



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

**AGENDA**

Date:	December 29, 2023	Presiding:	Helen B. Acker, Mayor
	Year-end Closeout Meeting		
Time:	8:00a.m.	Clerk:	Sandy LaPera, City Clerk
Location:	Common Council Chambers	Meeting Type:	Regular <input type="checkbox"/> Special <input checked="" type="checkbox"/>

Call to Order/Pledge of Allegiance/Roll Call

**OLD BUSINESS:**

Approval of the Minutes: December 19, 2023

Approval of Warrant: 25

Item	Title	Facilitator
1.	<b>COLLECTION OF TAXES:</b> approve the 2024 Tax Warrant and authorize the City Chamberlain to proceed with the collection of taxes for the year 2024	HOOD
2.	<b>AGREEMENT:</b> authorize the Mayor to sign an agreement with Bonadio & Co. LLP, 432 North Franklin St., Syracuse, NY 13204 to audit the City's financial Statements for the year ended 2023	WELLS
3.	<b>BUDGET TRANSFERS/AMENDMENTS:</b> approve the Budget Transfers and Amendments as outlined by the Comptroller	WELLS
4.	<b>AMUSEMENT DEVICE LICENSE:</b> approve the 2024 Amusement Device License Application from Stanton Automatics, 2150 Ellis Dr., Auburn NY for machines at various locations within the City of Oneida	LAPERA
5.	<b>MEMORANDUM OF UNDERSTANDING:</b> authorize the Police Chief to sign a Memorandum of Understanding with Helio Health, Inc. for usage of their Intensive Crisis Stabilization Centers	LOWELL
6.	<b>AMUSEMENT DEVICE LICENSE:</b> approve the 2024 Amusement Device License Application National Entertainment Network, LLC 246 S. Taylor Ave., Suite 200, Louisville, CO for machines at Walmart in the City of Oneida	LAPERA

**NEW BUSINESS**

**MINUTES OF THE COMMON COUNCIL  
SPECIAL MEETING-YEAR-END CLOSEOUT  
DECEMBER 29, 2023**

A special meeting of the Common Council of the City of Oneida, NY was held on the twenty-ninth day of December 2023 at 8:00 AM the City of Oneida Common Council Chambers, 109 N. Main Street, Oneida NY 13421.

The meeting was called to order by Mayor Helen B. Acker

<u>Attendees</u>	<b>Present</b>	<b>Absent</b>	<b>Arrived Late</b>
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

**OLD BUSINESS:**

**APPROVAL OF MINUTES**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the minutes of the regular meeting of December 19, 2023, are hereby approved as presented.

Ayes:

Nays:

**MOTION CARRIED**

**APPROVAL OF WARRANT**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that Warrant No. 25, checks and ACH payments in the amount of \$\_\_\_\_\_ 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**

1. 2024 COLLECTION OF TAXES

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, that the tax warrant for the year 2024 herewith in all respects is hereby approved and issued, and the City Chamberlain is hereby authorized to proceed with the collection of taxes for the year 2024, **and be it further**

**RESOLVED**, that pursuant to Section 5.8 of the City Charter, there shall be levied and raised on the taxable real estate property of the entire City, in manner from and to the extent heretofore authorized and directed by the Common Council, the necessary sums of money for the estimates and disbursements for the year 2024, constituting the budget for the City of Oneida, as the same has been heretofore adopted and approved, and the tax of the several amounts for the different funds of the City, constituting said budget, to be computed at the ratios and upon the different property in said budget and levy set forth.

Ayes:

Nays:

**MOTION CARRIED**

STATE OF NEW YORK

COUNTY OF MADISON

CITY OF ONEIDA

The People of the State of New York to  
Anna Hood, City Chamberlain of the City of Oneida, New York

GREETINGS

You are hereby commanded to levy, receive and collect from the several persons, associations, and corporations named in the assessment roll hereunto annexed, the several sums set opposite their respective names, for any and all purposes with such percentage of penalty and interest as in the Charter of said City or otherwise provided by law, for the collection and levying of County taxes by Town Collectors, and to return said warrant, except that where the corporations have paid the tax upon their income as provided by Chapter 726 of the Laws of New York 1917 as amended, and collection of the assessment on personal property, if any of such corporation shall be omitted.

You will, upon receipt of this warrant, levy and collect all taxes contained in said roll and the whole of all assessments and return said warrant and roll to the City Clerk, as above provided. You are hereby authorized and commanded to accept and collect the whole of said taxes or assessments in this assessment roll at the time and place stated for collection of said taxes from the person or association or corporation volunteering to pay the same.

Immediately upon delivery of said roll and warrant to you by the City Clerk, you will publish a notice in the official newspaper of the City, weekly for four (4) consecutive weeks, that you will attend your office with said roll and warrant for sixty (60) days after the first publication of said notice, Saturdays, Sundays and legal holidays excepted, from eight o'clock in the morning to three-thirty o'clock in the afternoon to receive City, County and State taxes then due and levied, and it shall be your duty to attend accordingly. All taxes or assessments paid within thirty (30) days after the first publication of said notice shall be payable without fees, percentages or interest thereon.

Of all taxes or assessments remaining unpaid after the expiration of said thirty (30) days and within (60) days and within ninety (90) days you will collect five (5) percent additional, and all remaining unpaid after the expiration of ninety (90) days from the publication shall bear and there shall be collected thereon in addition to said per cent interest rate of one percent per month up to a maximum of then (10) percent for all interest charges.

If any taxes shall remain unpaid after the expiration of said sixty (60) days after the first publication of this notice, you will serve or cause to be served upon the persons whom such taxes remain charges, a written notice requiring him or her to pay the same to you as such City Chamberlain within ten (10) days from the service of such notice. Such notice may be served upon any person personally or by leaving it at his or her residence in said City or by depositing it in the post office of said City properly enclosed in a postpaid wrapper directed to him or her at his or her residence or reputed place of business.

If any person shall neglect or refuse to pay any taxes charged against him or her within the said ten (10) days, you are hereby authorized to issue your warrant under your hand and seal of the City of Oneida, and address the same to any police officer in said City and command any such officer to levy upon any personal property in the City of Oneida, in the County of Madison, belonging to or in the possession of persons whose tax remains unpaid and cause the same to be sold at public auction for the payment of such tax and fees and expenses of collection, and for so doing this shall be your sufficient warrant.

And whereby certify that the annexed assessment roll certified to us by the Assessor of the City of Oneida is correct. Given under the seal of the City of Oneida and the hands of the Mayor and Common Council this twenty-ninth day of December, 2023.

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**HELEN B. ACKER, MAYOR**

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**James Szczerba**  
Councilor Ward 1

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**Stephen Laureti**  
Councilor Ward 2

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**Richard Rossi**  
Councilor Ward 3

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**Michelle Kinville**  
Councilor Ward 4

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**William Pagano**  
Councilor Ward 5

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**Thomas Simchik**  
Councilor Ward 6

2. AGREEMENT-BONADIO & CO., LLP-2023 YEAR END AUDIT

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, to authorize the Mayor to sign an agreement with Bonadio & Co. LLP, 432 North Franklin St., Syracuse, NY 13204 to audit the City's financial Statements for the year ended 2023.

Ayes:

Nays:

**MOTION CARRIED**



December 14, 2023

City of Oneida, New York  
Honorable Mayor, Helen Acker  
109 North Main Street  
Oneida, New York 13421

We are pleased to confirm our understanding of the services we are to provide for City of Oneida, New York (the City) for the year ended December 31, 2023.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Oneida, New York as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis (MD&A)
- 2) Budgetary Comparison Schedules
- 3) Schedule of Changes in Total Other Postemployment Benefit Liability and Related Ratios
- 4) Schedule of Proportionate Share of Net Pension Liability (Asset)
- 5) Schedule of Contributions - Pension Plans
- 6) Notes to the Required Supplementary Information

432 North Franklin Street, #60  
Syracuse, NY 13204  
p (315) 476-4004  
f (315) 254-2384

[www.bonadio.com](http://www.bonadio.com)

**Audit Scope and Objectives (Continued)**

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards (SEFA).
- 2) Combining Financial Statements and Nonmajor Fund Budgetary Comparison Schedules, if applicable.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

**Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

**Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit  
(Continued)**

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Proper Adoption of GASB 96 – *Subscription Based Information Technology Arrangements (SBITA)* as it relates to completeness and proper footnote disclosures
- Completeness and accuracy of capital asset records

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

**Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit  
(Continued)**

In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

**Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, RSI, supplementary information other than RSI, and related notes of the City in conformity with accounting principles generally accepted in the United States and the Uniform Guidance based on information provided by you. We will also assist in preparing the schedule of expenditures of federal awards, schedule of state transportation assistance expended, and preparing the Data Collection Form. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

**Responsibilities of Management for the Financial Statements and Single Audit (Continued)**

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

**Responsibilities of Management for the Financial Statements and Single Audit (Continued)**

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

With regard to using the auditor's report, you understand you must obtain our prior written consent to reproduce our report in bond offerings, official statements, or other documents, if required under the bond requirements.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

**Engagement Administration, Fees, and Other (Continued)**

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bonadio & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bonadio & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a federal agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Keeley Ann Hines, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$29,500 (an additional \$2,500 for a federal single audit required over 1 major program). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. In the event certain circumstances, as listed in Appendix A, arise during the engagement, our agreed upon fees will be affected and additional fees may be assessed. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

All services will be rendered by and under the supervision of qualified staff in accordance with AICPA standards and the terms and conditions set forth in this letter. We make no other representation or warranty regarding either the services to be provided or any Deliverables; in particular, and without limitation of the foregoing, any express or implied warranties of fitness for a particular purpose, merchantability, warranties arising by custom or usage in the profession, and warranties arising by operation of law are expressly disclaimed.

In no event, unless it has been finally determined that we were grossly negligent or acted willfully or fraudulently, shall we be liable to you or any of your officers, directors, employees or shareholders or to any other third party, whether a claim be in tort, contract or otherwise for any amount in excess of the total professional fee paid by you to us under this agreement for the particular service to which such claim relates. In no event shall we be liable for any special, consequential, indirect, exemplary, punitive, lost profits or similar damages, even if we have been apprised of the possibility thereof.



**Engagement Administration, Fees, and Other (Continued)**

Neither party shall be liable to the other for any delay or failure to perform any of the services nor obligations set forth in this letter due to causes beyond its reasonable control. All terms and conditions of this letter that are intended by their nature to survive termination of this letter shall survive termination and remain in full force, including but not limited to the terms and conditions concerning payments, warranties, limitations of liability, indemnities, and resolution of differences. If any provision of this letter is determined to be invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

You agree to indemnify and hold us harmless and our personnel from any and all Third-Party claims, liabilities, costs, and expenses, including reasonable attorney fees, arising from or relating to the services under this Agreement, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of us relating to such services.

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identity for purposes of the award of attorneys' fees.

In the unlikely event that differences concerning this engagement or our services provided hereunder should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, we both agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to this engagement. This engagement will be governed by the laws of the State of New York.

We have the right to withdraw from this engagement if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts. Our withdrawal will release us from any obligation to complete the work described in this letter and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

**Reporting**

We will issue a written report upon completion of our Single Audit. Our report will be addressed to the Common Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

**Reporting (Continued)**

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

**Electronic Communications**

In performing services under this Agreement, Bonadio & Co., LLP and/or the City may wish to communicate electronically either via facsimile, electronic mail, cloud-based portal or similar methods (collectively, "Electronic Means"). However, the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Unless you notify us otherwise, we shall regard your acceptance of this Agreement as your consent to use Electronic Means. It is therefore your responsibility to notify Bonadio & Co., LLP when/if your employee(s) no longer require access to Electronic Means that are controlled by Bonadio. Such notice may be sent by email to the partner responsible for this engagement at the address noted in the signature section of this Agreement. All risks related to your business, including access connected with the use of Electronic Means by you or your employees are borne by you and are not our responsibility. It is therefore your responsibility to notify Bonadio & Co., LLP when/if your employee(s) no longer require access to Electronic Means that are controlled by Bonadio.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2020 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please and return it to us.

Very truly yours,  
BONADIO & CO., LLP



By:  
Keeley Ann Hines, CPA  
Partner

**RESPONSE:**

This letter correctly sets forth the understanding of City of Oneida, New York.

Management signature:

\_\_\_\_\_

Title: \_\_\_\_\_

Governance signature:

\_\_\_\_\_

Title: \_\_\_\_\_



**EisnerAmper LLP**  
8550 United Plaza Blvd.  
Suite 1001  
Baton Rouge, LA 70809  
T 225.922.4600  
F 225.922.4611  
[www.eisneramper.com](http://www.eisneramper.com)

## Report on the Firm's System of Quality Control

September 18, 2023

To the Partners of Bonadio & Co., LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Bonadio & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended April 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Bonadio & Co., LLP applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended April 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Bonadio & Co., LLP has received a peer review rating of *pass*.

EisnerAmper LLP  
Baton Rouge, Louisiana

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC are independently owned firms that practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed CPA firm that provides attest services, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms.

**Appendix A**  
**Circumstances Affecting Timing and Fee Estimate**

The fee quoted for the audit is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually requires reassignment of personnel used in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Bonadio & Co., LLP may incur significant unanticipated costs. The audit start date will be agreed upon with management.
2. All audit schedules are (a) not provided by you on the date requested, (b) not completed in an appropriate format or mathematically correct, or (c) not in agreement with the appropriate records (e.g., general ledger accounts, source documents, confirmations).
3. If all requested information is not provided by the date requested, additional fees at standard hourly rates will be charged for all work performed after the scheduled fieldwork dates.
4. Weaknesses or significant changes in the internal control structure or systems.
5. Necessary changes to management prepared financial statements.
6. Significant new issues or changes as follows:
  - a) Significant new accounting issues that require an unusual amount of time to resolve,
  - b) Significant changes or transaction that occur prior to the issuance of our reports,
  - c) Significant changes in auditing requirements set by regulators.
7. Significant delays in your assistance in the engagement or delays in reconciling variances as requested by Bonadio & Co., LLP.
8. All invoices, contracts, or other documents, which we will identify, are not located by your personnel or made ready for our easy access.
9. Significant level of proposed adjustments identified during our audit.
10. Changes in audit scope caused by events that are beyond our control.
11. Untimely payment of our invoices as they are rendered.
12. Delays in engagement continuance due to outside parties including attorneys and lending institutions.
13. Additional major funds that you choose to report which do not qualify as a major fund in accordance with Government Accounting Standards Board Statement No. 34.

3. BUDGET TRANSFERS/AMENDMENTS

RESOLUTION 23-

Moved by Councilor  
Seconded by Councilor

	<u>To</u>	<u>From</u>
<b>2023 Budget Adjustments</b>		

\$	17,500.00	001.3650.0400.0000 Demolition	001.1620.0401.0000 General Electric & Gas
----	-----------	----------------------------------	--

*To re-allocate funds to cover costs for emergency demolition*

Ayes:  
Nays:  
**MOTION CARRIED**

4. AMUSEMENT DEVICE LICENSE-STANTON AUTOMATICS

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, to approve the Amusement Device License Application from Stanton Automatics, 2150 Ellis Dr., Auburn, NY 13021 for machines located at:

- Bec's Ivy Grill
- Denny's # 7175
- Frogs
- MoviePlex
- Pepi's Pizza
- Pop a Top
- Price Chopper # 213

Ayes:

Nays:

**MOTION CARRIED**

OFFICE OF THE CITY CLERK

LICENSE APPLICATION

TYPE: AMUSEMENT DEVICE LICENSE  
YEAR: 2024  
FEES: 1-5 MACHINES \$200 6 OR MORE \$300  
DUE: January 1, 2024  
Late fee assessed after January 31 \$50  
Late fee assessed after February 28 \$100

RECEIVED  
DEC 12 2023

CITY CLERK

BUSINESS NAME: Stanton Automatics  
OWNER/APPLICANT: Matthew Hilimire  
ADDRESS: 2150 Ellis Dr Auburn NY 13021  
PHONE NUMBER: 315 253 5573

The above referenced business does hereby apply for a license in the City of Oneida for the purpose of owning and operating amusement device machines.

LOCATION	TYPE OF MACHINE	NUMBER OF MACHINES
<u>Bec's Ivy Grill</u>	<u>Video, pool, dart, trivia, foosball</u>	<u>5</u>
<u>Annys # 7175</u>	<u>Redemption</u>	<u>2</u>
<u>Frogs</u>	<u>Pool, dart</u>	<u>3</u>
<u>movieplex</u>	<u>Redemption</u>	<u>4</u>
<u>Pepi's Pizza</u>	<u>Video, Redemption</u>	<u>6</u>

APPLICANT SIGNATURE: [Signature] DATE: 12/4/23

FOR OFFICE USE ONLY

APPROVED BY THE COMMON COUNCIL

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
POLICE CHIEF

LICENSE #: \_\_\_\_\_

EXPIRES: December 31, 2024

OFFICE OF THE CITY CLERK

LICENSE APPLICATION

RECEIVED  
DEC 12 2023

TYPE: AMUSEMENT DEVICE LICENSE

YEAR: 2024

FEES: 1-5 MACHINES \$200 6 OR MORE \$300

DUE: January 1, 2024

Late fee assessed after January 31 \$50

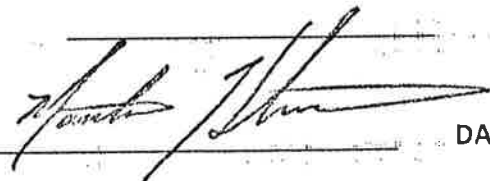
Late fee assessed after February 28 \$100

CITY CLERK

BUSINESS NAME: Stanton Automatics  
OWNER/APPLICANT: Matthew Hulemire  
ADDRESS: 2150 Ellis Dr. Auburn, NY 13021  
PHONE NUMBER: 315 253 5573

The above referenced business does hereby apply for a license in the City of Oneida for the purpose of owning and operating amusement device machines.

LOCATION	TYPE OF MACHINE	NUMBER OF MACHINES
<u>Pop - A - TOP</u>	<u>Pool, dart, trivia</u>	<u>3</u>
<u>Price Chopper #213</u>	<u>Redemption</u>	<u>2</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPLICANT SIGNATURE:  DATE: 12/4/23

FOR OFFICE USE ONLY

APPROVED BY THE COMMON COUNCIL

\_\_\_\_\_  
MAYOR  
POLICE CHIEF  
LICENSE #: \_\_\_\_\_ EXPIRES: December 31, 2024



5. MEMORANDUM OF UNDERSTANDING-HELIO HEALTH SERVICES

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, to authorize the Police Chief to sign a Memorandum of Understanding with Helio Health, Inc. 555 E. Genesee St., Syracuse, NY 13202, for usage of their Intensive Crisis Stabilization Centers.

Ayes:

Nays:

**MOTION CARRIED**

**Memorandum of Understanding  
between  
Helio Health, Inc.  
And  
City of Oneida Police Department**



**Background and Purpose**

Helio Health is dedicated to providing crisis intervention services to adults, youth, and families in our community. The Intensive Crisis Stabilization Center (“ICSC”) serves as a level of care for persons in crisis to receive services to stabilize their current behavioral health crisis and work with the person to wrap services around them to maintain their stability in the community. The ICSC provides rapid drop-off and triage services for individuals arriving via law enforcement, emergency medical services, and mobile crisis units.

This Agreement is developed to support and facilitate the efforts of the two agencies to cooperate in their efforts to provide supportive services to persons recovering from substance use and other behavioral health disorders.

**Services to be provided by Helio Health, Inc.**

Helio Health will operate the ICSC, which provides voluntary support, assistance, and urgent treatment to individuals experiencing a mental health and/or substance use crisis across the lifespan with an emphasis on peer recovery and support 24/7/365. The ICSC offers rapid access to services, including medication treatment, for acute Mental Health and/or Substance Use symptoms to assist in diversion from a higher level of care. Individuals may receive ICSC stabilization and referral services for up to 24 hours. The ICSC provides services to the five county Central New York region (Onondaga, Oswego, Madison, Cortland, and Cayuga).

**Expectations of Agencies**

- When law enforcement has a person in crisis in the community who would benefit from the ICSC’s services, law enforcement will initiate a call to the ICSC via the dedicated emergency services phone number: 315-434-5334.
- Law enforcement will provide the ICSC with as much detailed information as possible, including but not limited to: Name, DOB, nature of crisis, person’s willingness to receive ICSC services, and any support people that might be arriving with them.
- Upon arrival to the ICSC, law enforcement will utilize the emergency services entrance to bring the person in.
- ICSC’s dedicated emergency services triage staff will confirm with the arriving law enforcement officer information gathered via the initiating phone call and request any other necessary information.
- Law enforcement may then leave the recipient with ICSC staff.
- If the person arrives and demonstrates symptoms or criteria above the level of care ICSC can offer, law enforcement will be requested to then bring the recipient to CPEP.

- Sometimes law enforcement has written a 9.41 for an individual, or is executing a 9.45 written by a qualified designee, or is executing a 9.58 for a mobile crisis unit. ICSC services are voluntary so 9.41, 9.45 and 9.58 transport orders will only be accepted when the individual, law enforcement/emergency medical services/mobile crisis units, and ICSC staff agree that the ICSC is an appropriate level of care.

### **Confidentiality**

The agencies acknowledge and agree that, in the course of their collaboration, the agencies' staffs may obtain confidential information and records about the other agency, including, but not limited to, information about recipients and agency practices and procedures. The agencies agree that each shall comply with all applicable laws, including the Health Insurance Portability and Accountability Act ("HIPAA"), 42 CFR Part 2 (Confidentiality of Substance Use Disorder Patient Records), and Section 33.13 of the Mental Hygiene Law. The parties agree to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any other individual or agency.

### **Term and Termination**

The term of this MOU shall be for one (1) year from the Effective Date indicated above ("Initial Term"). Upon the expiration of the Initial Term, this MOU shall automatically renew upon the same terms and conditions for additional one (1) year periods (each a "Renewal Term"), unless either agency gives written notice to the other of the intention not to renew not less than ninety (90) days prior to the expiration of the then current term. The MOU may be terminated by either agency with or without cause, in whole, or in part, upon sixty (60) days' prior written notice to the other agency.

### **Relationship of Agencies**

No agent or employee of either agency shall be deemed an agent or employee of the other agency. Each agency will be solely and entirely responsible for the acts of its agents, subcontractors, or employees. Neither agency will be under the direction or supervision of the other in the performance of its duties. Nothing in the MOU shall be construed to create an employer/employee relationship between the agencies or between either agency and the employees or contractors of the other agency. Neither agency nor its employees or contractors shall be eligible for any employee benefits programs of the other agency nor shall they have any claim under the MOU or otherwise against the other Agency for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits, or any other employee benefits of any kind.

**The remainder of this page is intentionally left blank. The signature page follows.**

**Review and Approval**

Signatures of the agency heads indicate acceptance of the terms of this agreement and commitment to carry it out in the interests of the community.

For City of Oneida Police Department

For Helio Health, Inc.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

6. AMUSEMENT DEVICE LICENSE-NATIONAL ENTERTAINMENT NETWORK, LLC

**RESOLUTION 23-**

Moved by Councilor  
Seconded by Councilor

**RESOLVED**, to approve the Amusement Device License Application from National Entertainment Network, LLC, 246 S. Taylor Ave., Suite 200, Louisville, CO 80027 for machines located at:

- Walmart #2444-1294 Upper Lenox Ave.

Ayes:

Nays:

**MOTION CARRIED**

OFFICE OF THE CITY CLERK  
LICENSE APPLICATION

RECEIVED  
DEC 28 2023

City Clerk

TYPE: AMUSEMENT DEVICE LICENSE  
 YEAR: ~~XXXX~~ 2024  
 FEES: 1-5 MACHINES \$200 6 OR MORE \$300  
 DUE: January 1, ~~XXXX~~ 2024  
 Late fee assessed after January 31 \$50  
 Late fee assessed after February 28 \$100

BUSINESS NAME: National Entertainment Network, LLC  
 OWNER/APPLICANT: National Entertainment Network, LLC  
 ADDRESS: 246 S Taylor Ave, Suite 200; Louisville, CO 80027  
 PHONE NUMBER: 303 444 2559

The above referenced business does hereby apply for a license in the City of Oneida for the purpose of owning and operating amusement device machines.

LOCATION	TYPE OF MACHINE	NUMBER OF MACHINES
<u>Wal-Mart #2444</u>	<u>Crane Claw Machines</u>	<u>2</u>
<u>1294 Upper Lenox Ave</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

APPLICANT SIGNATURE:  DATE: 12/13/23  
 Jennifer Hoon - License Specialist - Tax.Department@nen-inc.com

FOR OFFICE USE ONLY

APPROVED BY THE COMMON COUNCIL

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
POLICE CHIEF

LICENSE #: \_\_\_\_\_ EXPIRES: December 31, 2023

**COIN-OPERATED MACHINES PLACED IN THE CITY OF ONEIDA  
 NATIONAL ENTERTAINMENT NETWORK - PITTSBURGH  
 as of: 12/13/2023**

CITY COUNTY STATE  
 ONEIDA MADISON NY

Mach #	Mach Ser #	Mach Type	Client #	Client Name	Address	# of Mach	Fee
00026293	143921	CR TREAS RBC 42	WM002444	WAL-MART #2444	1294 UPPER LENOX AVENUE	1	
00023109	126893	CR SUPER RBC 60	WM002444	WAL-MART #2444	1294 UPPER LENOX AVENUE	1	
<b>TOTAL AMUSEMENT MACHINES / FEES</b>						<b>2</b>	<b>\$ 200.00</b>

**NEW BUSINESS:**

Motion to adjourn by Councilor  
Seconded by Councilor

The special meeting is hereby adjourned at \_\_\_\_\_ a.m.

**CITY OF ONEIDA**

\_\_\_\_\_  
Sandra LaPera, City Clerk