



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

AGENDA

Date:	November 8, 2023	Presiding:	Helen B. Acker, Mayor
Time:	6:30 p.m.	Clerk:	Sandy LaPera, City Clerk
Location:	Common Council Chambers	Meeting Type:	Regular <input checked="" type="checkbox"/> Special <input type="checkbox"/>

Call to Order/Pledge of Allegiance/Roll Call

PUBLIC HEARING: Proposed Local Law to amend Chapter 165 of the Code of the City of Oneida to add a new Article X, titled "Solar and Wind Energy Systems; Farm Waste Energy Systems," pursuant to Real Property Tax Law §487

PUBLIC HEARING: Proposed Local Law overriding the Tax Levy limit established in General Municipal Law §3-C in the City of Oneida

PUBLIC COMMENT: Limited to 3 minutes

OLD BUSINESS:

Approval of the Minutes: October 17, 2023

Approval of Warrant: 21

Item	Title	Facilitator
1.	MISC. UTILITY BILLING: receive and place on file the City of Oneida Miscellaneous Utility Billing for unpaid service charges, water rents and sewer taxes; authorize the charges in the 2023 assessment roll to be relieved onto the 2024 tax roll, and schedule a Public Hearing for Tuesday, November 21, 2023, at 6:30p.m. in Common Council Chambers, 109 N. Main St. Oneida	ROWE
2.	2024 MAYOR'S BUDGET: receive and place on file the 2024 City of Oneida Mayor's Budget and schedule a Public Hearing for Tuesday, November 21, 2023, at 6:30p.m. in Common Council Chambers, 109 N. Main St., Oneida	MAYOR
3.	EXTEND CONTRACT: approve to extend the contract with William DiPaolo Inc, D/B/A Entertainment Services, to provide Management Services at the Kallet until April 30, 2024	MAYOR

Item	Title	Facilitator
4.	RECOMMENDATION OF AWARDS: approve the Recommendation of Award to Dudley Construction (Contract No. 1G) and the Recommendation of Award to Patricia Electric (Contract No. 1E) for Lake Street Pump Station Improvements	ROWE
5.	BUDGET TRANSFERS/AMENDMENTS: approve the Budget Transfers and Amendments as outlines by the Comptroller	WELLS
6.	ADVERTISE FOR BIDS: authorize the Purchasing Agent to advertise for bids for Higinbotham Brook Culvert Replacement (Phase 1)	ROWE
7.	ADVERTISE FOR BIDS: authorize the Purchasing Agent to advertise for bids for Chlorine (Liquid and Gas), Liquid Aluminum Sulfate and Zinc Orthophosphate & Poly Orthophosphate for the Water Department	MONAGHAN
8.	CELLULAR PHONE POLICY: receive and place on file the Employees Acknowledgement and Understanding of the Cellular Telephone Administrative Policy from Brian Rose, Assistant Codes Enforcement Officer, and further approve the Cellular Telephone Request Form from said employee	WELLS
9.	APPROVE CONTRACT EXTENSIONS: approve 1-year contract extension option for WWTP Chemicals and Lab Services from Kemira, SNF Polydyne Inc, Carus, LLC and Certified Environmental Services, Inc.	ROWE
10.	INTRODUCE LOCAL LAW: introduce a Local Law amending Chapter 147 of the Code of the City of Oneida regarding Solid Waste and Disposal and schedule a Public Hearing for Tuesday, November 21, 2023	BURNETT

NEW BUSINESS

BUDGET MEETING (WORK SESSION): Codes and Planning

**MINUTES OF THE COMMON COUNCIL
REGULAR MEETING
NOVEMBER 8, 2023**

A meeting of the Common Council of the City of Oneida, NY was held on the eighth day of November 2023 at 6:30 pm at the City of Oneida Common Council Chambers, 109 N. Main Street, Oneida NY 13421.

The meeting was called to order by Mayor Helen Acker

<u>Attendees</u>	Present	Absent	Arrived Late
Mayor Acker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Szczerba	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Laureti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Rossi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Kinville	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Pagano	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Councilor Simchik	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____

Also Present

City Attorney Nadine Bell	<input type="checkbox"/>	Fire Chief Scott Jones	<input type="checkbox"/>
City Clerk Sandy LaPera	<input type="checkbox"/>	Police Chief Steve Lowell	<input type="checkbox"/>
City Engineer Jeff Rowe	<input type="checkbox"/>	Public Safety Com. Kevin Salerno	<input type="checkbox"/>
Codes Director Bob Burnett	<input type="checkbox"/>	Other _____	<input type="checkbox"/>
Comptroller Lee Ann Wells	<input type="checkbox"/>	Other _____	<input type="checkbox"/>

Call to Order/Pledge of Allegiance/Roll Call

PUBLIC HEARING: Proposed Local Law to amend Chapter 165 of the Code of the City of Oneida to add a new Article X, titled "Solar and Wind Energy Systems; Farm Waste Energy Systems," pursuant to Real Property Tax Law §487.

OPEN PUBLIC HEARING

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

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing to amend Chapter 165 of the Code of the City of Oneida to add a new Article X, titled "Solar and Wind Energy Systems; Farm Waste Energy Systems," pursuant to Real Property Tax Law §487 be hereby opened at ____p.m.

Ayes:

Nays:

MOTION CARRIED

APPEARANCES

CLOSE PUBLIC HEARING

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

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Seconded by Councilor

RESOLVED, that the Public Hearing to amend Chapter 165 of the Code of the City of Oneida to add a new Article X, titled "Solar and Wind Energy Systems; Farm Waste Energy Systems," pursuant to Real Property Tax Law §487 be hereby closed at ____p.m.

Ayes:

Nays:

MOTION CARRIED

PUBLIC HEARING: Proposed Local Law to override the Tax Levy limit established in General Municipal Law §3-C in the City of Oneida.

OPEN PUBLIC HEARING

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

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing on a Proposed Local Law overriding the Tax Levy limit established in General Municipal Law §3-C in the City of Oneida by hereby opened at _____ p.m.

Ayes:

Nays:

MOTION CARRIED

APPEARANCES

CLOSE PUBLIC HEARING

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

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing on a Proposed Local Law overriding the Tax Levy limit established in General Municipal Law §3-C in the City of Oneida by hereby closed at _____ p.m.

Ayes:

Nays:

MOTION CARRIED

PUBLIC COMMENT:
OLD BUSINESS:

APPROVAL OF MINUTES

Moved by Councilor
Seconded by Councilor

RESOLVED, that the minutes of the regular meeting of October 17,2023 are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED

APPROVAL OF WARRANT

Moved by Councilor
Seconded by Councilor

RESOLVED, that Warrant No. 21, checks and ACH payments in the amount of \$601,138.08 as audited by the Voucher Committee are hereby approved for payment in the usual manner at the discretion of the Comptroller.

Ayes:

Nays:

MOTION CARRIED

WARRANT	21
DATE:	November 8, 2023

FUND		PAYMENT NUMBER (S)	AMOUNT
Capital		4830-4833	\$ 62,489.76
DRI Fund	031	1001	\$ 1,550.00
Fund	027		
ARPA Fund	030	1282-1283	\$ 2,151.74
Current Funds		72999-73103	\$ 529,091.59
ACH			\$ 5,854.99

WARRANT #1 TOTAL	\$ 601,138.08
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Oneida, NY

Expense Approval Report By Fund

Payment Dates 10/27/2023 - 11/8/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
HUMANA INS CO OF NY	73000	11/01/2023	NOV 23	001.9060.0805.0000	23,953.71
EXCELLUS BLUECROSS BLUESH...72999		11/01/2023	NOV 23	001.9060.0805.0000	220,471.47
WELLNOW UC - CANAL STREET 73101		11/08/2023	NEW POLICE OFFICER	001.3120.0413.0000	260.00
Motorola Solutions, Inc 73067		11/08/2023	1 Mobile Radio	001.3120.0300.0000	792.65
Motorola Solutions, Inc 73067		11/08/2023	1 Mobile Radio	001.3120.0403.0000	397.82
Motorola Solutions, Inc 73067		11/08/2023	1 Mobile Radio	001.3120.0416.0000	170.53
SIRCHIE ACQUISITION COMP... 73088		11/08/2023	Nark 20032 Mollies	001.3120.0300.0000	19.82
Quality Inn DFT0004154		11/08/2023	hotel for sewer inspection trai...	001.5010.0413.0000	288.00
LOWE'S HOME IMPROVEMEN... 73059		11/08/2023	CO ALARM	001.3410.0438.0000	20.88
JEFFREY ROWE 73049		11/08/2023	20 BAILS OF HAY	001.5110.0300.0000	60.00
BUD HUBBARD SIGNS 73017		11/08/2023	LETTER NEW TRUCK	001.5132.0303.0000	100.00
STEP 2 COMPANY LLC DFT0004155		11/08/2023	REPLACEMENT PARTS	001.7140.0300.0000	50.51
AMAZON WEB SERVICES, LLC. DFT0004145		11/08/2023	UNIFORM ITEM	001.3410.0317.0000	51.99
LOWE'S HOME IMPROVEMEN... 73059		11/08/2023	supplies	001.1620.0300.0000	43.92
PRIME PARTY DFT0004153		11/08/2023	decorations	001.7140.0403.2032	251.46
VERIZON 73098		11/08/2023	OCT 16 - NOV 15	001.1680.0403.0000	241.88
GODADDY DFT0004151		11/08/2023	SUBSCRIPTION	001.1680.0403.0000	22.17
LOWE'S HOME IMPROVEMEN... 73059		11/08/2023	BLANKET PO	001.7140.0300.0000	38.00
LOWE'S HOME IMPROVEMEN... 73059		11/08/2023	supplies	001.1620.0300.0000	61.49
HEATH WATERMAN 73044		11/08/2023	PUMPKINS	001.7140.0300.0000	50.00
AMAZON WEB SERVICES, LLC. DFT0004145		11/08/2023	Brooks- Cowles	001.3410.0317.0000	139.95
WAL-MART, INC. 73100		11/08/2023	BLANKET PO	001.7140.0300.0000	34.74
BUSH FURNITURE DFT0004146		11/08/2023	60"x24" Mahogany Credeza D...	001.8664.0401.0000	319.00
AMAZON WEB SERVICES, LLC. DFT0004145		11/08/2023	Vortex Optlcs Triumph Binocu...	001.3120.0317.0000	94.00
AMAZON WEB SERVICES, LLC. DFT0004145		11/08/2023	Nike Airmax Sneakers	001.3120.0317.0000	114.99
LOWE'S HOME IMPROVEMEN... 73059		11/08/2023	misc as needed	001.3410.0405.0000	19.92
TYLER ILES 73097		11/08/2023	Super Dux Insulated Jacket	001.3120.0317.0000	144.50
WAL-MART, INC. 73100		11/08/2023	BLANKET PO	001.7140.0200.0000	155.34
AMAZON WEB SERVICES, LLC. DFT0004145		11/08/2023	CORDLESS PHONE	001.7140.0200.0000	52.84
AMAZON WEB SERVICES, LLC. DFT0004145		11/08/2023	Apple Ipad 10th Generation	001.1680.0403.0000	449.99
AMAZON WEB SERVICES, LLC. DFT0004145		11/08/2023	On Wall Mount bracket	001.1680.0403.0000	114.59
ROME SENTINEL COMPANY 73085		11/08/2023	LEGAL NOTICES	001.1989.0400.0000	160.76
ROME SENTINEL COMPANY 73085		11/08/2023	LEGAL NOTICES	001.8020.0400.0000	35.78
LOWE'S HOME IMPROVEMEN... 73059		11/08/2023	SUPPLIES FOR HALLOWEEN P...	001.7140.0403.2014	187.01
WAL-MART, INC. 73100		11/08/2023	Candy and Supplies for Trunk ...	001.3120.0300.0000	198.30
LOWE'S HOME IMPROVEMEN... 73059		11/08/2023	Shelving	001.3410.0405.0000	568.10
AMAZON WEB SERVICES, LLC. DFT0004145		11/08/2023	ENTERTAINMENT - MIDDLE S...	001.7140.0403.2032	239.37
AMAZON WEB SERVICES, LLC. DFT0004145		11/08/2023	SUPPLIES FOR PRINT READING	001.1660.0300.0000	253.21
AMAZON WEB SERVICES, LLC. DFT0004145		11/08/2023	Jeffery- 2 sneakers/flashlight	001.3410.0317.0000	231.27
SCOTT JONES 73086		11/08/2023	SUPPLIES	001.3410.0407.0000	89.78
WAL-MART, INC. 73100		11/08/2023	BLANKET PO	001.7140.0200.0000	60.58
NATIONAL GRID 73069		11/08/2023	ELECTRIC	001.1620.0401.0000	5,577.49
TALAS SECURITY 73093		11/08/2023	GRANT	001.1680.0403.0000	4,250.00
LOWE'S HOME IMPROVEMEN... 73059		11/08/2023	supplies	001.7521.0404.0000	61.09
CITY OF SHERRILL 73024		11/08/2023	KENWOOD STREET LIGHTS	001.1620.0401.0000	205.93
GRANTMASTERS INC 73041		11/08/2023	2023 Asst to FF grant writing	001.3410.0403.0000	1,500.00
Daniel Moyer 73030		11/08/2023	Moyer station boots reimb	001.3410.0317.0000	119.85
WELLNOW UC - CANAL STREET 73101		11/08/2023	3RD Q RANDOM DRUG SCREE...	001.1430.0403.0000	220.00
DAVID SCRIBNER 73031		11/08/2023	PARTIAL REFUND ON HOOP ...	001.0017.2030.0000	15.00
HAR-ROB FIRE APPARATUS SE... 73043		11/08/2023	E291 & E292 pump/ladder test...	001.3410.0411.0000	3,444.50
HAR-ROB FIRE APPARATUS SE... 73043		11/08/2023	E291 & E292 pump/ladder test...	001.3410.0411.0000	966.00
NORTHERN GROUP 73071		11/08/2023	cement	001.5110.0314.0000	2,144.00
NORTHERN GROUP 73071		11/08/2023	concrete	001.5110.0314.0000	1,957.00

Expense Approval Report

Payment Dates: 10/27/2023 - 11/8/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
ATLAS FENCE	73008	11/08/2023	REMOVAL OF FENCE AT 140 ...	001.3650.0400.0000	785.00
SILVER CITY TIRE INC	73087	11/08/2023	tires	001.5132.0303.0000	344.43
RENTALS TO GO	73080	11/08/2023	PORT-A-JOHNS FOR THE PARK...	001.7140.0403.0000	185.00
RENTALS TO GO	73080	11/08/2023	PORT-A-JOHNS FOR THE PARK...	001.7140.0403.0000	185.00
CONTENTO'S	73026	11/08/2023	140 Madison Demolition	001.3650.0400.0000	88,500.00
EAGLE POINT GUN / TJ MORRI...	73034	11/08/2023	.45cal 230 gr FMJ Blazer Brass...	001.3120.0413.0000	1,560.00
EAGLE POINT GUN / TJ MORRI...	73034	11/08/2023	.45 cal 230gr/ +P Hollow Point...	001.3120.0413.0000	717.64
TOTAL SOLUTIONS	73095	11/08/2023	INSTALL INTERNET	001.1680.0403.0000	980.82
ADT Commercial	73003	11/08/2023	Annual Fire Alarm Inspection	001.7140.0403.0000	27.20
ADT Commercial	73003	11/08/2023	Annual Fire Alarm Inspection	001.7140.0403.0000	680.64
FASTENAL CO. INC.	73037	11/08/2023	parts and supplies	001.5132.0300.0000	33.35
MES NEW YORK	73063	11/08/2023	2 sets bunker gear	001.3410.0318.0000	6,303.51
DLG	73033	11/08/2023	Online Internal Affairs Training..	001.3120.0413.0000	695.00
CITY OF SHERRILL	73023	11/08/2023	HYDRANT TAX 2023	001.0001.0631.0000	69.14
ABSOLUTE AUCTIONS & REAL...	73001	11/08/2023	PROPERTY AUCTION 8/30/23	001.1989.0400.0000	1,196.82
NEW YORK STATE SOCIETY OF...	73070	11/08/2023	MEMBERSHIP	001.1315.0416.0000	80.00
GE SOFTWARE	73039	11/08/2023	EKOS fule site module software	001.5132.0403.0000	80.00
GE SOFTWARE	73039	11/08/2023	EKOS fule site module software	001.5132.0403.0000	80.00
R M DALRYMPLE COM INC	73079	11/08/2023	REPAIR CRACK IN DIESEL TANK	001.5132.0304.0000	713.13
DAVIS MECHANICAL SERV INC	73032	11/08/2023	PREVENTIVE MAINT/START UP..	001.7140.0403.0000	511.97
AMERICAN TEST CENTER	73005	11/08/2023	BUCKET TRUCK INSPECTION	001.3310.0300.0000	440.00
LOMBARDI & ASSOCIATES, LLC	73058	11/08/2023	Hluska Initial Issue Vest	001.3120.0317.0000	1,210.42
CITY OF SHERRILL	73024	11/08/2023	REIMBURSEMENT FOR LIGHTS...	001.7140.0403.2018	107.00
HAIX NORTH AMERICA, INC.	73042	11/08/2023	boots	001.3410.0318.0000	289.99
HAIX NORTH AMERICA, INC.	73042	11/08/2023	boots	001.3410.0318.0000	0.01
JEROME FIRE EQUIPMENT CO, ..	73050	11/08/2023	Radio Harness(8)	001.3410.0318.0000	329.60
ROME ENVIRONMENTAL SOL...	73084	11/08/2023	SAMPLES OF 140 MADISON ST	001.3650.0400.0000	1,470.00
MYERS AND COMPANY, LLC	73068	11/08/2023	ANNUAL INSPECTION OF FIRE ...	001.7521.0404.0000	90.00
TRACEY ROAD EQUIPMENT INC	73096	11/08/2023	PARTS AND REPAIRS	001.5132.0300.0000	324.24
LEWIS UNIFORM CO., LLC	73057	11/08/2023	Streamlight Flashlight Holder	001.3120.0317.0000	22.99
LEWIS UNIFORM CO., LLC	73057	11/08/2023	Blackinton Lt Wallet Flex Badge	001.3120.0317.0000	165.15
LEWIS UNIFORM CO., LLC	73057	11/08/2023	Hluska Initial Issue	001.3120.0317.0000	546.10
AT & T MOBILITY	73007	11/08/2023	WIRELESS SERVICE	001.1680.0403.0000	1,138.74
CANON FIANCIAL SERVICES	DFT0004147	11/08/2023	COPIER LEASE	001.1620.0406.0000	684.00
CANON FIANCIAL SERVICES	DFT0004147	11/08/2023	COPIER LEASE	001.1620.0406.0000	499.60
YORKVILLE BATTERY, INC.	73103	11/08/2023	BATTERIES	001.3410.0409.0000	56.00
YORKVILLE BATTERY, INC.	73103	11/08/2023	RECHARGEABLE BATTERIES	001.3410.0201.0000	40.00
QUILL CORPORATION	73078	11/08/2023	TONER	001.1660.0300.0000	39.99
QUILL CORPORATION	73078	11/08/2023	TONER	001.1660.0300.0000	103.64
THE SENATOR FREDERICK L. ...	73094	11/08/2023	Jeffery- Fire Officer III	001.3410.0413.0000	407.00
THE SENATOR FREDERICK L. ...	73094	11/08/2023	Hoffman- Fire Officer III	001.3410.0413.0000	407.00
MADISON COUNTY TREASURER	73060	11/08/2023	GARBAGE DISPOSAL	001.7140.0409.0000	20.00
CINTAS CORP	73022	11/08/2023	uniforms	001.5132.0403.0000	511.03
CINTAS CORP	73022	11/08/2023	uniforms	001.5132.0403.0000	271.32
CINTAS CORP	73022	11/08/2023	uniforms	001.5132.0403.0000	271.32
DANICE M VALERIO	73029	11/08/2023	uniform items D Relyea	001.3410.0317.0000	149.00
DANICE M VALERIO	73029	11/08/2023	Clothing for Jeannie Markle	001.8664.0413.0000	114.64
BUELL FUEL LLC	73018	11/08/2023	DIESEL	001.1640.0402.0000	2,134.95
COOPER ELECTRIC	73027	11/08/2023	PLUG	001.3410.0405.0000	30.32
COOPER ELECTRIC	73027	11/08/2023	BLANKET PO	001.7140.0409.0000	162.78
BUELL FUEL LLC	73018	11/08/2023	DIESEL	001.1640.0402.0000	2,956.87
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	misc as needed	001.3410.0409.0000	19.81
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	misc as needed	001.3410.0409.0000	94.00
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	misc as needed	001.3410.0409.0000	92.94
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	misc as needed	001.3410.0409.0000	5.08
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	parts	001.5132.0300.0000	38.34
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	parts	001.5132.0300.0000	23.29
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	Running Police Auto Supplies	001.1640.0403.0001	31.98
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	parts	001.5132.0300.0000	107.72
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	Running Police Auto Supplies	001.1640.0403.0001	46.50

Expense Approval Report

Payment Dates: 10/27/2023 - 11/8/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	parts	001.5132.0300.0000	42.00
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	parts	001.5132.0300.0000	17.38
BUELL FUEL LLC	73018	11/08/2023	GASOLINE	001.1640.0401.0000	5,884.08
INDUSTRIAL TIRE	73047	11/08/2023	Loader Tires	001.5132.0303.0000	7,556.00
BLOCKS & ROCKS	73013	11/08/2023	SUPPLIES FOR ROADS AND SI...	001.5110.0314.0000	509.00
CHEM-AQUA, INC.	73021	11/08/2023	water treatment for MB	001.1620.0403.0001	461.61
BOUND TREE MEDICAL, LLC.	73015	11/08/2023	medical supplies	001.3410.0300.0000	281.25
BOUND TREE MEDICAL, LLC.	73015	11/08/2023	medical supplies	001.3410.0300.0000	341.99
BOUND TREE MEDICAL, LLC.	73015	11/08/2023	medical supplies	001.3410.0300.0000	5.19
EMERSON OIL CO.	73036	11/08/2023	oil	001.5132.0303.0000	744.40
KLEIS EQUIPMENT	73056	11/08/2023	teeth for grinder	001.5110.0300.0000	287.46
KLEIS EQUIPMENT	73056	11/08/2023	tub grinder	001.5110.0314.0000	2,250.00
KLEIS EQUIPMENT	73056	11/08/2023	tub grinder	001.5110.0404.0000	2,250.00
ROBERT MASCA	73082	11/08/2023	MEALS	001.3120.0416.0000	48.00
JOSHUA HOOD	73053	11/08/2023	MEALS	001.3120.0416.0000	48.00
CITY OF UTICA FIRE DEPARTM...	73025	11/08/2023	Riedl academy (new hire)	001.3410.0408.0000	5,000.00
MATTHEW COLELLA	73062	11/08/2023	MEALS	001.3120.0416.0000	24.00
MICHAEL BURGESS	73065	11/08/2023	MEALS	001.3120.0416.0000	24.00
NORTHERN SAFETY CO., INC.	73072	11/08/2023	ppe	001.5110.0300.0000	104.10
PIONEER MANUFACTURING C...	73076	11/08/2023	Paint for Fields	001.7140.0300.0000	667.00
HOWLAND PUMP AND SUPPLY..	73045	11/08/2023	PLUMBING SUPPLIES	001.1620.0300.0000	35.93
HOWLAND PUMP AND SUPPLY..	73045	11/08/2023	supplies	001.5110.0300.0000	2.90
HOWLAND PUMP AND SUPPLY..	73045	11/08/2023	supplies	001.5110.0300.0000	8.16
HOWLAND PUMP AND SUPPLY..	73045	11/08/2023	GALVANIZED THREADED ROD	001.3310.0300.0000	4.00
ONEIDA OFFICE SUPPLY	73074	11/08/2023	BLANKET PO	001.7140.0300.0000	6.99
ONEIDA OFFICE SUPPLY	73074	11/08/2023	building supplies	001.1620.0300.0000	142.46
ONEIDA OFFICE SUPPLY	73074	11/08/2023	CLIPBOARD	001.3410.0438.0000	8.95
ONEIDA OFFICE SUPPLY	73074	11/08/2023	BLANKET PO	001.7140.0300.0000	2.97
ONEIDA OFFICE SUPPLY	73074	11/08/2023	CORRECTION TAPE	001.3410.0438.0000	27.15
GRAINGER INC	73040	11/08/2023	PPE	001.5110.0314.0000	189.15
GRAINGER INC	73040	11/08/2023	PPE	001.5110.0314.0000	620.90
GRAINGER INC	73040	11/08/2023	PPE	001.5110.0314.0000	12.61
KIME HARDWARE	73055	11/08/2023	supplies	001.5110.0300.0000	45.25
KIME HARDWARE	73055	11/08/2023	QUARTERLY SUPPLIES	001.1620.0300.0000	8.99
KIME HARDWARE	73055	11/08/2023	QUARTERLY SUPPLIES	001.1620.0300.0000	12.78
WHITE FARM SUPPLY INC	73102	11/08/2023	BLANKET PO	001.7140.0409.0000	63.62
WHITE FARM SUPPLY INC	73102	11/08/2023	parts	001.5110.0300.0000	25.58
WHITE FARM SUPPLY INC	73102	11/08/2023	parts	001.5110.0300.0000	32.00
WHITE FARM SUPPLY INC	73102	11/08/2023	BATTERY	001.1620.0300.0000	96.63
WHITE FARM SUPPLY INC	73102	11/08/2023	supplies, parts	001.5132.0300.0000	17.98
BME	73014	11/08/2023	CONTRACT CHARGES	001.1620.0406.0000	418.81
POWER & CONSTRUCTION G...	73077	11/08/2023	light pole work	001.3310.0200.0000	1,377.25
CHARTER COMMUNICATIONS	73020	11/08/2023	INTERNET & PHONE	001.1680.0403.0000	730.59
MITCHELL DRYER JR	73066	11/08/2023	HEALTH INS	001.3410.0401.0000	2,975.52
MITCHELL DRYER JR	73066	11/08/2023	HEALTH INS	001.9060.0805.0000	-137.48

Fund 001 - GENERAL FUND Total: 423,928.34

Fund: 002 - WATER

AMAZON WEB SERVICES, LLC.	DFT0004145	10/30/2023	AMAZON	002.8300.0319.0000	214.33
HUMANA INS CO OF NY	73000	11/01/2023	NOV 23	002.9060.0805.0000	2,202.64
EXCELLUS BLUECROSS BLUESH...	72999	11/01/2023	NOV 23	002.9060.0805.0000	22,167.84
IMAGE NOW, INC.	73046	11/08/2023	IMAGE NOW	002.8300.0319.0000	270.69
AMAZON WEB SERVICES, LLC.	DFT0004145	11/08/2023	CUP HOLDER	002.8300.0300.0000	44.95
VERIZON	73098	11/08/2023	OCT 16 - NOV 15	002.8300.0401.0000	102.14
MARK W BUSS	73061	11/08/2023	CNY WWC	002.8300.0416.0000	20.00
PAUL HUMMEL	73075	11/08/2023	CNY WWC	002.8300.0416.0000	20.00
BRIAN WEAN	73016	11/08/2023	CNY WWC	002.8300.0416.0000	20.00
VINCENT WATERMAN	73099	11/08/2023	CNY WWC	002.8300.0416.0000	20.00
JOSEPH STOFFLE	73052	11/08/2023	CNY WWC	002.8300.0416.0000	30.00
ROBERT MUMFORD	73083	11/08/2023	CNY WWC	002.8300.0416.0000	30.00
ROBERT HOUSER	73081	11/08/2023	CNY WWC	002.8300.0416.0000	20.00

Expense Approval Report

Payment Dates: 10/27/2023 - 11/8/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
JACOB LEACH	73048	11/08/2023	CNY WWC	002.8300.0416.0000	20.00
JOHN MONAGHAN	73051	11/08/2023	CNY WWC	002.8300.0416.0000	20.00
ANDREW SHELDON	73006	11/08/2023	CNY WWC	002.8300.0416.0000	30.00
AMAZON WEB SERVICES, LLC.	DFT0004145	11/08/2023	EAR BUDS	002.8300.0300.0000	48.88
VERIZON	73098	11/08/2023	Verizon	002.8300.0403.0000	30.01
EZ PASS	DFT0004150	11/08/2023	TOLLS	002.8300.0416.0000	9.68
PRICELINE	DFT0004152	11/08/2023	CONFERENCE IN FLORIDA	002.8300.0413.0000	304.43
XYLEM REACH	DFT0004156	11/08/2023	CONFERENCE	002.8300.0413.0000	750.00
PRICELINE	DFT0004152	11/08/2023	BAGGAGE CHARGE	002.8300.0413.0000	6.41
PRICELINE	DFT0004152	11/08/2023	CONFERENCE IN FLORIDA	002.8300.0413.0000	120.57
NATIONAL GRID	73069	11/08/2023	ELECTRIC	002.8300.0401.0000	29.08
VERIZON	73098	11/08/2023	FIOS TABERG	002.8300.0401.0000	75.99
SILVER CITY TIRE INC	73087	11/08/2023	SILVER CITY TIRE	002.8300.0319.0000	919.80
BLAIR SUPPLY CORP	73012	11/08/2023	Blair Supply	002.8300.0319.0000	356.42
BLAIR SUPPLY CORP	73012	11/08/2023	BLAIR SUPPLY	002.8300.0302.0000	780.00
BLAIR SUPPLY CORP	73012	11/08/2023	BLAIR SUPPLY CORP	002.8300.0302.0000	360.00
SMITH'S HOME DECORATING ...	73090	11/08/2023	SMITH'S DECORATING	002.8300.0319.0000	581.56
BENEFACOR FUNDING CORP	73010	11/08/2023	Running PO- Carried over from..	002.8300.0415.0000	22.68
BENEFACOR FUNDING CORP	73010	11/08/2023	Life Science	002.8300.0415.0000	64.80
AT & T MOBILITY	73007	11/08/2023	WIRELESS SERVICE	002.8300.0403.0000	191.15
BLAIR SUPPLY CORP	73012	11/08/2023	BLAIR SUPPLY	002.8300.0302.0000	390.00
SLACK CHEMICAL CO	73089	11/08/2023	LIQUID CHLORINE AND BLEACH	002.8300.0308.0000	3,783.89
SLACK CHEMICAL CO	73089	11/08/2023	LIQUID CHLORINE AND BLEACH	002.8300.0308.0000	863.04
BENTLEY SYSTEMS, INC.	73011	11/08/2023	OPENFLOW WATERCAD	002.8300.0403.0000	3,497.00
DOUBLETREE BY HILTON	DFT0004148	11/08/2023	WATER CONFERENCE	002.8300.0413.0000	438.80
STEPHEN EQUIPMENT INC	73091	11/08/2023	STEPHENSON EQUIPMENT	002.8300.0200.0000	308.36
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	MGM Auto Parts- Central Gar...	002.8300.0302.0000	66.59
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	MGM Auto Parts- Central Gar...	002.8300.0302.0000	2.61
MGM PARTS DISTRIBUTORS, I...	73064	11/08/2023	MGM Auto Parts- Central Gar...	002.8300.0302.0000	107.07
FOXCROFT EQUIPMENT & SER...	73038	11/08/2023	FOXCROFT EQUIPEMENT & SE...	002.8300.0319.0000	787.01
ALLEN H BROSKI	73004	11/08/2023	MEALS	002.8300.0416.0000	40.00
GRAINGER INC	73040	11/08/2023	GRAINGER	002.8300.0319.0000	854.46
GRAINGER INC	73040	11/08/2023	BATTERIES	002.8300.0319.0000	16.98
KIME HARDWARE	73055	11/08/2023	RUNNING PO	002.8300.0319.0000	19.95
BME	73014	11/08/2023	CONTRACT CHARGES	002.8300.0403.0000	30.33
CORE & MAIN	73028	11/08/2023	Sensus Water Meters	002.8300.0324.0000	17,060.40
CORE & MAIN	73028	11/08/2023	Sensus Water Meters	002.8300.0324.0000	8,936.40
Fund 002 - WATER Total:					67,086.94
Fund: 003 - SEWER					
HUMANA INS CO OF NY	73000	11/01/2023	NOV 23	003.9060.0805.0000	550.66
EXCELLUS BLUECROSS BLUESH...	72999	11/01/2023	NOV 23	003.9060.0805.0000	25,623.45
VERIZON	73098	11/08/2023	OCT 16 - NOV 15	003.8110.0400.0000	192.41
EBAY.COM	DFT0004149	11/08/2023	GENERAL PURPOSE RELAYS	003.8110.0200.0000	60.00
CITY OF SHERRILL	73024	11/08/2023	SKINNER RD	003.8110.0435.0000	14.91
NATIONAL GRID	73069	11/08/2023	ELECTRIC	003.8110.0401.0000	2,984.25
BARTON & LOGUIDICE,DPC	73009	11/08/2023	Engineering Services for WWT...	003.8110.0400.0001	944.00
BARTON & LOGUIDICE,DPC	73009	11/08/2023	CAST OPTIMIZATION	003.8110.0400.0002	1,500.00
EASTERN CROWN INC	73035	11/08/2023	RECLAIM	003.8110.0200.0000	1,095.90
ADIRONDACK ENVIRONMENT...	73002	11/08/2023	lab services	003.8110.0415.0000	683.40
CITY OF SHERRILL	73024	11/08/2023	KENWOOD	003.8110.0435.0000	345.27
AT & T MOBILITY	73007	11/08/2023	WIRELESS SERVICE	003.8110.0400.0000	74.38
NYE AUTOMOTIVE GROUP INC.	73073	11/08/2023	PARTS	003.8110.0300.0000	19.35
CERTIFIED ENVIRONMENTAL S...	73019	11/08/2023	lab services	003.8110.0400.0001	3,174.00
KEMIRA WATER SOLUTIONS, I...	73054	11/08/2023	Iron salts	003.8110.0329.0000	6,026.81
HOWLAND PUMP AND SUPPLY..	73045	11/08/2023	heat pump	003.8110.0200.0000	440.38
ONEIDA OFFICE SUPPLY	73074	11/08/2023	supplies	003.8110.0300.0000	20.74
BME	73014	11/08/2023	CONTRACT CHARGES	003.8110.0445.0000	5.25
Fund 003 - SEWER Total:					43,755.16
Fund: 005 - CAPITAL					
EJ USA	4831	11/08/2023	SHIPPING COST	005.5110.0402.0023	100.00

Expense Approval Report

Payment Dates: 10/27/2023 - 11/8/2023

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Motorola Solutions, Inc	4833	11/08/2023	Proposal# TR2821B -3 Portabl...	005.3120.0200.0021	914.76
BARTON & LOGUIDICE,DPC	4830	11/08/2023	BARTON & LOGUIDICE DPC	005.8300.0401.0022	8,975.00
MCGINNIS NELSON CONSTRU...	4832	11/08/2023	MCGINNIS	005.8300.0401.0023	52,500.00
				Fund 005 - CAPITAL Total:	62,489.76
Fund: 008 - TRUST & AGENCY					
STEVEN CRAWFORD	73092	11/08/2023	REIMBURSEMENT FOR RETIR...	008.0008.0018.0000	176.14
				Fund 008 - TRUST & AGENCY Total:	176.14
Fund: 030 - Federal ARPA					
LOWE'S HOME IMPROVEMEN...	1283	11/08/2023	supplies for Planning relocatlon	030.1620.0401.0000	612.87
LOWE'S HOME IMPROVEMEN...	1283	11/08/2023	supplies for Planning relocatlon	030.1620.0401.0000	328.47
LOWE'S HOME IMPROVEMEN...	1283	11/08/2023	supplies for Planning relocatlon	030.1620.0401.0000	101.75
LOWE'S HOME IMPROVEMEN...	1283	11/08/2023	supplies for Planning relocatlon	030.1620.0401.0000	54.47
LOWE'S HOME IMPROVEMEN...	1283	11/08/2023	supplies for Planning relocatlon	030.1620.0401.0000	79.18
JEFF SALERNO ELECTRIC LLC	1282	11/08/2023	electrical work for Planning re...	030.1620.0401.0000	975.00
				Fund 030 - Federal ARPA Total:	2,151.74
Fund: 031 - DRI					
MRB GROUP	1001	11/08/2023	PROFESSIONAL SERVICE	031.8020.0400.0000	1,550.00
				Fund 031 - DRI Total:	1,550.00
				Grand Total:	601,138.08

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	423,928.34
002 - WATER	67,086.94
003 - SEWER	43,755.16
005 - CAPITAL	62,489.76
008 - TRUST & AGENCY	176.14
030 - Federal ARPA	2,151.74
031 - DRI	1,550.00
Grand Total:	601,138.08

Account Summary

Account Number	Account Name	Payment Amount
001.0001.0631.0000	DUE TO OTHER GOVER...	69.14
001.0017.2030.0000	FIELD/PARK/POOL RENT...	15.00
001.1315.0416.0000	TRAINING/TRAVEL & M...	80.00
001.1430.0403.0000	CONTRACTS	220.00
001.1620.0300.0000	MAT SUPPLIES	402.20
001.1620.0401.0000	ELECTRIC AND GAS	5,783.42
001.1620.0403.0001	CONTRACTS MB/FD	461.61
001.1620.0406.0000	COPIER CONTRACTS	1,602.41
001.1640.0401.0000	CENTRAL GASOLINE	5,884.08
001.1640.0402.0000	CENTRAL DIESEL	5,091.82
001.1640.0403.0001	CENTRAL VEHICLE -POLI...	78.48
001.1660.0300.0000	Central Office Supplies	396.84
001.1680.0403.0000	CONTRACTS	7,928.78
001.1989.0400.0000	PRINTING	1,357.58
001.3120.0300.0000	MAT SUPPLIES	1,010.77
001.3120.0317.0000	CLOTHING	2,298.15
001.3120.0403.0000	CONTRACTS	397.82
001.3120.0413.0000	TRAINING	3,232.64
001.3120.0416.0000	TRAVEL-MEALS	314.53
001.3310.0200.0000	EQUIPMENT	1,377.25
001.3310.0300.0000	MAT SUPPLIES	444.00
001.3410.0201.0000	EMS EQUIPMENT	40.00
001.3410.0300.0000	MEDICAL SUPPLIES	628.43
001.3410.0317.0000	CLOTHING	692.06
001.3410.0318.0000	TURNOUT GEAR - MAIN...	6,923.11
001.3410.0401.0000	207A	2,975.52
001.3410.0403.0000	CONTRACTS	1,500.00
001.3410.0405.0000	BUILDING MAINTENANC...	618.34
001.3410.0407.0000	CHIEF'S EXPENSE	89.78
001.3410.0408.0000	NEW HIRE EXPENSE	5,000.00
001.3410.0409.0000	EQUIPMENT REPAIR & ...	267.83
001.3410.0411.0000	Vehicle Maint & upgrades	4,410.50
001.3410.0413.0000	TRAINING	814.00
001.3410.0438.0000	FIRE MARSHALL ACCOU...	56.98
001.3650.0400.0000	DEMOLITION	90,755.00
001.5010.0413.0000	TRAINING	288.00
001.5110.0300.0000	MAT SUPPLIES	565.45
001.5110.0314.0000	ROAD MATERIALS	7,682.66
001.5110.0404.0000	RENTALS	2,250.00
001.5132.0300.0000	DPW MAINTENANCE- RE...	604.30
001.5132.0303.0000	GENERAL MATERIALS	8,744.83
001.5132.0304.0000	MAJOR REPAIRS	713.13
001.5132.0403.0000	CONTRACTS	1,213.67
001.7140.0200.0000	EQUIPMENT	268.76
001.7140.0300.0000	MAT SUPPLIES	850.21
001.7140.0403.0000	CONTRACTS	1,589.81

Account Summary

Account Number	Account Name	Payment Amount
001.7140.0403.2014	Halloween Party	187.01
001.7140.0403.2018	YOUTH FLAG FOOTBALL	107.00
001.7140.0403.2032	CONTRACTS.CONCERTS/...	490.83
001.7140.0409.0000	EQUIP REPAIR & MAINT.	246.40
001.7521.0404.0000	KALLET BUILDING REPAI...	151.09
001.8020.0400.0000	OTHER EXPENSE	35.78
001.8664.0401.0000	MATERIALS AND SUPPLI...	319.00
001.8664.0413.0000	TRAINING	114.64
001.9060.0805.0000	HEALTH INSURANCE	244,287.70
002.8300.0200.0000	EQUIPMENT	308.36
002.8300.0300.0000	MAT SUPPLIES	93.83
002.8300.0302.0000	EQUIPMENT MAINTENA...	1,706.27
002.8300.0308.0000	CHLORINE	4,646.93
002.8300.0319.0000	GENERAL MAINTENANCE	4,021.20
002.8300.0324.0000	METERS & PARTS	25,996.80
002.8300.0401.0000	UTILITIES	207.21
002.8300.0403.0000	CONTRACTS	3,748.49
002.8300.0413.0000	TRAINING	1,620.21
002.8300.0415.0000	LAB TESTING	87.48
002.8300.0416.0000	TRAVEL-MEALS	279.68
002.9060.0805.0000	HEALTH INSURANCE	24,370.48
003.8110.0200.0000	EQUIPMENT	1,596.28
003.8110.0300.0000	MAT SUPPLIES	40.09
003.8110.0329.0000	LIQUID IRON SALTS	6,026.81
003.8110.0400.0000	CONTRACTUAL SERVICES	266.79
003.8110.0400.0001	OTHER EXPENSE-PROFES...	4,118.00
003.8110.0400.0002	OTHER EXPENSE-SEWER...	1,500.00
003.8110.0401.0000	UTILITIES	2,984.25
003.8110.0415.0000	LAB TESTING	683.40
003.8110.0435.0000	PAYMENTS OTHER CO...	360.18
003.8110.0445.0000	TECHNOLOGY/INTERNET...	5.25
003.9060.0805.0000	HEALTH INSURANCE	26,174.11
005.3120.0200.0021	CI19-1010-E02-FCR8 FY1...	914.76
005.5110.0402.0023	2023 Annual Paving CHI...	100.00
005.8300.0401.0022	2022 Lake Street Pump S...	8,975.00
005.8300.0401.0023	2023 Water Pole Barn C...	52,500.00
008.0008.0018.0000	ERS & P&F RETIREMENT	176.14
030.1620.0401.0000	Building/Office Improve...	2,151.74
031.8020.0400.0000	DRI-HCR	1,550.00
	Grand Total:	601,138.08

Project Account Summary

Project Account Key	Payment Amount
None	601,138.08
Grand Total:	601,138.08

1. MISCELLANEOUS UTILITY BILLING-SCHEDULE PUBLIC HEARING

RESOLUTION 23-

Moved by Councilor

Seconded by Councilor

RESOLVED, to receive and place on file the City of Oneida Miscellaneous Utility Billing for unpaid service charges, water rents and sewer taxes; authorize the charges in the 2023 assessment roll to be re-levied onto the 2024 tax roll, and to schedule a Public Hearing for Tuesday, November 21, 2023, at 6:30p.m. in the Common Council Chambers, 109 N. Main Street, Oneida, NY 13421.

Ayes:

Nays:

MOTION CARRIED

2. 2024 CITY OF ONEIDA MAYOR'S BUDGET-SCHEDULE PUBLIC HEARING

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the 2024 City of Oneida Mayor's Budget be hereby received and placed on file and schedule a Public Hearing on the proposed budget for Tuesday, November 21, 2023, at 6:30 p.m. at City of Oneida City Hall, Common Council Chambers, 109 N. Main St. Oneida, NY 13421.

Ayes:

Nays:

MOTION CARRIED

3. CONTRACT EXTENSION-WILLIAM DIPAOLLO, INC. D/B/A ENTERTAINMENT SERVICES

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

WHEREAS, on October 4, 2022, by Resolution 22-200, the City of Oneida entered into a Facilities Management Agreement with William DiPaolo, Inc. (D/B/A Entertainment Services) with offices located at 606 North Madison St., Rome, NY 13440 to provide management services at the Kallet Civic Center; and

WHEREAS, the contract term expires on December 31, 2023, with an option to extend the term for an additional 5-year period on terms mutually agreed to by both parties not less than ninety (90) days prior to the end of the Management Term; and

WHEREAS, William DiPaolo has requested a four-month extension to the Facilities Management Agreement; now therefore be it

RESOLVED, that the Facilities Management Agreement executed on October 4, 2022, with William DiPaolo, D/B/A Entertainment Services, be hereby extended until April 30, 2024.

Ayes:
Nays:

MOTION CARRIED

FACILITY MANAGEMENT AGREEMENT

BETWEEN

CITY OF ONEIDA

AND

WILLIAM DI PAOLO, INC.

October 2022

AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is dated as of the 4th day of October, 2022, by and between the City of Oneida, a municipal corporation duly organized and existing under the laws of the State of New York ("City"), and William DiPaolo, Inc., a New York corporation, D/B/A "Entertainment Services," with offices located at 606 North Madison Street, City of Rome, County of Oneida, State of New York ("Entertainment Services").

WITNESSETH:

The City is the owner of a community center facility, known generally as the "Kallet Civic Center," located at 157-161 Main Street, in the City of Oneida, County of Madison ("Kallet").

The City desires to engage Entertainment Services, and Entertainment Services desires to accept such engagement, to provide management services for the Kallet on the terms and conditions set forth herein. The City intends to work in mutual accord with Entertainment Services in order to ensure the provision of high-quality management services, thereby enhancing the use and enjoyment of such facility.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms have the meanings referred to in this Section 1:

"Affiliate": A person that directly or indirectly controls or is controlled by, or is under common control with, a specified person. For purposes of this definition, "control" means ownership of equity securities or other ownership interests that represent more than 50% of the voting power in the controlled person.

"Capital Equipment" and "Capital Improvements": Any and all furniture, fixtures, machinery or equipment, either additional or replacement, and any and all building additions, alterations, renovations, repairs or improvements.

"Fiscal Year": The fiscal year of the City of Oneida, presently the calendar year period beginning January 1 and ending December 31.

"Laws": All federal, state, local and municipal regulations, ordinances, statutes, rules, laws, common laws and constitutional provisions.

“Management Term”: As defined in Section 3.1 hereof.

“Renewal Term”: The additional period for which this Agreement may be renewed in accordance with Section 3.2 hereof beyond the Management Term.

2. ENGAGEMENT OF ENTERTAINMENT SERVICES

- 2.1 The City hereby engages Entertainment Services, on an exclusive basis, and as agent for City, to manage, operate, and promote the Kallet during the Management Term, which shall include the Renewal Term, if any, and Entertainment Services hereby accepts such engagement. In such capacity, Entertainment Services shall have exclusive authority over the day-to-day operation of the Kallet and all activities therein, including, but not limited to, food and beverage; provided that Entertainment Services shall follow all policies and guidelines of the City hereafter reasonably established or modified by the City that the City notifies Entertainment Services in writing are applicable to the Kallet. Without limiting the generality of the foregoing, the services to be provided by Entertainment Services shall include those described on Exhibit “A” attached hereto and incorporated herein to be a part of this Agreement. In the event that the City shall be required to be a co-licensee with Entertainment Services on such liquor licenses as may be necessary for use at the Kallet, the Mayor shall designate individuals who shall be named on the liquor license on behalf of the City. Entertainment Services shall at all times bear sole responsibility for and execute all management activities related to food and beverage sales and operations at the Kallet, including, but not limited to, the acquisition and distribution of alcohol and supervision of serving and sales staff. As provided for in Section 7 of this Agreement (“Entertainment Services Employees”), among other things, Entertainment Services shall be responsible for the hiring and firing of any personnel, specifically including those who handle food and beverage sales and operations at the Kallet.
- 2.2 Representatives of the City shall have the right to enter all portions of the Kallet to inspect same, to observe the performance of Entertainment Services of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to Entertainment Services and to minimize any interference with or disruption of Entertainment Services’ work under this Agreement. Nothing contained in this Section (i) is intended or shall be construed to limit any other rights of the City under this Agreement nor (ii) shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.
- 2.3 Approval of the City. To the extent that the approval of the City is required under the terms of this Agreement, the approval of the City of Oneida Common Council shall constitute the approval of the City.

3. MANAGEMENT TERM AND RENEWAL TERM

3.1 The Management Term of this Agreement shall commence on October _____, 2022 and end at midnight on December 31, 2023, unless earlier terminated pursuant to the provisions of this Agreement.

3.2 The parties may agree to extend the term hereof for an additional 5-year period commencing January 1, 2024 and ending December 31, 2029 (the "Renewal Term") on terms mutually agreed to by them not less than ninety (90) days prior to the end of the Management Term.

3.3 In any event, the City may terminate this Agreement without penalty effective upon the third anniversary of either (1) the commencement date of the Management Term or (2) the commencement date of the Renewal Term. If the City intends to terminate this Agreement pursuant to this provision, it will do so upon one-hundred-twenty (120) days prior written notice.

4. CONSIDERATION

As consideration to the City for use of the Kallet, Entertainment Services shall pay the City during the Management Term and Renewal Term, if any, an amount equivalent to Eight Percent (8%) of the gross rentals, which shall include marquee rentals, and Five Percent (5%) of the net concession sales. Such amount shall be payable monthly, on or before the last day of each month, in accordance with the monthly financial statements prepared by Entertainment Services. Entertainment Services shall be solely responsible for the collection and payment of sales tax on goods and services rendered.

5. CAPITAL EQUIPMENT; CAPITAL IMPROVEMENTS

5.1 Capital Equipment; Capital Improvements

Two Dollars (\$2.00) from every ticket sold shall be deposited into a Capital Improvement Fund, which shall be established and maintained by the City of Oneida Comptroller. Such payment shall occur monthly, on or before the last day of each month, following report by Entertainment Services for the preceding month. The obligation to pay for, and authority to perform, direct and supervise Capital Equipment and Capital Improvements purchases shall remain with the City. The annual plan submitted pursuant to Section 6.2 shall include Entertainment Services' recommendation for Capital Equipment and Capital Improvements purchases to be accomplished during the year and shall be accompanied by an estimate of the cost of all such items and projects. The City shall retain the discretion to determine whether and to what level to fund Capital Equipment and Capital Improvements purchases.

5.2 Limitation of Entertainment Services Liability

Except for as explicitly provided herein, Entertainment Services shall have no obligation to fund any cost, expense or liability with respect to the design, development, construction or maintenance of the Kallet.

6. RECORDS, AUDITS, AND REPORTS

6.1 Records and Audits

Entertainment Services shall keep full and accurate accounting records relating to its activities at the Kallet and shall provide to the City monthly financial statements. Entertainment Services shall give the City's authorized representatives, including but not limited to the City Comptroller, access to such books and records maintained at the Kallet during reasonable business hours and upon reasonable advance notice. Entertainment Services shall keep and preserve for at least three (3) years following each Fiscal Year all sales slips, purchase orders, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of revenues for such period. Additionally, Entertainment Services shall deliver to the City annual financial statements within ninety (90) days after the close of each Fiscal Year with a statement that they were prepared in accordance with generally accepted accounting principles.

The City shall have the right to conduct an audit of any annual report delivered in connection with this Section 6.1 and/or any annual report delivered hereunder.

6.2 Annual Plan

During the Management Term and the Renewal Term, if any, Entertainment Services shall provide to the City information regarding requested Capital Equipment and Capital Improvements purchases, and anticipated budgets therefor. The annual plan shall be subject to review, revision and approval by the City.

6.3 Annual Reports

During the Management Term and the Renewal Term, if any, Entertainment Services shall provide annual reports to the City no later than thirty (30) days after the end of the Fiscal Year in a form satisfactory to the City's Comptroller and Common Council.

7. ENTERTAINMENT SERVICES' EMPLOYEES

7.1 During the Management Term and the Renewal Term, if any, Entertainment Services shall select, train and employ at the Kallet such number of employee(s) as Entertainment Services deems necessary or appropriate to satisfy its responsibilities hereunder, and Entertainment Services shall have authority to hire, terminate and discipline any and all personnel working at the Kallet, including without limitation personnel involved in food and beverage at the Kallet.

7.2 Entertainment Services' employees at the Kallet shall not for any purpose be considered to be employees of the City, and Entertainment Services shall be solely responsible for their supervision and daily direction and control and for setting, and paying their compensation (including federal, state and local income tax withholding) and any employee benefits.

8. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

8.1 Entertainment Services covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the City, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Entertainment Services if self-employed, Entertainment Services' employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable

attorneys' fees, whether incurred as the result of a third party claim or to enforce this Agreement: arising out of or resulting directly or indirectly from a breach of this Agreement by Entertainment Services, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of negligence, gross negligence or willful misconduct on the part of Entertainment Services.

8.2 The City covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, Entertainment Services, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death or for invasion of person or property rights, of every name and nature arising out of or resulting directly or indirectly from a breach of this Agreement by the City, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of negligence, gross negligence or willful misconduct on the part of the City.

8.3 The indemnity obligations of the parties hereunder shall survive the expiration or termination of this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER BASED UPON BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE, AND EACH PARTY'S LIABILITY FOR DAMAGES OR LOSSES HEREUNDER SHALL BE STRICTLY LIMITED TO DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY THE OTHER PARTY.

9. INSURANCE

Entertainment Services shall secure and deliver to the City Attorney prior to the commencement of the Management Term hereunder and shall keep in force at all times during the Management Term and the Renewal Term, if any, a commercial general liability insurance policy and such other insurance policies as are described in Exhibit "B" hereto, incorporated and made a part of this agreement. Entertainment Services shall make the City an additional insured on such policies as set forth in Exhibit "B", including, but limited to, liquor liability insurance.

10. ASSIGNMENT

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto.

11. TERMINATION

11.1 Termination upon Default

Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof from the other party. In the

event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the sixty (60) day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default.

In addition, the City shall have the right to Terminate for Default upon 10 days written notice for the following reasons; Entertainment Services shall (a) admit in writing its inability to pay its debts as they become due; (b) file a petition for Bankruptcy or for reorganization or arrangement under the Bankruptcy code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in Bankruptcy against it which is not contested and discharged within 60 days or (c) make an assignment for the benefit of creditors, or (d) consent to an appointment of a trustee or receiver for all or a major portion of its property, or (e) be adjudicated a Bankrupt or insolvent under any Federal or State law or (f) suffer the entry of a Court Order under any Federal or State Law appointing a receiver or trustee for all or a major portion of its property or ordering the winding up or liquidation of its affairs or approving a petition filed against it under the Bankruptcy code, as now or in the future amended, which order, if not consented to by it shall not be vacated, denied, set aside or stayed within 60 days of its entry.

The City shall also have the right to Terminate for Default based upon the misappropriation by Entertainment Services or its employees of any funds belonging to the City that are in Entertainment Services' possession or control, including without limitation monies from any capital fund, which shall be non-curable breach, unless at the sole election of the City, the City allows Entertainment Services to cure the breach. Entertainment Services agrees to carry Fidelity Insurance in the City's favor to make it whole in the event of such a breach.

Upon Termination for Default, or non-curable breach, the parties shall have all rights and remedies available at law and equity.

11.2 Effect of Termination or Expiration.

In the event this Agreement expires or is terminated, Entertainment Services shall promptly pay the City any and all owed as of the date of expiration or termination (the fees described in Section 4). Upon termination or expiration, all further obligations of the parties hereunder shall terminate except for the obligations that are expressly intended to survive the termination or expiration of this Agreement.

11.3 Surrender of Premises

Upon termination or expiration of this Agreement, Entertainment Services shall surrender and vacate the Kallet upon the effective date of such termination or expiration. The Kallet and all equipment and furnishings shall be returned to the City in good repair, reasonable wear and tear excepted, to the extent funds were made reasonably available therefor by the City. All reports, records, including financial records, and documents maintained by Entertainment Services relating to this Agreement other than materials containing Entertainment Services' proprietary information or property shall be immediately surrendered to the City by Entertainment Services upon termination or expiration.

12. CITY RESPONSIBILITIES

12.1 Routine Maintenance and Repair

The City shall perform and furnish such facility maintenance services and systems as are appropriate or necessary to maintain and operate the Kallet. Notwithstanding the foregoing, Entertainment Services shall perform maintenance and repairs, such as cleaning and snow removal, as is necessary to host events at the Kallet.

12.2 Provision of Utilities to the Kallet

The City shall provide all necessary heat, steam, and chilled water, as well as light and power usage, and shall pay all charges therefor.

13. MISCELLANEOUS

13.1 Use of Kallet at Direction of City

(a) The City shall have the right to use the Kallet or any part thereof, upon reasonable advance notice and subject to availability, for such purposes as meetings, seminars, training classes or other uses without the payment of any rental or use fee, except that direct out-of-pocket expenses incurred in connection with such uses shall be paid by the City.

(b) The City shall not schedule use of the Kallet pursuant to subparagraph (a) above if such use will conflict with paying events booked by Entertainment Services and shall in all instances be subordinate thereto in terms of priority of use of the Kallet.

13.2 Certain Representations and Warranties

(a) The City represents and warrants to Entertainment Services the following: (i) all required approvals have been obtained, and the City has full legal right, power and authority to enter into and perform its obligations hereunder, (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement to which the City is a party, including, without limitation, the Agreement.

(b) Entertainment Services represents and warrants to the City the following: (i) all required approvals have been obtained, and Entertainment Services has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by Entertainment Services and constitutes a valid and binding obligation of Entertainment Services, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

13.3 Certain Other Provisions

(a) Cooperation.

The parties desire to cooperate with each other in the management and operation of the Kallet pursuant to the terms hereof. In keeping with this cooperative spirit and intent, any dispute arising hereunder will first be referred to the parties' respective agents or representatives prior to either party initiating a legal suit, who shall endeavor in good faith to resolve any such disputes within the limits of their authority and within sixty (60) days after the commencement of such discussions. If and only if any dispute remains unresolved after such sixty day period, then either party may initiate litigation and/or terminate this Agreement.

(b) No Partnership or Joint Venture.

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and Entertainment Services.

(c) Entire Agreement; Amendments.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified, or amended in whole or in part, except in a writing executed by each of the parties hereto.

(d) Force Majeure.

No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

(e) Binding upon Successors and Assigns.

This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

(f) Notices.

Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, or (c) on the fifth day following mailing by certified or registered mail,

return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to the City, to:

Helen B. Acker, Mayor
City of Oneida Municipal Building
109 North Main Street
Oneida, New York 13202

With a copy to:

Office of the City Attorney
City of Oneida Municipal Building
109 North Main Street
Oneida, New York 13202

If to Entertainment Services, to:

William DiPaolo, Inc.
Attn:
606 North Madison Street
Rome, New York 13440

(g) Governing Law; Counterparts.

This Agreement will be governed by and construed in accordance with the internal Laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

(h) Severability.

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

(i) Non-Waiver.

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

(j) Governmental Compliance.

Nothing in this Agreement shall require Entertainment Services to undertake any compliance activity to meet requirements under any Law, nor shall Entertainment Services have any liability under this Agreement therefor, if such activity requires any Capital Improvements or Capital Equipment purchases, unless the City provides funds for such Capital Improvements and Capital Equipment purchases. Except for the foregoing and subject to available funding, Entertainment Services shall operate the Kallet in compliance with all applicable Laws.

(k) The parties agree to comply with all applicable Laws.

(signature page follows)

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

City of Ongida ("City")

Helen B. Acker
By:

Name: Helen B. Acker

Title: Mayor

William DiPaolo, Inc.

William DiPaolo
By:

Name: William DiPaolo

Title: President

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the Oct. 4 day of 22, in the year 2022, before me, the undersigned, personally appeared **Helen B. Acker**, 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 she executed the same in her capacity as **Mayor of the City of Oneida**, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

SANDRA L. LAPERA
Notary Public, State of New York
No. 01LA6035468
Qualified in Madison County
Commission Expires Jan. 3, 2026

By *Sandra L. Lopera*
Notary Public
Appointed in Madison
County
My Commission Expires 1 3 26

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 4th day of October, in the year 2022, before me, the undersigned, personally appeared **William DiPaolo**, 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 President of **William DiPaolo, Inc.** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

SANDRA L. LAPERA
Notary Public, State of New York
No. 01LA6035468
Qualified in Madison County
Commission Expires Jan. 3, 2026

By *Sandra L. Lopera*
Notary Public
Appointed in Madison
County
My Commission Expires 1 3 26

EXHIBIT "A"

Services

Entertainment Services shall perform and furnish such management services and systems as are appropriate or necessary to operate, manage and promote the Kallet. Without limiting the generality of Section 2.1 of this Agreement, Entertainment Services shall have, without (except as otherwise expressly noted below) any prior approval by the City, sole right, authority and obligation to:

- (a) Employ, supervise and direct employees and personnel consistent with the provisions of this Agreement.
- (b) Provide or cause to be provided, through itself and/or one or more of its Affiliates and/or third party subcontractors, booking services, catering and concession services, decorating services, and all other services in connection with the management, promotion and operation of the Kallet.
- (c) Negotiate, execute, deliver and administer any and all licenses, booking commitments, advertising and sponsorship agreements, catering and concession agreements, decorating agreements, supplier agreements, service contracts and all other contracts and agreements in connection with the management, promotion and operation of the Kallet, provided that if any such license, agreement, commitment or contract other than those involving the license, lease or rental of any of the Kallet (or any portion thereof) in the ordinary course has a term that extends beyond the remaining Management Term, such license, agreement, commitment or contract shall be approved in advance by the City (which approval shall not be unreasonably withheld).
- (d) Establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Kallet to be negotiated by Entertainment Services in the course of its management, operation and promotion of the Kallet.
- (e) Maintain the Kallet in the condition received, reasonable wear and tear excepted; provided that the City shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases as provided in Section 5.
- (f) After consultation with the City Attorney or her designee, institute as agent for the City and at the reasonable expense of the City, with counsel selected by Entertainment Services and the City, such legal actions or proceedings as Entertainment Services shall deem necessary or appropriate in connection with the operation of the Kallet, including, without limitation, to collect charges or other revenues due to the City or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default there under by any licensee, user, advertiser, or concessionaire at the Kallet. The City reserves the right, at its sole option, to use the services of the City Attorney rather than jointly selected

counsel.

(g) Provide day-to-day administrative services in support of its management activities.

(h) Engage in such advertising, solicitation, and promotional activities as Entertainment Services deems necessary or appropriate to develop the potential of the Kallet and the cultivation of broad community support. It is expressly agreed that Entertainment Services shall cooperate with the City to facilitate the application and implementation of any plans or proposals that are part of the City's Downtown Revitalization Initiative. In connection with its activities under this Agreement, Entertainment Services shall be permitted to use the terms "Kallet" and logos for such names in its advertising. However, the City shall retain the right to disallow such activities and advertising and the use of its logos.

(i) Establish a security plan and program for the Kallet, and cooperate as necessary with local Fire and Police Departments in public safety emergencies.

(j) Perform and furnish all management services, labor and materials needed to operate, supervise, manage, and maintain the Kallet in a commercially sound and efficient manner in all aspects, including efficiency, quality, maintenance, safety, security, sanitation, advertising, marketing, community relations, and concessions.

(k) An inventory of personal property, including but not limited to office equipment, furniture, displays and similar tangible property located at the Kallet is attached to the Agreement and incorporated therein as Exhibit "C". Disposal of any such property shall be with the prior approval of the City. The inventory list shall be updated to reflect the acquisition and disposal of all personal property and provided periodically to the City.

(l) All services performed by Entertainment Services under this Agreement shall be performed in accordance with all applicable Laws as that term is defined in this Agreement.

EXHIBIT "B"

Insurance

(a) Entertainment Services shall secure and deliver to the City prior to the commencement of the Management Term hereunder and shall keep in force at all times during the Management Term and the Renewal Term, if any:

(i) a commercial liability insurance policy, including, independent contractors, contractual liability, products and completed operations, liquor liability (as long as Entertainment Services is providing the food and beverage and catering services hereunder; otherwise, it should be contingent liquor liability), personal and advertising injury, public liability and property damage, covering the premises, the operations hereunder, in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage;

(ii) an umbrella liability insurance policy with a limit of Five Million Dollars (\$5,000,000.00) in the aggregate;

(iii) a comprehensive automotive bodily injury and property damage insurance policy for business use covering all vehicles operated by Entertainment Services officers, employees in connection with the Kallet, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage);

(iv) worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the New York State Insurance Fund; and

(v) fidelity/crime insurance covering Entertainment Services' employees.

(b) The terms of all insurance policies referred to in Section 8 of the Agreement and on this Exhibit "B" shall preclude subrogation claims against Entertainment Services, the City and their respective members, officers, directors, employees and agents.

(c) Entertainment Services shall be the named insured(s) under all of the liability described in paragraph (a) above. The City shall be an additional insured under the insurance described in paragraph (a)(i), (ii) and through (iii) above.

(d) Certificates evidencing the existence of the above policies shall be delivered by each party to the other prior to the commencement of the Management Term.

(e) A renewal binder of coverage shall be delivered by the named insured to the other party at least thirty (30) days after a policy's expiration date, with a complete copy of such renewal insurances to follow.

EXHIBIT "C"

Inventory of Personal Property as of __/1/2022

4. RECOMMENDATION OF AWARD-LAKE STREET PUMP STATION IMPROVEMENTS

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, to approve the Recommendation of Award to Dudley Construction (Contract No. 1G) and the Recommendation of Award to Patricia Electric (Contract No. 1E) for Lake Street Pump Station Improvements.

Ayes:

Nays:

MOTION CARRIED

October 23, 2023

Jeffrey A. Rowe, P.E.
City Engineer
City of Oneida
109 North Main Street
Oneida, New York 13421

Re: Lake Street Pump Station Improvements
Contract No. 1G – General Construction
Subj: Recommendation of Award
File: 288.034.001

Dear Mr. Rowe:

Barton & Loguidice, D.P.C. (B&L) has reviewed the bids for the Lake Street Pump Station Improvements received and opened on October 13, 2023. Bids are tabulated below:

Bidder	Base Bid	Additive Bid	Total Base + Additive
Spensieri Diversified, LLC	\$831,000.00	\$82,500.00	\$913,500
John R. Dudley Construction, Inc.	\$861,500.00	\$80,000.00	\$941,500
Grant Street Construction, Inc.	\$931,000.00	\$60,000.00	\$991,000
Rozell East, Inc	\$1,120,000.00	\$28,000.00	\$1,148,000
Borderline Excavating & Fence	\$1,125,000.00	\$225,000	\$1,350,000

Responsibility

The New York State Office of General Services has listed Spensieri Diversified, LLC as a Non-Responsible Entity on State contracts. The City's procurement requirements do not allow entering into a contract with a company on that list. On the advice of the Owner's legal counsel, the City is rejecting Spensieri's bid. Therefore, John R. Dudley Construction, Inc. ("Dudley") who submitted the second lowest bid is the apparent low Bidder.

Dudley is not listed as a debarred offerer under State Finance Law §139-j (10)(b) nor listed as a Non-Responsible Entity, as determined by the New York State Office of General Services. Therefore, B&L concludes that Dudley is a responsible bidder.

Responsiveness

With respect to responsiveness, B&L notes that Dudley has submitted the following documents as a part of its bid submittal:

1. Section 00 41 16.01, Bid Form:



- a. Per Article 3, Dudley has acknowledged receipt of Addendum 1 and Addendum 2 on Page 1 of the Bid Form.
 - b. Article 5, the Basis of Bid appears to be properly completed with no arithmetic errors.
 - c. Article 9, the bid form is duly executed by an officer of the Bidder's organization. Dudley did not include evidence of authority to sign on behalf of the Bidder. However, this informality can be waived, as this omission is not expected to alter Dudley's price bid for the Work. We have requested this documentation from Dudley as a matter of record.
2. Section 00 43 13, Bid Bond: Dudley submitted an acceptable bid bond with its bid.
 3. Section 00 45 19, Non-Collusion Bidding Certification: Dudley submitted an executed non-collusion bidding certification with its Bid.
 4. Section 00 45 34, Iranian Divestment Certification submitted in accordance with General Municipal Law §103-g.
 5. Section 00 45 35, Sexual Harassment Prevention Certification submitted in accordance with State Finance Law §139-l.
 6. Section 00 45 45, Prohibition on Purchase of Tropical Hardwoods Certification submitted in accordance with State Finance Law Section 165.

Therefore, these conditions for bid having been satisfied we find Dudley's bid to be responsive.

Dudley has confirmed that it has not discovered unilateral mistakes in its bid. Therefore, B&L recommends award of the contract to John R. Dudley Construction, Inc. in the amount of **\$861,500.00** for the base bid. Additionally, B&L also recommends that the City proceed with awarding the additive bid of **\$80,000.00** if City budget allows.

On confirmation of acceptance by Common Council, B&L will issue Notice of Award to John R. Dudley Construction, Inc. to initiate the contract execution process.

Please feel free to contact me if you have any questions.

Sincerely,

BARTON & LOGUIDICE, D.P.C.



Gregory D. Mosure, P.E., BCEE
Senior Associate

JMM/tlh

Encl.: Bid Canvass

CITY OF ONEIDA
 LAKE STREET PUMP STATION IMPROVEMENTS
 CONTRACT NO. 1G - GENERAL CONSTRUCTION

TABULATION OF BIDS RECEIVED OCTOBER 13, 2023, 11:00 AM

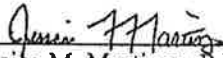
Item	Description	Quantity	Unit	John R. Dudley Construction, Inc.	
				Post Office Box 3076 Oswego, NY 13126	
				Unit Price	Amount
1G.1	Mobilization	1	LS	\$41,500.00	\$41,500.00
1G.2	General Construction	1	LS	\$50,000.00	\$50,000.00
1G.3	Lake Street Pump Station Improvements	1	LS	\$670,000.00	\$670,000.00
1G.4	Miscellaneous Additional Work (MAW)	1	AL	\$100,000.00	\$100,000.00
Total Base Bid					\$861,500.00
1G.A1	Fluid-Applied Insulative Coating	1	LS	\$ 80,000.00	\$80,000.00
Total Additive Bid					\$ 80,000.00

WE CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE CANVASS OF BIDS.

BARTON & LOGUIDICE, D.P.C.:

BY:

DATE:



 Jessica M. Martinez, P.E.
 Project Engineer

10/13/2023

October 23, 2023

Jeffrey A. Rowe, P.E.
City Engineer
City of Oneida
109 North Main Street
Oneida, New York 13421

Re: Lake Street Pump Station Improvements
Contract No. 1E – Electrical Construction
Subj: Recommendation of Award
File: 288.034.001

Dear Mr. Rowe:

Barton & Loguidice, D.P.C. (B&L) has reviewed the bids for the Lake Street Pump Station Improvements received and opened on October 13, 2023. Patricia Electric, Inc. has submitted the lowest bid and is the apparent low Bidder. Bids are tabulated below:

Bidder	Base Bid
Patricia Electric, Inc.	\$609,000.00
Upstate Companies I, LLC	\$698,000.00
Scriba Electric, Inc.	\$721,300.00
A. Treffeisen & Sons LLC	\$776,100.00
S.C. Spencer Electric, Inc.	\$780,200.00
O'Connell Electric Company, Inc.	\$922,680.00

Responsibility

Patricia Electric, Inc. is not listed as a debarred offerer under State Finance Law §139-j (10)(b) nor listed as a Non-Responsible Entity, as determined by the New York State Office of General Services. Therefore, B&L concludes Patricia Electric, Inc. is a responsible bidder.

Responsiveness

With respect to responsiveness, B&L notes Patricia Electric, Inc. has submitted the following documents as a part of its bid submittal:

- Section 00 41 16.01, Bid Form:
 - Per Article 3, Patricia Electric, Inc. has acknowledged receipt of Addendum 1 and Addendum 2 on Page 1 of the Bid Form.
 - Article 5, the Basis of Bid appears to be properly completed with no arithmetic errors.
 - Article 9, the bid form is duly executed by an officer of the Bidder's organization with evidence of the authority to sign on behalf of the Bidder.
- Section 00 43 13, Bid Bond: Patricia submitted an acceptable bid bond with its bid.



3. Section 00 45 19, Non-Collusion Bidding Certification: Patricia submitted an executed non-collusion bidding certification with its Bid.
4. Section 00 45 34, Iranian Divestment Certification submitted in accordance with General Municipal Law §103-g.
5. Section 00 45 35, Sexual Harassment Prevention Certification submitted in accordance with State Finance Law §139-l.
6. Section 00 45 45, Prohibition on Purchase of Tropical Hardwoods Certification submitted in accordance with State Finance Law Section 165.

Therefore, these conditions for bid having been satisfied we find the Patricia Electric, Inc. bid to be responsive.

Patricia Electric, Inc. has confirmed that it has not discovered unilateral mistakes in its bid. Therefore, having submitted the lowest bid and having determined that Patricia Electric, Inc. to be both responsible and responsive, B&L recommends award of the contract to Patricia Electric, Inc. in the amount of **\$609,000.00**.

On confirmation of acceptance by Common Council, B&L will issue Notice of Award to Patricia Electric, Inc. to initiate the contract execution process.

Please feel free to contact me if you have any questions.

Sincerely,

BARTON & LOGUIDICE, D.P.C.



Gregory D. Mosure, P.E., BCEE
Senior Associate

JMM/tlh

Encl.: Bid Canvass

CITY OF ONEIDA
 LAKE STREET PUMP STATION IMPROVEMENTS
 CONTRACT NO. 1E - ELECTRICAL CONSTRUCTION

TABULATION OF BIDS RECEIVED OCTOBER 13, 2023, 11:00 AM


Item	Description	Quantity	Unit	O'Connell Electric Company, Inc.		Patricia Electric	
				7001 Performance Drive North Syracuse, NY 13212		4407 Brown Av Syracuse, NY 13	
				Unit Price	Amount	Unit Price	A
1E.1	Electrical Construction	1	LS	\$922,680.00	\$922,680.00	\$609,000.00	\$60
Total Base Bid					\$922,680.00		\$60

WE CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE CANVASS OF BIDS.

BARTON & LOGUIDICE, D.P.C.:

BY:

DATE:



 Jessica M. Martinez, P.E.
 Project Engineer

_____ 10/13/2023

5. BUDGET TRANSFERS/AMENDMENTS

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

	<u>To</u>	<u>From</u>
<i>2023 Budget Adjustments</i>		
\$ 19,200.00	030.5110.0402.0000 ARPA Tree Contract	030.0030.0912.0000 ARPA Fund Balance

To allocate funds to cover cost of tree removal and trimming for 2023

Ayes:

Nays:

MOTION CARRIED

6. ADVERTISE FOR BIDS-HIGINBOTHAM BROOK CULVERT REPLACEMENT (PHASE 1)

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize the Purchasing Agent to advertise for bids for Higinbotham Brook Culvert Replacement (Phase 1).

Ayes:

Nays:

MOTION CARRIED

7. ADVERTISE FOR BIDS-WATER DEPARTMENT

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize the Purchasing Agent to advertise for bids for Chlorine (Liquid and Gas), Liquid Aluminum Sulfate and Zinc Orthophosphate & Poly Orthphosphate for the Water Department.

Ayes:

Nays:

MOTION CARRIED

8. CELLULAR TELEPHONE ADMINISTRATIVE POLICY

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Employee Acknowledgement of Receipt and Understanding of the Cellular Telephone Administrative Policy from Assistant Codes Enforcement Officer, Brian Rose, be hereby received and placed on file.

RESOLVED, that the Telephone Request Form from Brian Rose, pursuant to the City of Oneida Cellular Telephone Policy adopted June 15, 2010, Resolution 10-153 and reaffirmed on May 17, 2016, be hereby approved.

Ayes:

Nays:

MOTION CARRIED

Attach to Voucher along with Copy of Invoice

Attachment D

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

Employee Name: Brian Rose

Department: Codes Department

Employee's Personal Smart Phone Number: _____

Base Monthly Plan Amount: \$ _____ (Attach copy of Bill)

Reimbursement Amount Requested \$ _____

Payroll account to be charged _____

Employee Signed by: [Signature] Date: _____

Department Head: Bob Burnett Phone No. (315) 751-0377

As Department Head, I verify that the employee listed above is required, due to legitimate business need, to maintain a smart phone to conduct official City of Oneida business. I hereby authorize the employee listed above to use his/her personal smart phone for conducting official City of Oneida business. The Department will pay the employee a smart phone requirement allowance for using his/her personal smart phone in accordance with the City of Oneida's "Cellular Telephone Use Policy".

Common Council Approval:

Date: _____

***Please attach a copy of the first page of your cell phone bill to this form, (to document that you have a cell phone and your monthly plan cost), and submit it to Comptroller's Office. The approval and this form need to be done annually.

Both the employee and the Department should retain a copy.



BRIAN M ROSE
 4538 E MILESTRIP RD
 CANASTOTA, NY 13032-4831

Page: 1 of 4
 Issue Date: Oct 05, 2023
 Account Number: 319057850320
 Foundation Account: 60712373

Please pay immediately to avoid interruption of service and additional fees. If service is suspended due to non-payment then service is restored, a Restoral Fee of up to \$35 will be charged on your next bill.

Want to stop receiving paper bills and enjoy the convenience of paperless billing? Enroll at att.com/paperless

AutoPay: Set up automatic payments that you can update whenever you want. Go to att.com/autopay today.

Total due

\$391.01

Due immediately: \$203.05

Due Oct 26, 2023: \$187.96

Account summary

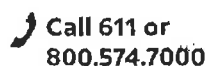
Your last bill	\$348.11
Payment, Sep 19 - Thank you!	-\$145.06
Past due - please pay immediately	\$203.05

Service summary

Account charges <i>Page 2</i>	\$49.92
Wireless <i>Page 2</i>	\$138.04
Total services - due Oct 26, 2023	\$187.96

Total due \$391.01

Ways to pay and manage your account:



Scan to pay



9. APPROVE CONTRACT EXTENSIONS-WWTP CHEMICALS AND LAB SERVICES

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

RESOLVED, to approve 1-year contract extension options for WWTP Chemicals and Lab Services from Kemira, SNF Polydyne Inc, Carus, LLC and Certified Environmental Services, Inc.

Ayes:
Nays:

MOTION CARRIED

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

Jeffrey A. Rowe, P.E.
City Engineer



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

October 20, 2023

Brittany Jarvis
Kemira
4321 W. 6th Street
Lawrence, KS 66049

Re: City of Oneida – 2024 Contract Extension

Dear Ms. Jarvis,

This letter is to express agreement on both parties (City of Oneida and Kemira) to exercise the 1 Year Extension Option that is included in the 2023 Liquid Iron Salts Contract. The 1 Year Extension Option would include the same terms as the signed 2023 Contract during the renewal term January 1, 2024 through December 31, 2024.

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

Sincerely,

Jeffrey A. Rowe, P.E.
City Engineer

Mutual Interest in Exercising 1 Year Extension Contract Option for 2024 Liquid Iron Salts Contract:

CITY OF ONEIDA

KEMIRA

Print: _____

Print: Christina M. Imbragno

Sign: _____

Sign:

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

Jeffrey A. Rowe, P.E.
City Engineer



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

October 20, 2023

Rebecca Beasley
SNF Polydyne, Inc.
1 Chemical Plant Road
Riceboro, GA 31323

Re: City of Oneida – 2024 Contract Extension

Dear Ms. Beasley,

This letter is to express agreement on both parties (City of Oneida and SNF Polydyne) to exercise the 1 Year Extension Option that is included in the 2023 Liquid Cationic Polymer Contract. The 1 Year Extension Option would include the same terms as the signed 2023 Contract during the renewal term January 1, 2024 through December 31, 2024.

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

Sincerely,

Handwritten signature of Jeffrey A. Rowe in black ink.

Jeffrey A. Rowe, P.E.
City Engineer

Mutual Interest in Exercising 1 Year Extension Contract Option for 2024 Liquid Cationic Polymer Contract:

CITY OF ONEIDA

SNF POLYDYNE, INC.

Print: _____

Print: Boyd Stanley, Sr. Vice-President

Sign: _____

Sign: Handwritten signature of Boyd Stanley, Sr. in black ink, written over a horizontal line.

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

Jeffrey A. Rowe, P.E.
City Engineer



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

September 27, 2023

Elizabeth Smith
Carus, LLC
315 Fifth Street PO Box 599
Peru, IL 61354

Re: City of Oneida – 2024 Contract Extension

Dear Ms. Smith,

This letter is to express agreement on both parties (City of Oneida and Carus) to exercise the 1 Year Extension Option that is included in the 2023 Potassium Permanganate Contract. The 1 Year Extension Option would include the same terms as the signed 2023 Contract during the renewal term January 1, 2024 through December 31, 2024.

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

Sincerely,

Jeffrey A. Rowe, P.E.
City Engineer

Mutual Interest in Exercising 1 Year Extension Contract Option for 2024 Potassium Permanganate:

CITY OF ONEIDA

CARUS, LLC

Print: _____

Print: Barbie Smith/Inside Sales Manager

Sign: _____

Sign: Barbie Smith

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

Jeffrey A. Rowe, P.E.
City Engineer



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

October 20, 2023

Barb DuChene
Certified Environmental Services, Inc
7280 Caswell Street
North Syracuse, NY 13212

Re: City of Oneida – 2024 Contract Extension

Dear Ms. DuChene:

This letter is to express agreement on both parties (City of Oneida and Certified Environmental Services, Inc.) to exercise the 1 Year Extension Option that is included in the 2023 Wastewater Treatment Plant (WWTP) Laboratory Services Contract. The 1 Year Extension Option would include the same terms as the signed 2023 Contract during the renewal term January 1, 2024 through December 31, 2024.

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

Sincerely,

Jeffrey A. Rowe, P.E.
City Engineer

Mutual Interest in Exercising 1 Year Extension Contract Option for 2024 Wastewater Treatment Plant (WWTP) Laboratory Services Contract:

CITY OF ONEIDA

Certified Environmental Services

Print: _____

Print: Barbara L. DuChene

Sign: _____

Sign: B DuChene
10-31-23

10. INTRODUCE A LOCAL LAW AMENDING CHAPTER 147 OF THE CODE OF THE CITY OF ONEIDA REGARDING SOLID WASTE AND DISPOSAL-SCHEDULE PUBLIC HEARING

RESOLUTION 23-

Moved by Councilor
Seconded by Councilor

WHEREAS, the City of Oneida Common Council introduces this Local Law to revise the Code of the City of Oneida to promote the public safety and welfare of the City and its residents by clarifying the means of disposing of solid waste within the City; 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

WHEREAS, no other agency has the legal authority or jurisdiction to approve or directly undertake the enactment of a local law 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, with the result that the Common Council shall act as lead agency in this matter; and

WHEREAS, the adoption of said Local Law is an unlisted action for purposes of environmental review under SEQRA and the Common Council has determined that a short environmental assessment form (EAF) shall be required in connection with this matter; and

WHEREAS, said EAF has been prepared and has been reviewed by the Common Council; and

WHEREAS, the Common Council has considered the adoption of said Local Law, has considered the criteria contained in 6 N.Y.C.R.R. Part 617.7 and has compared the impacts which may be reasonably expected to result from the adoption of said Local Law against said criteria.

NOW, THEREFORE, it is

RESOLVED AND DETERMINED, that there are no other involved agencies, that the Common Council shall act as lead agency and that the enactment of the proposed Local Law is an unlisted action for purposes of SEQRA review; and it is further

RESOLVED AND DETERMINED, that the Common Council has determined this action shall have no significant adverse impact on the environment; that, accordingly, an environmental impact statement (EIS) shall not be required; and that this resolution shall constitute a negative declaration under SEQR; and it is further

RESOLVED AND DETERMINED, that the Common Council shall conduct a public hearing as to the enactment of the proposed Local Law at the Oneida City Hall located at 109 North Main Street, Oneida, New York on November 21, 2023, at 6:30 p.m., or as soon thereafter as the matter can be heard, at which time all persons interested in the subject shall be heard; and it is further

RESOLVED, that notice of said public hearing shall be provided at least five (5) days prior to the

date of said public hearing in a newspaper of general circulation within the City of Oneida.

Ayes:

Nays:

MOTION CARRIED

A LOCAL LAW AMENDING CHAPTER 147 THE CODE OF THE CITY OF ONEIDA
REGARDING SOLID WASTE AND DISPOSAL

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. PURPOSE.

The purpose of this local law is to promote the public safety and welfare of the City and its residents by clarifying the means of disposing of solid waste within the City.

Section 3. AMENDMENT OF THE CODE OF THE CITY OF ONEIDA SECTION 147-1, TITLED "DEFINITIONS."

Section 147-1, titled "Definitions," is hereby amended to add the following provision, which shall read in its entirety as follows:

"DUMPSTER – A bulk storage container for garbage, junk, refuse, rubbish, construction debris, demolition debris and/or other waste materials, and which may be of the open or enclosed variety, and is typically hoisted onto or mechanically emptied into a specifically equipped truck for transporting said waste to a designated facility, but can also be hauled directly to the point of disposal or other conveyance for disposal."

Section 4. AMENDMENT OF THE CODE OF THE CITY OF ONEIDA SECTION 147-3, TITLED "COLLECTION AND DISPOSAL GENERALLY."

So that Subsection A of Section 147-3, titled "Collection and disposal generally" is hereby amended to read in its entirety:

"A. Collection containers, as approved by the Department of Code Enforcement, shall be made of adequate material, shall be of substantial construction, shall have handles and shall have attached tight-fitting covers tethered to the can. They shall be watertight and shall be fly- and rodent-tight. No can, bag, container or other receptacle used for the purpose of holding garbage, junk, refuse, rubbish, construction debris, demolition debris or any other waste materials, shall at any time, within the established inside district, be

placed or kept on ground level of any premises at any point nearer the street line fronting such premises than the rear line of the main building, except on the designated curbside collection day provided for herein.”

Section 5. AMENDMENT OF THE CODE OF THE CITY OF ONEIDA SECTION 147-4, TITLED “CURBSIDE COLLECTION REQUIREMENTS.”

So that Subsection (3) of Subsection C of Section 147-4, titled “Curbside collection requirements” is hereby amended to read in its entirety:

“(3) Dumpsters servicing commercial establishments and/or apartments shall be placed in a suitable location on said premises as approved by the Department of Code Enforcement such that the dumpster does not constitute a public nuisance. Waste in these dumpsters must be collected at least once per week.”

Section 6. 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 7. EFFECTIVE DATE

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

Short Environmental Assessment Form
Part 1 - Project Information

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

Part 1 - Question 1: Narrative Description

To enact a Local Law amending the Code of the City of Oneida to promote the public safety and welfare of the City and its residents by clarifying the means of disposing of solid waste within the City.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
City of Oneida			
Name of Action or Project: A Local Law Amending Chapter 147 of the Code of the City of Oneida Regarding Solid Waste and Disposal			
Project Location (describe, and attach a location map): City-wide			
Brief Description of Proposed Action: The proposed Local Law will amend the Code of the City of Oneida to promote the public safety and welfare of the City and its residents by clarifying the means of disposing of solid waste within the City.			
Name of Applicant or Sponsor: City of Oneida Common Council		Telephone: (315) 363-7378 E-Mail: slapera@noeidacity.com	
Address: 109 North Main Street			
City/PO: Oneida		State: NY	Zip Code: 13421
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?			
	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?			
	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			
	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?			
	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

- Shoreline Forest Agricultural/grasslands Early mid-successional
 Wetland Urban Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input type="checkbox"/>	YES <input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO <input type="checkbox"/>	YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: City of Onelda Common Council Date: November 8, 2023

Signature: _____ Helen Acker Title: Mayor

Project:	Amend Ch. 147
Date:	November 8, 2023

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	

Project:	Amend Ch. 147
Date:	November 8, 2023

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Oneida Common Council <hr/> Name of Lead Agency	November 8, 2023 <hr/> Date
Helen Acker <hr/> Print or Type Name of Responsible Officer in Lead Agency	Mayor <hr/> Title of Responsible Officer
<hr/> Signature of Responsible Officer in Lead Agency	<hr/> Signature of Preparer (if different from Responsible Officer)

NEW BUSINESS

Motion to adjourn by Councilor
Seconded by Councilor

Ayes:
Nays:

MOTION CARRIED

The regular meeting is hereby adjourned at _____ p.m.

CITY OF ONEIDA

Sandra LaPera, City Clerk