

CITY OF ONEIDA

MEETING OF THE COMMON COUNCIL

109 N. MAIN ST., ONEIDA, NY 13421

AGENDA

Date:

October 15, 2024

Presiding:

Rick Rossi, Mayor

Time:

6:30 p.m.

Clerk:

Sandy LaPera, City Clerk

Location:

Common Council Chambers

Meeting Type:

Regular ⊠ Special □

Call to Order/Pledge of Allegiance/Roll Call

PROCLAMATION:

Extra Mile Day

PUBLIC HEARING:

A Local Law amending the annual income ranges for senior citizens as set forth

in Chapter 165 of the Oneida City Code and creating a Cold War Veterans

exemption

PUBLIC COMMENT:

Limited to 3 minutes

OLD BUSINESS:

REPORTS:

- **MAYOR'S REPORT**
- SUPERVISOR'S REPORT

Approval of the Minutes:

October 1, 2024

Approval of Warrant:

21

Item	Title	Facilitator
1.	MONTHLY REPORTS: receive and place on file the Monthly Reports from the City Clerk, City Engineer, Codes Department, Fire Department, Parks & Recreation Department, Planning Department and Police Department	CITY CLERK
2.	REINTRODUCE LOCAL LAW: reintroduce a Local Law amending Chapter 116 of the Code of the City of Oneida regarding Peddling and Solicitation and schedule a Public Hearing for Wednesday, November 6, 2024 at 6:30p.m. Common Council Chambers, 109 N. Main St.	HITCHINGS
3.	AGREEMENT : approve the Acting City Manager to sign an agreement with BOCES to replace the roof on the Harmon Field Pavilion	GRIFF

Item	Title	Facilitator
4.	BUDGET TRANSFERS/AMENDMENTS: approve the budget transfers and amendments as outlined by the Comptroller, or a third party duly retained by the City of Oneida to perform such services.	WELLS
5.	AUTHORIZATION-GRANTS : authorize the Acting City Manager to sign two grant award contracts from the NYS Governor's Traffic Safety Committee for Fiscal 2025	LOWELL

NEW BUSINESS

MINUTES OF THE COMMON COUNCIL REGULAR MEETING OCTOBER 15, 2024

A meeting of the Common Council of the City of Oneida, NY was held on the fifteenth day of October 2024 at 6:30 p.m. at the Common Council Chambers, 109 N. Main, Oneida, NY 13421.

The meeting was called to order by Mayor Rick Rossi.

Attendees	Present	Absent	Arrived Late
Mayor Rossi Councilor Szczerba Councilor Laureti Councilor Hitchings Councilor Winchell Councilor Pagano Councilor Simchik			
Supervisors			
Matt Roberts Mary Cavanagh Brandee DuBois Michelle Kinville			
Also Present			
City Attorney Nadine Bell City Clerk Sandy LaPera Fire Chief Scott Jones Police Chief Steve Lowell		Public Safety Comm. I Other: Other:	

Call to Order/Pledge of Allegiance/Roll Call

PROCLAMATION:

Extra Mile Day



EXTRA MILE DAY

WHEREAS, Oneida, New York, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism and service; and

WHEREAS, Oneida, New York, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment and conviction to their individual ambitions, family, friends and community; and

WHEREAS, Oneida, New York, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Oneida, New York, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2024; and now therefore

I, Rick Rossi, Mayor do hereby proclaim November 1, 2024, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country or world a better place.

WITNESS WHEREOF, I have hereunto set my hand and affix the official seal of the City of Oneida on this 15th day of October 2024.

Mayor	Rick	Rossi		

PUBLIC HEARING:

A Local Law amending the annual income ranges for senior citizens as set forth in Chapter 165 of the Oneida City Code and creating a Cold War Veterans exemption

OPEN PUBLIC HEARING

A LOCAL LAW AMENDING THE ANNUAL INCOME RANGES FOR SENIOR CITIZENS AS SET FORTH IN CHAPTER 165 OF THE ONEIDA CITY CODE AND CREATING A COLD WAR VETERANS EXEMPTION

RESOLUTION 24-

	l by Councilor ded by Councilor
	RESOLVED , that the Public Hearing amending the annual income ranges for senior citizens as set forth in Chapter 165 of the Oneida City Code and creating a Cold War Veterans exemption be hereby opened atp.m.
Ayes:	
Nays:	
MOTIC	ON CARRIED/FAILED

APPEARANCES

CLOSE PUBLIC HEARING

A LOCAL LAW AMENDING THE ANNUAL INCOME RANGES FOR SENIOR CITIZENS AS SET FORTH IN CHAPTER 165 OF THE ONEIDA CITY CODE AND CREATING A COLD WAR VETERANS EXEMPTION

RESOLUTION 24-

Moved by	Councilor
Seconded	by Councilor

RESOLVED , that the P	Public Hearing amending the annual income ranges for senior citizens as set
forth in Chapter 165	of the Oneida City Code and creating a Cold War Veterans exemption be
hereby closed at	p.m.

Ayes: Nays:

PUBLIC COMMENT: OLD BUSINESS:

REPORTS:

- Mayor's Report
- Supervisor's Report

APPROVAL OF MINUTES

Moved by Councilor Seconded by Councilor

RESOLVED, that the minutes of the regular meeting of October 1, 2024, are hereby approved as presented.

Ayes:

Nays:

APPROVAL OF WARRANT

Moved by Councilor Seconded by Councilor

RESOLVED, that Warrant No. 21, checks and ACH payments in the amount of \$673,985.06 as audited by the Voucher Committee are hereby approved for payment in the usual manner at the discretion of the Comptroller or a third party duly retained by the City of Oneida to perform such services.

Ayes:

Nays:

WARRANT	21	
DATE:	October 15, 2024	

FUND		PAYMENT NUMBER (S)	AMOUNT
Capital		4927-4929	\$ 104,222.80
DRI Fund	031		
Liberty Operating Fund	025		
ARPA Fund	030		
Current Funds		75212-75350	\$ 564,311.37
ACH			\$ 5,450.89

WARRANT #1 TOTAL	\$	673,985.06
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Oneida, NY

Expense Approval Report

By Fund

Payment Dates 10/2/2024 - 10/15/2024

SALABARARA				,	, ,
Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
NATIONAL GRID	75203	1,0/02/2024	ELECTRIC	001.1620.0401.0000	81.78
ONEIDA CITY SCHOOL DIST	75309	10/15/2024	ONEIDA HOUSING AUTHORITY,	.001.0001.0661.0010	33,545.17
JEROME FIRE EQUIPMENT CO, .	75275	10/15/2024	hydrotest 5 scba bottles	001.3410.0400.0000	125,00
TYLER TECHNOLOGIES	75337	10/15/2024	TRANSACTION FEE	001,1680.0403.0000	501.25
TYLER TECHNOLOGIES	75337	10/15/2024	NOTIFICATION FEES	001.1680.0403.0000	0.80
SIRCHIE ACQUISITION COMP	75327	10/15/2024	Fentanyl Kits	001.3120.0204.0000	87.80
SIRCHIE ACQUISITION COMP	75327	10/15/2024	Cocaine Swipes	001.3120.0204.0000	37.95
SIRCHIE ACQUISITION COMP	75327	10/15/2024	MDMA Kits	001,3120.0204.0000	131.70
SIRCHIE ACQUISITION COMP	75327	10/15/2024	Mollies Kits	001.3120.0204.0000	34.00
SIRCHIE ACQUISITION COMP,	7 5327	10/15/2024	Ketamine Kits	001.3120.0204.0000	21.95
SIRCHIE ACQUISITION COMP	75327	10/15/2024	Cocaine Kit	001.3120.0204.0000	43.90
SIRCHIE ACQUISITION COMP	75327	10/15/2024	SHIPPING	001.3120.0300.0000	120.78
LOWE'S HOME IMPROVEMEN	. 75292	10/15/2024	building supplies	001.1620,0300.0000	48.38
LOWE'S HOME IMPROVEMEN	. 75292	10/15/2024	SUPPLIES	001.1620.0300.0000	20.89
NYSBOC CENTRAL CHAPTER I	DFT0005098	10/15/2024	ACKERMAN TRAINING	001.8664.0413.0000	10.00
NYSBOC CENTRAL CHAPTER I.,	DFT0005098	10/15/2024	ROSE TRAINING	001.8664.0413.0000	10.00
NYSBOC CENTRAL CHAPTER I	DFT0005098	10/15/2024	TRAINING BURNETT	001.8664.0413.0000	10.00
AMAZON WEB SERVICES, LLC.	DFT0005090	10/15/2024	Fire & Emergency Svcs Instr: Pr	4001.3410.0413.0000	69.49
WAL-MART, INC.	75346	10/15/2024	BLANKET PO - FOR SUPPLIES,	001.7140.0300.0000	224,92
STEPHANIE WAITE	75330	10/15/2024	REFUND	001.0017.2031.0000	110.00
LOWE'S HOME IMPROVEMEN	. 75292	10/15/2024	TARP	001.5110.0300.0000	113.05
AMAZON WEB SERVICES, LLC.	DFT0005090	10/15/2024	FILE CABINET RAILS	001.3410.0300.0000	50.97
STATE OF NY PERB	75329	10/15/2024	ARBITRATION FEE	001.1420.0419.0000	50.00
WAL-MART, INC.	75346	10/15/2024	Running PO	001.3120.0300.0000	45.69
KAIDEN MILLER	75286	10/15/2024	FLAG FOOTBALL	001.7140.0403.2018	80.00
AUSTIN DEGROAT	75219	10/15/2024	FLAG FOOTBALL	001.7140.0403.2018	80.00
CONNER DELARIVA	75239	10/15/2024	FLAG FOOTBALL	001.7140.0403.2018	80.00
AMAZON WEB SERVICES, LLC.	DFT0005090	10/15/2024	Chief's chair	001.1660.0300.0000	379.99
AMAZON WEB SERVICES, LLC.	DFT0005090	10/15/2024	Ano boots	001.3410.0317.0000	78.29
NATIONAL GRID	75306	10/15/2024	ELECTRIC	001.1620.0401.0000	4,819.61
ASCAP	75218	10/15/2024	ASCAP ANNUAL MEMBERSHIP	001.7140.0403.2032	445.11
INTERNATIONAL CODE COUNC.	, 75265	10/15/2024	1 YR ONLINE	001.3410.0438.0000	81.30
ONEIDA OFFICE SUPPLY	75310	10/15/2024	NAME PLATE FOR NEW CITY	001.1660.0300.0000	18.00
ONEIDA OFFICE SUPPLY	75310	10/15/2024	time cards, office supplies	001.5110.0300.0000	137.55
Max's Print Shop	75299	10/15/2024	Sullivan uniform order	001.3410.0317.0000	112.00
Max's Print Shop	75299	10/15/2024	Burbidge uniform order	001.3410.0317.0000	87.00
Max's Print Shop	75299	10/15/2024	Jeffery uniform order	001.3410.0317.0000	102.00
HOWLAND PUMP AND SUPPLY.	.75262	10/15/2024	PLUMBING SUPPLIES FOR BUI.	. 001.1620.0300.0000	104.13
HOWLAND PUMP AND SUPPLY.	75262	10/15/2024	plumbing supplies	001.5110.0300.0000	265.66
UNITED AUTO SALES	75339	10/15/2024	PARTS	001.5132.0300.0000	276.64
MARCY HYDRAULICS	75295	10/15/2024	MARCY HYDROLICS	001-5132.0300.0000	6,67
HAR-ROB FIRE APPARATUS SE,	75260	10/15/2024	Eng 3 multiple gauge replace	001.3410.0409.0000	1,018.00
HAR-ROB FIRE APPARATUS SE	75260	10/15/2024	SEAT REPAIR	001,3410.0409.0000	248.00
HAR-ROB FIRE APPARATUS SE	75260	10/15/2024	eng 3 seat hardware repair/se.	.001.3410.0409.0000	827.00
SPECTROTEL, INC.	75328	10/15/2024	LONG DISTANCE	001.1680.0403.0000	132.36
CHARTER COMMUNICATIONS	75231	10/15/2024	INTERNET & PHONE	001.1680.0403.0000	600.15
TOTAL SOLUTIONS	75336	10/15/2024	computer replacement	001.3410.0403.0000	1,420.00
TOTAL SOLUTIONS	75336	10/15/2024	GIGABIT MAGAGED SWITCH	001.1680.0403.0000	586.09
TOTAL SOLUTIONS	75336	10/15/2024	MONTHLY CHARGES	001.1680.0403.0000	2,754.61
JC SMITH, INC.	75272	10/15/2024	RACKS, SMALL HAND TOOLS	001.5110.0314.0000	265.00
L A POLICE GEAR	DFT0005096	10/15/2024	Shipping	001.3120.0204.0000	4.99
L A POLICE GEAR	DFT0005096	10/15/2024	Gauze Rolls	001.3120.0204.0000	67.20
L A POLICE GEAR	DFT0005096	10/15/2024	Chest Seals	001.3120.0204.0000	179.25

Payment Dates: 10/2/2024 - 10/15/2024

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
L A POLICE GEAR	DFT0005096	10/15/2024	Shears	001.3120.0204.0000	78.60
L A POLICE GEAR	DFT0005096	10/15/2024	Bleeding Control Dressings - q	001.3120,0204,0000	405.00
ONEIDA CITY SCHOOL DIST	75309	10/15/2024	STONELEIGH PILOT	001.0001.0661.0010	17,022.09
WILLIAM NELSON	75350	10/15/2024	3RD QUARTER	001.9060.0805.0000	607.29
MADISON COUNTY TREASURER	75293	10/15/2024	ONEIDA HOUSING AUTHORITY	.001,0001.0663.0000	13,862.79
ONEIDA PUBLIC LIBRARY DISTR	.,75311	10/15/2024	STONELEIGH PILOT PAYMENT	001.0001.0632,0000	36.02
MADISON COUNTY TREASURER	75293	10/15/2024	STONELEIGH PILOT	001.0001.0663.0000	7,112.99
ONEIDA PUBLIC LIBRARY DISTR	75311	10/15/2024	ONEIDA HOUSING AUTHORITY.	.001.0001.0632.0000	702.00
BUELL FUEL LLC	75227	10/15/2024	DIESEL	001.1640.0402.0000	688.15
BUELL FUEL LLC	75227	10/15/2024	GASOLINE	001.1640.0401.0000	6,252.71
GE SOFTWARE	75254	10/15/2024	GASBOY SOFTWARE	001.5132.0403.0000	00.08
INTERSTATE BATTERY SYSTEM	75266	10/15/2024	batteries	001.5132.0303.0000	186.50
INTERSTATE BATTERY SYSTEM .	. 75266	10/15/2024	Running Central Garage PO	001.1640.0403.0001	152.95
DAVIS MECHANICAL SERV INC	75245	10/15/2024	ANNUAL PREVENTATIVE MAI	001.7140.0403.0000	600.00
UDIG NY,INC	75338	10/15/2024	UDIG	001.5110.0403.0000	439.70
Oswego County Solid Waste	75313	10/15/2024	Evidence Disposal	001.3120.0403.0000	10.00
IMAGE NOW, INC.	75264	10/15/2024	supplies	001.1660.0300.0000	1.88.00
CARGILL SALT	75228	10/15/2024	salt for roads	001.5142.0315.0000	14,226.01
RELIABLE PRODUCTS	75320	10/15/2024	SALT, BUILDING SUPPLIES	001.1620.0300.0000	127.00
OFFICE ENVIRONMENTAL CO		10/15/2024	office furniture	001.1660.0300.0000	450.00
ORION SAFETY PRODUCTS	75312	10/15/2024	inside delivery fee	001.3120.0300.0000	129.00
ORION SAFETY PRODUCTS	75312	10/15/2024	Freight	001,3120.0300.0000	230,22
ORION SAFETY PRODUCTS	75312	10/15/2024	Item 9340 30-minute 2/wire s		1,025.40
CANON FIANCIAL SERVICES	DFT0005091	10/15/2024	COPIER LEASES	001.1620.0406.0000	370.00
CANON FIANCIAL SERVICES	DFT0005091	10/15/2024	9/10-10/9	001.1620.0406.0000	499.60
GREAT AMERCIAN FINANCIAL		10/15/2024	3RD QUARTER 2024	001.1620.0404.0000	396.00
SHARON EDDY	75326	10/15/2024	3RD QUARTER	001.9060.0805.0000	314.70
JUDITH KEENAN	75285	10/15/2024	3RD QUARTER	001.9060.0805.0000	363.00
JAMES BACHER	75267	10/15/2024	3RD QUARTER	001.9060.0805.0000	1,048.20
KEVIN DAVIES	75288	10/15/2024	3RD QUARTER	001.9060.0805.0000	314.70
DAVID M SCHAUB	75243	10/15/2024	3RD QUARTER	001.9060.0805.0000	314.70
WAYNE COSTON	75347	10/15/2024	3RD QUARTER	001.9060.0805.0000	587.79
WILLIAM CARNEVALE	75349	10/15/2024	3RD QUARTER	001,9060,0805,0000	548.49
DONALD J THORNA	75246	10/15/2024	3RD QUARTER	001.9060.0805.0000	393,00
JOHN LAURIN	75281	10/15/2024	3RD QUARTER	001.9060.0805.0000	402.00 314.70
CHRIS WILSON ALICE LOPITZ	75232 75214	10/15/2024	3RD QUARTER	001.9060.0805.0000 001.9060.0805.0000	626.79
THOMAS CAMPANIE	75333	10/15/2024 10/15/2024	3RD QUARTER 3RD QUARTER	001.9060.0805.0000	464.19
JOHN JONES	75280	10/15/2024	3RD QUARTER	001,9060.0805.0000	464.19
MELVIN J LIGHTHALL	75300	10/15/2024	3RD QUARTER	001.9060.0805.0000	402.00
JOHN MC CLELLAN	75282	10/15/2024	3RD QUARTER	001.9060.0805.0000	402.00
DONNA STAGNITTA	75248	10/15/2024	3RD QUARTER	001.9060.0805.0000	324.00
ERWIN L. SMITH	75251	10/15/2024	3RD QUARTER	001.9060.0805.0000	620.79
MARY DUCHENE	75298	10/15/2024	3RD QUARTER	001.9060.0805.0000	314.70
DONALD THORNA	75247	10/15/2024	3RD QUARTER	001.9060.0805.0000	824.19
JOHN BIBIK	75279	10/15/2024	3RD QUARTER	001.9060.0805.0000	402.00
DAVID WHEELER	75244	10/15/2024	3RD QUARTER	001.9060.0805.0000	314.70
GRACE PERRETTA	75255	10/15/2024	3RD QUARTER	001.9060.0805.0000	494.70
STEVEN CURRO	75331	10/15/2024	3RD QUARTER	001.9060.0805.0000	883.00
PHILLIP LOMBARDI	75316	10/15/2024	3RD QUARTER	001.9060.0805.0000	584.79
ROSLIE M TALLMAN	75323	10/15/2024	3RD QUARTER	001.9060.0805,0000	402.00
PATRICK KAISER	75315	10/15/2024	3RD QUARTER	001.9060.0805.0000	524.10
LARRY PIERSALL	75290	10/15/2024	3RD QUARTER	001.9060.0805.0000	593.79
CHRISTINE DUBOIS	75233	10/15/2024	3RD QUARTER	001.9060,0805.0000	524.10
JOHN B MCMAHON	75278	10/15/2024	3RD QUARTER	001.9060.0805.0000	314.70
DAVID JOHNSON	75242	10/15/2024	3RD QUARTER	001,9060.0805.0000	402.00
JEFFREY CARDINALI	75273	10/15/2024	3RD QUARTER	001.9060.0805.0000	588.66
GREGG MYERS	75259	10/15/2024	3RD QUARTER	001.9060.0805.0000	702.39
CLIFFORD HOPKINS	75237	10/15/2024	3RD QUARTER	001.9060.0805.0000	494.70
JANE MARIANI	75271	10/15/2024	3RD QUARTER	001.9060.0805.0000	393.00

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
JOAN CUKIERSKI	75277	10/15/2024	3RD QUARTER	001,9060.0805.0000	494.70
JOSEPH SALERNO	75284	10/15/2024	3R QUARTER	001.9060.0805.0000	464.19
ERNEST BUTLER	75250	10/15/2024	3RD QUARTER	001.9060.0805.0000	882.99
GAIL SALERNO	75253	1,0/15/2024	3RD QUARTER	001.9060.0805.0000	314.70
DAVID HINES	75241	10/15/2024	3RD QUARTER	001.9060.0805.0000	702.39
MICHAEL BOWE	75302	10/15/2024	3RD QUARTER	001,9060.0805.0000	672.88
JON LOOMIS	75283	10/15/2024	3RD QUARTER	001.9060.0805.0000	882.99
ALEXANDER WOOD, JR	75213	1.0/15/2024	3RD QUARTER	001.9060.0805.0000	402.00
THOMAS LAURIN	75334	10/15/2024	3RD QUARTER	001.9060.0805.0000	402.00
JAMES DOWD	75270	1,0/15/2024	3RD QUARTER	001.9060.0805.0000	702.39
QUILL CORPORATION	75319	10/15/2024	OFFICE SUPPLIES	001.1660.0300.0000	99.64
QUILL CORPORATION	75319	10/15/2024	OFFICE SUPPLIES	001.1660.0300.0000	25.14
QUILL CORPORATION	75319	10/15/2024	OFFICE SUPPLIES	001.1660.0300.0000	100.56
CINTAS CORP	75235	10/15/2024	uniform	001.5132.0403.0000	316.26
CINTAS CORP	75235	10/15/2024	uniform	001.5132.0403.0000	316.26
UNITED UNIFORM CO INC	75340	10/15/2024	Greene uniform items	001.3410.0317.0000	158.00
UNITED UNIFORM CO INC	75340	1,0/15/2024	Strife uniform items	001.3410.0317.0000	158.00
COOPER ELECTRIC	75240	10/15/2024	BLANKET PO - FOR SUPPLIES,	001.7140.0409.0000	9.80
COOPER ELECTRIC	75240	10/15/2024	ELECTRCAL SUPPLIES	001.1620.0300.0000	47.96
COOPER ELECTRIC	75240	10/15/2024	electrical supplies	001.3310.0200.0000	14.08
MGM PARTS DISTRIBUTORS, I	75301	10/15/2024	Open PO for the upkeep/repai	.001.3410.0409.0000	7.00
MGM PARTS DISTRIBUTORS, I	75301	10/15/2024	Open PO for the upkeep/repai	.001.3410.0409.0000	185.88
MGM PARTS DISTRIBUTORS, I	75301	10/15/2024	Open PO for the upkeep/repai	.001.3410.0409.0000	9.94
MGM PARTS DISTRIBUTORS, I	75301	10/15/2024	Running Central Garage PO	001.1640.0403.0001	75.48
MGM PARTS DISTRIBUTORS, I	75301	10/15/2024	FILTERS, AUTO, TRUCK PARTS	001.5132.0303.0000	20.98
MGM PARTS DISTRIBUTORS, I	75301	10/15/2024	BLANKET PO - FOR SUPPLIES,	. 001.7140.0409.0000	23.62
MGM PARTS DISTRIBUTORS, I	75301	10/15/2024	BLANKET PO - FOR SUPPLIES,	. 001.7140.0409.0000	9.41
MGM PARTS DISTRIBUTORS, I,	75301	10/15/2024	Running Central Garage PO	001.1640.0403.0001	16.22
MGM PARTS DISTRIBUTORS, I	75301	10/15/2024	Running Central Garage PO	001.1640.0403.0001	16.31
MGM PARTS DISTRIBUTORS, I	75301	10/15/2024	Running Central Garage PO	001.1640.0403.0001	204.03
MGM PARTS DISTRIBUTORS, I	75301	10/15/2024	Running Central Garage PO	001.1640.0403.0001	249.99
MGM PARTS DISTRIBUTORS, I	75301	10/15/2024	FILTERS, AUTO, TRUCK PARTS	001.5132.0303.0000	303.42
MGM PARTS DISTRIBUTORS, I	75301	10/15/2024	TRUCK AND AUTO PARTS FOR	001.5132.0300.0000	1.94
BLISS ENVIRONMENTAL SERVI	75222	10/15/2024	109 N MAIN ST	001.1620,0403,0001	246.50
BLISS ENVIRONMENTAL SERVI	.75222	10/15/2024	403 SCONONDOA ST	001.1620.0403.0001	109.00
BLISS ENVIRONMENTAL SERVI	. 75222	10/15/2024	217 CEDAR ST	001.1620.0403.0001	119.90
BLISS ENVIRONMENTAL SERVI		10/15/2024	360 N MAIN ST	001.1620.0403.0001	153.00
NORTHLAND COMMUNICATI	75307	10/15/2024	PHONE & INTERNET	001.1680.0403.0000	1,098.26
'	75317	10/15/2024	SET UP CHARGE	001.3120.0300.0000	370.00
POSITIVE PROMOTIONS, INC	75317	10/15/2024	300 12" Rulers	001.3120.0420.0000	300.00
POSITIVE PROMOTIONS, INC	75317	10/15/2024	200 Paper Police Hats	001.3120.0420.0000	75.98
POSITIVE PROMOTIONS, INC	75317	10/15/2024	300 Heat Sensitive Pencils	001.3120.0420.0000	104.97
POSITIVE PROMOTIONS, INC	75317	10/15/2024	200 4" Glow Sticks	001.3120.0420.0000	148.00
POSITIVE PROMOTIONS, INC	75317	10/15/2024	200 Drug Free Pencil Sharpen		159.60
POSITIVE PROMOTIONS, INC	75317	10/15/2024	250 iWriter Silhouette Pens	001.3120.0420.0000	160.00
POSITIVE PROMOTIONS, INC	75317	10/15/2024	200 Sporty Water Bottle	001.3120.0420,0000	218.00
POSITIVE PROMOTIONS, INC	75317	10/15/2024	Shipping	001.3120.0420.0000	265.54
POSITIVE PROMOTIONS, INC	75317	10/15/2024	100 Drug Free Temporary Tat		17.99
POSITIVE PROMOTIONS, INC	75317	10/15/2024	200 Junior Officer Temporary		41.98
POSITIVE PROMOTIONS, INC	75317	10/15/2024	350 Halloween Pumpkin Tote		731.50
POSITIVE PROMOTIONS, INC	75317	10/15/2024	300 Economy Tote Bags	001.3120.0420.0000	351.00
SCHINDLER ELEVATOR CORP.	75324	10/15/2024	PREVENTIVE MAINT	001.1620.0403.0001	3,790.74
BLOCKS & ROCKS	75223	10/15/2024	CEMENT, ROAD MATERIALS	001.5110.0314.0000	447.50
BOUND TREE MEDICAL, LLC.	75226	10/15/2024	PEDIATRIC SPLINT	001.3410.0300.0000	126.99
MADISON COUNTY TREASURER		10/15/2024	SEPT COLLECTION	001.0001.0663.0000	28,699.17
EZ PASS	DFT0005093	10/15/2024	TOLLS	001.1640.0403.0003	0.35
MIRABITO ENERGY PRODUCTS		10/15/2024	GAS FOR CHIEF'S MEETING	001.3410.0407.0000	78.71
HOLIDAY INN SARATOGA SPRI.		10/15/2024	CHIEF'S MEETING	001,3410.0407.0000	159.00
LOWE'S HOME IMPROVEMEN		10/15/2024	BLANKET PO ~ FOR SUPPLIES,		126.80
HAMPTON INN	DFT0005094	10/15/2024	DSJ\$ SYMPOSIUM	001.3120.0416.0000	1,026.00

Payment Dates: 10/2/2024 - 10/15/2024

Expense Approval Report				Payment Dates: 10/2/2024 -	10/15/2024
Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
SCOTT JONES	75325	10/15/2024	CHIEF'S MEETING	001.3410.0407.0000	40.00
HAMPTON INN	DFT0005094	10/15/2024	MEALS FOR 4 POLICE OFFICER		377.55
LOWE'S HOME IMPROVEMEN		10/15/2024	supplies for traffic and lights	001.3310.0300.0000	5,68
LOWE'S HOME IMPROVEMEN	75292	10/15/2024	misc supplies as needed	001.3410.0405.0000	18.92
JEFFREY ROWE	75274	10/15/2024	HAY FOR FALL FESTIVAL	001.5110.0300.0000	60.00
LOWE'S HOME IMPROVEMEN	75292	10/15/2024	BUILDING SUPPLIES	001.1620.0300.0000	84.51
AMAZON WEB SERVICES, LLC.	DFT0005090	10/15/2024	LITHIUM BATTERIES	001,3120.0300.0000	14.31
AMAZON WEB SERVICES, LLC.	DFT0005090	10/15/2024	Vortex Optics Binoculars	001.3120.0317.0000	92.18
LOWE'S HOME IMPROVEMEN	75292	10/15/2024	BLANKET PO - FOR SUPPLIES,		24.28
LOWE'S HOME IMPROVEMEN	75292	10/15/2024	supplies for sstreet lights	001.3310.0200.0000	82.80
LOWE'S HOME IMPROVEMEN	75292	10/15/2024	misc supplies as needed	001.3410.0405.0000	75.80
WHITE FARM SUPPLY INC	75348	10/15/2024	BLANKET PO - FOR SUPPLIES,		8,74
ONEIDA CITY SCHOOL DIST	75309	10/15/2024	SEPT COLLECTION	001.0001.0661.0010	13,203.26
ONEIDA CITY SCHOOL DIST	75309	10/15/2024	SEPT COLLECTION	001.0001.0661.0011	666.49
UTICA SPRAY AND CHEMICAL	75342	10/15/2024	SUPPLIES	001.1620.0300.0000	646.95
LAWSON PRODUCTS, INC	75291	10/15/2024	HARDWARE	001.5132.0303.0000	147.06
ONEIDA OFFICE SUPPLY	75310	10/15/2024	BLANKET PO - FOR SUPPLIES,		5.00
KIME HARDWARE	75289	10/15/2024	SUPPLIES	001.5110.0300.0000	41.96
KIME HARDWARE	75289	10/15/2024	BUILDING SUPPLIES	001.1620.0300.0000	20.97
BME ,	75224	10/15/2024	COPIER LEASES	001.1620.0404.0000	282.61
BONADIO & CO LLP	75225	10/15/2024	SEPT SERVICES	001.1315.0403.0000	12,600.00
CLINTON TRACTOR & IMPLEM	75238	10/15/2024	TRACTOR PARTS AND LABOR	001.5132.0300.0000	115.13
POWER & CONSTRUCTION G	75318	10/15/2024	PURCHASE AND INSTALLL 12'	001.3310.0200.0000	1,895.00
POWER & CONSTRUCTION G	75318	10/15/2024	ARM INSTALL, FIXURES , MAT	001.3310.0200.0000	1,667.00
21st Century Media, LLC	75212	10/15/2024	LEGAL NOTICES	001.1989.0400.0000	311.51
EXCELLUS BLUECROSS BLUESH.	75252	10/15/2024	OCTOBER 2024	001.9060.0805.0000	212,004.40
HUMANA INS CO OF NY	75263	10/15/2024	OCTOBER 2024	001.9060.0805.0000	23,953.71
AMERICAN ELECTRIC POWER	75215	10/15/2024	SEPTEMBER 2024	001.1620.0401.0000	12,968.67
ONEIDA OFFICE SUPPLY	75310	12/15/2024	BLANKET PO - FOR SUPPLIES,	001.7140.0300.0000	69.98
			Fu	nd 001 - GENERAL FUND Total:	462,194.95
Fund: 002 - WATER					
	75229	10/15/2024	CARMEN NEWTOWN	002.8300.0403.0000	1,275.00
	75264	10/15/2024	IMAGE NOW, INC	002.8300.0300.0000	1,515.00
LOWE'S HOME IMPROVEMEN		10/15/2024	LOWES	002,8300.0319,0000	43.54
	75306	10/15/2024	ELECTRIC	002.8300.0401.0000	13.47
	75336	10/15/2024	MONTHLY CHARGES	002.8300.0444.0000	1,098.01
	75221	10/15/2024	LIFE SCIENCE LABS (WTP)	002.8300.0415.0000	20.00
	75221	10/15/2024	LIFE SCIENCE LABS	002,8300.0415.0000	20.00
	75221	10/15/2024	LIFE SCIENCE LABS	002.8300.0415.0000	20.00
PACE ANALYTICAL SERVICES I		10/15/2024	PACE LABS	002.8300,0415.0000	120.00
	DFT0005091	10/15/2024	COPIER LEASE	002.8300.0403.0000	174.00
	75332	10/15/2024	3RD QUARTER	002.9060.0805.0000	824.20
	75303	10/15/2024	3RD QUARTER	002.9060.0805.0000	524.10
	75305	10/15/2024	3RD QUARTER	002.9060.0805.0000	524.10
	75268	10/15/2024	3RD QUARTER	002.9060.0805.0000	524.10
	75217	10/15/2024	3RD QUARTER	002.9060.0805.0000	314.70
	75297	10/15/2024	3RD QUARTER	002.9060.0805.0000	673.59
	75319	10/15/2024	QUILL	002.8300.0300.0000	104.86
	75322	10/15/2024	2024-2025 SCHOOL TAXES	002.0002.0481.0000	2,033.64
	75322	10/15/2024	2024-2025 SCHOOL TAXES	002.8300.0431,0000	2,033.64
	75345	10/15/2024	VICTORY CHRYSLE	002.8300.0302.0000	1,352.94
	75304	10/15/2024	NALCO	002.8300.0319.0000	2,928.04
	75344	10/15/2024	VERIZON	002.8300.0401.0000	28.97
	75224	10/15/2024	COPIER LEASES	002.8300.0444.0000	16.09
EXCELLUS BLUECROSS BLUESH		10/15/2024	OCTOBER 2024	002.9060.0805.0000	27,225.98
	75263	10/15/2024	OCTOBER 2024	002.9060.0805.0000	2,202.64
	75261	10/15/2024	LIQUID ALUM	002.8300.0310.0000	6,351.35
			• • • • • • • • • • • • • • • • • • • •	Fund 002 - WATER Total:	51,961.96
Fund: 003 - SEWER					,
	75203	10/02/2024	ELECTRIC	002 9110 0401 0000	00.00
annomic omp	13203	10/02/2024	ELECTRIC	003.8110.0401.0000	26.38

Payment Dates: 10/2/2024 - 10/15/2024

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
LOWE'S HOME IMPROVEMEN	75292	10/15/2024	SUPPLIES	003.8110.0405.0000	34.36
EBAY.COM	DFT0005092	10/15/2024	MOTOR	003,8110,0200.0000	907.00
EBAY.COM	DFT0005092	10/15/2024	moto,r blower	003.8110.0300.0000	183.99
VERIZON	75343	10/15/2024	PUMP STATION HUBBARD/ W	. 003.8110.0400.0000	177.46
NATIONAL GRID	75306	10/15/2024	ELECTRIC	003.8110.0401.0000	1,588.25
CHARTER COMMUNICATIONS	75231	10/15/2024	INTERNET & PHONE	003.8110.0400.0000	129.95
BARTON & LOGUIDICE, DPC	75220	10/15/2024	TECHNICAL ASSISTANCE RELA	003.8110.0400.0001	1,600.00
TOTAL SOLUTIONS	75336	10/15/2024	MONTHLY CHARGES	003.8110.0444.0000	549.00
EASTERN CROWN INC	75249	10/15/2024	superchlor reclaim	003.8110.0446.0000	523.00
EASTERN CROWN INC	75249	10/15/2024	HOSE	003.8110.0300.0000	23.00
CANON FIANCIAL SERVICES	DFT0005091	10/15/2024	COPIER LEASE	003.8110.0445.0000	140.00
KIME HARDWARE	75289	10/15/2024	HARDWARE, HOSES, MATERIA.	.,003.8110,0300,0000	26.48
RENNIE B CARROLL	75321	10/15/2024	3RD QUARTER	003.9060.0805.0000	314.70
USA BLUE BOOK	75341	10/15/2024	lab supplies	003.8110.0300.0000	223.60
USA BLUE BOOK	75341,	10/15/2024	lab supplies	003.8110.0300.0000	437.17
COOPER ELECTRIC	75240	10/15/2024	ELECTRICAL SUPPLIES	003.8110.0300.0000	10.11
MGM PARTS DISTRIBUTORS, L		10/15/2024	truck parts	003,8110.0411.0000	9.60
ANTHONY GRIFFIN	75216	10/15/2024	MEALS	003.8110.0418.0000	40.00
THOMPSON APPLIANCE CENT		10/15/2024	REFRIGERATOR	003.8110.0200.0000	650.00
NORTHLAND COMMUNICATI		10/15/2024	PHONE & INTERNET	003.8110.0401.0000	376.35
CERTIFIED ENVIRONMENTAL S.		10/15/2024	LAB SERVICES	003,8110.0415.0000	4,026.00
CITY OF SHERRILL	75236	10/15/2024	JULY AND AUGUST SEWER	003.8110,0313,0000	6,184.69
MADISON COUNTY TREASURER		10/15/2024	AUGUST BIOSOLIDS	003.8110.0412.0000	2,290.04
MARK ARMSTRONG	75296	10/15/2024	MEALS	003.8110.0418.0000	90.00
JESSE DOTY	75276	10/15/2024	MEALS	003.8110.0300.0000	240.00
EBAY.COM	DFT0005092	10/15/2024	AC CONTACTOR	003.8110.0200.0000	84.42
JAMES CULLEN	75269	10/15/2024	MEALS	003,8110.0300.0000	170.00
CHRISTOPHER CARNEY	75234	10/15/2024	MEALS	003.8110.0300.0000	40.00
CHRISTOPHER CARNEY	75234	10/15/2024	MEALS	003.8110.0418.0000	170.00
KEMIRA WATER SOLUTIONS, I	75287	10/15/2024	LIQUID IRON SALTS	003.8110.0329.0000	5,838.64
KEMIRA WATER SOLUTIONS, I		10/15/2024	LIQUID IRON SALTS	003.8110.0329.0000	5,883.64
GRAINGER INC	75256	10/15/2024	HVAC FILTERS	003.81.10,0200,0000	66.72
GRAYBAR ELECTRIC SUPPLIES	75257	10/15/2024	replacement explosion proof l	003.8110.0200.0000	4,350.00
KIME HARDWARE	75289	10/15/2024	SUPPLIES	003.8110.0300.0000	48.77
вме	75224	10/15/2024	COPIER LEASES	003-8110.0445.0000	3.50
EXCELLUS BLUECROSS BLUESH.	.75252	10/15/2024	OCTOBER 2024	003.9060.0805.0000	16,771.88
HUMANA INS CO OF NY	75263	10/15/2024	OCTOBER 2024	003,9060,0805,0000	1,376.65
				Fund 003 - SEWER Total:	55,605.35
Fund: 005 - CAPITAL					•
BARTON & LOGUIDICE, DPC	4927	10/15/2024	MOVE DO04926 TO 2024	005 9300 0401 0033	2 220 00
BARTON & LOGUIDICE, DPC	4927	10/15/2024 10/15/2024	MOVE PO04826 TO 2024 Higinbotham Brook Culvert R	005-8300.0401.0022	2,220.00
BARTON & LOGUIDICE, DPC	4927		9	005.8310.0404.0022	2,465.80
PATRICIA ELECTRIC INC	4928	10/15/2024 10/15/2024	MOVE PO04826 TO 2024		1,612.00
SUIT-KOTE CORP	4929	10/15/2024	PATRICIA ELECTRIC INC. CHPS PAVING PROGRAM 2024	005.8300.0401.0022	92,625.00
SOFT ROTE CORF	7,12,1	10/13/2024	CHPS PAVING PROGRAM 2024	Fund 005 - CAPITAL Total:	5,300.00
				=	104,222.80
				Grand Total:	673,985.06

Report Summary

Fund Summary

Fund		Payment Amount
001 - GENERAL FUND		462,194.95
002 - WATER		51,961.96
003 - SEWER		55,605.35
005 - CAPITAL		104,222.80
	Grand Total:	673,985.06

	Account Summary	
Account Number	Account Name	Payment Amount
001.0001.0632.0000	DUE TO LIBRARY	738.02
001.0001.0661.0010	Due to School 2023-2024	63,770.52
001.0001.0661.0011	Due to School 2023-2024	666.49
001.0001.0663.0000	DUE TO COUNTY-TAX LE	49,674.95
001.0017.2031,0000	REC CENTER REVENUE	110.00
001.1315.0403.0000	CITY AUDIT/Contracts	12,600.00
001.1420.0419.0000	MISC ATTORNEY	50.00
001.1620.0300.0000	MAT SUPPLIES	1,100.79
001.1620.0401.0000	ELECTRIC AND GAS	17,870.06
001.1620,0403,0001	CONTRACTS MB/FD	4,419.14
001.1620.0404.0000	POSTAGE	678.61
001,1620.0406.0000	COPIER CONTRACTS	869.60
001.1640.0401.0000	CENTRAL GASOLINE	6,252.71
001.1640.0402.0000	CENTRAL DIESEL	688.15
001.1640.0403.0001	CENTRAL VEHICLE -POLI	714,98
001.1640.0403.0003	EZ Pass	0.35
001.1660.0300.0000	Central Office Supplies	1,261.33
001.1680.0403.0000	CONTRACTS	5,673.52
001.1989.0400.0000	PRINTING	311.51
001.3120.0204.0000	Equipment Maint Parts	1,092.34
001.3120.0300.0000	MAT SUPPLIES	1,935.40
001.3120.0317.0000	CLOTHING	92.18
001.3120.0403.0000	CONTRACTS	10.00
001.3120.0416.0000	TRAVEL-MEALS	1,403.55
001.3120.0420.0000	Crime Prevention	2,574.56
001.3310.0200.0000	EQUIPMENT	3,658.88
001.3310.0300.0000	MAT SUPPLIES	5.68
001.3410.0300.0000	MEDICAL SUPPLIES	177.96
001.3410.0317.0000	CLOTHING	695.29
001.3410.0400.0000	SCBA	125.00
001.3410.0403.0000	CONTRACTS	1,420.00
001.3410.0405.0000	BUILDING MAINTENANC	94.72
001.3410.0407.0000	CHIEF'S EXPENSE	277.71
001.3410.0409.0000	EQUIPMENT REPAIR &	2,295.82
001.3410.0413,0000	TRAINING	69.49
001.3410.0438.0000	FIRE MARSHALL ACCOU	81.30
001.5110.0300,0000	MAT SUPPLIES	618.22
001.5110.0314.0000	ROAD MATERIALS	712.50
001.5110.0403.0000	CONTRACTS	439.70
001.5132.0300.0000	DPW MAINTENANCE- RE	400.38
001.5132.0303.0000	GENERAL MATERIALS	657.96
001.5132.0403.0000	CONTRACTS	712.52
001.5142.0315.0000	SALT AND SAND	14,226.01
001.7140.0300.0000	MAT SUPPLIES	299.90
001.7140.0403.0000	CONTRACTS	600.00
001.7140.0403.2018	YOUTH FLAG FOOTBALL	240.00
001.7140.0403.2032	CONTRACTS, CONCERTS/	445,11
001.7140.0409.0000	EQUIP REPAIR & MAINT.	202.65
001.8664.0413.0000	TRAINING	30.00

Account Summary

	Account Summary	
Account Number	Account Name	Payment Amount
001.9060.0805.0000	HEALTH INSURANCE	259,149.39
002.0002.0481.0000	PREPAIDS, INSURANCE,	2,033.64
002.8300.0300.0000	MAT SUPPLIES	1,619.86
002.8300.0302.0000	EQUIPMENT MAINTENA	1,352.94
002.8300.0310.0000	LIQUID ALUM	6,351.35
002.8300.0319.0000	GENERAL MAINTENANCE	2,971.58
002.8300.0401.0000	UTILITIES	42.44
002.8300.0403.0000	CONTRACTS	1,449.00
002.8300.0415.0000	LAB TESTING	180.00
002.8300.0431.0000	TAXES	2,033.64
002.8300.0444.0000	OFFICE TECHNOLOGY EX	1,114.10
002.9060.0805.0000	HEALTH INSURANCE	32,813.41
003.8110.0200.0000	EQUIPMENT	6,058.14
003.8110.0300.0000	MAT SUPPLIES	1,403.12
003.8110.0313.0000	WATER	6,184.69
003.8110.0329.0000	LIQUID IRON SALTS	11,722.28
003.8110.0400.0000	CONTRACTUAL SERVICES	307.41
003.8110.0400.0001	OTHER EXPENSE-PROFES,	1,600.00
003.8110.0401.0000	UTILITIES	1,990.98
003.8110.0405.0000	BUILDING MAINTENANC	34.36
003.8110.0411.0000	VEHICLE MAINTENANCE	9.60
003.8110.0412.0000	MADISON COUNTY LAN	2,290.04
003.8110.0415.0000	LAB TESTING	4,026.00
003.8110.0418.0000	MEALS	300.00
003.8110.0444.0000	OFFICE TECHNOLOGY EX	549.00
003.8110.0445.0000	TECHNOLOGY/INTERNET	143.50
003.8110.0446.0000	RECLAIM WATER PS	523.00
003.9060.0805.0000	HEALTH INSURANCE	18,463.23
005.5110.0402.0024	2024 CHIPS Paving Progr	5,300.00
005.5110.0404.0022	2022 Higinbotham Brook	2,465.80
005:8300.0401.0022	2022 Lake Street Pump S	96,457.00
	Grand Total:	673,985.06

Project Account Summary

Project Account Key		Payment Amount
None		673,985.06
	Grand Total:	673,985.06

1. MONTHLY REPORTS

RESOLUTION 24-

Moved by Councilor Seconded by Councilor

RESOLVED, that Monthly Reports from the City Clerk, City Engineer, Codes Department, Fire Department, Parks and Recreation Department, Planning Department and Police Department are hereby received and placed on file.

Ayes:

Nays:

2. A LOCAL LAW AMENDING CHAPTER 116 OF THE ONEIDA CITY CODE REGARDING PEDDLING AND SOLICITATION

RESOLUTION 24-

Moved by Councilor Seconded by Councilor

WHEREAS, by Resolution 24-216, the City of Oneida Common Council introduced a proposed Local Law amending Chapter 116 of the Oneida City Code so as to revise the regulations pertaining to mobile food vendors; and

WHEREAS, the Common Council completed its environmental review of the proposed action in accordance with New York State Environmental Quality Review Act (SEQRA) on September 17, 2024, having classified the action to be a Type II; and

WHEREAS, a public hearing on the proposed local law was held on October 1, 2024; and

WHEREAS, in response to public comment and concerns expressed during the public hearing, the regulations pertaining to mobile food vendors has been revised and the Common Council does desire to introduce a revised local law amending Chapter 116.

NOW, THEREFORE, it is

RESOLVED AND DETERMINED, that the Common Council shall conduct a public hearing as to the enactment of the proposed Local Law, as revised, at the Oneida City Hall located at 109 North Main Street, Oneida, New York on November 6, 2024, at 6:30 p.m., or as soon thereafter as the matter can be heard, at which time all persons interested in the subject shall be heard; and it is further

RESOLVED, that notice of said public hearing shall be provided at least five (5) days prior to the date of said public hearing in a newspaper of general circulation within the City of Oneida.

Ayes:

Nays:

MOTION CARRIED/FAILED

A LOCAL LAW AMENDING CHAPTER 116 THE CODE OF THE CITY OF ONEIDA REGARDING PEDDLING AND SOLICITATION

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

Section 1. AUTHORITY.

This local law is enacted pursuant to New York State Constitution and New York Municipal Home Rule Law § 10.

Section 2.

So that Section 116-1, titled "Definitions," is hereby amended to add or amend the following terms, which shall read in their entirety as follows:

"PUBLIC PLACE - All publicly owned property between the property lines on a street as such property lines are shown on City records which shall include, but not be limited to, a park, plaza, street, roadway, highway, shoulder, tree space, sidewalk, parking space or parking lot, between such property lines, as well as publicly owned lands.

PRIVATE PLACE – All privately owned or leased property where use of the property for commercial purposes, including mobile food vending, is restricted to persons who have the written permission of the owner or lessee of the property."

Section 3.

So that Subsection A of Section 116-5, titled "Issuance and fees," is hereby amended to read in its entirety as follows:

"A. Upon the filing of a complete application and payment of the applicable application fees, as determined from time to time by resolution of the Common Council, and upon receipt of an approved local background check from the City Police Department and an approved Operational Permit from the Fire Department, the City Clerk shall, upon the approval of such application, issue to the applicant a license."

Section 4.

So that Section 116-7, titled "Additional regulations for mobile food vendor licenses," is hereby amended to read in its entirety as follows:

"All of the provisions of Article I of this chapter shall apply to all mobile food vendors conducting business within the City, whether on a daily (one-time) or annual basis, in any Public Place. The following additional requirements shall also apply to mobile food vendors:

- A. All mobile food vendors must obtain a daily (one-time) or annual mobile food vendor's license for each vehicle, pushcart, or stand. Such licenses shall be issued by the City Clerk in accordance with the provisions of this article and chapter.
- B. In the case of Private Places, permits are required per the provisions of this local law, but the City shall not have authority over the approval of the location of the mobile food vendor.
- C. Locations available to licensed mobile food vendors, whether a daily or annual license, shall be specifically designated and approved from time to time by resolution of the Common Council following review and recommendation by the Chief of Police, the Director of Parks and Recreation and the City Engineer with respect to potential risk to public safety. In no event shall any such authorized location be less than 20 feet from a street intersection. The list containing the approved locations shall be provided to vendors upon approval of the annual or daily license. Vendors are free to choose the location to conduct business from but must adhere to the approved list when selecting a Public Place location.
- D. Annual licenses shall be renewable annually and shall be valid from January 1 to December 31 of each calendar year. The City Clerk shall publish a notice in the City's official newspaper between November 1 and November 15 of the preceding calendar year stating that, for annual mobile food vendor licenses, applications shall be submitted to the City Clerk by the

- following 10th day of December and shall be acted upon by the City Clerk in accordance with these regulations within three business days thereafter.
- E. All mobile food vendors shall agree to defend and indemnify the City of Oneida from all claims, losses and liabilities the City may incur as a consequence of the operations of the mobile food vendor. In addition, each mobile food vendor must submit to the City Clerk proof of the following required insurance coverage: general liability insurance with personal injury coverage limits per occurrence of not less than \$1,000,000 naming the City of Oneida as additional insured, as well as worker's compensation and disability insurance as statutorily required under New York State Law."
- F. Prior to commencement of business activities under a mobile vendor's license, the applicant shall provide to the City Clerk proof of the issuance of a valid permit from the Madison County Health Department for such business operations and a valid New York State sales tax certificate.
- G. Upon the approval of a mobile food vendor's license, the City shall provide the licensee with a license document signifying his or her status as a licensed mobile food vendor. It shall be unlawful for a mobile food vendor to not conspicuously display the license on his or her vehicle, pushcart or stand during business operations. Preservation of the integrity of the license document from the elements while displayed shall be the responsibility of the vendor.
- H. Food vendors shall provide suitable disposal receptacles for use by patrons and shall be responsible for all cleanup and removal of all debris and trash resulting from the operation of their individual sites.
- No food vendor shall place his vehicle, pushcart or stand on lawn areas of parks or other public
 places, or otherwise operate his or her business in such manner as to cause damage to any
 such green areas.
- J. Food vendors shall be responsible for the repair of any damage whatsoever to any public grounds or other public property caused by, or in association with, their business. The City shall have the right, at any time and without prior notice to the license holder, to repair any such damage and invoice the license holder for all such costs. Failure to pay any such invoice within 10 days shall be grounds for immediate revocation of the mobile food vendor's license.
- K. No alcoholic beverage may be sold or offered for sale by a mobile food vendor.
- L. Hours of operation shall be limited to 8 a.m. until 11 p.m.
- M. All mobile food vendor licenses shall be subject to the condition that all licensees agree to comply with the direction of any police officer, or any City employee or representative acting within the scope of his or her employment, directing the licensee to temporarily suspend or alter operations, or temporarily relocate to another location for such period of time as may be determined by the City in order to accommodate a parade, funeral or other activity of a

community nature. Failure to obey any such directive shall be grounds for the immediate revocation of the license."

Section 5. VALIDITY & SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, 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 6. EFFECTIVE DATE

This local law shall be effective upon filing with the office of the Secretary of State.

3. AGREEMENT-BOCES (HARMON FIELD PAVILION)

RESOLUTION 24-

Moved by Councilor Seconded by Councilor

RESOLVED, to authorize the Acting City Manager to sign an agreement with BOCES to put a roof on the Harmon Field Pavilion.

Ayes:

Nays:

AFFILIATION AGREEMENT

This AGREEMENT effective this 1st day of October, 2024 by and between the **Madison-Oneida Board of Cooperative Educational Services**, a sole supervising district created and existing under the laws of the State of New York, with an office at 4937 Spring Road, P.O. Box 168, Verona, New York 13478, hereinafter referred to as "MOBOCES," and the **City of Oneida**, a municipal corporation with its principal offices located at 109 North Main Street, Oneida, New York 13421, also referred to as "the City." MOBOCES and the City are collectively referred to as the "Parties."

In the course of the performance of its educational services, MOBOCES has planned an educational program ("the Project") with the City to furnish instruction and field experience to those participating students ("the Students") in certain course(s) and programs, including those designed to prepare students for careers in a variety of technological, or vocational fields, including but not limited to the construction trade fields, including the Career & Technical Education ("CTE") programs in heavy equipment operation, construction, and Electrical/HVAC; and

The Parties desire to define their roles and responsibilities in the furnishing of such instruction or experience; and

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. The Project

- A. The Project is a hands-on educational program including the rehabilitation of a city park pavilion at Harmon Field on North Willow Street in Oneida ("the Site").
- B. Drawings and/or plans ("Plans") will be developed for use in construction by the City of Oneida with the assistance of MOBOCES. The Plans may only be modified after reduced to writing and approved by both Parties. MOBOCES students under the direction of MOBOCES' staff shall complete the Project in accordance with the Plans. All work will be performed in accordance with the applicable New York State building and electrical codes. MOBOCES' students. All scheduling shall be subject to the City's approval. The Parties will cooperate to coordinate their activities at the Site to assure maximum safety of all persons.

2. Responsibilities of MOBOCES

A. Plan, administer, supervise, and execute all aspects of the Project, including identifying appropriate learning experiences, and exercising full control over student learning. MOBOCES will consult with the City in executing the Program.

- B. Screen its Students for training, background, and experience. Recommend placement in the Project only those Students who meet the requirements for participation established by the Parties.
- C. Provide qualified instructors for the Program and supervise all Students in accordance with pertinent laws and regulations.
- D. Provide any orientation reasonably necessary to acquaint the City and its employees with the purpose and proposed conduct of the education program.
- E. Maintain all necessary program records.
- F. Provide the City information for all assigned faculty and Students, including identification information, grade, educational status, and any other information reasonably necessary for the Project.
- G. Advise Students and instructors participating in the Project of their responsibility to comply with the applicable rules and regulations of the State of New York and the City of Oneida, including instructing Students in the necessity for maintaining confidentiality of records and other confidential or private information disclosed or learned in the course of the Project.
- H. Prior to assignment at the Site, document appropriate training of Students regarding applicable OSHA requirements, safety rules, and construction practices applicable to the Project.
- I. Assign Students to particular tasks at the Site subject to the terms of this Agreement.
- J. Provide proof of sufficient and appropriate insurance coverages as specified in this Agreement, or determined necessary by MOBOCES for general liability, personal injury and property damage liabilities in connection with all activities under this agreement by MOBOCES students, instructors, and other MOBOCES personnel, naming the City of Oneida as an additional insured.

3. Responsibilities of the City of Oneida

- A. Provide appropriate access and use of the Site and facilities by instructors and Students enrolled in MOBOCES or otherwise provided by MOBOCES, for the performance of the Project.
- B. Provide MOBOCES with a designated contact for the Project. MOBOCES instructors shall have direct contact with said person to coordinate services under this Agreement.
- C. Obtain approval of all required drawings and plans for the project.

- D. Provide all supplies, materials, fasteners, fixtures, electrical power, heavy equipment, safety equipment, and fuel necessary for completion of the Project.
- E. Provide adequate space at the Site for storage of materials, fixtures, tools, equipment, and similar purposes in connection with the execution of the Project, with the understanding that the City is not responsible for the security of any items owned and stored by MOBOCES at the Site.
- F. In case of emergency, or when required during the field work experience, the City may
 - i. temporarily relieve or remove a Student from a specific assignment
 - ii. see that emergency care is provided to students and instructors. Such emergency care and any care that requires medical attention or hospitalization is the financial responsibility of the student or instructor to whom care is provided. The City will notify MOBOCES of the necessity for such emergency care.

4. Term

- A. This Agreement shall commence on October 1, 2024 and end on June 30, 2025.
- B. The Agreement may be terminated unilaterally by either Party upon ninety (90) days advance written notice to the other. However, in no event shall this Agreement be terminated sooner than the completion of the then-current instructional program. Students enrolled in or scheduled for the education experience at the Site will have the opportunity to complete their educational experience at the Site.
- C. Force Majeure. If either Party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, governmental restrictions, fire or other casualty, emergency, closure of the facility or department, etc., or any other cause beyond the reasonable control of the Party, such non-performing Party shall be excused and shall not be in breach of this Agreement for the period of any such prevention, delay or stoppage. Notwithstanding this provision, either Party may terminate this Agreement immediately upon written notice if such events continue for 30 days.

5. Confidentiality of Records and Information

- A. The Parties agree that any information generated as a result of the activities set forth in this Agreement, including information regarding patients or the business activities of the City and any information regarding any student or program of MOBOCES will remain confidential.
- B. MOBOCES is an "educational agency or BOCES" subject to the requirements of the Family Education Rights and Privacy Act (FERPA, 20 U.S.C. 1232g). The

Parties agree that MOBOCES has direct control over student records for the purposes of FERPA. As the City is not an "educational agency or BOCES" nor does it receive any funds from the United States Secretary of Education, MOBOCES is the party primarily responsible for FERPA compliance. The Parties further agree and acknowledge that the City will need to have access to student records for legitimate educational interests, and further that the City may create and/or maintain records (e.g., records relating to the students' instruction) which may become part of the student education record. As part of its responsibilities under FERPA, MOBOCES is responsible for keeping any required documentation relating to the City's access to student records and MOBOCES' disclosure of personally identifiable information from the student education records to the City or to other third parties without the eligible student's written consent.

- C. MOBOCES has adopted a FERPA policy and issues an annual notification to eligible students, which among other matters informs them that they have the rights to:
 - i. Inspect and review their student education records.
 - ii. Seek amendment of the student education records that the eligible student believes to be inaccurate, misleading or otherwise a violation of the student's privacy rights.
 - iii. Consent in writing to disclosures of personally identifiable information contained in the student's education record, except to the extent FERPA authorizes disclosure without such written consent.
- D. Pursuant to MOBOCES's FERPA policy, the City is designated as a school official for the purposes of FERPA as a service provider performing under contract with MOBOCES. MOBOCES agrees that the City officials overseeing the participation of students have a legitimate educational interest in having access to students' education records; that the City officials and employees are performing services or functions for which MOBOCES would otherwise use employees; that for the purposes of FERPA, the City officials are under the direct control of MOBOCES with respect to the use and maintenance of student records; and that the City is subject to FERPA requirements with respect to redisclosure of personally identifiable information, specifically the requirement in 34 CFR 99.33 that the City will not disclose personally identifiable information from a student record without the prior written consent of the eligible student, unless the disclosure meets one of the exceptions recognized by FERPA.
- E. The City acknowledges that student records are confidential under state and federal law, including but not limited to New York State Education Law 2-d and FERPA. The City shall keep all MOBOCES student information and data obtained during the program confidential and comply with all MOBOCES policies and regulations and all local, state and federal laws related to student information and data.

- F. The City shall not provide or disclose Personally Identifiable Information (PII) of students in BOCES educational programs unless such information is de-identified or anonymized in accordance with applicable state and federal law.
- G. Based on the unique circumstances of this Agreement, the Parties do not believe the City will receive any Personally Identifiable Information of students in MOBOCES educational programs. However, should circumstances change during the lifetime of the Agreement, the Parties agree to negotiate and execute the MOBOCES' Protection of Student Personally Identifiable Information Addendum, as required by New York State Education Law 2-d. If the City does not provide the required data security and privacy plan information along with the signed Addendum within sixty (60) days, MOBOCES may terminate this Agreement immediately, for cause.
- 6. Liability Insurance, Claims, and Mutual Indemnification
 - A. <u>Insurance</u>. Each Party shall obtain and maintain general liability insurance with minimum limits of one million dollars (\$1,000,000.00) each person/three million dollars (\$3,000,000.00) each occurrence, combined bodily injury and property damage covering the insured and the activities of its faculty, employees, officers, students (where applicable), and agents. Said insurance shall be occurrence-based liability insurance (or the equivalent combination of claims made-based insurance with appropriate "tail" coverage). Each Party shall provide the other annually with suitable insurance certificates to indicate such coverage and also include a thirty-day (30) notice to the other of an event of cancellation, non-renewal or material change with respect to each policy.
 - i. All insurance shall be provided by insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-" VII or better by the most recent edition of A.M. Best Key Rating Guide.
 - ii. A standard Λ cordTM (or equivalent) certificate of insurance shall be provided and:
 - 1. Evidence all coverages required by this agreement or law;
 - 2. Provide that the coverages shall not be cancelled unless thirty (30) days prior written notice has been given to the other Party; and
 - 3. Disclose the amount of any self-insured retentions or deductibles.

B. Indemnification.

- i. City of Oneida. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the City of Oneida shall hold harmless MOBOCES from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to damages caused by the negligence or willful misconduct of the City or its officers, agents, or employees when acting within the course and scope of their employment.
- ii. MOBOCES. MOBOCES shall indemnify, defend and hold harmless the City of Oneida, including, but not limited to, its officers, employees, directors and agents (collectively, the "Indemnified Party"), from and against all liability, claims, losses, damages and expenses, including reasonable legal fees and expenses, arising solely from its acts and omissions in the performance of its duties and obligations under this Agreement.
- C. Notification of Claim(s). Each Party shall notify the other within ten (10) days receipt of any claim, threatened or made, or suit instituted against it, based in any manner on services rendered or performed under this Agreement, and/or which could result in a claim for indemnification, defense, and/or contribution, pursuant to the terms of this Agreement. This section shall survive the termination of this Agreement.

7. General Terms

- A. Equal Opportunity and Compliance with Law. The Parties agree that the activities set forth in this Agreement will be administered in accordance with all federal and state laws, including those regarding workplace health and safety, and those regarding equal opportunity. The Parties will administer all activities under this Agreement without regard to race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, national or ethnic origin, age, marital or veteran status, disability, or any other protected class under state or federal law.
- B. <u>Removal.</u> Students not complying with MOBOCES' academic requirements or the requirements and policies of the City of Oneida may be removed from the Project upon mutual agreement of the Parties' designated representatives.
- C. <u>Status of Students and Instructors</u>. The Parties understand and agree that Students are enrolled in an education program offered by MOBOCES. Neither Students nor instructors shall be considered agents or employees of the City during the Project while participating in the instructional program. Students remain students of BOCES at all times. Nothing in this Agreement is intended or shall be deemed or construed to create any relationship between the Parties other than that of educational affiliation.

- D. <u>No-Compensation</u>. MOBOCES students or instructors are not entitled to receive or expect any compensation from the City in connection with the educational program. The City does not expect any compensation from MOBOCES.
- E. <u>Interpretation</u>. The Parties recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interests of both Parties. The Parties, therefore, enter into this Agreement with the intention of loyally cooperating in carrying out its terms. Each Party agrees to interpret its provisions, insofar as it may legally do so, in such a manner as will best promote the interest of both and render the highest service to the public.
- F. Modification. Upon the execution and delivery, this instrument shall constitute the entire agreement between the Parties. Any changes to this Agreement shall be made by mutual consent of both Parties, in writing, and attached to this Agreement as an addendum. This Agreement shall remain enforceable throughout any negotiation process necessitated by a desire on the part of either Party to change the Agreement.
- G. Governing Law, Venue, and Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws provisions. Venue shall be proper only in a court of competent jurisdiction in Oneida County, New York. The provisions of this Agreement will be deemed severable and if any part of any provision is determined to be unenforceable, the provision may be changed to the extent reasonably necessary to make the provision, as so changed, enforceable. In the event that any provision contained herein is held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
- H. Dispute Resolution. In the event of any dispute between the Parties concerning the terms, implementation or enforcement of this agreement, the Parties shall first use their best efforts to resolve the matter by negotiation between them. Any dispute which cannot be resolved by the good faith negotiations of the Parties, with or without voluntary mediation or other dispute resolution assistance, may be resolved by legal action commenced only in a court of competent jurisdiction located in Oneida County, New York. There shall be no right to binding arbitration. The prevailing party in any action to enforce any of the provisions of this agreement shall be entitled to reimbursement of all costs, disbursements and reasonable attorney fees incurred in said enforcement efforts.
- Successors and Assigns. The covenants and agreements contained herein shall bind and inure to the benefit of MOBOCES, its successors, and assigns, and the City, its successors, and assigns.

- J. <u>Waiver</u>. Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the Party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.
- K. <u>Counterparts</u>. This Agreement may be executed in counterparts and transmitted electronically by and to the Parties. Each such counterpart shall be deemed an original; all of them together shall constitute a single instrument.
- L. <u>Headings</u>. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.
- M. <u>Notices</u>. Whenever, under the terms of this Agreement, notice is required or permitted to be given by any Party or to any other Party, such notice shall be deemed to have been sufficiently given if written, deposited in the United States mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Party to whom it is to be given at the address hereinafter set forth. Either Party may change its respective address by written notice in accordance with this paragraph.

To City:

City of Oneida

Attn: Lucas Griff

Director of Parks and Recreation

109 North Main Street Oneida, New York 13421

To MOBOCES:

Madison-Oneida BOCES

Attn: James Weaver

Director of Secondary Programs

4937 Spring Rd. P.O. Box 168

Verona, New York 13478-0168

With a copy:

Madison-Oneida BOCES

Attn: Labor Relations and Policy Office

4937 Spring Rd. P.O. Box 168

Verona, New York 13478-0168

- N. <u>Assignment</u>. 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.
- O. <u>Entire Agreement</u>. This Agreement, including all Addenda or Exhibits referenced herein, constitutes the entire agreement between the Parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent negotiations,

agreements and understandings between the Parties, whether oral or in writing, concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of each of the Parties hereto.

By:	a-marilla mark policy and the second second second		
	Name:	Date	
	Title:		
MAD	DISON-ONEIDA BOCES:		
Ву:			
	James Weaver	Date	
	Director of Secondary Programs		

ACKNOWLEDGEMENTS	
STATE OF NEW YORK)	
COUNTY OF ONEIDA) ss:	
instrument and acknowledged to me that the	
Notary Public STATE OF NEW YORK) COUNTY OF ONEIDA) ss:	
On the day of personally appeared James Weaver , personal satisfactory evidence to be the individual whacknowledged to me that they executed the s	, 202, before me, the undersigned, ally known to me or proved to me on the basis of ose name is subscribed to the within instrument and ame in their official capacity, and that by their ntity or person upon behalf of which the individual
Notary Public	

4. BUDGET TRANSFERS/AMENDMENTS

RESOLUTION 24-

Moved by Councilor Seconded by Councilor

RESOLVED, to approve the budget transfers and amendments as outlined by the Comptroller, or a third party duly retained by the City of Oneida to perform such services.

		<u>To</u>	<u>From</u>
2024	Budget Adjustment	5	
\$	47,412.50	003.8110.0200.0000 Sewer Equipment	003.0023.2772.0000 Reclaimed Water Pump Station
To re	e-allocate funds to r	eimburse the equipment line for a pu	mp that was charged & paid for by a Sewer customer
\$	15,075.00	001.8020.0403.0000 Planning Contracts	001.8020.0101.0000 Planning Salaries
To re	e-allocate funds to a	over expenses of outsourced plannin	g services
\$	26,000.00	001.1430.0101.0000 Civil Service Salary	001.1315.0403.0000 Finance Contracts
To re	e-allocate funds to c	over the expenses of the outsourced	civil service and finance services
\$	1,000.00	030.7140.0405.0000 ARPA Harmon Pavilion Roof Repair	030.7140.0205.0000 ARPA- Ferris Mower Purchase
\$	830.46	030.7140.0406.0000 APRA- Oneida Rail Trail Improveme	030.7140.0205.0000 e ARPA-Ferris Mower Purchase
To re	e-allocate funds to c	over Rec Costs for Harmon Roof & Ro	iil Trail Improvements
\$	3,500.00	001.3410.0438.0000 Fire Marshall Account	001.0001.0912.0000 General Fund Balance
То а	llocate funds to cov	er the expenses of a Phase 1 engineer	r survey of 136/138 Madison St.
\$	8,131.35	001.1640.0403.0001 Central Garage-Police Repair	001.0022.2680.0000 Insurance Recovery
To re	e-allocate insurance	proceeds received to cover the exper	nse of the repair to police vehicle
\$	6,000.00	002.8300.0415.0000 Lab Testing	002.0002.0912.0000 Water Fund Balance

To allocate additional funds for lab testing costs for the remainder of 2024

A	es:	
N	iys:	
N	OTION CARRIED/FAILE	n

5. GRANT AWARDS-NYS GOVERNOR'S TRAFFIC SAFETY COMMITTEE

RESOLUTION 24-

Moved by Councilor Seconded by Councilor

RESOLVED, to authorize the Acting City Manager to sign two grant award contracts from the New York State Governor's Traffic Safety Committee: Highway Safety Program (HS-1) and Police Traffic Services (PTS) for Fiscal 2025.

Ayes:

Nays:

NEW BUSINESS:
Motion to adjourn by Councilor
Seconded by Councilor
Ayes:
Nays: MOTION CARRIED/FAILED
The regular meeting is hereby adjourned at p.m.
CITY OF ONEIDA

Sandra LaPera, City Clerk