



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

AGENDA

Date:	November 19, 2024	Presiding:	Rick Rossi, Mayor
Time:	6:30 p.m.	Clerk:	Sandy LaPera, City Clerk
Location:	Common Council Chambers	Meeting Type:	Regular <input checked="" type="checkbox"/> Special <input type="checkbox"/>

Call to Order/Pledge of Allegiance/Roll Call

PUBLIC HEARING: 2025 Mayor's Budget

PUBLIC HEARING: Miscellaneous Utility Billing-unpaid service charges, water rents, and sewer taxes and to authorize the charges in the 2024 assessment roll to be re-levied onto the 2025 tax roll

PUBLIC HEARING: A Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law §3-C

PUBLIC COMMENT: Limited to 3 minutes

OLD BUSINESS:

REPORTS:

- **MAYOR'S REPORT**
- **CITY MANAGER'S REPORT**
- **SUPERVISOR'S REPORT**

Approval of the Minutes: November 6, 2024
November 7, 2024 (Budget Meeting-DPW/Sewer)
November 12, 2024 (Budget Meeting-Fire/Police)

Approval of Warrant: 23

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 and Police Department	CITY CLERK

Item	Title	Facilitator
2.	ADOPT LOCAL LAW: adopt a Local Law amending Chapter 116 of the Code of the City of Oneida regarding Peddling and Solicitation (Roll Call Vote)	CITY MANAGER
3.	ADOPT LOCAL LAW: adopt a Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law §3-C (Roll Call Vote)	CITY MANAGER
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.	RELEASE/DISCHARGE, OR COMMUTE CITY/COUNTY TAXES: approve the release, discharge, or commute of City/County taxes for real property located in the City of Oneida for years 2015-2016, in the amount of \$166,286.64, which includes taxes owed and interest incurred	HOOD
6.	AGREEMENT: authorize the City Manager to sign agreements with Excellus for Health and Dental Insurance renewals for the year 2025	WELLS
7.	ADVERTISE FOR BIDS: authorize the Purchasing Agent, or a third party duly retained by the City of Oneida to perform such services, to advertise for bids for Tree Removal and Trimming Services	ROWE
8.	AGREEMENT: authorize the City Manager to sign an agreement with Humana Group Medicare Advantage for the 2025 plan renewal	WELLS
9.	ADVERTISE FOR BIDS: authorize the Purchasing Agent, or a third party duly retained by the City of Oneida to perform such services, to advertise for bids for Liquid Chlorine & Sodium Hypochlorite and Liquid Zinc Orthophosphate & Liquid Polyphosphate for the Water Department	MONAGHAN
10.	APPROVE CONTRACT EXTENSION: approve a 6-month (January to June) contract extension for 2025 Liquid Caustic Soda to Surpass Chemical Company Inc.	MONAGHAN
11.	APPROVE CONTRACT EXTENSION: approve a one-year contract extension (2025) for Liquid Aluminum Sulfate to Holland Company Inc.	MONAGHAN
12.	INTRODUCE LOCAL LAW: introduce a Local Law imposing a three (3) month moratorium on wind energy conversion system (WECS) uses within the City of Oneida and schedule a public hearing for Tuesday, December 3, 2024, Common Council Chambers, 109 N. Main St. Oneida	MAYOR
13.	AGREEMENT: authorize the Police Chief to sign an agreement with the Oneida City School District to provide for the assignment of crossing guards employed by the City to serve as crossing guards at certain intersections within the School District	LOWELL
14.	AGREEMENTS: authorize the City Manager to sign the 2025-2029 Hydrant Agreements with Oneida Healthcare, NYS Troop D Headquarters, and Oneida Towers	MONAGHAN

Item	Title	Facilitator
15.	WATER BOARD RECOMMENDATION: approve a refund of \$300 for Account No. 20-077001-00 (St. Paul's United Methodist Church), 551 Sayles Street, due to a water meter not being installed in time for the garden that gives back to the community per the Water Board Recommendation	MONAGHAN
16.	BOARD RECOMMENDATION: approve the Mayor's recommendation of David Scholl to the Planning Commission/ZBA to a 7-year term	MAYOR
17.	AGREEMENT: authorize the City Manager to sign the 2025-2034 Hydrant Agreement with Oneida Castle	MONAGHAN

NEW BUSINESS

BUDGET WORK SESSION (FINAL)

MINUTES OF THE COMMON COUNCIL
REGULAR MEETING
NOVEMBER 19, 2024

A meeting of the Common Council of the City of Oneida, NY was held on the nineteenth day of November 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.

<u>Attendees</u>	<u>Present</u>	<u>Absent</u>	<u>Arrived Late</u>
Mayor Rossi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Kyle Lovell, CM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Szczerba	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Laureti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Hitchings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Winchell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Pagano	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Simchik	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____

Supervisors

Matt Roberts	<input type="checkbox"/>	<input type="checkbox"/>
Mary Cavanagh	<input type="checkbox"/>	<input type="checkbox"/>
Brandee Henderson	<input type="checkbox"/>	<input type="checkbox"/>
Michelle Kinville	<input type="checkbox"/>	<input type="checkbox"/>

Also Present

City Attorney Nadine Bell	<input type="checkbox"/>	Public Safety Comm. Dave Jones	<input type="checkbox"/>
City Clerk Sandy LaPera	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>
Fire Chief Scott Jones	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>
Police Chief Steve Lowell	<input type="checkbox"/>		

Call to Order/Pledge of Allegiance/Roll Call

PUBLIC HEARING: 2025 Mayor's Budget

**OPEN PUBLIC HEARING
2025 MAYOR'S BUDGET**

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing for the 2025 Mayor's Budget be hereby opened at ____p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPEARANCES

**CLOSE PUBLIC HEARING
2025 MAYOR'S BUDGET**

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing for the 2025 Mayor's Budget be hereby closed at ____p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

PUBLIC HEARING: Miscellaneous Utility Billing-unpaid service charges, water rents, and sewer taxes and to authorize the charges in the 2024 assessment roll to be re-levied onto the 2025 tax roll

**OPEN PUBLIC HEARING
MISCELLANEOUS UTILITY BILLING**

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing for Miscellaneous Utility Billing-unpaid service charges, water rents, and sewer taxes and to authorize the charges in the 2024 assessment roll to be re-levied onto the 2025 tax roll be hereby opened at ____p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPEARANCES

**CLOSE PUBLIC HEARING
MISCELLANEOUS UTILITY BILLING**

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing for Miscellaneous Utility Billing-unpaid service charges, water rents, and sewer taxes and to authorize the charges in the 2024 assessment roll to be re-levied onto the 2025 tax roll be hereby closed at ____p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

PUBLIC HEARING: A Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law §3-C

**OPEN PUBLIC HEARING
A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS
OF THE LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW §3-C**

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing for a Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law §3-C be hereby opened at ____p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPEARANCES

**CLOSE PUBLIC HEARING
A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS
OF THE LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW §3-C**

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing for a Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law §3-C be hereby closed at ____p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

PUBLIC COMMENT:

OLD BUSINESS:

REPORTS:

- Mayor's Report
- City Manager's Report
- Supervisor's Report

APPROVAL OF MINUTES

Moved by Councilor

Seconded by Councilor

RESOLVED, that the minutes of the regular meeting of November 6, 2024, are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPROVAL OF MINUTES

Moved by Councilor

Seconded by Councilor

RESOLVED, that the minutes of the special meeting of November 7, 2024, are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPROVAL OF MINUTES

Moved by Councilor

Seconded by Councilor

RESOLVED, that the minutes of the special meeting of November 12, 2024, are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPROVAL OF WARRANT

Moved by Councilor

Seconded by Councilor

RESOLVED, that Warrant No. 23, checks and ACH payments in the amount of \$148,817.98 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:

MOTION CARRIED/FAILED

WARRANT	23
DATE:	November 19, 2024

FUND		PAYMENT NUMBER (S)	AMOUNT
Capital		4934	\$ 5,000.00
DRI Fund	031		
Liberty Operating Fund	025		
ARPA Fund	030	1312-1314	\$ 12,701.81
Current Funds		75458-75547	\$ 124,752.73
ACH			\$ 6,363.44

WARRANT #1 TOTAL	\$ 148,817.98
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Oneida, NY

Expense Approval Report

By Fund

Payment Dates 11/7/2024 - 11/19/2024

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
MGM PARTS DISTRIBUTORS, I...	75506	11/17/2024	Running Central Garage PO	001.1640.0403.0001	63.96
SIRCHIE ACQUISITION COMP...	75530	11/19/2024	6 X 8 Dissipation Bags	001.3120.0300.0000	24.22
SIRCHIE ACQUISITION COMP...	75530	11/19/2024	SHIPPING	001.3120.0300.0000	81.45
SIRCHIE ACQUISITION COMP...	75530	11/19/2024	Heat Seal Bags	001.3120.0300.0000	83.64
SIRCHIE ACQUISITION COMP...	75530	11/19/2024	Brown Paper Bags	001.3120.0300.0000	102.46
JEROME FIRE EQUIPMENT CO, ..	75496	11/19/2024	STEM VALVE	001.3410.0409.0000	53.25
WAL-MART, INC.	75546	11/19/2024	Materials for City Sponsored e...	001.3410.0407.0000	353.86
JORDAN O'CONNELL	75497	11/19/2024	MEALS	001.5142.0416.0000	20.00
TRENT HAMMON	75536	11/19/2024	MEALS	001.5142.0416.0000	60.00
KOLBY BABCOCK	75499	11/19/2024	MEALS	001.5142.0416.0000	50.00
PRECOURT PLUMBING AND H...	75518	11/19/2024	heating repair at garage	001.1620.0405.0000	400.00
21st Century Media, LLC	75458	11/19/2024	LEGAL NOTICES	001.1989.0400.0000	312.73
RICK ROSSI	75522	11/19/2024	PETTY CASH	001.1210.0400.0000	73.63
CHRISTOPHER GROW	75472	11/19/2024	MEALS	001.5142.0416.0000	100.00
ANTHONY DIANA	75461	11/19/2024	MEALS	001.5142.0416.0000	60.00
ONEIDA OFFICE SUPPLY	75515	11/19/2024	NAME PLATE	001.1660.0300.0000	28.00
Max's Print Shop	75504	11/19/2024	UNIFORM ITEM	001.3410.0317.0000	23.75
UNITED AUTO SALES	75537	11/19/2024	Running Central Garage PO	001.1640.0403.0001	127.31
AMAZON WEB SERVICES, LLC.	DFT0005185	11/19/2024	CUSTOM STAMP AND INK	001.1410.0300.0000	42.62
WAL-MART, INC.	75546	11/19/2024	Running PO	001.3120.0300.0000	104.78
MICHAEL HOLMES	75508	11/19/2024	MUNY OFFICIAL	001.7140.0403.2020	94.00
SCOTT CARROLL	75527	11/19/2024	MUNY SCORE KEEPER	001.7140.0403.2020	60.00
FRANK ASTOR	75483	11/19/2024	MUNY OFFICIAL	001.7140.0403.2020	94.00
ROBERT SHEARIN	75523	11/19/2024	MUNY OFFICIAL	001.7140.0403.2020	94.00
MICHAEL HOKE	75507	11/19/2024	MUNY OFFICIAL	001.7140.0403.2020	94.00
LOWE'S HOME IMPROVEMEN...	75501	11/19/2024	BLANKET PO - FOR SUPPLIES, ...	001.7140.0409.0000	144.17
LOWE'S HOME IMPROVEMEN...	75501	11/19/2024	11/4/24	001.7140.0409.0000	22.72
AMAZON WEB SERVICES, LLC.	DFT0005185	11/19/2024	BATTERIES	001.3120.0200.0000	40.98
Brown's Moving & Storage	75470	11/19/2024	Manager Lovell Moving Expen...	001.1220.0400.0000	6,985.33
ONEIDA CO ARSON TASK FORC	75514	11/19/2024	Oneida Co Arson Task Force fal.	001.3410.0438.0000	225.00
AMAZON WEB SERVICES, LLC.	DFT0005185	11/19/2024	INK STAMP	001.1660.0300.0000	9.90
RUSTY STERPE	75525	11/19/2024	REFUND	001.7140.0403.2020	40.00
AMAZON WEB SERVICES, LLC.	DFT0005185	11/19/2024	Mens 5.11 Tactical Pull Over -	001.8664.0414.0000	140.00
AMAZON WEB SERVICES, LLC.	DFT0005185	11/19/2024	UNIFORM ITEMS	001.3410.0317.0000	21.04
MELISSA LUCK	75505	11/19/2024	SERVICES RENDERED	001.3120.0403.0000	750.00
NATIONAL GRID	75510	11/19/2024	ELECTRIC	001.1620.0401.0000	928.16
INTERNATIONAL ASSOC OF PO...	75492	11/19/2024	IACPnet Subscription	001.3120.0407.0000	612.50
LOWE'S HOME IMPROVEMEN...	75501	11/19/2024	building supplies	001.1620.0300.0000	34.11
Environmental Systems Resea...	DFT0005188	11/19/2024	GIS FOR ONLINE SERVICES	001.1620.0403.0001	194.52
VERIZON	75543	11/19/2024	TRAFFIC PHONE	001.1680.0403.0000	37.27
AMAZON WEB SERVICES, LLC.	DFT0005185	11/19/2024	NEW EQUIPMENT FOR TOT F...	001.7140.0403.2033	1,629.97
ROSEMARIE MUSOLINO	75524	11/19/2024	REFUND	001.0017.2003.0000	40.00
PHILICIA LOGALBO	75517	11/19/2024	REFUND	001.0017.2031.0000	110.00
AMAZON WEB SERVICES, LLC.	DFT0005185	11/19/2024	72" metal stand up cabinet	001.1660.0300.0000	167.99
AMAZON WEB SERVICES, LLC.	DFT0005185	11/19/2024	OFFICE SUPPLIES	001.1410.0300.0000	288.19
AT & T MOBILITY	75462	11/19/2024	2 AIR CARDS	001.1680.0403.0000	127.96
HAR-ROB FIRE APPARATUS SE...	75488	11/19/2024	E292-hot water valve + freight	001.3410.0409.0000	135.00
HAR-ROB FIRE APPARATUS SE...	75488	11/19/2024	116201	001.3410.0409.0000	29.00
SPECTROTOL, INC.	75532	11/19/2024	LONG DISTANCE	001.1680.0403.0000	132.36
SILVER CITY TIRE INC	75529	11/19/2024	TIRES	001.5132.0303.0000	134.44
ATLAS FENCE	75463	11/19/2024	TEMP FENCE VANDERBILT AVE	001.3650.0400.0000	250.00
ATLAS FENCE	75463	11/19/2024	TEMP FENCE VANDERBILT AVE	001.3650.0400.0000	250.00
TOTAL SOLUTIONS	75535	11/19/2024	158315	001.1660.0300.0000	20.07

Expense Approval Report

Payment Dates: 11/7/2024 - 11/19/2024

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
TOTAL SOLUTIONS	75535	11/19/2024	desk top and printer	001.3310.0200.0000	466.80
BOONDOCKER EQUIPMENT	75468	11/19/2024	plow blade edges	001.5132.0300.0000	504.45
JC SMITH, INC.	75494	11/19/2024	reflective Sheeting	001.3310.0200.0000	1,912.50
BUELL FUEL LLC	75471	11/19/2024	DIESEL	001.1640.0402.0000	1,455.23
GE SOFTWARE	75485	11/19/2024	GASBOY SOFTWARE	001.5132.0403.0000	160.00
INTERSTATE BATTERY SYSTEM ..	75493	11/19/2024	Running Central Garage PO	001.1640.0403.0001	465.90
EJ USA	75481	11/19/2024	RISERS	001.5110.0314.0000	278.35
W B MASON CO, INC	75545	11/19/2024	supplies	001.1660.0300.0000	46.94
NADINE BELL, ESQ	75509	11/19/2024	LEGAL SERVICES	001.1420.0410.0000	6,905.25
NADINE BELL, ESQ	75509	11/19/2024	LEGAL SERVICES	001.1420.0412.0000	2,773.00
GALLS INCORPORATED	75484	11/19/2024	shipping	001.3120.0317.0000	12.99
GALLS INCORPORATED	75484	11/19/2024	Recruit Initial Issue Duty Bags	001.3120.0317.0000	124.20
GALLS INCORPORATED	75484	11/19/2024	First Tactical A2 pants	001.3120.0317.0000	83.00
GALLS INCORPORATED	75484	11/19/2024	Condor go pack / Streamlight f...	001.3120.0317.0000	192.01
MATRIX COMMUNICATIONS	75503	11/19/2024	NEW AUTOMATED ATTENDA...	001.1680.0403.0000	150.00
RELIABLE PRODUCTS	75520	11/19/2024	salt	001.1620.0300.0000	650.00
RELIABLE PRODUCTS	75520	11/19/2024	SPRAY CLEANER	001.3410.0409.0000	72.00
QUILL CORPORATION	75519	11/19/2024	OFFICE SUPPLIES	001.1660.0300.0000	84.45
QUILL CORPORATION	75519	11/19/2024	OFFICE SUPPLIES	001.1660.0300.0000	242.19
QUILL CORPORATION	75519	11/19/2024	OFFICE SUPPLIES	001.1660.0300.0000	242.19
CINTAS CORP	75474	11/19/2024	UNIFORM	001.5110.0314.0000	316.26
Richard Dropp	75521	11/19/2024	YOUTH BASKETBALL SHIRTS - ...	001.7140.0403.2003	980.00
PAUL WARD	75516	11/19/2024	MEALS	001.5142.0416.0000	20.00
MGM PARTS DISTRIBUTORS, I...	75506	11/19/2024	Running Central Garage PO	001.1640.0403.0001	6.57
MGM PARTS DISTRIBUTORS, I...	75506	11/19/2024	Running Central Garage PO	001.1640.0403.0001	207.35
MGM PARTS DISTRIBUTORS, I...	75506	11/19/2024	Running Central Garage PO	001.1640.0403.0001	390.46
MGM PARTS DISTRIBUTORS, I...	75506	11/19/2024	FILTERS, AUTO, TRUCK PARTS	001.5132.0303.0000	1.24
Bryx Inc.	DFT0005186	11/19/2024	ANNUAL SERVICE CHARGE	001.0001.0481.0000	958.33
Bryx Inc.	DFT0005186	11/19/2024	ANNUAL SERVICE CHARGE	001.1680.0403.0000	1,341.67
BRANDON CARINCI	75469	11/19/2024	MEALS	001.5142.0416.0000	20.00
DUSTIN SMITH	75480	11/19/2024	MEALS	001.5142.0416.0000	40.00
BLISS ENVIRONMENTAL SERVI...	75465	11/19/2024	109 N MAIN ST	001.1620.0403.0001	246.50
BLISS ENVIRONMENTAL SERVI...	75465	11/19/2024	403 SCONONDOA ST	001.1620.0403.0001	109.00
BLISS ENVIRONMENTAL SERVI...	75465	11/19/2024	217 CEDAR ST	001.1620.0403.0001	119.90
BLISS ENVIRONMENTAL SERVI...	75465	11/19/2024	360 N MAIN	001.1620.0403.0001	153.00
NORTHLAND COMMUNICATI...	75512	11/19/2024	PHONE & INTERNET	001.1680.0403.0000	1,098.29
THOMAS MARSHALL	75534	11/19/2024	MEALS	001.5142.0416.0000	80.00
DOUG GROTON	75479	11/19/2024	MEALS	001.5142.0416.0000	40.00
SCOTT HOFFMEISTER	75528	11/19/2024	MEALS	001.5142.0416.0000	80.00
DENNIS LAURIN	75478	11/19/2024	MEALS	001.5142.0416.0000	60.00
CHRISTOPHER R. COUSIN	75473	11/19/2024	MEALS	001.5142.0416.0000	40.00
CUSTOM TRUCK	75476	11/19/2024	bucket truck test and inspecti...	001.3310.0200.0000	750.00
STEVEN MEYERS	75533	11/19/2024	MEALS	001.5142.0416.0000	50.00
SCOTT A MELESKI	75526	11/19/2024	MEALS	001.5142.0416.0000	90.00
WILLIAM STOREY	75547	11/19/2024	MEALS	001.5142.0416.0000	70.00
NORTHERN SAFETY CO., INC.	75511	11/19/2024	INDUSTRIAL OSCILLATING PED...	001.7140.0409.0000	332.54
LAWSON PRODUCTS, INC	75500	11/19/2024	hardware	001.3310.0200.0000	137.63
LAWSON PRODUCTS, INC	75500	11/19/2024	hardware	001.3310.0200.0000	51.91
UTICA SPRAY AND CHEMICAL	75541	11/19/2024	SUPPLIES	001.1620.0300.0000	181.50
Environmental Systems Resea...	75482	11/19/2024	GIS	001.1620.0403.0001	216.61
CYNCON EQUIPMENT	75477	11/19/2024	JET HOSE FOR VAC TRUCK	001.5110.0314.0000	2,882.30
ONEIDA OFFICE SUPPLY	75515	11/19/2024	OFFICE SUPPLIES	001.1660.0300.0000	95.00
ONEIDA OFFICE SUPPLY	75515	11/19/2024	BLANKET PO - FOR SUPPLIES, ...	001.7140.0300.0000	5.99
VERIZON WIRELESS	75544	11/19/2024	MODEMS	001.1680.0403.0000	76.18
BME	75466	11/19/2024	SHIPPING	001.1660.0300.0000	11.00
BONADIO & CO LLP	75467	11/19/2024	ACCOUNTING SERVICES	001.1315.0403.0000	18,500.00
GENERAL CODE LLC	75486	11/19/2024	ANNUAL MAINTANCE	001.1989.0400.0000	1,195.00
CLINTON TRACTOR & IMPLEM...	75475	11/19/2024	TRACTOR PARTS AND LABOR	001.5132.0300.0000	43.68
AXON ENTERPRISE, INC	75464	11/19/2024	Taser batteries, BWC docks w...	001.3120.0204.0000	2,600.00
AXON ENTERPRISE, INC	75464	11/19/2024	Taser Training cartridges	001.3120.0413.0000	2,993.20

Expense Approval Report

Payment Dates: 11/7/2024 - 11/19/2024

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
UPSTATE WHOLESALE SUPPLY,...	75538	11/19/2024	Patrol Car Tablet Replacement...	001.3120.0204.0000	225.00
UPSTATE WHOLESALE SUPPLY,...	75538	11/19/2024	Patrol Car Tablet Replacement...	001.3120.0204.0000	225.00
MADISON COUNTY TREASURER	75502	11/19/2024	OCTOBER COLLECTIONS	001.0001.0663.0000	13,754.49
ONEIDA CITY SCHOOL DIST	75513	11/19/2024	OCT COLLECTION	001.0001.0661.0000	21,188.78
ONEIDA CITY SCHOOL DIST	75513	11/19/2024	OCT COLLECTION	001.0001.0661.0011	1,059.44
ALTA/VANTAGE	75460	11/19/2024	parts	001.5132.0303.0000	271.04
ALTA CONSTRUCTION EQUIP...	75459	11/19/2024	LOADER REPAIR	001.5110.0314.0000	1,034.72
ALTA CONSTRUCTION EQUIP...	75459	11/19/2024	LOADER REPAIR	001.5132.0300.0000	1,881.03
Fund 001 - GENERAL FUND Total:					109,154.40
Fund: 002 - WATER					
USA BLUE BOOK	75540	11/19/2024	FLAGS	002.8300.0319.0000	84.92
USA BLUE BOOK	75540	11/19/2024	USA BLUE BOOK	002.8300.0319.0000	294.85
21st Century Media, LLC	75458	11/19/2024	LEGAL NOTICES	002.8300.0319.0000	29.38
VERIZON	75542	11/19/2024	VERIZON	002.8300.0401.0000	29.11
VERIZON	DFT0005189	11/19/2024	TABERG FIOS	002.8300.0401.0000	75.99
EBAY.COM	DFT0005187	11/19/2024	EBAY	002.8300.0302.0000	700.00
NATIONAL GRID	75510	11/19/2024	ELECTRIC	002.8300.0401.0000	23.37
JEFFREY ROWE	75495	11/19/2024	PETTY CASH	002.8300.0319.0000	22.50
SLACK CHEMICAL CO	75531	11/19/2024	SLACK CHEMICAL CO. INC.- CH...	002.8300.0308.0000	778.12
SLACK CHEMICAL CO	75531	11/19/2024	SLACK CHEMICAL CO. INC.- CH...	002.8300.0308.0000	3,199.82
MGM PARTS DISTRIBUTORS, I...	75506	11/19/2024	MGM AUTO PARTS (NAPA)	002.8300.0302.0000	340.06
US PLASTIC CORP	75539	11/19/2024	UNITED STATES PLASTIC CORP	002.8300.0319.0000	1,577.17
US PLASTIC CORP	75539	11/19/2024	UNITED STATES PLASTIC CORP	002.8300.0319.0000	6.82
GRAINGER INC	75487	11/19/2024	MARKER	002.8300.0319.0000	49.95
GRAINGER INC	75487	11/19/2024	BATTERIES	002.8300.0319.0000	72.04
BLISS ENVIRONMENTAL SERVI...	75465	11/19/2024	BLISS ENVIRONMENTAL SERVI...	002.8300.0319.0000	29.43
CLINTON TRACTOR & IMPLEM...	75475	11/19/2024	CLINTON TRACTOR & IMPLEM...	002.8300.0302.0000	29.33
CLINTON TRACTOR & IMPLEM...	75475	11/19/2024	CLINTON TRACTOR & IMPLEM...	002.8300.0302.0000	44.94
HOLLAND CO. INC.	75490	11/19/2024	LIQUID ALUM	002.8300.0310.0000	6,380.53
Fund 002 - WATER Total:					13,768.33
Fund: 003 - SEWER					
HOWLAND PUMP AND SUPPLY,...	75491	11/19/2024	plumbing parts	003.8110.0300.0000	545.54
EBAY.COM	DFT0005187	11/19/2024	new blower for #5 control pa...	003.8110.0200.0000	379.94
NATIONAL GRID	75510	11/19/2024	ELECTRIC	003.8110.0401.0000	386.46
EBAY.COM	DFT0005187	11/19/2024	oil supplies	003.8110.0300.0000	372.30
LOWE'S HOME IMPROVEMEN...	75501	11/19/2024	PARTS	003.8110.0300.0000	94.27
HAUN WELDING SUPPLY INC	75489	11/19/2024	CYLINDER	003.8110.0400.0001	105.00
NORTHLAND COMMUNICATI...	75512	11/19/2024	PHONE & INTERNET	003.8110.0401.0000	376.35
KEMIRA WATER SOLUTIONS, I...	75498	11/19/2024	LIQUID IRON SALTS	003.8110.0329.0000	5,933.58
Fund 003 - SEWER Total:					8,193.44
Fund: 005 - CAPITAL					
BARTON & LOGUIDICE,DPC	4934	11/19/2024	SEWER INFLOW/INFILTRATION...	005.8110.0400.0024	5,000.00
Fund 005 - CAPITAL Total:					5,000.00
Fund: 030 - Federal ARPA					
ONEIDA IMPROVEMENT CO...	1314	11/19/2024	CRUSH RUN/STONE DUST-ONE...	030.7140.0406.0000	8,080.46
LOWE'S HOME IMPROVEMEN...	1313	11/19/2024	Supplies to replace roof at Ha...	030.7140.0405.0000	3,919.53
LINCOLN DAVIES BUILDING S...	1312	11/19/2024	ROOF REPAIR AT HARMON FIE...	030.7140.0405.0000	701.82
Fund 030 - Federal ARPA Total:					12,701.81
Grand Total:					148,817.98

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	109,154.40
002 - WATER	13,768.33
003 - SEWER	8,193.44
005 - CAPITAL	5,000.00
030 - Federal ARPA	12,701.81
Grand Total:	148,817.98

Account Summary

Account Number	Account Name	Payment Amount
001.0001.0481.0000	PREPAIDS, INSURANCE, ...	958.33
001.0001.0661.0000	DUE TO SCHOOL	21,188.78
001.0001.0661.0011	Due to School 2023-2024,,	1,059.44
001.0001.0663.0000	DUE TO COUNTY-TAX LE...	13,754.49
001.0017.2003.0000	YOUTH BASKETBALL	40.00
001.0017.2031.0000	REC CENTER REVENUE	110.00
001.1210.0400.0000	OTHER EXPENSE	73.63
001.1220.0400.0000	Contracts	6,985.33
001.1315.0403.0000	CITY AUDIT/Contracts	18,500.00
001.1410.0300.0000	MAT SUPPLIES	330.81
001.1420.0410.0000	LAW LITIGATION	6,905.25
001.1420.0412.0000	ATTORNEY EXPENSE AC...	2,773.00
001.1620.0300.0000	MAT SUPPLIES	865.61
001.1620.0401.0000	ELECTRIC AND GAS	928.16
001.1620.0403.0001	CONTRACTS MB/FD	1,039.53
001.1620.0405.0000	BUILDING MAINTENANC...	400.00
001.1640.0402.0000	CENTRAL DIESEL	1,455.23
001.1640.0403.0001	CENTRAL VEHICLE -POLI...	1,261.55
001.1660.0300.0000	Central Office Supplies	947.73
001.1680.0403.0000	CONTRACTS	2,963.73
001.1989.0400.0000	PRINTING	1,507.73
001.3120.0200.0000	Police Equipment	40.98
001.3120.0204.0000	Equipment Maint Parts	3,050.00
001.3120.0300.0000	MAT SUPPLIES	396.55
001.3120.0317.0000	CLOTHING	412.20
001.3120.0403.0000	CONTRACTS	750.00
001.3120.0407.0000	CHIEF'S EXPENSE	612.50
001.3120.0413.0000	TRAINING	2,993.20
001.3310.0200.0000	EQUIPMENT	3,318.84
001.3410.0317.0000	CLOTHING	44.79
001.3410.0407.0000	CHIEF'S EXPENSE	353.86
001.3410.0409.0000	EQUIPMENT REPAIR & ...	289.25
001.3410.0438.0000	FIRE MARSHALL ACCOU...	225.00
001.3650.0400.0000	DEMOLITION	500.00
001.5110.0314.0000	ROAD MATERIALS	4,511.63
001.5132.0300.0000	DPW MAINTENANCE- RE...	2,429.16
001.5132.0303.0000	GENERAL MATERIALS	406.72
001.5132.0403.0000	CONTRACTS	160.00
001.5142.0416.0000	TRAVEL-MEALS	880.00
001.7140.0300.0000	MAT SUPPLIES	5.99
001.7140.0403.2003	CONTRACTS YOUTH BB	980.00
001.7140.0403.2020	CONTRACTS.MUNY BB	476.00
001.7140.0403.2033	CONTRACTS. TODDLER P...	1,629.97
001.7140.0409.0000	EQUIP REPAIR & MAINT.	499.43
001.8664.0414.0000	Personal Protective Equi...	140.00
002.8300.0302.0000	EQUIPMENT MAINTENA...	1,114.33
002.8300.0308.0000	CHLORINE	3,977.94
002.8300.0310.0000	LIQUID ALUM	6,380.53

Account Summary

Account Number	Account Name	Payment Amount
002.8300.0319.0000	GENERAL MAINTENANCE	2,167.06
002.8300.0401.0000	UTILITIES	128.47
003.8110.0200.0000	EQUIPMENT	379.94
003.8110.0300.0000	MAT SUPPLIES	1,012.11
003.8110.0329.0000	LIQUID IRON SALTS	5,933.58
003.8110.0400.0001	OTHER EXPENSE-PROFES...	105.00
003.8110.0401.0000	UTILITIES	762.81
005.8110.0400.0024	I / I Evaluation of Sewer ...	5,000.00
030.7140.0405.0000	Rec-Harmon Pavilion Ro...	4,621.35
030.7140.0406.0000	Rec-Oneida Rail Trail imp...	8,080.46
Grand Total:		148,817.98

Project Account Summary

Project Account Key	Payment Amount
None	148,817.98
Grand Total:	148,817.98

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, and Police Department are hereby received and placed on file.

Ayes:

Nays:

MOTION CARRIED/FAILED

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

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

WHEREAS, pursuant to the provisions of the Municipal Home Rule Law, an amended proposed Local Law, titled "A Local Law Amending Chapter 116 of the Code of the Oneida City Regarding Peddling and Solicitation," was presented and re-introduced at a Regular Meeting of the Common Council of the City of Oneida held on October 22, 2024; and

WHEREAS, public hearings were held on such proposed Local Law on October 1, 2024, and November 6, 2024, by the Common Council of the City of Oneida and proofs of publication of notices of such public hearings, as required by law, having been submitted and filed, and all persons desiring to be heard in connection with said proposed local law having been heard, and said proposed Local Law having been in the possession of the members of the Common Council of the City of Oneida in its final form in the manner required by Section 20 of the Municipal Home Rule of the State of New York; and

WHEREAS, the enactment of the Proposed Local Law has previously been determined to be an Type II action and will have no significant effect on the environment, thus concluding the environmental review process; and

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

NOW, THEREFORE, it is

RESOLVED, that the Common Council of the City of Oneida, Madison County, New York, does hereby enact Local Law of 2024 as follows:

"LOCAL LAW 2024
A LOCAL LAW AMENDING CHAPTER 116 OF 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.
- I. 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."

Mayor Rossi	_____
Councilor Szczerba	_____
Councilor Laureti	_____
Councilor Hitchings	_____
Councilor Winchell	_____
Councilor Pagano	_____
Councilor Simchik	_____

MOTION CARRIED/FAILED

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

RESOLUTION 24-

Moved to Councilor

Seconded by Councilor

WHEREAS, pursuant to the provisions of the Municipal Home Rule Law, a proposed local law titled Local Law of 2024, "A Local Law Overriding the Tax Levy Limit Established in General Municipal Law §3-c in the City of Oneida," was presented and introduced at a regular meeting of the Common Council of the City of Oneida held on November 6, 2024; and

WHEREAS, a public hearing was held on such proposed local law on the 19th day of November, 2024, by the Common Council of the City of Oneida and proof of publication of notice of such public hearing, as required by law, having been submitted and filed, and all persons desiring to be heard in connection with said proposed local law having been heard, and said proposed local law having been in the possession of the members of the Common Council of the City of Oneida in its final form in the manner required by Section 20 of the Municipal Home Rule of the State of New York; and

WHEREAS, the enactment of proposed Local Law of 2024 has previously been determined to be an unlisted action and will have no significant effect on the environment, thus concluding the environmental review process; and

WHEREAS, it is in the public interest to enact said proposed Local Law of 2024.

NOW, THEREFORE, it is

RESOLVED that the Common Council of the City of Oneida, Madison County, New York, does hereby enact a proposed Local Law of 2024 as follows:

**"CITY OF ONEIDA
LOCAL LAW 2024**

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

Section 1. Legislative Intent

It is the intent of this local law to allow the City of Oneida to adopt a budget for the fiscal year commencing January 1, 2025, that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

Section 3. Tax Levy Limit Override

The Common Council of the City of Oneida, County of Madison, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2025, that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the 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 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State.

Mayor Rossi
Councilor Szczerba
Councilor Laureti
Councilor Hitchings
Councilor Winchell
Councilor Pagano
Councilor Simchik

MOTION CARRIED/FAILED

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 Adjustments		
\$ 3,500.00	001.3120.0403.0000 Police Contracts	001.3120.0101.0000 Police Salary
<i>To re-allocate funds to cover payroll services</i>		
\$ 975.00	001.9010.0806.0000 ERS Retirement	001.9011.0807.0000 Police & Fire Retirement

To re-allocate funds to cover annual ERS retirement invoice

Ayes:

Nays:

MOTION CARRIED/FAILED

5. RELEASE/DISCHARGE, OR COMMUTE CITY/COUNTY TAXES

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, pursuant to Section 5.44 of the Oneida City Charter, the Common Council does hereby exercise its discretion to release, discharge, or commute City/County taxes for real property according to attached Exhibit A, for the years 2015-2016, in the amount of \$166,286.64, which includes the taxes owed and interest incurred.

Ayes:

Nays:

MOTION CARRIED/FAILED

6. AGREEMENTS-EXCELLUS

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize the City Manager to sign the Excellus Health and Dental Plan renewal agreements for 2025.

Ayes:

Nays:

MOTION CARRIED/FAILED

Summary of Proposals

CITY OF ONEIDA

Contract Period: January 1, 2025 through December 31, 2025

Funding Arrangement:

Prospective

Proposal Summary				
Proposal and Description	Comparison to Adjusted Current Benefit Premium	Vs. Current Premium ¹	Estimated Contract Period Premium ¹	
Renew at Adjusted Current Benefits	NA	15.90%	\$	3,683,334

¹Assumes contract distribution as shown on detailed rates exhibit

Proposal: Renew at Adjusted Current Benefits

CITY OF ONEIDA

Contract Period: January 1, 2025 through December 31, 2025

Funding Arrangement:

Prospective

All Subscribers			
Plan	Tier	Projected Contracts	Rate
Excellus BluePPO Option I (BR ID: 2263489-01)	Single	45	\$ 1,263.30
	Family	89	2,745.01
Signature Deductible 3 (BR ID: 2263492-01)	Single	3	\$ 788.23
	Family	2	1,712.72

Financial Terms / Assumptions

- Rates shown are good through 10/16/2024. If Group does not accept this rate action prior to the expiration date, Excellus BlueCross BlueShield reserves the right to re-rate the proposal.
- Signature below indicates acceptance of all rates and terms for this proposal and its accompanying benefit sheet.
- Terms and assumptions used in this rate sheet are superceded by the group contract.
- Rates are for prospective financial arrangement (Excellus BlueCross BlueShield, Utica Region at risk).
- Quoted premium rates contain a factor for broker commissions included in the overall retention load; administered under the Utica Region Broker Program.
- Enrollment variations greater than +/-10% require a rate review which may cause a rate adjustment.
- Large claim pooling applies.
- Changes in federal or state benefit mandates or tax policies will require a rate review which may cause a rate adjustment.
- Benefits in these proposals have been modified to comply with Health Care Reform and are subject to change due to our continued efforts to comply with federal and/or state laws and regulations.
- Rates include taxes and fees as identified on the Impact Estimate of Taxes, Fees and Assessments exhibit.
- Proposed rates include benefits required by the Federal Mental Health Parity final regulations issued November 2013.
- This proposal includes a High Deductible Health Plan. Deviations from proposed contribution will require a rate review which may cause a rate adjustment.
- Submitting reports with respect to the benefit plan, in the time and manner required under Section 204 of the Transparency Provisions of the CAA and/or related regulations and/or other authoritative guidance issued under the CAA, on behalf of the group relating to pharmacy benefits and drug costs.

Proposal Accepted By (Group Representative)

Date

Title

QFU

Renew at Adjusted Current Benefits (Continued)

CITY OF ONEIDA

Contract Period: January 1, 2025 through December 31, 2025

Funding Arrangement:

Prospective

Population:	All Subscribers	
Plan:	Excellus BluePPO Option I	Signature Deductible 3
	In - Out	In - Out
OV Copay:	\$15 - 20%	20% - 40%
Deductible:	\$0 - \$500	\$1,650 - \$3,300
Family Deductible:	\$0 - \$1,500	\$3,300 - \$6,600
Out of Pocket Max:	\$4,200 - \$4,620	\$3,000 - \$6,000
Family OOP Max:	\$12,600 - \$13,860	\$6,000 - \$12,000
Coinsurance:	0% - 20%	20% - 40%
Inpatient Copay:	CIF - 20%	20% - 40%
ER Copay:	\$50 - \$50	20% - 20%
OP Surgery Copay:	\$15 - 20%	20% - 40%
Benefit Cycle:	Calendar Year Benefits	Calendar Year Benefits
Dependent/Student:	26 / 26	26 / 26
Pharmacy Plan:	\$10/\$30/\$50 W/ \$0 GENERICS FOR KIDS	\$5/\$35/\$70, \$0 GEN FOR KIDS INTEGRATED RX, NO DED PREV RX
Mail Order Pricing:	2 Copay 90 Day Supply	2 Copay 90 Day Supply
Preventive Rx:	NA	Preventive Rx not subject to the Deductible
Additional Provisions:	<ul style="list-style-type: none"> • Preventive CIF, Womens Preventive CIF • Benefits comply with Federal Mental Health Parity • DME, Prosthetics, Orthotics, Foot Orthotics, Medical Supplies 20% • NYS Autism Spectrum Disorder Mandate • Vision 24M - \$60 • Inpatient Physical Rehab - 60 Days 	<ul style="list-style-type: none"> • Preventive CIF, Womens Preventive CIF • Benefits comply with Federal Mental Health Parity • DME, Prosthetics, Orthotics, Foot Orthotics, Medical Supplies 20% • NYS Autism Spectrum Disorder Mandate • \$750 HSA Funding

BR ID:

2263489-01

2263492-01

QFU

Initial to signify approval of benefits for proposal : _____

Summary of Proposals

CITY OF ONEIDA

Contract Period: January 1, 2025 through December 31, 2025

Funding Arrangement:

Prospective

Proposal Summary			
Proposal and Description	Comparison to Current Benefit Premium	Vs. Current Premium ¹	Estimated Contract Period Premium ¹
Renew at Current Benefits	NA	-3.00%	\$ 101,133

¹Assumes contract distribution as shown on detailed rates exhibit

**Proposal: Renew at Current Benefits
CITY OF ONEIDA**

Contract Period: January 1, 2025 through December 31, 2025

Funding Arrangement:

Prospective

All Subscribers			
Plan	Tier	Projected Contracts	Rate
Dental Blue Options	Single	59	\$ 33.57
	Family	61	105.69

Financial Terms / Assumptions

- Rates shown are good through 11/1/2024. If Group does not accept this rate action prior to the expiration date, Excellus BlueCross BlueShield reserves the right to re-rate the proposal.
- Signature below indicates acceptance of all rates and terms for this proposal and its accompanying benefit sheet.
- Terms and assumptions used in this rate sheet are superceded by the group contract.
- Rates are for prospective financial arrangement (Excellus BlueCross BlueShield, Utica Region at risk).
- Quoted premium rates contain a factor for broker commissions included in the overall retention load; administered under the Utica Region Broker Program.
- Enrollment variations greater than +/-10% require a rate review which may cause a rate adjustment.
- Above Rates Assume Employer Is Contributing To The Plan.
- Changes in federal or state benefit mandates or tax policies will require a rate review which may cause a rate adjustment.
- Rate increase effective 1/1/2026 will not exceed 4.0% upon renewal excluding any applicable fees required by the Affordable Care Act and changes in benefit design, new federal or state mandates, or new tax policies.

Proposal Accepted By (Group Representative)

Date

Title

QFU

Renew at Current Benefits (Continued)

CITY OF ONEIDA

Contract Period: January 1, 2025 through December 31, 2025

Funding Arrangement:

Prospective

Population:	All Subscribers
Plan:	Dental Blue Options
Coinsurance:	In / Out of Network
Class I:	100% / 100%
Class II:	100% / 100%
Class IIA:	100% / 100%
Class III:	100% / 100%
Class IV:	50% / 50%
Fee Schedules:	In / Out of Network
In Area:	Blue Shield / Blue Shield
Out of Area:	GRID+ DenteMax / Blue Shield
Deductible:	\$50/\$150
Annual Max:	\$1,500
Benefit Cycle:	Calendar Year Benefits
Deductible Classes:	Classes II, IIA, III
Max Classes:	Classes II, IIA, III
Ortho Lifetime Max:	\$2,000
Riders:	<ul style="list-style-type: none"> • Dependent To Age 19 • Student To Age 25

QFU

Initial to signify approval of benefits for proposal : _____

7. ADVERTISE FOR BIDS-TREE REMOVAL AND TRIMMING SERVICES

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, authorize the Purchasing Agent, or a third party duly retained by the City of Oneida to perform such services, to advertise for bids for Tree Removal and Trimming Services.

Ayes:

Nays:

MOTION CARRIED/FAILED

8. RETIREE HEALTH INSURANCE RENEWAL (2025)

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, that the Mayor be authorized to sign the Retiree Health Insurance Renewal Plan for 2025 with Humana Group Medicare.

Ayes:

Nays:

MOTION CARRIED/FAILED

9. ADVERTISE FOR BIDS-WATER DEPARTMENT

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, authorize the Purchasing Agent, or a third party duly retained by the City of Oneida to perform such services, to advertise for bids for Liquid Chlorine & Sodium Hypochlorite and Liquid Zinc Orthophosphate & Liquid Polyphosphate for the Water Department.

Ayes:

Nays:

MOTION CARRIED/FAILED

10. EXTEND CONTRACT-SURPASS CHEMICAL (LIQUID CAUSTIC SODA)

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, to approve a contract extension for Liquid Caustic Soda to Surpass Chemical Company Inc., 1254 Broadway, Albany, NY 12204 for the first half of 2025 (January to June).

Ayes:

Nays:

MOTION CARRIED/FAILED

11. EXTEND CONTRACT-HOLLAND COMPANY (LIQUID ALUMINUM SULFATE)

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, to approve a one-year contract extension (2025) for Liquid Aluminum Sulfate to Holland Co. Inc., 153 Howland Ave., Adams, MA 01220.

Ayes:

Nays:

MOTION CARRIED/FAILED

12. INTRODUCE A LOCAL LAW FOR IMPOSING A THREE (3) MONTH MORATORIUM ON WIND ENERGY CONVERSION SYSTEM (WECS) USES WITHIN THE CITY OF ONEIDA-SCHEDULE PUBLIC HEARING

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

WHEREAS, the City of Oneida recognizes the importance of renewable energy sources in mitigating climate change and promoting sustainability; and

WHEREAS, the City of Oneida acknowledges the potential benefits of Wind Energy Conversion Systems (WECS) in contributing to renewable energy goals; and

WHEREAS, the City of Oneida is committed to ensuring the safety and well-being of its residents, including considering potential impacts on national security and public safety; and

Whereas, communications with the U.S. Department of Defense and the Air Force Research Laboratory (AFRL) in Rome have raised concerns regarding potential impacts of WECS installations on existing communication systems and military operations; and

WHEREAS, the City of Oneida seeks to review and amend existing laws and regulations pertaining to WECS to address the concerns raised by the U.S. Department of Defense and AFRL;

WHEREAS, the City of Oneida has been working to develop amendments to existing local laws and regulations pertaining to WECS and related permitting, but recognizes that additional time is needed to do so effectively; and

WHEREAS, the City of Oneida, while working to develop such amendments, has encountered administrative problems, namely the resignation of the City of Oneida Director of Planning and Economic Development and the resignation of the Director's assistant, resulting in the lack of necessary professional guidance in this process; and

WHEREAS, the proposed local law has been introduced and will be considered for enactment pursuant to the provisions of the Municipal Home Rule Law and General City Law; and

WHEREAS, the Common Council has deemed this moratorium urgent and immediately necessary in order to preserve status quo while this issue is examined by the City; and

WHEREAS, no other agency has the legal authority or jurisdiction to approve or directly undertake the enactment of local laws in the City of Oneida, such that there are no other involved agencies within the meaning of the New York State Environmental Quality Review Act (SEQRA) with respect to the proposed enactment of said local law.

NOW, THEREFORE, it is

RESOLVED AND DETERMINED that there are no other involved agencies, the Common Council shall act as lead agency, and that the enactment of this proposed local law is a Type II action under SEQRA, thus concluding the environmental review process; and be it further

RESOLVED that the Common Council shall conduct a public hearing as to the enactment of proposed local law at the Oneida City Hall located at 109 North Main Street, in the City of Oneida on December 3, 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; and be it further

RESOLVED that pending action on this local law, the City shall neither accept nor process any application pertaining to Wind Energy Conversion Systems (WECS).

Ayes:

Nays:

MOTION CARRIED/FAILED

**CITY OF ONEIDA
PROPOSED LOCAL LAW OF 2024**

**A LOCAL LAW IMPOSING A THREE (3) MONTH MORATORIUM ON
WIND ENERGY CONVERSION SYSTEM (WECS) USES WITHIN
THE CITY OF ONEIDA**

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

Section 1. Title

This local law shall be known as the "Wind Energy Conversion Systems Moratorium Law of the City of Oneida."

Section 2. Findings and Purpose

The City Council of the City of Oneida finds that the proliferation of Wind Energy Conversion Systems (WECS) within the City has raised concerns regarding potential impacts on national security and public safety, particularly as communicated by the U.S. Department of Defense and the Air Force Research Laboratory (AFRL) in Rome. Therefore, the purpose of this local law is to enact a temporary moratorium on the issuance of permits for the permitting, construction and installation of new WECS and the processing of existing applications while the City Council conducts a review and proposes amendments to existing laws and regulations governing WECS installations.

The City has been working to develop amendments to existing laws and regulations governing WECS installations and recognizes that additional time is needed to effectively do so.

Section 3. Moratorium on Wind Energy Conversion Systems

A. Unless permitted pursuant to Section 5 hereafter, from and after the date of this local law, no application for a permit, zoning permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or other City-level approval of any nature shall be accepted, processed, entertained, approved, approved conditionally, or issued by any board, employee, official agent of the City of Oneida, for the placement, construction, erection, or installation of a new Wind Energy Conversion System (WECS) within the City of Oneida.

- A. This moratorium shall be in effect for a period of three (3) months from the effective date of this local law and shall expire on the earlier of: (i) the date three (3) months from said effective date of this local law, unless renewed; or (ii) the enactment by the City Common Council of a resolution indicating the City Common Council is satisfied that the need for the moratorium no longer exists.
- B. This moratorium shall apply to all zoning districts and all real property within the City.
- C. Wind Energy Conversion Systems (WECS) which have previously been approved or are located on City-owned property are hereby expressly excluded from this moratorium.

Section 4. Review and Amendments

During the moratorium period, the City Council shall conduct a comprehensive review of existing laws and regulations pertaining to WECS installations within the City of Oneida.

The City Council shall engage in dialogue and consultation with the U.S. Department of Defense, the Air Force Research Laboratory (AFRL), and other relevant stakeholders to address concerns regarding national security and public safety.

Based on the findings of the review and consultations, the City Council shall propose amendments to existing laws and regulations governing WECS installations within the City of Oneida.

Section 5. Relief from Provisions of this Local Law

A. The City Common Council reserves to itself the power to vary or adapt the strict application of the requirements of this local law in the case of unusual hardship which would deprive the owner of all reasonable use of the lands involved.

B. Application for relief shall be filed in triplicate with the Planning Department together with a filing fee of \$250.00. The application shall specifically identify the property involved, recite the circumstances pursuant to which the relief is sought and the reasons for which the relief is claimed. Any costs, including expert consulting fees or attorney's fees, incurred by the City, shall be reimbursed to the City by the Applicant. The Common Council shall apply Use Variance criteria as set forth in the New York State General City Law, Section 81-b in reviewing any application for relief.

C. The Common Council may refer any applications for relief herein to the Planning Commission/Zoning Board of Appeals for its advice and recommendations, but all decisions on granting or denying such relief shall be made solely by the Common Council after determining whether or not the

requested relief is compatible with any contemplated amendments to the City Zoning Law. Unless completely satisfied that the proposed relief is compatible, the Common Council shall deny the application.

D. The Common Council shall conduct a public hearing on any request for relief within forty-five (45) days of receipt by the Planning Department and shall issue its final decision on requests for relief within thirty (30) days from the date of the public hearing.

Section 6. Penalties

Any person, who shall construct, reconstruct, relocate, enlarge or modify any site to be used for a WECS installation in violation of the provisions of this local law, shall be subject to:

A. A fine not to exceed One Thousand and 00/100 Dollars (\$1,000.00) or imprisonment for a term not to exceed fifteen (15) days, or both. Each day a violation continues shall be considered a new violation.

B. A civil action inclusive of injunctive relief in favor of the City to cease any and all such actions which conflict with this local law and, if necessary, to remove any constructions, improvements, or related items or byproducts which may have taken place in violation of this local law.

Section 7. Enforcement

This local law shall be enforced by the Code Enforcement Office of the City of Oneida or such other zoning enforcement individual(s) as designated by the Common Council. It shall be the duty of the enforcement individual(s) to advise the Common Council of all matters pertaining to the enforcement of this local law.

Section 8. Severability

If any provision of this local law is found to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

Section 9. Repeal of Inconsistent Laws

All laws, ordinances, rules, and regulations, or parts thereof, inconsistent with the provisions of this local law are hereby repealed to the extent of such inconsistency.

Section 10. Effective Date

This local law shall take effect immediately upon filing with the Secretary of State.

GML 239 Referral Notice

To: Madison County Planning Board
Attn: Scott Ingmire, Director
P.O. Box 606
North Court Street
County Office Building
Wampsville, NY 13163
Phone: 366-2376
Fax: 366-2742

From: Municipal Board: City of Oneida Common Council
Referring Officer: Hon. Rick Rossi, Mayor/Hon. Kyle Lovell, City Manager
Mail Original: City of Oneida
resolution to: 109 North Main Street
Oneida, New York 13421
Copy to: Nadine C. Bell, Esq.
Costello, Cooney & Fearon, PLLC
211 West Jefferson Street
Syracuse, New York 13202

Re: General Municipal Law § 239 Referral ☒ Informal Review _____ 3-Mile Limit Review _____

1. **Applicant:** City of Oneida Common Council 2. **Site Address:** City Wide
3. **Tax Map Number(s):** N/A 4. **Acres:** N/A
5. **Is the site within the county sanitary district?** ☐ Yes ☐ No N/A
6. **Is the site currently serviced by public water?** ☐ Yes ☐ No N/A
7. **On-site wastewater treatment is currently provided by:** ☐ Public Sewer or ☐ Septic System N/A
8. **Current Zoning:** N/A 9. **Current Land Use:** N/A
10. **Project Description:** Enact a Local Law to impose a three (3) month moratorium on wind energy conversation system uses within the City of Oneida.

11. MCPB Jurisdiction

- ☒ **Text Adoption or Amendment** ☐ **Site is located within 500' of:** _____
(Specify by Name)
- Check All That Apply {
- ☐ a municipal boundary
 - ☐ a state or county thruway/highway/roadway
 - ☐ an existing or proposed state or county park/recreation area
 - ☐ an existing or proposed county-owned stream or drainage channel
 - ☐ a state or county-owned parcel on which a public building or institution is situated
 - ☐ a farm operation located in an agricultural district (Incl Ag Data Statement pursuant to AML §305-a)

Referred Action(s)

If referring multiple, related actions, please identify the referring municipal board if different from above.

12. ☒ **Text Adoption or** ☐ **Amendment** **Referring Board:** City of Oneida Common Council
- ☐ Comprehensive Plan ☒ Local Law ☐ Zoning Ordinance ☐ Other _____

13. ☐ **Zone Change** **Referring Board:** _____

Proposed Zone District: _____ Number of Acres: _____

Purpose of the Zone Change: _____

14. ☐ **Site Plan** ☐ **Project Site Review** **Referring Board:** _____

Proposed Improvements: _____

Intended Use: _____

Will the proposed project require a variance? ☐ Yes ☐ No Type: ☐ Area ☐ Use

Specify: _____

Is a state or county DOT work permit needed? If Yes: ☐ State or ☐ County ☐ No

Specify: _____

15. ☐ **Special Permit**

Referring Board: _____

Section of local zoning code that requires a special permit for this use: _____

Will the proposed project require a variance? ☐ Yes ☐ No Type: ☐ Area ☐ Use

16. ☐ **Subdivision**

Referring Board: _____

Name of Subdivision: _____ ☐ Preliminary ☐ Final
Number of Lots: _____ Type: ☐ Commercial/Industrial ☐ Residential ☐ Single/Multi/Both
(Circle One) (Circle One)

Is this a cluster subdivision pursuant to Section 278 of the New York State Town Law? ☐ Yes ☐ No

Will the proposed subdivision require a variance? ☐ Yes ☐ No Type: ☐ Area ☐ Use

Is a state or county DOT work permit needed? If Yes: ☐ State or ☐ County ☐ No

Specify: _____

17. ☐ **Variance**

Referring Board: _____

☐ Area ☐ Use

Section(s) of local zoning code to which the variance is being sought: _____

Describe how the proposed project varies from the above code section: _____

SEQR Determination

Action:

Findings:

Check
One

- ☐ Type I
☒ Type II
☐ Unlisted Action
☐ Exempt

- ☐ Positive Declaration - Draft EIS
☐ Conditional Negative Declaration
☐ Negative Declaration
☒ No Finding (Type II Only)
☐ Pending

SEQR determination made by (Lead Agency): City of Oneida Common Council

Date: November 18, 2024

Attachments

- ☐ Survey ☐ Subdivision Plat (map) ☐ Environmental Assessment Form ☒ Proposed Text
☐ Site Plan ☐ Local Application Form ☐ Ag Data Statement
☒ Other: Introductory Resolution

This referral, as required by GML § 239 l, m & n, includes complete information and supporting materials to assist the Madison County Planning Board (MCPB) in its review. If no formal action is taken by the MCPB within 30 days, the referring board may proceed without the MCPB's recommendation, unless an extension of time is agreed upon or unless the MCPB's recommendation is received 2 days prior to municipal review.

Sandra LaPera, City of Oneida City Clerk
Name and Title of Person Completing this Form

Transmittal Date

13. AGREEMENT-ONEIDA CITY SCHOOL DISTRICT

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, authorize the Police Chief to sign an agreement with the Oneida City School District to provide for the assignment of crossing guards employed by the City to serve as crossing guards at certain intersections within the School District.

Ayes:

Nays:

MOTION CARRIED/FAILED

MEMORANDUM OF AGREEMENT

This Agreement (this “**Agreement**”) is made as of _____, 2024 by and between the City of Oneida, with offices located at 109 Main Street, Oneida, NY 13421 (hereinafter referred to as the “**City**”); and the Oneida City School District, with offices located at 565 Sayles Street, Oneida, NY 13421 (hereinafter referred to as the “**School District**”).

WHEREAS, Article 5-G of the New York State’s General Municipal Law (“GML”), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and City are both municipal corporations, as that term is defined by GML § 119-n(a); and

WHEREAS, the School District and City have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of crossing guards employed by the City to serve as crossing guards at certain locations within the School District;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. General Terms and Conditions.

- a. The City and School District enter into this Agreement for the purpose of placing a Crossing Guard employed by the City on site at the School District’s high school and equalizing the compensation of all Crossing Guards employed by the City who work at other School District locations. The City will assign the Crossing Guard to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein.
- b. The City agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, the New York State Worker’s Compensation Law, New York State Civil Service Law, New York State General Municipal Law, and applicable regulations of the Commissioner of Education.
- c. The Crossing Guards shall be subject to all other personnel policies and practices of the City.

- 2. Purpose.** The School District hereby agree that the Crossing Guard shall be designated by mutual agreement of the City and the School District to be assigned as follows:

The City agrees to have one (1) Crossing Guard on site at the designated School District’s high school building each day that school is in session during the school year. The Crossing Guard shall be granted all legally required breaks (e.g. lunch when legally required).

- 3. Term.** The term of this Agreement commences on September 1, 2024, and expires on June 30, 2025 (the “**Term**”).

This Agreement may be terminated upon thirty (30) days' written notice to the other party at said party's designated address. Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the City.

4. **Payment.**

a. **Crossing Guard Compensation.** The City shall employ all Crossing Guards who perform services at School District locations pursuant to this agreement and agrees to provide and to pay the salary and employment benefits for all in accordance with the City's applicable salary schedules and employment practices.

b. **City Compensation.**

i. **Compensation for Services.** The School District shall pay to the City a total amount of 100% of the annual salary and employment benefits as compensation for services rendered by the Crossing Guard assigned to the School District's high school during the Term, not to exceed \$38,525.57, paid in ten (10) equal monthly installments of \$3,852.55, with the first payment due September 1, 2024, and the final payment due June 1, 2025.

ii. **Invoices.** All payments owed by the School District to the City under the terms of this Agreement shall be made within thirty (30) days following School District's receipt of an invoice from the City.

5. **Absences and Replacements.**

a. **Absences.** In the event a Crossing Guard is to be absent from work, the Crossing Guard shall notify his/her City supervisor at least one (1) hour before his or her scheduled start time. If the Crossing Guard to be absent would have been assigned to one of the School District's elementary schools, the City replace him/her by assigning a replacement person. If the Crossing Guard to be absent would have been assigned to the School District's high school, the City shall notify the Superintendent of Schools, who shall assign a replacement person.

b. **Long term absences.** In the event that a Crossing Guard is absent for more than three (3) consecutive days, representatives of the City and School District shall confer on a plan to replace the Crossing Guard.

6. **Independent Contractor.** The City shall be providing services to the School District as an independent contractor, and any and all services performed by Crossing Guards under this Agreement shall be performed in such capacity. Crossing Guards shall not hold themselves out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance

benefits, social security coverage, disability benefits, or retirement membership or credit. As the Crossing Guards' employer, the City shall comply with all Federal, State, and local laws rules and regulations. The City shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government City having jurisdiction over the City or its relationship with the School District. The City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. Crossing Guards assigned to the School District are under the direct supervision of the command officers of the City of Oneida Police Department. The School District shall have no ability to control the manner, means, details or methods by which the Crossing Guards, City of Oneida Police Department, or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

7. **Confidentiality.** The parties agree that all information exchanged is considered confidential and will be used only for the purpose outlined in the Agreement, unless otherwise required by law.
8. **Indemnification.**
 - a. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the City, its officers, employees or agents, the School District shall indemnify and hold harmless the City, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School District; and the School District shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.
 - b. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the School District, its officers, employees or agents, the City shall indemnify and hold harmless the School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the City, any Crossing Guard, or third parties under the direction or control of the City; and the City shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.
9. **Insurance.** The City of Oneida Police Department maintains Excess General Liability and Automobile Liability Insurance with New York Municipal Insurance Reciprocal, at a limit of \$5,000,000 in excess of underlying General Liability (\$1,000,000/\$3,000,000) and Automobile Liability policies with limits of \$1,000,000 per occurrence. The School District and its officers,

employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages. The City of Oncida Police Department shall provide proof of statutory coverage in compliance with New York State Workers' Compensation Law and a copy of the applicable Additional Insured endorsement form evidencing the coverage outlined herein.

10. **Records Retention.** The parties agree that the City will maintain all records in connection with this Agreement for a period of four (4) years, and make such records available for audit by the New York State Department of Education and New York State Audit and Control upon request. Upon the School District's request for any such records, the City shall provide copies within a reasonable amount of time.
11. **Non-Appropriation.** Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such event, the School District shall be under no further obligation to the City other than payment for cost of services actually provided prior to termination and in no event will the City be responsible for any actual or consequential damages as a result of termination.
12. **Governing Law.** The Agreement shall be construed and interpreted in accordance with the laws of New York State.
13. **Assignment.** This Agreement may not be assigned by either party.
14. **Interpretation.** The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.
15. **Waiver.** The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.
16. **Applicability.** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.
17. **New York Education Law Section 2-d Addenda:** The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:
 - Addendum A: Parents' Bill of Rights for Data Privacy and Security
 - Addendum B: Parents' Bill of Rights – Supplemental Information Addendum
 - Addendum C: City's Data Security and Privacy Plan

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY

ONEIDA CITY SCHOOL DISTRICT



Steven Lowell, Chief of Police

Superintendent Matthew Carpenter

Date _____, 2024

Date 11/6, 2024

SEAL

SEAL

Addendum A

DISTRICT'S PARENTS' BILL OF RIGHTS

The Oneida City School District seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

The Oneida City School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the Oneida City School District has posted this Parents' Bill of Rights for Data Privacy and Security.

A student's personally identifiable information cannot be sold or released for any commercial purposes.

Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policy 7061. You may access this Policy from the District's website.

State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewall s, and password protection, must be in place when data is stored or transferred.

A complete list of all student data elements collected by the State is available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234. __

Addendum B

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by the City of Oneida Police Department (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the Oneida City School District (the “School District”) commencing September 1, 2022 and expiring on June 30, 2023 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in the format in which it was received and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required by the above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored on Contractor’s services with security measures required by applicable law. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Oneida City School District (hereinafter "School District") (hereinafter and _____ the City of Oneida Police Department ("Contractor") entered into an agreement dated _____ (hereinafter "Agreement") for _____ (hereinafter "Services").

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

[Insert Here]

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

[Insert Here]

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

- d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

[Insert Here]

5. Subcontractors (choose one and delete the other):

☐ Contractor shall not utilize sub-contractors.

☐ Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

[Insert Here]

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

[Insert Here]

7. Termination of Agreement.

Within [Insert Here] days of termination or expiration of the agreement without renewal, Contractor shall delete all personally identifiable information.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data

Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto agrees to all duties and obligations under Addendum A-C.

Signature

Title

Date

14. AGREEMENTS-HYDRANT AGREEMENTS

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize the City Manager to sign the following 2025-2029 Hydrant Agreements.

- Oneida Health Care Hydrant Agreement
- NYS Troop D Hydrant Agreement
- Oneida Towers Hydrant Agreement

Ayes:

Nays:

MOTION CARRIED/FAILED

2025-2029 NYS Troop D Headquarters Hydrant Agreement

THIS AGREEMENT, MADE THIS 5 DAY OF NOVEMBER, 2024
by and between the **CITY OF ONEIDA**, 109 N. Main Street, Oneida New York, a municipal corporation duly formed under the laws of the State of New York, hereinafter referred to as the "CITY" and New York State Police, 261 Genesee Street, Oneida New York, duly incorporated under the laws of the State of New York, hereinafter referred to as the "OWNER",

WITNESSETH:

That the parties hereto in consideration of the covenants and agreements hereinafter contained, do hereby covenant and agree each with the other as follows:

- 1 The CITY will keep and maintain the private fire hydrants located within the OWNER's property, at **261 Genesee Street**, Oneida, in a proper state of repair at all time as covered in this agreement.
- 2 Services to be provided by the CITY:
 - a. Annual inspection of hydrant.
 - b. Winterize hydrants.
 - c. Repair defects found during annual inspection.
 - d. Repair to hydrants after notification of defects by OWNER, except for repairs excluded below.
- 3 Services not provided as part of this agreement:
 - a. Removal of snow, grass or other debris surrounding hydrants. The OWNER represents it shall arrange to have its hydrants promptly and regularly cleared of snow at OWNER's expense.
 - b. Repairs required to hydrants as a result of vehicle impacts or snow removal operations.
 - c. Relocating or adjustments to hydrants.
- 4 The CITY shall bear the cost and expense of all routine, ordinary repairs to and maintenance of hydrants that the CITY deems necessary in order to provide for the safe and reliable use of the hydrants. At its option, the CITY may undertake repairs not provided for herein, upon providing the OWNER with a written estimate for the work and written acceptance thereof by the OWNER.
- 5 The CITY shall have the right to enter upon the premises of the OWNER with work crews and equipment to affect the purposes of this agreement and to excavate in the OWNER's property for the purpose of repairing the fire hydrant. The CITY shall return any areas disturbed by the CITY to substantially the same conditions as existed prior to said disturbance by the CITY.
- 6 The OWNER covenants and agrees to pay an annual hydrant charge to the CITY for the

2025-2029 NYS Troop D Headquarters Hydrant Agreement

maintenance and inspection of the hydrants on OWNER's property, to be determined as follows:

The hydrant tax raised in the CITY on an annual basis will be divided by the total number of hydrants in the CITY Water Supply System exclusive of hydrants maintained under contract, to arrive at a per unit hydrant cost. This per unit hydrant cost will be multiplied by the number of hydrants presently on the OWNER's property, to arrive at the annual Hydrant charge for the OWNER.

A bill for the hydrant charge will be issued by the CITY on or about January 1st of each year, with payment due in full not later than March 1st of the year the bill is presented to the OWNER. In the event that the OWNER fails to pay the bill in full by March 1st as required, then the CITY shall have the right to terminate this agreement immediately with no further obligations thereunder.

- 7 OWNER understands and agrees that the rules and regulations of the Water Department of the City of Oneida, including any changes therein that may hereafter be made, shall apply to the use of the hydrants on OWNER's property.
- 8 The CITY undertakes only to perform the services set forth herein. The OWNER retains the full responsibility for the operation of the private distribution system. The CITY makes no representations, warranties or guaranties of any kind regarding the design, installation, operation and maintenance of OWNER's private water system, or the quality and quantity of water that shall pass through said private water system to the hydrant. The OWNER assumes all responsibility for its private water system and for any failure to deliver water or sufficient water through OWNER's system to the hydrant.

In lieu of maintaining insurance regarding the referenced Agreement, the State may self-retain as to such risks. With respect to self-retention, the State represents that it has the full resources of its taxing power to respond to any claims for liabilities which may arise during the term of the subject lease, provided, however, that the State's obligations with respect to any such claims are subject to the availability of lawful appropriations thereof as required by Section 41 of the New York State Finance Law.

Provisions concerning the State's responsibility for any claims for liability as may arise during the term of this lease are set forth in the New York State Court of Claims Act and any damages arising from such liability shall issue from the New York State Court of Claims Fund or any applicable, annual appropriation of the Legislature of the State of New York.

- 9 The term of this agreement shall continue and remain in full force and effect for the period of four (5) years, from the 1st day of January 2025 through December 31, 2029

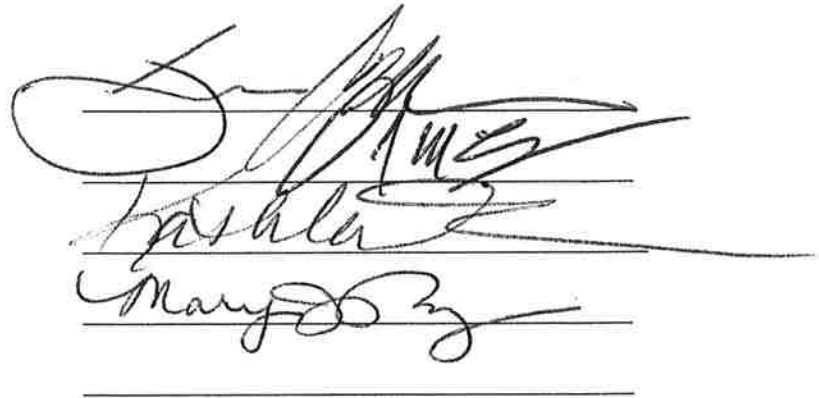
2025-2029 NYS Troop D Headquarters Hydrant Agreement

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

BY _____
Kyle Lovell, City Manager



Water Commissioners
City of Oneida, New York

THE STATE OF NEW YORK

SEAL

BY P. K. [Signature]

Title Captain - NYS P

2025-2029 NYS Troop D Headquarters Hydrant Agreement

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the ____ day of _____, in the year 20__, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **City Manager of the City of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By _____
Notary Public
Appointed in Madison County
My Commission Expires ____/____/____

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 5 day of NOVEMBER, in the year 2024, before me, the undersigned, personally appeared Paul Kurapatowski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as
(Title) Captain, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

THERESA A. BARGABOS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01BA6316021
Qualified in Oneida County
Commission Expires 12/08/2026

By Theresa A. Bargabos
Notary Public
Appointed in Madison County
My Commission Expires 12/08/2026

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 14 day of November, in the year 2024, before me, the undersigned, personally appeared **Kathy Erdo, Mary Parry, Dave Cimpi, Jim Chamberlain**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Member of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

Monique Anne Ludwig
Notary Public, State of New York
Qualified in Madison County
No. 01LU0026063
Commission Expires June 21, 2028

By Monique Anne Ludwig
Notary Public
Appointed in Madison County
My Commission Expires 06/21/2028

2025-2029 Oneida Health Care Hydrant Agreement

THIS AGREEMENT, MADE THIS 12 DAY OF November, 2024
by and between the **CITY OF ONEIDA**, 109 N. Main Street, Oneida New York, a municipal corporation duly formed under the laws of the State of New York, hereinafter referred to as the "CITY" and the **ONEIDA HEALTHCARE CENTER**, 321 Genesee Street, Oneida New York, duly incorporated under the laws of the State of New York, hereinafter referred to as the "OWNER",

WITNESSETH:

That the parties hereto in consideration of the covenants and agreements hereinafter contained, do hereby covenant and agree each with the other as follows:

- 1 The CITY will keep and maintain the private fire hydrants located within the OWNER's property, at **321 Genesee Street**, Oneida, in a proper state of repair at all time as covered in this agreement.
- 2 Services to be provided by the CITY:
 - a. Annual inspection of hydrant.
 - b. Winterize hydrants.
 - c. Repair defects found during annual inspection.
 - d. Repair to hydrants after notification of defects by OWNER, except for repairs excluded below.
- 3 Services not provided as part of this agreement:
 - a. Removal of snow, grass or other debris surrounding hydrants. The OWNER represents it shall arrange to have its hydrants promptly and regularly cleared of snow at OWNER's expense.
 - b. Repairs required to hydrants as a result of vehicle impacts or snow removal operations.
 - c. Relocating or adjustments to hydrants.
- 4 The CITY shall bear the cost and expense of all routine, ordinary repairs to and maintenance of hydrants that the CITY deems necessary in order to provide for the safe and reliable use of the hydrants. At its option, the CITY may undertake repairs not provided for herein, upon providing the OWNER with a written estimate for the work and written acceptance thereof by the OWNER.
- 5 The CITY shall have the right to enter upon the premises of the OWNER with work crews and equipment to effect the purposes of this agreement and to excavate in the OWNER's property for the purpose of repairing the fire hydrant. The CITY shall return any areas disturbed by the CITY to substantially the same conditions as existed prior to said disturbance by the CITY.
- 6 The OWNER covenants and agrees to pay an annual hydrant charge to the CITY for the

2025-2029 Oneida Health Care Hydrant Agreement

maintenance and inspection of the hydrant on OWNER's property, to be determined as follows:

The hydrant tax raised in the CITY on an annual basis will be divided by the total number of hydrants in the CITY Water Supply System exclusive of hydrants maintained under contract, to arrive at a per unit hydrant cost. This per unit hydrant cost will be multiplied by the number of hydrants presently on the OWNER's property, to arrive at the annual Hydrant charge for the OWNER.

A bill for the hydrant charge will be issued by the CITY on or about January 1st of each year, with payment due in full not later than March 1st of the year the bill is presented to the OWNER. In the event that the OWNER fails to pay the bill in full by March 1st as required, then the CITY shall have the right to terminate this agreement immediately with no further obligations thereunder.

- 7 OWNER understands and agrees that the rules and regulations of the Water Department of the City of Oneida, including any changes therein that may hereafter be made, shall apply to the use of the hydrants on OWNER's property.
- 8 The CITY undertakes only to perform the services set forth herein. The OWNER retains the full responsibility for the operation of the private distribution system. The CITY makes no representations, warranties or guaranties of any kind regarding the design, installation, operation and maintenance of OWNER's private water system, or the quality and quantity of water that shall pass through said private water system to the hydrant. The OWNER assumes all responsibility for its private water system and for any failure to deliver water or sufficient water through OWNER's system to the hydrant; and OWNER expressly agrees that it shall indemnify and hold the CITY harmless from any claims or other matters related thereto. The OWNER shall provide and maintain insurance, to protect and indemnify the CITY from any and all liability or claims for injury or damage to third persons or property which may be alleged to have arisen from or to have been caused as a result of actions of the CITY, excepting the active negligence of the CITY. Liability and property damage insurance policies will 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

All insurance shall be provided by an insurance company licensed to do business in New York State. The OWNER shall provide the CITY with certified copies of the policies required to be maintained by this agreement. The policies shall be endorsed to provide 15 days prior written notice of cancellation or changes to any policy to the CITY. The OWNER shall name the CITY as an additional insured by endorsement on an unrestricted primary and non-contributory basis on all lines of coverage.

- 9 The term of this agreement shall continue and remain in full force and effect for the period of five (5) years, from the 1st day of January 2025 through December 31, 2029

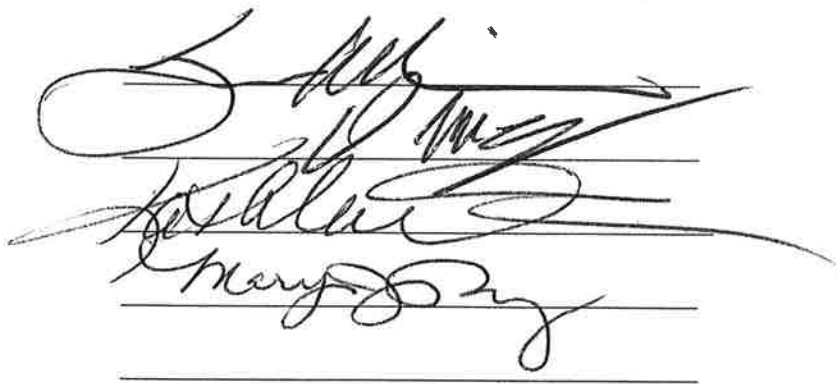
2025-2029 Oneida Health Care Hydrant Agreement

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

BY _____
Kyle Lovell, City Manager

Three handwritten signatures in black ink, each written over a horizontal line. The signatures are cursive and stylized. The first signature is the largest and most prominent, followed by two smaller ones below it.

Water Commissioners
City of Oneida, New York

Oneida Healthcare Center

SEAL

BY _____
Felissa Koernig, C.E.Q.

2025-2029 Oneida Health Care Hydrant Agreement

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

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

By _____

Notary Public

Appointed in Madison County

My Commission Expires ____/____/____

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 12 day of November, in the year 202__, before me, the undersigned, personally appeared **Felissa Koernig**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **C.E.O. of Oneida Healthcare Center**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By Kelly T. Strauss

Notary Public

Appointed in Madison County

My Commission Expires 10/23/2025

KELLY T. STRAUSS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ST6366098

QUALIFIED IN MADISON COUNTY
COMMISSION EXPIRES OCT. 23, 2025

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 14 day of November, in the year 2024, before me, the undersigned, personally appeared **Kathy Erdo, Mary Parry, Dave Cimpi, Jim Chamberlain**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Member of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By Monique Anne Ludwig

Notary Public

Appointed in Madison County

My Commission Expires 06/21/2028

Monique Anne Ludwig
Notary Public, State of New York
Qualified in Madison County
No. 01LU0026063
Commission Expires June 21, 2028

2025-2029 Oneida Towers Hydrant Agreement

THIS AGREEMENT, MADE THIS 13 DAY OF November, 2024
by and between the **CITY OF ONEIDA**, 109 N. Main Street, Oneida New York, a municipal corporation duly formed under the laws of the State of New York, hereinafter referred to as the "CITY" and the **City of Oneida Housing Authority**, located in Oneida New York, duly incorporated under the laws of the State of New York, hereinafter referred to as the "OWNER",

WITNESSETH:

That the parties hereto in consideration of the covenants and agreements hereinafter contained, do hereby covenant and agree each with the other as follows:

- 1 The CITY will keep and maintain the private fire hydrants located within the OWNER's property, at **226 Farrier Ave**, Oneida, in a proper state of repair at all time as covered in this agreement.
- 2 Services to be provided by the CITY:
 - a. Annual inspection of hydrant.
 - b. Winterize hydrants.
 - c. Repair defects found during annual inspection.
 - d. Repair to hydrants after notification of defects by OWNER, except for repairs excluded below.
- 3 Services not provided as part of this agreement:
 - a. Removal of snow, grass or other debris surrounding hydrants. The OWNER represents it shall arrange to have its hydrants promptly and regularly cleared of snow at OWNER's expense.
 - b. Repairs required to hydrants as a result of vehicle impacts or snow removal operations.
 - c. Relocating or adjustments to hydrants.
- 4 The CITY shall bear the cost and expense of all routine, ordinary repairs to and maintenance of hydrants that the CITY deems necessary in order to provide for the safe and reliable use of the hydrants. At its option, the CITY may undertake repairs not provided for herein, upon providing the OWNER with a written estimate for the work and written acceptance thereof by the OWNER.
- 5 The CITY shall have the right to enter upon the premises of the OWNER with work crews and equipment to affect the purposes of this agreement and to excavate in the OWNER's property for the purpose of repairing the fire hydrant. The CITY shall return any areas disturbed by the CITY to substantially the same conditions as existed prior to said disturbance by the CITY.
- 6 The OWNER covenants and agrees to pay an annual hydrant charge to the CITY for the

2025-2029 Oneida Towers Hydrant Agreement

maintenance and inspection of the hydrants on OWNER's property, to be determined as follows:

The hydrant tax raised in the CITY on an annual basis will be divided by the total number of hydrants in the CITY Water Supply System exclusive of hydrants maintained under contract, to arrive at a per unit hydrant cost. This per unit hydrant cost will be multiplied by the number of hydrants presently on the OWNER's property, to arrive at the annual Hydrant charge for the OWNER.

A bill for the hydrant charge will be issued by the CITY on or about January 1st of each year, with payment due in full not later than March 1st of the year the bill is presented to the OWNER. In the event that the OWNER fails to pay the bill in full by March 1st as required, then the CITY shall have the right to terminate this agreement immediately with no further obligations thereunder.

- 7 OWNER understands and agrees that the rules and regulations of the Water Department of the City of Oneida, including any changes therein that may hereafter be made, shall apply to the use of the hydrants on OWNER's property.
- 8 The CITY undertakes only to perform the services set forth herein. The OWNER retains the full responsibility for the operation of the private distribution system. The CITY makes no representations, warranties or guaranties of any kind regarding the design, installation, operation and maintenance of OWNER's private water system, or the quality and quantity of water that shall pass through said private water system to the hydrant. The OWNER assumes all responsibility for its private water system and for any failure to deliver water or sufficient water through OWNER's system to the hydrant; and OWNER expressly agrees that it shall indemnify and hold the CITY harmless from any claims or other matters related thereto. The OWNER shall provide and maintain insurance, to protect and indemnify the CITY from any and all liability or claims for injury or damage to third persons or property which may be alleged to have arisen from or to have been caused as a result of actions of the CITY, excepting the active negligence of the CITY. Liability and property damage insurance policies will 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

All insurance shall be provided by an insurance company licensed to do business in New York State. The OWNER shall provide the CITY with certified copies of the policies required to be maintained by this agreement. The policies shall be endorsed to provide 15 days prior written notice of cancellation or changes to any policy to the CITY. The OWNER shall name the CITY as an additional insured by endorsement on an unrestricted primary and non-contributory basis on all lines of coverage.

- 9 The term of this agreement shall continue and remain in full force and effect for the period of three (5) years, from the 1st day of January 2025 through December 31, 2029.

2025-2029 Oneida Towers Hydrant Agreement

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

BY _____
Kyle Lovell, City Manager

Water Commissioners
City of Oneida, New York

Oneida Housing Authority

SEAL

BY  _____
Bob Walters, Executive Director

2025-2029 Oneida Towers Hydrant Agreement

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

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

By _____
Notary Public
Appointed in Madison County
My Commission Expires ____/____/____


STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 13 day of November, in the year 2024, before me, the undersigned, personally appeared **Bob Walters**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Executive Director City of Oneida Housing Authority**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

AUDREY A. GERRARD
Notary Public, State of New York
Reg. No. 01GE6067629
Qualified in Oneida County
Commission Expires Dec. 10, 2025

By 
Notary Public
Appointed in Madison County
My Commission Expires 12/10/2025

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the _____ day of _____, in the year 202____, before me, the undersigned, personally appeared **Kathy Erdo, Mary Parry, Dave Cimpi, Jim Chamberlain**, , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Member of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By _____
Notary Public
Appointed in Madison County
My Commission Expires ____/____/____

15. WATER BOARD RECOMMENDATION-REFUND (ST. PAULS UNITED METHODIST CHURCH)

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, to approve a refund of \$300 for Account No. 20-077001-00 (St. Paul's United Methodist Church), 551 Sayles Street, due to a water meter not being installed in time for the garden that gives back to the community per the Water Board Recommendation.

Ayes:

Nays:

MOTION CARRIED/FAILED

16. BOARD APPOINTMENT-PLANNING COMMISSION/ZBA

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, to approve the Mayor's appointment of David Scholl to the Planning Commission/ZBA for a 7-year term.

Ayes:

Nays:

MOTION CARRIED/FAILED

17. AGREEMENT-HYDRANT AGREEMENT

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize the City Manager to sign the following 2025-2034 Hydrant Agreement.

- Oneida Castle Hydrant Agreement

Ayes:

Nays:

MOTION CARRIED/FAILED

2025-2034 ONEIDA CASTLE AGREEMENT

1 of 4

10/30/24

THIS AGREEMENT, MADE THIS 11 DAY OF November, 2024
by and between the **CITY OF ONEIDA**, a municipal corporation located in the County of Madison, State of New York, hereinafter referred to as the "CITY", and the **VILLAGE OF ONEIDA CASTLE**, a municipal corporation located in the Town of Vernon, County of Oneida, New York, hereinafter referred to as the "DISTRICT",

WITNESSETH:

That the parties hereto in consideration of the covenants and agreements hereinafter contained, do hereby covenant and agree each with the other as follows:

- 1 The CITY will keep and maintain its water mains and other property located within the Village of Oneida Castle in a proper state of repair at all times and will properly fill all trenches dug for the purpose of laying or repairing water mains.
- 2 The CITY is to and shall have the perpetual right to excavate the streets of the DISTRICT for the purpose of repairing, relaying and extending the water mains and water pipes.
- 3 All private users of water are to bear the expense of tapping the mains and constructing lines of service pipe from the mains to their respective residences and other property and all such work shall be done under the direction of the authorities of the CITY.
- 4 The DISTRICT covenants and agrees to pay to the City a charge for the maintenance and inspection of hydrants in the DISTRICT (the "Hydrant Charge"), to be determined as follows: The hydrant tax raised in the City on a annual basis will be divided by the total number of hydrants in the City Water Supply System, to arrive at a per unit hydrant cost. This per unit hydrant cost will be multiplied by the number of hydrants presently in the DISTRICT and added to fifty-five percent (55%) of the projected following years property taxes paid by the CITY on facilities in the DISTRICT, less any over/under projecting from the previous year, to arrive at the annual Hydrant Charge for the DISTRICT. The DISTRICT covenants and agrees to pay to the CITY the Hydrant Charge in equal quarterly installments on the first day of January, April, July and October of each year.
- 5 It is further understood and agreed between the parties hereto that the rates, rules and regulations of the Water Department of the City of Oneida including any changes therein that may hereafter be made shall apply to the private users of water and the Village of Oneida Castle who receive their supply of water and are serviced by the hydrant system established by the City of Oneida. That the CITY is to have the right of turning off water for those customers who refuse to pay therefor and to bring suit against them for recovery of any amounts that they may owe and shall have the right to refuse to supply water to any property until all claims for water supplied have been paid.
- 6 It is further understood and agreed between the parties hereto that in the event that the Village of Oneida Castle shall in the future install a system of sewerage, then in that event, the CITY covenants and agrees to furnish the necessary water for flushing the sewers at a price to be hereafter agreed upon by the parties.

2025-2034 ONEIDA CASTLE AGREEMENT

2 of 4

10/30/24

- 7 The CITY covenants and agrees to furnish water for any other municipal purpose to the DISTRICT at a price to be hereafter agreed upon, subject to there being sufficient quantity of water from CITY for such purpose.
- 8 It is further understood and agreed that the water mains, hydrants, connections and other property connected with the water project that may be installed by the CITY in the Village of Oneida Castle are to be and remain the sole property of the CITY and to be at all times under its control.
- 9 The DISTRICT hereby grants unto the CITY the right and privilege of constructing such water mains, including the main for the supply of the Sherrill-Kenwood Water District, through the streets of Oneida Castle, and the right and privilege of installing such hydrants, the number to be designated by the DISTRICT, such rights and privileges to be perpetual.
- 10 The DISTRICT further covenants and agrees to procure perpetual franchises from the Village of Oneida Castle and the Town of Vernon, allowing the CITY to construct the water plant hereinbefore described in said Village and adjacent parts of the Town of Vernon, and to lay its water mains along the side of Seneca Avenue from the point where Seneca Avenue enters Oneida Castle in an easterly direction to the point where Seneca Avenue crosses the easterly boundary of said Village.
- 11 It is understood and agreed between the parties hereto that the CITY shall not be in any way responsible to the DISTRICT or any of the inhabitants of DISTRICT for damages that may be sustain by DISTRICT or any of its inhabitants through the failure of CITY to deliver an adequate supply of water to DISTRICT or its inhabitants caused by the failure of the water supply of CITY through the breaking of its water mains, its reservoirs, dams, or by any other occurrence.
- 12 This agreement will automatically become subject to renegotiations as to future payments due CITY whenever the CITY starts formal proceedings relating to the construction of water supply system capital improvements, which are of such a nature as to be of direct benefit to DISTRICT as well as CITY and which will require an increase in consumer water rates in the City of Oneida.
- 13 It is further understood and agreed that the DISTRICT will notify the CITY of new water consumers, other than residents, who might use over five thousand (5,000) gallons per day, application for such amount to first be approved by CITY.
- 14 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 DISTRICT:

Mayor John Deschamps Jr., or his successor
PO Box 275
Oneida Castle NY 13421

2025-2034 ONEIDA CASTLE AGREEMENT

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10/30/24

If to the CITY:

City Manager Kyle Lovell, or his successor
109 North Main Street
Oneida, NY 13421

- 15 This agreement between the CITY and the DISTRICT shall remain in effect for a period of ten (10) years, commencing the 1st day of January, 2025 and ending and terminating on the 31st day of December, 2034

IN WITNESS WHEREOF, a majority of the Board of Water Commissioners of the City of Oneida have, 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

BY _____
Kyle Lovell, City Manager

Water Commissioners
City of Oneida, New York

THE VILLAGE OF ONEIDA CASTLE,
NEW YORK

SEAL

BY 
Mayor Oneida Castle

2025-2034 ONEIDA CASTLE AGREEMENT

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10/30/24

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the ____ day of _____, in the year 201__, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **City Manager of the City of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By _____

Notary Public

Appointed in Madison County

My Commission Expires ____/____/____

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 11 day of November, in the year 2024, before me, the undersigned, personally appeared **John Deschamps, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Mayor of the Village of Oneida Castle**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

JEAN F. CANADA
Notary Public, State of New York
No. 01CA6299393
Qualified in Oneida County
Commission Expires March 24, 2026

By Jean Canada
Notary Public
Appointed in Madison County Oneida (JC)
My Commission Expires 3/24/2026

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the ____ day of _____, in the year 201__, before me, the undersigned, personally appeared **Kathy Erdo, Mary Parry, Dave Cimpi, Jim Chamberlain**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Members of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By _____

Notary Public

Appointed in Madison County

My Commission Expires ____/____/____

NEW BUSINESS:

**BUDGET WORK SESSION
FINAL WRAP-UP MEETING**

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