: Charler /logland	Date: _	12/1/23	
Witnessed by Myh &	Date: _	12/7/23	

Place original in employee's official personnel file.

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

## verizon/

## Your November bill is \$128.49

Due Dec 7

## Since your last bill

Fig. You paid \$127.89.

You received \$0.25 in one-time credits.

Your bill increased by \$0.40.

## Bill summary by line

Account-wide charges & credits -\$15.05

Charles Kazlauskas \$118.54

Smartphone (315-264-3231)

Charles Kazlauskas \$25.00

Router (315-415-3336)

Total: \$128.49

Account: 380182972-00001

Invoice: 4578902181

Billing period: Oct 16 - Nov 15, 2023

Questions about your bill? verizon.com/support 800-922-0204

## Review your bill online

An itemized bill breakdown of all charges and credits is available on the My Verizon app and online.

Scan the QR code with your camera app or go to go.vzw.com/bill.



Surcharges, taxes and gov fees

The total amount due for this month includes surcharges of \$4,55 and taxes and gov fees of \$2,96. For an itemized list of taxes, fees and surcharges visit go.vzw.com/bill.

Attach to Voucher along with Copy of Invoice

## Attachment D

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

Employee Name: Mel Strike
Department: Fire Department
Employee's Personal Smart Phone Number: (315) 725-7413
Base Monthly Plan Amount: \$ 55, 26 (Attach copy of Bill)
Reimbursement Amount Requested \$ 50.00
Payroll account to be charged
Employee Signed by: MillShif Date: 18/7/23
Department Head: Phone No.:
As Department Head, I verify that the employee listed above is required, due to legitimate business need, to maintain a smart phone to conduct official City of Oneida business. I hereby authorize the employee listed above to use his/her personal smart phone for conducting official City of Oneida business. The Department will pay the employee a smart phone requirement allowance for using his/her personal smart phone in accordance with the City of Oneida's "Cellular Telephone Use Policy".
Common Council Approval:
Date:
***Please attach a copy of the first page of your cell phone bill to this form, (to document that you have a cell phone and your monthly plan cost), and submit it to Comptroller's Office. The approval and this form need to be done annually.

Both the employee and the Department should retain a copy.

## Attachment A

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

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

Signed by: Mix/MSmf	Date: _	12/7/23	
Witnessed by Churler Black	_ Date: _	12/7/23	_

Place original in employee's official personnel file.

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



Invoice Number Account Number

Date Due Page

\$23.33

9949267435

842062592-00001 12/13/23 16 of 22

## Summary for Noel Strife: 315-725-7643

## Your Plan

MORE EVERY UNL TIK TXT 10GB (see pg 4)

Beginning on 09/07/21: \$25 Smartphone Device Payment Disc

Have more questions about your charges? Get details for usage charges at b2b.verizonwireless.com.

Monthly Charges		
Smartphone Line Access	11/14 - 12/13	40.00
\$25 SP Device Payment Disc	11/14 - 12/13	-25.00
Total Mobile Protect Business	11/14 - 12/13	16.00
Roadside Assistance	11/14 - 12/13	3,00
Equipment Charges		\$34.00
Device Payment Agreement 1976036712 – Payment 27 of 30		23.33
Paid 606,67		
Past Due .00		
Balance (after this month's current payment) 69.99		

Voice		Allowance	Used	Billable	Cost
Shared	minutes	unlimited	97		
Total Voice					\$,00
Messaging		Allowance	Used	Biliable	Cost
Text, Picture & Video	messages	unlimited	523		
Total Messaging				N 10	\$.00
Deta		Allowance	Used	Billable	Cost
Glgabyte Usage	gigabytes	10.000 (shared)	1.032		
Total Data					\$.00
Total Usage and Purchase Ch Surcharges+	narges				\$.00
	narges				.42 .16 1.95 .14
Surcharges+ Fed Universal Service Charge Regulatory Charge Administrative Charge Gross Receipts Surchg Other Charges and Credits	<b>27 of 3</b>	0			.42 .16 1.95
Surcharges+ Fed Universal Service Charge Regulatory Charge Administrative Charge Gross Receipts Surchg Other Charges and Credits Economic Adjustment Charge		0			.42 .16 1.95 .14
Surcharges+ Fed Universal Service Charge Regulatory Charge Administrative Charge Gross Receipts Surchg Other Charges and Credits Economic Adjustment Charge Device Promotional Credit Taxes, Governmental Surcha	27 of 3				.42 .16 1.95 .14 2.98 -10.00
Surcharges+ Fed Universal Service Charge Regulatory Charge Administrative Charge Gross Receipts Surchg Other Charges and Credits Economic Adjustment Charge Device Promotional Credit  Taxes, Governmental Surcha	27 of 3 rges and Fees				.42 .16 1.95 .14 2.98 -10.00
Surcharges+ Fed Universal Service Charge Regulatory Charge Administrative Charge Gross Receipts Surchg Other Charges and Credits Economic Adjustment Charge Device Promotional Credit  Taxes, Governmental Surcha NY Public Safety Comm Surchg NY Local Pub Safety Com Surch	27 of 3 rges and Fees				.42 .16 1.95 .14 2.98 -10.00
Surcharges+ Fed Universal Service Charge Regulatory Charge Administrative Charge Gross Receipts Surchg Other Charges and Credits Economic Adjustment Charge Device Promotional Credit  Taxes, Governmental Surcha	27 of 3 rges and Fees				.42 .16 1.95 .14 2.98 -10.00 -\$4.35



Invoice Number Account Number

Date Due Page

9949267435

842062592-00001 12/13/23 17 of 22

## Monthly Charges, continued

Total Current Charges for 315-725-7643

\$55.26

+Percentage-based taxes, fees, and surcharges apply to charges for this line, including overage charges, plus this line's share of account charges.

## Detail for Noel Strife: 315-725-7643

## Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Chrgs	ID/Other Chros	Total
10/15	12:33P	315-723-2010	Other	Wi-Fi	Utica NY	Incoming CL	2	Tar tarite of ingo		10101
10/15	12:35P	315-723-2010	Other	Wi-Fi	WiFi CL	Utica NY	1	2474	-	
10/15	2:19P	315-361-4090	Other	Wi–FI	WiFi CL	Oneida NY	2			****
10/16	9:16A	315-723-2010	Other	WI-Fi	Utica NY	Incoming CL	8			
10/17	7:04A	315527-9907	Peak	PlanAllow	Onelda NY	Utlca NY	6			_
10/17	7:12A	3155279907	Peak	PlanAllow	Vernon NY	Incoming CL	4		****	
10/17	10:44A	315-266-4900	Peak	PlanAllow	Sherrill NY	Utica NY				****
10/17	2:12P	315-798-5821	Peak	PlanAllow	Marcy NY	Utica NY	5			
10/18	8:44A	315-829-3204	Peak	PlanAllow	Sherrill NY		2		-	****
10/19	11:18A	727-5319161	Other	Wi-Fi	WiFi CL	Incoming CL	1			
10/19	11:44A	315-723-2010	Peak	PlanAllow		Clearwater FL	13		*-	****
10/19	11:46A	315-527-9907	Peak	PlanAllow	Sherrill NY	Utica NY	1		****	***
10/19	4:55P	315-723-2010	Peak	PlanAllow	Sherrill NY	Utica NY	3			
10/19	8:22P	315-363-9787	Peak	PlanAllow	Vernon NY	incoming CL	2			-
10/20	8:55A	315-812-0075	Other	WI-Fi	Vernon NY	Oneida NY	1			
10/20	1:53P	315-735-5216	Other	WI-Fi	Utica NY	Incoming CL	1		****	****
10/20	2:15P	315-335-2650			Utica NY	Incoming CL	9		-	
10/20	4:32P	315-218-5874	Other	WI-FI	Utica NY	Incoming CL	1	***		****
10/20	7:29P	315-527-9907	Other	Wi-Fi	Utica NY	Incoming CL	2			-
10/21	-		Other	Wi-Fi	Utica NY	Incoming CL	8			
	11:51A	315-527-9907		PlanAllow	Rome NY	Incoming CL	2	-	-	****
10/21	11:53A	315-363-9787		PlanAllow	Rome NY	Oneida NY	1	-	****	****
10/22	1:01P	315-527-9907		PlanAllow	Forestport NY	Utica NY	3	944	-	-
10/24	8:48A	315-723-2010	Peak	PlanAllow	Vernon NY	Utica NY	1	-	****	-
10/24	12:05P	800-226-2273	Other	WiFi	WiFI CL	Toll-Free CL	3	-		_
10/24	12:00P	800-226-2273	Other	WIFI	WiFi CL	Toll-Free CL	17	ment .	***	WW Are
10/25	10:21A	315-264-1210	Poak	PlanAllow	Oneida NY	Incoming CL.	5			
10/26	9:16A	516-308-0932	Other	WI-Fi	Utica NY	incoming CL	1	-		
10/26	2:37P	315-615-6674	Peak	PlanAllow	Vernon NY	Incoming CL	1		***	
10/26	2:43P	315-363-1740	Peak	PlanAllow	Vernon NY	Incoming CL	2	_		=20
10/27	9:03A	315-723-2010	Other	Wi-Fi	Utica NY	Incoming CL	1		Name .	
10/27	3:31P	315-527-9907	Peak	PlanAllow	Vernon NY	Incoming CL	3	_		-

#### 7. WATER DEPARTMENT AGREEMENTS

#### **RESOLUTION 23-**

Moved by Councilor Seconded by Councilor

**RESOLVED**, to authorize the Mayor to sign the following agreements:

- 2024 Marble Hill Maintenance Agreement
- 2024 Stockbridge Water District Maintenance Agreement
- 2024 Prospect Street Water District Maintenance Agreement

Ayes:

Nays:

**MOTION CARRIED** 

# 2024 City of Oneida Water Department Contracts

Contract	Bill #	Bills to be issued	Total Due	<b>Due Date</b>
Oneida Castle Hyd	drant 1 of 4	January 1, 2024	\$2,774.84	March 1, 2024
Village of White I		January 1, 2024	\$1,652.78	March 1, 2024
Glenwood Plaza H	-	January 1, 2024	\$550.93	March 1, 2024
Oneida Health Car	•	January 1, 2024	\$472.22	March 1, 2024
Troop D	1 of 1	January 1, 2024	\$314.81	March 1, 2024
HP Hood Hydrant	1 of 1	January 1, 2024	\$314.81	March 1, 2024
Oneida High Scho		January 1, 2024	\$236.11	March 1, 2024
Seneca Fields Apa		January 1, 2024	\$393.52	March 1, 2024
Oneida Towers	1 of 1	January 1, 2024	\$236.11	March 1, 2024
Nye Ford	1 of 1	January 1, 2024	\$236.11	March 1, 2024
Nye GMC	1 of 1	January 1, 2024	\$78.70	March 1, 2024
New Beginnings F	Free Methodist 1 of 1	January 1, 2024	\$78.70	March 1, 2024
Oneida School Dis	strict 1 of 1	January 1, 2024	\$78.70	March 1, 2024
Leibl Enterprises	1 of 1	January 1, 2024	\$78.70	March 1, 2024
City Centre Aparti	ments 1 of 1	January 1, 2024	\$78.70	March 1, 2024
Green Empire Far	ms Hydrant 1 of 1	January 1, 2024	\$78.70	March 1, 2024
Oneida Castle Hyd	drant 2 of 4	April 1, 2024	\$2,774.84	30 days
Prospect Street Ma	aintenance 1 of 2	June 1, 2024	\$5,065.00	30 days
Stockbridge Maint	tenance 1 of 2	June 1, 2024	\$8,435.00	30 days
Marble Hill Maint	enance 1 of 2	June 1, 2024	\$3,280.00	30 days
Oneida Castle Hyd	Irant 3 of 4	July 1, 2024	\$2,774.84	30 days
Wampsville Hydra	ant 1 of 1	August 1, 2024	\$2,833.33	30 days
Oneida Castle Hyd		October 1, 2024	\$2,774.84	30 days
Refund OIN for Mo	arble Hill District	October 1, 2024		
Prospect Street Ma	nintenance 2 of 2	December 1, 2024	\$5,065.00	30 days
Stockbridge	2 of 2	December 1, 2024	\$8,435.00	30 days
Marble Hill Mainte	enance 2 of 2	December 1, 2024	\$3,280.00	30 days
Hydrant Tax		Maintenance		Total
\$18,812.29		\$33,560.00		\$52,372.29

THIS AGREEMENT, made this	day of	, 2023 by and between
the City of Oneida, New York, a municipal corp	poration located in the Co	unty of Madison, State of New
York (the "CITY"), and the Oneida Indian Natio	on, a sovereign Indian Nat	tion (the "NATION"), owner of
the Marble Hill Water Project, located in the Cou	inty of Oneida, State of No	ew York, (the "PROJECT").

WHEREAS, the parties have agreed that the CITY will perform certain services for the NATION in connection with the Nation's operation of the PROJECT.

#### NOW, THEREFORE, IT IS HEREBY MUTUALLY COVENANTED AND AGREED as follows:

- 1. The CITY shall, on a weekly basis, provide the labor and equipment to inspect and maintain the pump station that is located within the PROJECT for the NATION, provided, any materials and parts necessary for the CITY to perform maintenance on the pump station, including the cost and expense of acquiring and the delivery of such materials and parts, shall be the exclusive responsibility of the NATION. In the event that the City purchases and acquires materials and parts necessary for maintenance on the pump station, the CITY shall bill the NATION for such materials and parts at cost within the month that such materials or parts are acquired and used by the CITY for maintenance on the pump station, provided, the NATION has pre-approved such purchase(s) in writing upon receipt of an estimate from the CITY. Payment shall be due within thirty (30) days of the NATION's receipt of an itemized invoice provided by the CITY.
- 2. The CITY shall obtain one (1) chlorine residual sample on a weekly basis and shall record the results on the water system operation report.
- 3. The CITY shall obtain and test one (1) bacteriological sample on a monthly basis.
- 4. The CITY shall prepare monthly operations reports and submit the reports to the Oneida County Health Department and the NATION.
- The CITY shall make emergency repairs and replacements to the PROJECT as required during the term of this Agreement. The CITY shall be reimbursed for the labor, materials, and equipment of such emergency repairs and replacements by the NATION at cost plus ten percent (10%). The CITY shall bill the NATION for such repair services within the month that such work is completed. Payment shall be due within thirty (30) days of the NATION's receipt of an itemized invoice provided by the CITY.
- 6. Non-emergency repairs, relocations, adjustments and new installations made by the CITY to the water distribution system of the PROJECT, shall be billed to the NATION by the CITY based upon the actual cost of labor, materials and equipment plus ten percent (10%), provided, the Nation has pre-approved such work in writing upon receipt and review of a quote from the CITY. The CITY shall bill the NATION for such services within the month that such work is completed. Payment shall be due within thirty (30) days of the NATION's receipt of an itemized invoice provided by the CITY.
- 7. The City shall locate and mark underground water facilities in the PROJECT when required pursuant to Industrial Code Rule 753.
- 8. The CITY shall flush the mains of the PROJECT once per year. The CITY shall provide advanced notification of the scheduled day of flushing to the NATION.
- 9. The CITY shall annually inspect and winterize the hydrants of the PROJECT. The NATION shall

notify the CITY within twenty-four (24) hours after a hydrant is used, found defective or damaged in the PROJECT and the CITY shall re-winterize and inspect any such hydrant used during the course of the year. The NATION shall regularly keep the PROJECT hydrants cleared of snow, grass or other debris at the NATION's expense.

- 10. The CITY shall read and repair the meters of retail users in the PROJECT, issue bills based upon the reading at the rates established by the NATION, collect billings from residents of the PROJECT, and maintain individual account balances. The revenue collected from the individual residents of the PROJECT for water sales and late payment penalties shall be separately accounted for. The CITY shall issue a check to the NATION on or about **October 1, 2024**, equal to the amount of revenue collected and received by the CITY from water sales and late payment penalties from residents of the PROJECT along with a detailed accounting of such revenue.
- The CITY shall, at all times, charge to, and collect from, the retail users of the PROJECT the same charges for services, other than water sales, that the CITY presently charges to and collects from users of the CITY Water System. Revenue collected by the CITY for charges to individual residents of the PROJECT, other than water sales and late payment penalties, shall belong to the CITY.
- 12. The parties agree that the City of Oneida Water Department Rules and Regulations, while not applicable to the NATION as a sovereign Indian nation, shall, solely for the purposes of this Agreement, govern the rights and obligations of the individual users of the PROJECT and the CITY.
- The CITY shall operate the water distribution system of the PROJECT in accordance with the terms of this Agreement. The CITY shall maintain the water distribution system of the PROJECT so that the provision of water service under this Agreement to the PROJECT is equivalent in all material respects to the water service otherwise rendered by the CITY to other residents connected to the CITY's water distribution system.
- 14. The CITY acknowledges and agrees that no person or other entity shall be permitted to hook up to or in any way use the PROJECT's facilities without the prior written consent of the NATION.
- During the term of this Agreement, the CITY shall make all service connections to meet the standards of the Rules and Regulations of the City Water Department as they may be from time to time amended.
- In addition to the reimbursements or other payments set forth above, in exchange for the services to be performed by the CITY for the NATION under this Agreement, the Nation agrees to pay the CITY an annual sum of **Six thousand five hundred sixty dollars** (\$6,560.00), which shall be billed to the NATION by the CITY in two equal installments in accordance with the following schedule: 50% on **June 1, 2024** and 50% on **December 1, 2024**, with amounts due and payable within thirty (30) days of the NATION's receipt of such billing.

All notices, objections and other communications hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered or mailed by certified mail, return receipt requested, postage prepaid, as follows:

If to the NATION:

Oneida Indian Nation 5218 Patrick Road Verona, New York 13478 Attention: Chief Operating Officer

With a copy to:

Oneida Indian Nation Legal Department 5218 Patrick Road Verona, New York 13478 Attention: General Counsel

If to the CITY:

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

- 18. Any modification or amendment to this Agreement must be in writing and signed by duly representatives of the parties.
- 19. Neither party shall have the right, by operation of the law or otherwise, to assign this Agreement or any of its obligations hereunder to any person or other entity without the prior written consent of the other party.
- 20. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement between the parties relating to its subject. This Agreement is binding upon and shall inure to the benefit of the parties and their respective and permitted successors and assigns.
- Each party to this Agreement acknowledges and understands that each party shall rely upon the faithful performance by each other party to this Agreement and any failure to comply with any obligation shall be detrimental to the other party.
- 22. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its choice of law provisions.
- 23. The NATION grants the CITY a limited waiver of sovereign immunity solely for the limited purpose of enforcing the terms of this Agreement by the CITY in accordance with the terms of the arbitration provision below. Nothing contained in this limited waiver shall be construed to confer any benefit, tangible or intangible, on any person or entity not a party to this Agreement or as a waiver with respect to any such third person or entity. Subject to the above, the parties agree that any controversies, disputes or claims arising out of this Agreement shall be submitted to binding arbitration for final resolution. The arbitration shall be conducted by a neutral arbitrator who shall be selected in accordance with the procedures set forth in the

Commercial Rules of the American Arbitration Association (the "AAA"). The arbitration hearing shall take place in a mutually agreed to location, and shall be conducted in accordance with the Commercial Rules of the AAA in effect at the time of such controversy, dispute or claim. The parties and the arbitrator shall maintain strict confidentiality with respect to the arbitration. The cost of any arbitration, including the fees and expenses of the arbitrator, shall be divided equally between the NATION and the CITY and each party shall bear its own attorneys' fees.

That by this Agreement the CITY undertakes only to perform the services set forth herein and the NATION retains the full responsibility for the operation of the water system for the PROJECT. Other than as provided in this Agreement, in connection with the PROJECT, the CITY does not guarantee nor shall it be responsible or liable for, any failure to deliver to the customers of the NATION water with respect to either quantity or quality, and NATION agrees to indemnify, defend and hold harmless the CITY its officers, agents, and employees, from and against any and all loss or expense, , arising from a claim that the CITY has failed to deliver to the customers of the NATION water with respect to either quantity or quality. The NATION agrees to provide and carry liability and property damage insurance policies shall have limits of not less than:

Bodily Injury Liability	Each Person	\$1,000,000.00
	Each Occurrence	\$2,000,000.00
Property Damage Liability	Each Accident	\$1,000,000.00
	Aggregate	\$2,000,000.00

The NATION shall provide the CITY with endorsements and a Certificate of Insurance throughout the term of this Agreement demonstrating such coverage. Endorsements shall designate the CITY as additional insured in the above amounts for the duration of this Agreement and shall provide that the CITY shall receive 15 days prior written notice of any change or cancellation of such policies.

25. This Agreement and all terms, conditions and stipulations thereof, shall continue and remain in full force and effect for the period of one (1) year from the first day of **January**, 2024.

IN WITNESS WHEREOF, a majority of the Board of Water Commissioners of the City of Oneida has, pursuant to a resolution of said Board, duly executed this contract, and the City of Oneida has caused its corporate seal to be affixed hereto and these presents to be signed by its duly authorized officers, the day and year first above written.

	CITY OF ONEIDA, NEW YORK
SEAL	
	Helen Acker, Mayor
	*
	4
	Water Commissioners City of Oneida, New York
	ONEIDA INDIAN NATION
SEAL	
	Ray Halbritter
	Nation Representative(s)

) SS.:	
COUNTY OF MADISON)	
On the day of, in the year 202_, before me, the undersigned	ed
personally appeared Helen Acker, personally known to me or proved to me on the basis of satisfactor evidence to be the individual whose name is subscribed to the within instrument and acknowledged to that he executed the same in his capacity as Mayor of the City of Oneida, and that by his signature on instrument, the individual, or the person upon behalf of which the individual acted, executed the same.	ory me
$R_V$	
ByNotary Public	
Appointed in Madison County  My Commission Expires//	
STATE OF NEW YORK)	
) SS.:	
COUNTY OF ONEIDA)  On this day of 202, before me personally came Ray Halbritter, to known, who being by me duly sworn, did depose and say: That he is the Nation Representative(s) of Oneida Indian Nation and that he signed his name to the foregoing Instrument on behalf of same and proper authority of said Nation.	th
D.,	
Notary Public	
Appointed in Oneida County	
Appointed in Oneida County  My Commission Expires/	
STATE OF NEW YORK) ) SS.: COUNTY OF MADISON)	
On the day of, in the year 202_, before me, the undersign personally appeared Sandra Hicks, Mary Parry, Kathy Erdo, Rex Niles, Dave Cimpi, personally known in the year 202_, before me, the undersign personally appeared Sandra Hicks, Mary Parry, Kathy Erdo, Rex Niles, Dave Cimpi, personally known in the year 202_, before me, the undersign personally appeared Sandra Hicks, Mary Parry, Kathy Erdo, Rex Niles, Dave Cimpi, personally known in the year 202	
to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribt to the within instrument and acknowledged to me that he executed the same in his capacity as Members the Water Commission, and that by his signature on the instrument, the individual, or the person up	6 0
behalf of which the individual acted, executed the same.	
By	
Notary Public	
Appointed in Madison County	
My Commission Expires/	

this Agreement, Made this \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_, 2023 by and between the CITY OF ONEIDA, a municipal corporation located in the County of Madison, State of New York, and hereinafter referred to as the "CITY," and the STOCKBRIDGE WATER DISTRICT, located in the Town of Stockbridge, County of Madison, State of New York, hereinafter referred to as the "DISTRICT,"

WHEREAS, the parties have agreed that the CITY will perform certain services for the DISTRICT in the operation of its water system; and

WHEREAS, the parties wish to reduce to writing the agreement between themselves; and

NOW, THEREFORE, IT IS MUTUALLY HEREBY COVENANTED AND AGREED as follows:

- The CITY shall inspect and maintain two (2) pump stations for the DISTRICT, exclusive of materials and parts.
- The CITY shall operate the chlorination system of the DISTRICT, exclusive of materials and parts.
- That any materials and parts and the cost and expense of acquiring and delivery of same with respect to the inspection and maintenance of the pump stations and the operation of the chlorination system, shall be the exclusive responsibility of the DISTRICT. The cost and expense of any such materials and parts, as well as the acquisition and delivery of same, is not included as part of the annual sum charged for service, and shall be separately billed on a monthly basis and shall be timely paid within 30 days of being billed therefor.
- The CITY shall prepare monthly operations reports and submit the reports to the Madison County Health Department and the DISTRICT.
- The CITY shall perform the enumerated services for the DISTRICT for the annual sum of Sixteen thousand eight hundred seventy dollars (\$16,870.00).
- The CITY shall bill the DISTRICT for the above sum (exclusive of parts, materials, and cost of obtaining same) one-half thereof on June 1, 2024, and one-half thereof on December 1, 2024, which said sum shall be paid within 30 days of billing.
- That by this agreement the CITY undertakes only to perform the services set forth herein and the DISTRICT retains the full responsibility for the operation of the water system. The CITY does not guarantee, nor shall it be responsible or liable for, any failure to deliver to the customers of the DISTRICT water with respect to either quantity or quality. The DISTRICT agrees to indemnify, defend and hold harmless the CITY, its officers, agents, and employees, from and against any and all loss or expense, including reasonable attorneys' fees, that may arise with respect to any and all matters relating thereto. The

DISTRICT agrees to provide and thereafter continue to keep in full force and effect insurance protecting and indemnifying the CITY from any and all liability or claims for injury or damage to third persons or property as a result of actions of the CITY, excepting the active negligence of the CITY.

Liability and property damage insurance policies shall have limits of not less than:

Bodily Injury Liability	Each Person	\$1,000,000.00
	Each Occurrence	\$2,000,000.00
Property Damage Liability	Each Accident	\$1,000,000.00
	Aggregate	\$2,000,000.00

The DISTRICT shall provide the CITY with endorsements and a Certificate of Insurance throughout the term of this agreement demonstrating such coverage. Endorsements shall designate the CITY as additional insured in the above amounts for the duration of this agreement and shall provide that the CITY shall receive 15 days prior written notice of any change or cancellation of such policies.

- It is further agreed that this agreement and all terms, conditions and stipulations thereof shall continue and remain in full force and effect for the period of one (1) year from the 1st day of January, 2024.
- This agreement may not be amended or modified in any manner except by an instrument in writing sign by the Parties.
- In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such provisions shall be considered severable and the illegality, invalidity or unenforceability of any provision shall not affect the validity of any other provision, which shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose or operation of this agreement. If necessary in order to make the agreement legal, valid and enforceable, the Parties shall meet to confer upon a written amendment or modification to the agreement.
- The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provisions itself.
- Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.
- This agreement contains the sole and entre agreement of the Parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of the agreement shall have any force or effect.

This agreement shall be deemed to have been executed and delivered in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law rules or principles. All disputes arising out of this agreement shall be resolved by a court of competent jurisdiction in the State of New York.

IN WITNESS WHEREOF, a majority of the Board of Water Commissioners of the City of Oneida has, pursuant to a resolution of said Board, duly executed this contract, and the City of Oneida has caused its corporate seal to be affixed hereto and these presents to be signed by its duly authorized officers, the day and year first above written.

THE CITY OF ONEIDA, NEW YORK

SEAL	BYHelen B. Acker, Mayor
	Water Commissioners City of Oneida, New York TOWN OF STOCKBRIDGE
SEAL	BYStockbridge Town Supervisor

STATE OF NEW YORK)	
) SS.: COUNTY OF MADISON)	
	, in the year 202, before me, the undersigned
personally appeared <b>Helen B. Acker</b> , personalistic satisfactory evidence to be the individual wacknowledged to me that he executed the satisfactory	onally known to me or proved to me on the basis of whose name is subscribed to the within instrument and ame in his capacity as <b>Mayor of the City of Oneida</b> , the individual, or the person upon behalf of which the
	Ву
	Notary Public
	Appointed in Madison County
	My Commission Expires//
STATE OF NEW YORK)  (SS.:  COUNTY OF MADISON)  On the day of  personally appeared Alex Stepanski, personalisticatory evidence to be the individual way.	, in the year 202, before me, the undersigned anally known to me or proved to me on the basis of those name is subscribed to the within instrument and
	same in his capacity as <b>Supervisor of the Town of</b> e instrument, the individual, or the person upon behalf same.
	By
	ByNotary Public
	Appointed in Madison County  My Commission Expires//
STATE OF NEW YORK) ) SS.:	
COUNTY OF MADISON)	
On the day of	y Parry, Kathy Erdo, Rex Niles, Dave Cimpi
personally known to me or proved to me on whose name is subscribed to the within instr same in his capacity as Members of the W	the basis of satisfactory evidence to be the individual rument and acknowledged to me that he executed the Vater Commission, and that by his signature on the on behalf of which the individual acted, executed the
	Ву
	Notary Public
	Appointed in Madison County
	My Commission Expires/

THIS AGREEMENT, MADE THIS	DAY OF			20	023,
by and between the CITY OF ONEIDA, a	municipal	corporation	located	in the Co	ounty of
Madison, State of New York, and hereinafter	referred to	as the "CIT	Y," and	the PRO	SPECT
STREET WATER DISTRICT, by and through	the Town	n Board of the	e Town o	of Vernon,	County
of Oneida, State of New York, hereinafter refer	red to as th	e "DISTRIC	Т,"		

WHEREAS, the parties have agreed that the CITY will perform certain services for the DISTRICT in the operation of its water system; and

WHEREAS, the parties wish to reduce to writing the agreement between themselves; and

NOW, THEREFORE, IT IS MUTUALLY HEREBY COVENANTED AND AGREED as follows:

- 1. The CITY shall take chlorine residual samples three (3) days/week on Monday, Wednesday, and Friday, and shall record the testing on the water system operation report.
- 2. The CITY shall obtain and test one (1) bacteriological sample on a monthly basis.
- 3. The CITY shall prepare monthly operations reports and submit the reports to the Oneida County Health Department and the DISTRICT.
- 4. The CITY shall make emergency repairs and replacements to the water distribution system as called for during the term of this agreement. The CITY shall be reimbursed for the labor, materials, and equipment of such emergency repairs and replacements in the amount of cost plus ten percent (10%). The CITY shall bill the DISTRICT for such repair services within the month that such work is completed. Payment shall be due within thirty (30) days.
- Non-emergency repairs, relocations, adjustments and new installations shall be made by the CITY to the water system of the DISTRICT, upon providing the DISTRICT with a written estimate for the work based upon labor, materials and equipment plus ten percent (10%), and acceptance thereof by the DISTRICT. The CITY shall bill the DISTRICT for such services within the month that such work is completed. Payment shall be due within thirty (30) days.
- 6. The CITY shall locate and mark the underground water facilities in the DISTRICT when required pursuant to Industrial Code Rule 753.
- 7. The CITY shall flush the mains of the DISTRICT in accordance with the CITY flushing program. The CITY shall provide notification of the scheduled day(s) of flushing to the DISTRICT.
- 8. The CITY shall annually inspect and winterize the hydrants of the DISTRICT. The

DISTRICT shall notify the CITY within twenty-four (24) hours after a hydrant is used, found defective or damaged in the DISTRICT. The CITY shall re-winterize and inspect any hydrant used during the course of the year. The DISTRICT shall have its hydrants promptly and regularly cleared of snow, grass or other debris at the DISTRICT expense.

- 9. Unless reimbursement for services is otherwise enumerated herein, the CITY shall perform the services for the DISTRICT for the annual sum of Ten Thousand One Hundred and Thirty Dollars (\$10,130).
- 10. Repeat samples as a result of total coliform positive samples and the month following additional four (4) routine bacteriological samples shall be billed at the rate of Thirty-Five Dollars (\$35.00) per sample.
- The CITY shall bill the DISTRICT for the above sum, exclusive of repeat and additional bacteriological samples which shall be billed in the half-year obtained, one-half thereof on June 1, 2024 and one-half thereof on December 1, 2024, which said sum shall be paid within 30 days of billing.
- 12. That by this agreement the CITY undertakes only to perform the services set forth herein and the DISTRICT retains the full responsibility for the operation of the water system. The CITY does not guarantee, nor shall it be responsible or liable for, any failure to deliver to the customers of the DISTRICT water with respect to either quantity or quality. The DISTRICT agrees to indemnify, defend and hold harmless the CITY, its officers, agents, and employees, from and against any and all loss or expense, including reasonable attorneys' fees, that may arise with respect to any and all matters relating thereto. The DISTRICT agrees to provide and thereafter continue to keep in full force and effect insurance protecting and indemnifying the CITY from any and all liability or claims for injury or damage to third persons or property as a result of actions of the CITY, excepting the active negligence of the CITY.

Liability and property damage insurance policies shall have limits of not less than:

Bodily Injury Liability	Each Person	\$1,000,000.00
	Each Occurrence	\$2,000,000.00
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	Aggregate	\$2,000,000.00

The DISTRICT shall provide the CITY with endorsements and a Certificate of Insurance throughout the term of this agreement demonstrating such coverage. Endorsements shall designate the CITY as additional insured in the above amounts for the duration of this agreement and shall provide that the CITY shall receive 15 days prior written notice of any change or cancellation of such policies.

- 13. This agreement and all terms, conditions and stipulations thereof, shall continue and remain in full force and effect for the period of one (1) year from the 1st day of January, 2024.
- 14. This agreement may not be amended or modified in any manner except by an instrument in writing sign by the Parties.
- 15. In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such provisions shall be considered severable and the illegality, invalidity or unenforceability of any provision shall not affect the validity of any other provision, which shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose or operation of this agreement. If necessary in order to make the agreement legal, valid and enforceable, the Parties shall meet to confer upon a written amendment or modification to the agreement.
- 16. The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provisions itself.
- 17. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.
- 18. This agreement contains the sole and entire agreement of the Parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of the agreement shall have any force or effect.
- 19. This agreement shall be deemed to have been executed and delivered in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law rules or principles. All disputes arising out of this agreement shall be resolved by a court of competent jurisdiction in the State of New York.

IN WITNESS WHEREOF, a majority of the Board of Water Commissioners of the City of Oneida has, pursuant to a resolution of said Board, duly executed this contract, and the City of Oneida has caused its corporate seal to be affixed hereto and these presents to be signed by its duly authorized officers, the day and year first above written.

	THE CITY OF ONEIDA, NEW YORK
SEAL	BYHelen B. Acker, Mayor
	Water Commissioners City of Oneida, New York
	Town of Vernon, acting for and on behalf of The Prospect Street Water District
SEAL	BY Vernon Town Supervisor

STATE OF NEW YORK)	
) SS.:	
COUNTY OF MADISON)	
On the day of	, in the year 202, before me, the undersigned,
	r, personally known to me or proved to me on the basis of
	dual whose name is subscribed to the within instrument and
acknowledged to me that he execute	d the same in his capacity as Mayor of the City of Oneida,
and that by his signature on the instru	ument, the individual, or the person upon behalf of which the
individual acted, executed the same.	
	D.
	ByNotary Public
	Appointed in Madison County  My Commission Expires/
	My Commission Daphes
STATE OF NEW YORK)	
) SS.:	
COUNTY OF ONEIDA)	
On the day of	, in the year 202_, before me, the undersigned
personally appeared Randy Watson	, personally known to me or proved to me on the basis of
satisfactory evidence to be the indivi	dual whose name is subscribed to the within instrument and
acknowledged to me that he execute	ed the same in his capacity as Supervisor of the Town of
Vernon, and that by his signature on	the instrument, the individual, or the person upon behalf of
which the individual acted, executed	
	Notary Public
	Notary Public
	Appointed in Oneida County  My Commission Expires//
	My Commission Expires/
STATE OF NEW YORK)	
) SS.:	
COUNTY OF MADISON)	
On the day of	, in the year 202 , before me, the undersigned
personally appeared Sandra Hicks	, in the year 202_, before me, the undersigned, Mary Parry, Kathy Erdo, Rex Niles, Dave Cimp
	me on the basis of satisfactory evidence to be the individual
	nin instrument and acknowledged to me that he executed the
	f the Water Commission, and that by his signature on the
- ·	son upon behalf of which the individual acted, executed the
same.	· · · · · · · · · · · · · · · · · · ·
	By
	Notary Public
	Appointed in Madison County
	My Commission Expires//

## 8. APPROVE BID-LIQUID ALUMINUM SULFATE

#### **RESOLUTION 23-**

Moved by Councilor Seconded by Councilor

**RESOLVED**, to approve the apparent low bidder meeting specifications for Liquid Aluminum Sulfate to Holland Co. Inc., 153 Howland Ave., Adams, MA 01220.

Ayes:

Nays:

**MOTION CARRIED** 

# CITY OF ONEIDA OFFICE OF THE COMPTROLLER

LEE ANN WELLS City Comptroller

JESSICA KAISER Deputy City Comptroller



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

# BID RESULTS Bid on Liquid Aluminum Sulfate - Wednesday, December 13, 2023 11:30 AM

BIDDER	AMOUNT	<b>SECURITY</b>
Slack Chemical Co, Inc PO Box 30 465 South Clinton Street Carthage, NY 13619	No Bid	
Holland Company, Inc 153 Howland Avenue Adams, MA 01220	\$ 80,750.00	Check
Chem Trade 90 East Halsey Rd Parsippany, NJ 07054-3705	\$113,900.00	ВВ

Apparent low bidder:

Holland Co Inc

Respectfully Submitted,

Lee Ann Wells
Purchasing Agent

## 9. APPROVE BID-LIQUID CHLORINE & SODIUM HYPOCHLORITE

#### **RESOLUTION 23-**

Moved by Councilor Seconded by Councilor

**RESOLVED**, to approve the apparent low bidder meeting specifications for Liquid Chlorine & Sodium Hypochlorite to Slack Chemical Co., Inc. PO Box 30, 465 South Clinton St., Carthage, NY 13619.

Ayes:

Nays:

**MOTION CARRIED** 

# CITY OF ONEIDA OFFICE OF THE COMPTROLLER

LEE ANN WELLS City Comptroller

JESSICA KAISER Deputy City Comptroller



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

## **BID RESULTS**

Bid on Liquid Chlorine & Sodium Hypochlorite Wednesday, December 13, 2023 11:20 AM

Slack Chemical Co, Inc
PO Box 30
465 South Clinton Street
Carthage, NY 13619

AMOUNT
SECURITY

ST1,900.08
Check

Kuehne Chemical Co Inc 86 N Hackensack Ave Kearny, NJ 07032

No Bid

Apparent low bidder:

Slack Chemical Co Inc

Respectfully Submitted,

Lec Ann Wells
Purchasing Agent

## 10. AUTHORIZATION-136 MADISON STREET

#### **RESOLUTION 23-**

Moved by Councilor Seconded by Councilor

**RESOLVED**, to authorize the Fire Marshal to retain a design professional to evaluate the structure located at 136 Madison Street, consistent with Resolution 21-175 approved on October 3, 2023.

Ayes:

Nays:

**MOTION CARRIED** 

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