



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

AGENDA

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

Call to Order/Pledge of Allegiance/Roll Call

PROCLAMATION: Zonta Says No to Violence Day (Accepted by Faye Eastwood)
SWEARING IN: Swearing In of Kyle Lovell, City Manager
PUBLIC HEARING: A Local Law amending Chapter 116 of the Oneida City Code regarding Peddling and Solicitation
PUBLIC COMMENT: Limited to 3 minutes
OLD BUSINESS:

REPORTS:

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

Approval of the Minutes: October 15, 2024
October 21, 2024-Special Meeting
Approval of Warrant: 22

Item	Title	Facilitator
1.	ADOPT LOCAL LAW: adopt a Local Law amending the annual income ranges for senior citizens as set forth in Chapter 165 of the Oneida City Code and creating a Cold War Veterans Exemption (Roll Call Vote)	MAYOR
2.	AGREEMENT: authorize the City Manager to sign lease agreements with Enterprise Fleet Management and T&D Fleet Solutions for the lease and upfit of replacement Police vehicles.	LOWELL
3.	INTRODUCE LOCAL LAW: introduce a Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law §3-C and schedule a Public Hearing for Tuesday, November 19, 2024, at 6:30p.m., Common Council Chambers, 109 N. Main Street Oneida	MAYOR

Item	Title	Facilitator
4.	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 2024 assessment roll to be relieved onto the 2025 tax roll, and schedule a Public Hearing for Tuesday, November 19, 2024, at 6:30p.m. in Common Council Chambers, 109 N. Main St. Oneida (Report will be provided prior to the meeting-not available until after November 1)	ROWE
5.	2025 MAYOR'S BUDGET: receive and place on file the 2025 City of Oneida Mayor's Budget and schedule a Public Hearing for Tuesday, November 19, 2024, at 6:30p.m. in Common Council Chambers, 109 N. Main St., Oneida	MAYOR
6.	BUDGET TRANSFERS/AMENDMENTS: approve the budget transfers and amendments as outlined by the Comptroller, or a third party duly retained by the City of Oneida to perform such services	WELLS
7.	ADVERTISE FOR BIDS: authorize the Purchasing Agent or a third party duly retained by the City of Oneida to perform such services, to advertise for bids for WWTP Chemicals and Lab Services	ROWE
8.	WATER DEPARTMENT AGREEMENTS: authorize the City Manager to sign the 2025 Marble Hill Maintenance Agreement; the 2025 Stockbridge Water District Maintenance Agreement; and the 2025 Prospect Street Water District Maintenance Agreement	MONAGHAN
9.	ESTABLISH RESERVE FUND: authorize the Comptroller, or a third party duly retained by the City of Oneida to perform such services to establish a Fire Apparatus Reserve Account	WELLS
10.	AGREEMENT: authorize the City Manager to sign a contract with Brown's Moving and Storage as outlined in the City Manager's Employment Contract and approve a one-time payment to said vendor for moving expenses	CITY MANAGER
11.	AGREEMENT: authorize the City Manager to sign an updated Madison County Interoperable Communications System Agreement for the use of public safety interoperable communications equipment and systems	LOWELL

NEW BUSINESS:

EXECUTIVE SESSION: To seek advice of Counsel

MINUTES OF THE COMMON COUNCIL
REGULAR MEETING
NOVEMBER 6, 2024

A meeting of the Common Council of the City of Oneida, NY was held on the sixth day of November 2024 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 Rick Rossi.

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

Also, Present

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

Call to Order/Pledge of Allegiance/Roll Call

PROCLAMATION: Zonta Says No to Violence Day-Accepted by Faye Eastwood

Proclamation

City of Oneida - Office of the Mayor

WHEREAS, Zonta International is a leading global organization of professionals with more than 29,000 members in 62 countries working together to make gender equality a worldwide reality for women and girls, **and**

WHEREAS, Zonta International has contributed to help achieve a world free of violence against women and girls for more than 100 years, and, since 2012, continues to raise awareness of crimes of violence against women and girls through their yearly "Zonta Says No To Violence" Campaign for 16 consecutive days from November 25th through December 10th, **and**

WHEREAS, the World Health Organization estimates that one in three women worldwide have experienced physical and/or sexual violence, **and**

WHEREAS, more than 650 million women alive today were married as children and 12 million girls are married before the age of 18 each year, **and**

WHEREAS, the crime of violence against women and girls continues to be the most prevalent human rights violation, and a global epidemic, due to systemic use of physical, emotional, verbal, sexual, psychological, and economic control and/or abuse; such crimes do not know any national or cultural barriers and affect millions of women and girls of all races and socioeconomic backgrounds, in peacetime and conflict, **and**

WHEREAS, Zonta International envisions and continues to strive for a world where every woman is able to achieve her full potential, have access to all resources, is treated with dignity and respect, and is represented on an equal basis with men; **and now therefore,**

I, Rick Rossi, Mayor do hereby proclaim November 6, 2024, as:

"Zonta Says No to Violence Against Women Day"

in the City of Oneida and encourage all residents to practice and promote gender equality, to advocate for survivors of gender-based violence, and to act in service on their behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affix the official seal of the City of Oneida on this 6th day of November 2024.

Mayor Rick Rossi

SWEARING IN: Swearing In of City Manager, Kyle Lovell

PUBLIC HEARING: A Local Law amending Chapter 116 of the Oneida City Code regarding Peddling and Solicitation

**OPEN PUBLIC HEARING
AMEND CHAPTER 116 OF THE ONEIDA CITY CODE REGARDING PEDDLING AND SOLICITATION**

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing to amend Chapter 116 of the Oneida City Code regarding Peddling and Solicitation is hereby opened at ____p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPEARANCES

**CLOSE PUBLIC HEARING
AMEND CHAPTER 116 OF THE ONEIDA CITY CODE REGARDING PEDDLING AND SOLICITATION**

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing to amend Chapter 116 of the Oneida City Code regarding Peddling and Solicitation is hereby closed at ____p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

PUBLIC COMMENT:

OLD BUSINESS:

REPORTS:

- Mayor's Report
- City Manager's Report

APPROVAL OF MINUTES

Moved by Councilor
Seconded by Councilor

RESOLVED, that the minutes of the regular meeting of October 15, 2024, are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPROVAL OF MINUTES

Moved by Councilor
Seconded by Councilor

RESOLVED, that the minutes of the special meeting of October 21, 2024, are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPROVAL OF WARRANT

Moved by Councilor

Seconded by Councilor

RESOLVED, that Warrant No. 22, checks and ACH payments in the amount of \$674,363.30 as audited by the Voucher Committee are hereby approved for payment in the usual manner at the discretion of the Comptroller or a third party duly retained by the City of Oneida to perform such services.

Ayes:

Nays:

MOTION CARRIED/FAILED

WARRANT	22
DATE:	November 6, 2024

FUND		PAYMENT NUMBER (S)	AMOUNT
Capital		4930-4933	\$ 173,378.37
DRI Fund	031		\$ 991.25
Liberty Operating Fund	025		
ARPA Fund	030		
Current Funds		75356-75452	\$ 488,755.48
ACH			\$ 11,238.20

WARRANT #1 TOTAL	\$ 674,363.30
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Oneida, NY

Expense Approval Report

By Fund

Payment Dates 10/17/2024 - 11/6/2024

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
HAYLOR, FREYER & COON INC	75357	10/25/2024	CYBER SECURITY	001.0001.0481.0000	20,795.67
EXCELLUS BLUECROSS BLUESH...	75356	10/25/2024	NOVEMBER 2024	001.9060.0805.0000	210,661.85
HUMANA INS CO OF NY	75358	10/25/2024	NOVEMBER 2024	001.9060.0805.0000	23,953.71
RALPH'S COLLISION INC	75428	11/06/2024	REPAIRS TO CAR 2	001.1640.0403.0001	9,203.33
WEILNOW UC - CANAL STREET	75451	11/06/2024	Q2 DRUG SCREENING	001.3410.0418.0000	10.00
WEILNOW UC - CANAL STREET	75451	11/06/2024	SCREENING	001.3410.0418.0000	10.00
TOTAL SOLUTIONS	75440	11/06/2024	Hard Drive Samsung 1 TB M.2...	001.1660.0300.0000	95.99
SIRCHIE ACQUISITION COMP...	75435	11/06/2024	6 X 8 Dissipation Bags	001.3120.0300.0000	30.78
SIRCHIE ACQUISITION COMP...	75435	11/06/2024	Collection Tubes	001.3120.0300.0000	62.72
SIRCHIE ACQUISITION COMP...	75435	11/06/2024	Heat Seal Bags	001.3120.0300.0000	68.24
SIRCHIE ACQUISITION COMP...	75435	11/06/2024	Black Latex Nitrile Gloves	001.3120.0300.0000	248.88
VISTA PRINT	DFT0005157	11/06/2024	BUSINESS CARD ASSESSOR	001.1355.0403.0000	27.98
WAL-MART, INC.	75450	11/06/2024	HDMI CABLE	001.3410.0405.0000	10.88
WAL-MART, INC.	75450	11/06/2024	Running PO	001.3120.0300.0000	64.52
LOWE'S HOME IMPROVEMEN...	75408	11/06/2024	MATERIALS TO SECURE 136 ...	001.3410.0438.0000	73.34
LOWE'S HOME IMPROVEMEN...	75408	11/06/2024	building supplies	001.1620.0300.0000	112.29
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	Office Chairs	001.1660.0300.0000	1,105.74
CHRISTOPHER HENRY	75379	11/06/2024	9/10/24-10/15/2024	001.8020.0403.0000	4,925.00
LOWE'S HOME IMPROVEMEN...	75408	11/06/2024	Running PO	001.3120.0300.0000	54.98
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	Kazlauskas uniform items	001.3410.0317.0000	306.84
LOWE'S HOME IMPROVEMEN...	75408	11/06/2024	misc supplies as needed	001.3410.0405.0000	6.62
LOWE'S HOME IMPROVEMEN...	75408	11/06/2024	building supplies	001.1620.0300.0000	73.76
VERIZON	75445	11/06/2024	TRAFFIC	001.1680.0403.0000	33.73
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	Chief Officer 4th edition	001.3410.0413.0000	184.12
VERIZON	75446	11/06/2024	OCT 16 - NOV 15	001.1680.0403.0000	225.79
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	Gough- ear muffs, boot dryer, ...	001.3120.0317.0000	189.30
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	Hudson- VNSH concealment h...	001.3120.0317.0000	59.97
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	5 POCKET WALL DOCUMENT ...	001.5110.0200.0000	29.89
DIGITAL CHECK CORP	DFT0005144	11/06/2024	INK FOR THE CHECK READER	001.1660.0300.0000	47.27
ORIENTAL TRADING CO INC	DFT0005152	11/06/2024	Halloween candy	001.3120.0300.0000	401.67
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	RIBBON FOR TIME CLOCK	001.5110.0200.0000	41.94
AUSTIN DEGROAT	75365	11/06/2024	NFL YOUTH FLAG FOOTBALL	001.7140.0403.2018	80.00
CONNER DELARIVA	75385	11/06/2024	NFL YOUTH FLAG FOOTBALL	001.7140.0403.2018	80.00
KAIDEN MILLER	75402	11/06/2024	NFL YOUTH FLAG FOOTBALL	001.7140.0403.2018	80.00
LOWE'S HOME IMPROVEMEN...	75408	11/06/2024	building supplies	001.1620.0300.0000	23.86
EZ PASS	DFT0005147	11/06/2024	EZ Pass Charges - General Fund	001.1640.0403.0003	50.00
NICK WEBER	75417	11/06/2024	Uniform Request Sun/Safety G...	001.3120.0317.0000	140.00
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	Jones uniform items	001.3410.0317.0000	137.16
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	22IN MONITOR CHAMBERLAIN	001.1660.0300.0000	69.99
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	LABELS	001.1660.0300.0000	17.77
LOWE'S HOME IMPROVEMEN...	75408	11/06/2024	BLANKET PO - FOR SUPPLIES, ...	001.7140.0409.0000	250.85
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	office supplies	001.8664.0401.0000	82.57
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	Munroe boots	001.3410.0317.0000	449.95
WAL-MART, INC.	75450	11/06/2024	BLANKET PO - FOR SUPPLIES, ...	001.7140.0300.0000	237.64
WAL-MART, INC.	75450	11/06/2024	BLANKET PO - FOR SUPPLIES, ...	001.7140.0300.0000	92.78
MELISSA LUCK	75410	11/06/2024	WORK SEPT 29 - NOV 2	001.3120.0403.0000	1,250.00
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	CONTROLS SWITCH	001.5132.0300.0000	57.32
JESSICA KAISER	75399	11/06/2024	36 HOURS	001.1315.0403.0000	2,250.00
EZ PASS	DFT0005147	11/06/2024	EZ Pass Charges - General Fund	001.1640.0403.0003	100.00
AMAZON WEB SERVICES, LLC.	DFT0005140	11/06/2024	SUPPLIES FOR CITY MANAGER	001.1660.0300.0000	38.77
CHARTER COMMUNICATIONS	75376	11/06/2024	INTERNET	001.1680.0403.0000	600.23
CHRISTOPHER BAILEY	75378	11/06/2024	Men's suits	001.3120.0317.0000	300.00
POSTMASTER	DFT0005153	11/06/2024	POSTAGE	001.1620.0404.0000	7.71

Expense Approval Report

Payment Dates: 10/17/2024 - 11/6/2024

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
SHIMEL McDONELL	75433	11/06/2024	YOUTH BASKETBALL INSTRU...	001.7140.0403.2003	150.00
MANNY LAMAS	75409	11/06/2024	YOUTH BASKETBALL INSTRU...	001.7140.0403.2003	150.00
Daniel Meyer	75387	11/06/2024	REIMB UNIFORM ITEM	001.3410.0317.0000	104.99
LOWE'S HOME IMPROVEMEN...	75408	11/06/2024	misc supplies as needed	001.3410.0405.0000	14.23
WAL-MART, INC.	75450	11/06/2024	FALL FEST	001.3410.0438.0000	99.99
CHRISTOPHER HENRY	75379	11/06/2024	10/16/24-10/29/24	001.8020.0403.0000	2,125.00
AMAZON WEB SERVICES, LLC	DFT0005140	11/06/2024	Uniform Pants	001.3120.0317.0000	69.98
CORNELL UNIVERSITY	DFT0005143	11/06/2024	SHIPPING	001.4068.0300.0000	10.06
UNITED AUTO SALES	75441	11/06/2024	PARTS	001.5132.0300.0000	4.93
HOWLAND PUMP AND SUPPLY..	75396	11/06/2024	BLANKET PO - FOR SUPPLIES, ...	001.7140.0409.0000	43.25
NATIONAL GRID	75416	11/06/2024	ELECTRIC	001.1620.0401.0000	5,677.75
HAR-ROB FIRE APPARATUS SE...	75395	11/06/2024	297 pump Packing	001.3410.0200.0000	1,374.00
HAR-ROB FIRE APPARATUS SE...	75395	11/06/2024	g 297- annual ladder service	001.3410.0409.0000	2,150.00
HAR-ROB FIRE APPARATUS SE...	75395	11/06/2024	Eng 297- repairs	001.3410.0409.0000	2,702.00
HAR-ROB FIRE APPARATUS SE...	75395	11/06/2024	Eng 297- annual pump service	001.3410.0409.0000	780.00
WELLOW UC - CANAL STREET	75451	11/06/2024	Q3 SCREENING	001.1430.0403.0000	65.00
WELLOW UC - CANAL STREET	75451	11/06/2024	ANNUAL PHYSICAL	001.1430.0403.0000	320.00
WELLOW UC - CANAL STREET	75451	11/06/2024	Q3	001.3410.0418.0000	130.00
NYS ASSOCIATION OF FIRE CH...	75421	11/06/2024	Yearly membership dues	001.3410.0407.0000	245.00
TOTAL SOLUTIONS	75440	11/06/2024	LAPTOP	001.1620.0403.0001	1,300.00
TOTAL SOLUTIONS	75440	11/06/2024	RECYCLE HARDWARE	001.1680.0403.0000	55.02
TOTAL SOLUTIONS	75440	11/06/2024	NEW DESK TOP	001.5110.0200.0000	879.90
TOTAL SOLUTIONS	75440	11/06/2024	Front Desk PC Replacement - ...	001.1660.0300.0000	881.64
SUNBELT RENTALS, INC.	75438	11/06/2024	stump grinder rental	001.5110.0404.0000	3,662.61
DLG	DFT0005145	11/06/2024	Internal Affairs Training	001.3120.0413.0000	645.00
BUELL FUEL LLC	75373	11/06/2024	DIESEL	001.1640.0402.0000	1,542.83
BUELL FUEL LLC	75373	11/06/2024	DIESEL	001.1640.0402.0000	1,071.14
BUELL FUEL LLC	75373	11/06/2024	DIESEL	001.1640.0402.0000	2,160.45
BUELL FUEL LLC	75373	11/06/2024	DIESEL	001.1640.0401.0000	5,076.53
GE SOFTWARE	75392	11/06/2024	GASOLINE	001.5132.0403.0000	160.00
TYLER BUSINESS FORMS	DFT0005155	11/06/2024	GASBOY SOFTWARE	001.1660.0300.0000	387.22
CANASTOTA PUBLISHING CO	75374	11/06/2024	1099 FORMS	001.1660.0300.0000	315.00
DAVIS MECHANICAL SERV INC	75388	11/06/2024	Identity Theft Letters	001.3120.0300.0000	2,153.38
INTERSTATE BATTERY SYSTEM ..	75397	11/06/2024	SUPPLY AND INSTALL NEW O...	001.7140.0409.0000	146.83
MYERS AND COMPANY, LLC	75414	11/06/2024	battery	001.3410.0409.0000	86.08
W B MASON CO, INC	75449	11/06/2024	ANNUAL INSPECTION	001.7140.0403.0000	703.77
W B MASON CO, INC	75449	11/06/2024	CALENDAR ORDER	001.1660.0300.0000	160.41
UPSTATE ELECTRICAL INSPECT...	75443	11/06/2024	CALENDAR ORDER	001.1620.0403.0001	150.00
NADINE BELL, ESQ	75415	11/06/2024	ELECTRICAL INSPECTION	001.1420.0400.0000	4,866.67
NADINE BELL, ESQ	75415	11/06/2024	LEGAL SERVICES	001.1420.0403.0000	1,300.00
NADINE BELL, ESQ	75415	11/06/2024	LEGAL SERVICES	001.1420.0411.0000	4,999.50
MGM PARTS DISTRIBUTORS, L...	75411	11/06/2024	LEGAL SERVICES	001.5132.0303.0000	104.34
MGM PARTS DISTRIBUTORS, L...	75411	11/06/2024	parts	001.5132.0303.0000	24.76
LEWIS UNIFORM CO., LLC	75407	11/06/2024	parts	001.3120.0317.0000	47.50
LEWIS UNIFORM CO., LLC	75407	11/06/2024	Uniform Hat	001.3120.0317.0000	62.00
LEWIS UNIFORM CO., LLC	75407	11/06/2024	Other Items	001.3120.0317.0000	69.99
CARGILL SALT	75375	11/06/2024	Blauer Pants	001.5142.0315.0000	14,031.04
GALLS INCORPORATED	75391	11/06/2024	salt for roads	001.3120.0317.0000	139.95
GALLS INCORPORATED	75391	11/06/2024	Streamlight TLR7 weapon light	001.3120.0317.0000	11.37
GALLS INCORPORATED	75391	11/06/2024	SHIPPING	001.3120.0317.0000	31.50
GALLS INCORPORATED	75391	11/06/2024	First Tactical Patrol Gloves	001.3120.0317.0000	122.36
GALLS INCORPORATED	75391	11/06/2024	Rocky Alpha Force 8' boots	001.3120.0317.0000	125.64
GALLS INCORPORATED	75391	11/06/2024	Fenix Flashlight	001.3120.0317.0000	82.99
GALLS INCORPORATED	75391	11/06/2024	First Tactical A2 pants	001.3120.0317.0000	36.90
GALLS INCORPORATED	75391	11/06/2024	S&W Handcuffs RS047	001.3120.0317.0000	6.99
GALLS INCORPORATED	75391	11/06/2024	Shipping	001.3120.0317.0000	55.86
CIVICPLUS	75382	11/06/2024	MAG HOLDER	001.0001.0481.0000	9,064.22
CIVICPLUS	75382	11/06/2024	WEBSITE DESIGN	001.1680.0403.0000	2,266.05
CANON FIANCIAL SERVICES	DFT0005141	11/06/2024	WEBSITE DESIGN	001.1620.0406.0000	499.60
CANON FIANCIAL SERVICES	DFT0005141	11/06/2024	COPIER LEASE	001.1620.0406.0000	370.00

Expense Approval Report

Payment Dates: 10/17/2024 - 11/6/2024

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Jeff's Auto Service	75398	11/06/2024	Chief's Tahoe- pump repair	001.3410.0409.0000	398.55
RENTALS TO GO	75429	11/06/2024	PORTABLE JOHN'S FOR VETS ...	001.7140.0403.0000	190.00
QUILL CORPORATION	75427	11/06/2024	OFFICE SUPPLIES	001.1660.0300.0000	110.83
QUILL CORPORATION	75427	11/06/2024	40891668	001.1660.0300.0000	72.75
QUILL CORPORATION	75427	11/06/2024	40891720	001.1660.0300.0000	80.70
QUILL CORPORATION	75427	11/06/2024	OFFICE SUPPLIES	001.1660.0300.0000	96.10
QUILL CORPORATION	75427	11/06/2024	OFFICE SUPPLIES	001.1660.0300.0000	74.42
QUILL CORPORATION	75427	11/06/2024	OFFICE SUPPLIES	001.1660.0300.0000	25.49
QUILL CORPORATION	75427	11/06/2024	OFFICE SUPPLIES	001.1660.0300.0000	22.01
QUILL CORPORATION	75427	11/06/2024	OFFICE SUPPLIES	001.1660.0300.0000	41.04
QUILL CORPORATION	75427	11/06/2024	OFFICE SUPPLIES	001.1660.0300.0000	352.48
QUILL CORPORATION	75427	11/06/2024	OFFICE SUPPLIES	001.1660.0300.0000	9.52
QUILL CORPORATION	75427	11/06/2024	OFFICE SUPPLIES	001.1660.0300.0000	133.90
CINTAS CORP	75380	11/06/2024	uniform	001.5132.0403.0000	207.86
CINTAS CORP	75380	11/06/2024	uniform	001.5132.0403.0000	316.26
CINTAS CORP	75380	11/06/2024	uniform	001.5132.0403.0000	316.26
LINSTAR, INC.	DFT0005151	11/06/2024	ID TAG	001.1989.0400.0000	12.80
UNITED UNIFORM CO INC	75442	11/06/2024	Chief Jones Uniform Items	001.3410.0317.0000	144.00
UNITED UNIFORM CO INC	75442	11/06/2024	Burbidge uniform items	001.3410.0317.0000	293.50
UNITED UNIFORM CO INC	75442	11/06/2024	Burke uniform items	001.3410.0317.0000	238.50
UNITED UNIFORM CO INC	75442	11/06/2024	512284	001.3410.0317.0000	78.00
NYE AUTOMOTIVE GROUP INC.	75420	11/06/2024	Running Central Garage PO	001.1640.0403.0001	34.19
NYE AUTOMOTIVE GROUP INC.	75420	11/06/2024	Running Central Garage PO	001.1640.0403.0001	148.74
COOPER ELECTRIC	75386	11/06/2024	electrical supplies	001.3310.0200.0000	384.92
COOPER ELECTRIC	75386	11/06/2024	REPLACE MOTOR SWITCH	001.7140.0418.2025	236.56
MGM PARTS DISTRIBUTORS, L...	75411	11/06/2024	parts	001.5132.0303.0000	13.71
MGM PARTS DISTRIBUTORS, L...	75411	11/06/2024	parts	001.5132.0303.0000	19.78
MGM PARTS DISTRIBUTORS, L...	75411	11/06/2024	TRUCK AND AUTO PARTS FOR...	001.5132.0300.0000	44.03
MGM PARTS DISTRIBUTORS, L...	75411	11/06/2024	parts	001.5132.0303.0000	24.20
MGM PARTS DISTRIBUTORS, L...	75411	11/06/2024	parts	001.5132.0303.0000	52.19
NORTHEAST TRIM	75418	11/06/2024	WINDOW TINT	001.1620.0300.0000	650.00
CITY OF SHERRILL	75381	11/06/2024	STREET LIGHTS	001.1620.0401.0000	274.69
ORIENTAL TRADING CO INC	75424	11/06/2024	SUPPLIES FOR HALLOWEEN P...	001.7140.0403.2014	612.14
AT & T MOBILITY	75363	11/06/2024	AIR CARDS	001.1680.0403.0000	63.98
BOUND TREE MEDICAL, LLC.	75371	11/06/2024	medical supplies	001.3410.0300.0000	204.84
FEDEX	DFT0005148	11/06/2024	SHIPPING	001.1620.0404.0000	68.38
CHEM-AQUA, INC.	75377	11/06/2024	BUILDING MAINT	001.1620.0403.0003	475.45
SIGNIFY NORTH AMERICA CO...	75434	11/06/2024	NODS FOR STREETLIGHTS	001.3310.0200.0000	2,500.00
SHERATON INNE HARBOR HO...	DFT0005154	11/06/2024	PARKING	001.3120.0300.0000	27.32
STATE INDUSTRIAL PRODUCTS...	75437	11/06/2024	floor cleaner	001.1620.0300.0000	315.89
NORTHERN SAFETY CO., INC.	75419	11/06/2024	SAFETY SUPPLIES	001.7140.0300.0000	83.44
WHITE FARM SUPPLY INC	75452	11/06/2024	BLANKET PO - FOR SUPPLIES, ...	001.7140.0409.0000	67.24
BSN SPORTS, INC	75372	11/06/2024	FALL SPORTS EQUIPMENT	001.7140.0200.0000	668.99
GRAINGER INC	75394	11/06/2024	electrical gloves	001.3310.0200.0000	173.75
KG SEPTIC & SEWER	75404	11/06/2024	Portable Potties and Wash Sta...	001.7140.0403.2013	650.00
ONEIDA OFFICE SUPPLY	75423	11/06/2024	LABELS	001.3120.0300.0000	11.25
ONEIDA OFFICE SUPPLY	75423	11/06/2024	time cards, office supplies	001.5110.0300.0000	18.99
VERIZON WIRELESS	75447	11/06/2024	MODEM	001.1680.0403.0000	76.14
KIME HARDWARE	75405	11/06/2024	BLANKET PO - FOR SUPPLIES, ...	001.7140.0409.0000	53.97
KIME HARDWARE	75405	11/06/2024	BUILDING SUPPLIES	001.1620.0300.0000	52.97
KIME HARDWARE	75405	11/06/2024	SUPPLIES	001.5110.0300.0000	68.00
KIME HARDWARE	75405	11/06/2024	BUILDING SUPPLIES	001.1620.0300.0000	21.77
BME	75370	11/06/2024	Postage Machine Ink Catridge	001.1620.0404.0000	229.00
BME	75370	11/06/2024	COPIER COPIES	001.1620.0404.0000	222.43
CLIFTON RECYCLING	75383	11/06/2024	tub grinder rental	001.5110.0404.0000	12,800.00
CLIFTON RECYCLING	75383	11/06/2024	TUB GRINDER RENTAL	001.5110.0404.0000	481.25
CLINTON TRACTOR & IMPLEM...	75384	11/06/2024	TRACTOR PARTS AND LABOR	001.5132.0300.0000	106.27
DLG	DFT0005145	11/06/2024	Supervisor and Command Cou...	001.3120.0413.0000	1,225.00
WHITE FARM SUPPLY INC	75452	11/06/2024	PARTS FOR MOWERS AND BL...	001.1620.0300.0000	281.50

Expense Approval Report

Payment Dates: 10/17/2024 - 11/6/2024

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
MITCHELL, DRYER JR	75412	11/06/2024	NOVEMBER 2024	001.3410.0401.0000	3,123.42
MITCHELL, DRYER JR	75412	11/06/2024	NOVEMBER 2024	001.9060.0805.0000	150.80
ALTA/VANTAGE	75361	11/06/2024	parts	001.5132.0303.0000	734.78
JOE JOHNSON EQUIPMENT INC	75400	11/06/2024	PLOW PARTS	001.5132.0300.0000	665.50
GENERAL CODE LLC	75393	11/06/2024	pg00000038203	001.1989.0400.0000	1,025.00
ATLANTIC TACTICAL, INC.	75364	11/06/2024	Streamlight Stinger 75375 Bat...	001.3120.0317.0000	75.96
ATLANTIC TACTICAL, INC.	75364	11/06/2024	Shipping	001.3120.0317.0000	10.99
Fund 001 - GENERAL FUND Total:					388,045.67

Fund: 002 - WATER

EXCELLUS BLUECROSS BLUESH...	75356	10/25/2024	NOVEMBER 2024	002.9060.0805.0000	25,541.72
HUMANA INS CO OF NY	75358	10/25/2024	NOVEMBER 2024	002.9060.0805.0000	2,202.64
VERIZON	DFT0005156	11/06/2024	FIOS TABERG	002.8300.0401.0000	153.12
JOHN MONAGHAN	75401	11/06/2024	42 hours	002.8300.0403.0000	1,680.00
VERIZON	75446	11/06/2024	OCT 16 - NOV 15	002.8300.0444.0000	100.35
LOWE'S HOME IMPROVEMEN...	75408	11/06/2024	LOWES	002.8300.0319.0000	47.48
AMAZON WEB SERVICES, LLC	DFT0005140	11/06/2024	REPLACEMENT LIGHT	002.8300.0300.0000	124.00
WAL MART, INC.	75450	11/06/2024	WAL MART	002.8300.0319.0000	100.44
LOWE'S HOME IMPROVEMEN...	75408	11/06/2024	LOWES	002.8300.0319.0000	33.23
WAL-MART, INC.	75450	11/06/2024	WAL-MART	002.8300.0319.0000	23.86
AT & T MOBILITY	75362	11/06/2024	WIRELESS	002.8300.0444.0000	50.18
UPSTATE ELECTRICAL INSPECT...	75443	11/06/2024	UPSTATE ELECTRICAL INSPECT...	002.8300.0319.0000	125.00
BLAIR SUPPLY CORP	75369	11/06/2024	BLAIR SUPPLY CORP	002.8300.0403.0001	1,071.45
EZ PASS	DFT0005147	11/06/2024	TOLLS	002.8300.0416.0000	4.12
ONEIDA INDIAN NATION	75422	11/06/2024	WATER MARBLE HILL	002.0017.2140.0000	2,564.53
PACE ANALYTICAL SERVICES I...	75425	11/06/2024	PACE LABS	002.8300.0415.0000	275.00
CIVICPLUS	75382	11/06/2024	WEBSITE DESIGN	002.0002.0481.0000	3,625.68
CIVICPLUS	75382	11/06/2024	WEBSITE DESIGN	002.8300.0444.0000	906.42
CANON FINANCIAL SERVICES	DFT0005141	11/06/2024	COPIER LEASE	002.8300.0403.0000	174.00
MOHAWK VALLEY WATER AU...	75413	11/06/2024	MOHAWK VALLEY WATER AU...	002.8300.0415.0000	1,890.00
SLACK CHEMICAL CO	75436	11/06/2024	SLACK CHEMICAL CO, INC. - CH...	002.8300.0308.0000	7,970.62
BENTLEY SYSTEMS, INC.	75368	11/06/2024	BENTLEY SYSTEMS	002.8300.0403.0000	4,991.25
MGM PARTS DISTRIBUTORS, I...	75411	11/06/2024	MGM AUTO PARTS (NAPA)	002.8300.0319.0000	16.89
TOPSTITCH	75439	11/06/2024	TOP STITCH	002.8300.0403.0000	383.00
ALLEN H BROSKI	75360	11/06/2024	MEALS	002.8300.0416.0000	40.00
VINCENT WATERMAN	75448	11/06/2024	MEALS	002.8300.0416.0000	60.00
ROBERT HOUSER	75431	11/06/2024	MEALS	002.8300.0416.0000	50.00
KIME HARDWARE	75405	11/06/2024	KIME HARDWARE	002.8300.0319.0000	8.59
BME	75370	11/06/2024	COPIER COPIES	002.8300.0444.0000	40.10
WHITE FARM SUPPLY INC	75452	11/06/2024	WHITES FARM SUPPLY	002.8300.0302.0000	200.00
US PLASTIC CORP	75444	11/06/2024	UNITED STATES PLASTIC CORP	002.8300.0319.0000	49.34
WHITE FARM SUPPLY INC	75452	11/06/2024	WHITE FARM SUPPLY INC.	002.8300.0302.0000	762.02
Fund 002 - WATER Total:					55,265.03

Fund: 003 - SEWER

EXCELLUS BLUECROSS BLUESH...	75356	10/25/2024	NOVEMBER 2024	003.9060.0805.0000	16,771.88
HUMANA INS CO OF NY	75358	10/25/2024	NOVEMBER 2024	003.9060.0805.0000	1,376.65
ALL AROUND INDUSTRY SUPP...	DFT0005139	11/06/2024	GREENHECK MOTOR	003.8110.0200.0000	885.00
EBAY.COM	DFT0005146	11/06/2024	WARNING DECAL	003.8110.0300.0000	10.64
CIRCLE K	DFT0005142	11/06/2024	30 BAGS OF ICE	003.8110.0200.0000	97.88
EBAY.COM	DFT0005146	11/06/2024	heating pump assembly	003.8110.0200.0000	330.00
VERIZON	75446	11/06/2024	OCT 16 - NOV 15	003.8110.0400.0000	184.25
EBAY.COM	75390	11/06/2024	THERMAL OVERLOAD RELAY	003.8110.0200.0000	49.95
EBAY.COM	DFT0005146	11/06/2024	grit pump	003.8110.0200.0000	103.99
CHARTER COMMUNICATIONS	75376	11/06/2024	INTERNET	003.8110.0400.0000	129.95
NATIONAL GRID	75416	11/06/2024	ELECTRIC	003.8110.0401.0000	1,008.56
BARTON & LOGUIDICE,DPC	75367	11/06/2024	MOVE TO 2024 P003420-R1	003.8110.0400.0001	8,630.00
BARTON & LOGUIDICE,DPC	75367	11/06/2024	MOVE P005026 TO 2024	003.8110.0400.0002	550.00
TOTAL SOLUTIONS	75440	11/06/2024	Laptop for WWTP	003.8110.0444.0000	789.95
EASTERN CROWN INC	75389	11/06/2024	PPE	003.8110.0300.0000	338.60
EASTERN CROWN INC	75389	11/06/2024	SUPERCHLOR	003.8110.0308.0000	623.00
KOESTER ASSOCIATES, INC	75406	11/06/2024	DIGESTER PARTS	003.8110.0200.0000	3,337.14

Expense Approval Report

Payment Dates: 10/17/2024 - 11/6/2024

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
ADIRONDACK ENVIRONMENT...	75359	11/06/2024	SPEDES PERMIT WASTEWATER..	003.8110.0400.0000	683.40
CITY OF SHERRILL	75381	11/06/2024	KENWOOD AVE	003.8110.0435.0000	149.34
CIVICPLUS	75382	11/06/2024	WEBSITE DESIGN	003.0003.0481.0000	1,812.84
CIVICPLUS	75382	11/06/2024	WEBSITE DESIGN	003.8110.0444.0000	453.21
PHENOVA COMPANY	75426	11/06/2024	LAB SUPPLIES	003.8110.0300.0000	139.69
CANON FIANCIAL SERVICES	DFT0005141	11/06/2024	COPIER LEASE	003.8110.0445.0000	140.00
SLACK CHEMICAL CO	75436	11/06/2024	CL2	003.8110.0308.0000	3,908.88
MGM PARTS DISTRIBUTORS, I...	75411	11/06/2024	truck parts	003.8110.0411.0000	40.36
RICK'S RAGS, INC.	75430	11/06/2024	RAGS	003.8110.0300.0000	250.00
CITY OF SHERRILL	75381	11/06/2024	SKINNER RD	003.8110.0435.0000	27.75
KEMIRA WATER SOLUTIONS, I...	75403	11/06/2024	LIQUID IRON SALTS	003.8110.0329.0000	6,474.13
AVANTI CONTROL SYSTEMS I...	75366	11/06/2024	influent flow meter calibrated	003.8110.0200.0000	2,500.00
BME	75370	11/06/2024	COPIER COPIES	003.8110.0445.0000	3.34
SAVECO North America	75432	11/06/2024	new sensor	003.8110.0200.0000	2,438.42
Fund 003 - SEWER Total:					54,238.80
Fund: 005 - CAPITAL					
HYATT PLACE	DFT0005150	11/06/2024	IACP Hotel and parking	005.3120.0400.1023	2,140.65
GULF	DFT0005149	11/06/2024	GAS	005.3120.0400.1023	83.90
HYATT PLACE	DFT0005150	11/06/2024	IACP Hotel and parking	005.3120.0400.1023	219.63
BARTON & LOGUIDICE,DPC	4930	11/06/2024	Higinbotham Brook Culvert R...	005.5110.0404.0022	866.65
BARTON & LOGUIDICE,DPC	4930	11/06/2024	MOVE PO04826 TO 2024	005.8300.0401.0022	547.50
CANASTOTA PUBLISHING CO	4931	11/06/2024	500 Business Cards & 50 Poste...	005.3120.0400.0023	155.00
CANASTOTA PUBLISHING CO	4931	11/06/2024	Roll Up Banners	005.3120.0400.0023	765.00
PATRICIA ELECTRIC INC	4933	11/06/2024	PATRICIA ELECTRIC INC.	005.8300.0401.0022	33,915.00
ENERGY SYSTEMS GROUP	4932	11/06/2024	PHASE 3	005.8110.0401.0019	137,129.22
Fund 005 - CAPITAL Total:					175,822.55
Fund: 031 - DRI					
MRB GROUP	1010	11/06/2024	MOVE PO04981 TO 2024	031.8020.0400.0000	427.50
MRB GROUP	1010	11/06/2024	MOVE PO04981 TO 2024	031.8020.0400.0000	563.75
Fund 031 - DRI Total:					991.25
Grand Total:					674,363.30

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	388,045.67
002 - WATER	55,265.03
003 - SEWER	54,238.80
005 - CAPITAL	175,822.55
031 - DRI	991.25
Grand Total:	674,363.30

Account Summary

Account Number	Account Name	Payment Amount
001.0001.0481.0000	PREPAIDS, INSURANCE, ...	29,859.89
001.1315.0403.0000	CITY AUDIT/Contracts	2,250.00
001.1355.0403.0000	CONTRACTS	27.98
001.1420.0400.0000	MOU -\$3668.75	4,866.67
001.1420.0403.0000	STAFF SERVICES	1,300.00
001.1420.0411.0000	LABOR SERVICES AND N...	4,999.50
001.1430.0403.0000	CONTRACTS	385.00
001.1620.0300.0000	MAT SUPPLIES	1,532.04
001.1620.0401.0000	ELECTRIC AND GAS	5,952.44
001.1620.0403.0001	CONTRACTS MO/FD	1,450.00
001.1620.0403.0003	CONTRACTS COMBINED	475.45
001.1620.0404.0000	POSTAGE	527.52
001.1620.0406.0000	COPIER CONTRACTS	869.60
001.1640.0401.0000	CENTRAL GASOLINE	5,076.53
001.1640.0402.0000	CENTRAL DIESEL	4,774.42
001.1640.0403.0001	CENTRAL VEHICLE - POLI...	9,386.26
001.1640.0403.0003	EZ Pass	150.00
001.1660.0300.0000	Central Office Supplies	4,735.67
001.1680.0403.0000	CONTRACTS	3,320.94
001.1989.0400.0000	PRINTING	1,037.80
001.3120.0300.0000	MAT SUPPLIES	1,285.36
001.3120.0317.0000	CLOTHING	1,639.25
001.3120.0403.0000	CONTRACTS	1,250.00
001.3120.0413.0000	TRAINING	1,870.00
001.3310.0200.0000	EQUIPMENT	3,058.67
001.3410.0200.0000	FIRE EQUIPMENT	1,374.00
001.3410.0300.0000	MEDICAL SUPPLIES	204.84
001.3410.0317.0000	CLOTHING	1,752.94
001.3410.0401.0000	207A	3,123.42
001.3410.0405.0000	BUILDING MAINTENANC...	31.73
001.3410.0407.0000	CHIEF'S EXPENSE	245.00
001.3410.0409.0000	EQUIPMENT REPAIR & ...	6,177.38
001.3410.0413.0000	TRAINING	184.12
001.3410.0418.0000	ANNUAL PHYSICALS	150.00
001.3410.0438.0000	FIRE MARSHALL ACCOU...	173.33
001.4068.0300.0000	MAT SUPPLIES	10.06
001.5110.0200.0000	EQUIPMENT	951.73
001.5110.0300.0000	MAT SUPPLIES	86.99
001.5110.0404.0000	RENTALS	16,943.86
001.5132.0300.0000	DPW MAINTENANCE- RE...	878.05
001.5132.0303.0000	GENERAL MATERIALS	973.76
001.5132.0403.0000	CONTRACTS	1,108.78
001.5142.0315.0000	SALT AND SAND	14,031.04
001.7140.0200.0000	EQUIPMENT	668.99
001.7140.0300.0000	MAT SUPPLIES	413.86
001.7140.0403.0000	CONTRACTS	276.08
001.7140.0403.2003	CONTRACTS YOUTH BB	300.00
001.7140.0403.2013	Fall Fest	650.00

Account Summary

Account Number	Account Name	Payment Amount
001.7140.0403.2014	Halloween Party	612.14
001.7140.0403.2018	YOUTH FLAG FOOTBALL	240.00
001.7140.0409.0000	EQUIP REPAIR & MAINT.	2,568.69
001.7140.0418.2025	POOL SWIM REC/INST/S...	236.56
001.8020.0403.0000	CONTRACTS	7,050.00
001.8664.0401.0000	MATERIALS AND SUPPLI...	82.57
001.9060.0805.0000	HEALTH INSURANCE	234,464.76
002.0002.0481.0000	PREPAIDS, INSURANCE, ...	3,625.68
002.0017.2140.0000	METERED WATER SALES	2,564.53
002.8300.0300.0000	MAT SUPPLIES	124.00
002.8300.0302.0000	EQUIPMENT MAINTENA...	962.02
002.8300.0308.0000	CHLORINE	7,970.62
002.8300.0319.0000	GENERAL MAINTENANCE	404.83
002.8300.0401.0000	UTILITIES	153.12
002.8300.0403.0000	CONTRACTS	7,228.25
002.8300.0403.0001	Stockbridge/Munnsville...	1,071.45
002.8300.0415.0000	LAB TESTING	2,165.00
002.8300.0416.0000	TRAVEL-MEALS	154.12
002.8300.0444.0000	OFFICE TECHNOLOGY EX...	1,097.05
002.9060.0805.0000	HEALTH INSURANCE	27,744.36
003.0003.0481.0000	PREPAIDS, INSURANCE, ...	1,812.84
003.8110.0200.0000	EQUIPMENT	9,742.38
003.8110.0300.0000	MAT SUPPLIES	738.93
003.8110.0308.0000	CHLORINE	4,531.88
003.8110.0329.0000	LIQUID IRON SALTS	6,474.13
003.8110.0400.0000	CONTRACTUAL SERVICES	997.60
003.8110.0400.0001	OTHER EXPENSE-PROFES...	8,630.00
003.8110.0400.0002	OTHER EXPENSE-SEWER...	550.00
003.8110.0401.0000	UTILITIES	1,008.56
003.8110.0411.0000	VEHICLE MAINTENANCE	40.36
003.8110.0435.0000	PAYMENTS OTHER CO...	177.09
003.8110.0444.0000	OFFICE TECHNOLOGY EX...	1,243.16
003.8110.0445.0000	TECHNOLOGY/INTERNET...	143.34
003.9060.0805.0000	HEALTH INSURANCE	18,148.53
005.3120.0400.0023	Police RVCI Grant Expen...	920.00
005.3120.0400.1023	Police-RVCI - LISC Expen...	2,444.18
005.5110.0404.0022	2022 Higinbotham Brook...	866.65
005.8110.0401.0019	2019 WWTP EXPANSION	137,129.22
005.8300.0401.0022	2022 Lake Street Pump S...	34,462.50
031.8020.0400.0000	DRI-HCR BAF - Consultan...	991.25
Grand Total:		674,363.30

Project Account Summary

Project Account Key	Payment Amount
None	537,234.08
005811004010019	137,129.22
Grand Total:	674,363.30

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

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

WHEREAS, pursuant to the provisions of the Municipal Home Rule Law, a proposed Local Law, titled "A Local Law Amending the Annual Income Ranges for Senior Citizens as set forth in Chapter 165 of the Oneida City Code and Creating a Cold War Veterans Exemption" was presented and introduced at a Regular Meeting of the Common Council of the City of Oneida held on October 1, 2024; and

WHEREAS, a public hearing was held on such proposed Local Law on October 15, 2024, by the Common Council of the City of Oneida and proofs of publication of notices of such public hearings, as required by law, having been submitted and filed, and all persons desiring to be heard in connection with said proposed local law having been heard, and said proposed Local Law having been in the possession of the members of the Common Council of the City of Oneida in its final form in the manner required by Section 20 of the Municipal Home Rule of the State of New York; and

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

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

NOW, THEREFORE, it is

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

"LOCAL LAW 2024

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

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

Section 1.

So that the annual income ranges for persons 65 years of age or over as listed in Section 165-2 of the Oneida City Code, titled "Conditions for exemption," Subsection A(1), shall be revised, in its entirety as follows:

"No exemption shall be granted:

A. If the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the sum of \$37,000.00.

(1) Income in a lesser amount, subject to the provisions of this article, shall entitle owner or owners to an exemption according to the following schedule:

Annual Income	Percentage Assessed Valuation Exempt from Taxation
\$29,000 and less	50%
\$29,001 - \$30,000	45%
\$30,001 - \$31,000	40%
\$31,001 - \$32,000	35%
\$32,001 - \$33,000	30%
\$33,001 - \$34,000	25%
\$34,001 - \$35,000	20%
\$35,001 - \$36,000	15%
\$36,001 - \$37,000	10%"

Section 2.

So that the title of Article VI of Chapter 165 is hereby amended to read "Article VI Veteran Exemptions," and Subsection A of Section 165-14 is hereby amended in its entirety, so as to read as follows:

"A. Exemptions.

1. An Alternative Veteran's exemption is hereby provided for and ordained on real property taxes in the City of Oneida pursuant to § 458-a of the Real Property Tax Law, but subject to the qualifications, limitations and application procedures stated in said section.
2. A Cold War Veteran's exemption is hereby provided for and ordained on real property taxes in the City of Oneida pursuant to § 458-b of the Real Property Tax Law, but subject to the qualifications, limitations and application procedures stated in said section."

Section 3. Effective Date

This Local Law shall take effect upon filing with the office of the Secretary of State of the State of New York, as provided in Section 27 of the Municipal Home Rule Law."

Mayor Rossi _____
Councilor Szczerba _____
Councilor Laureti _____
Councilor Hitchings _____
Councilor Winchell _____
Councilor Pagano _____
Councilor Simchik _____
MOTION CARRIED/FAILED

2. LEASE AGREEMENTS-POLICE DEPARTMENT VEHICLES

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize the City Manager to sign lease agreements with Enterprise Fleet Management and T&D Fleet Solutions for the lease and upfit of replacement police vehicles.

Ayes:

Nays:

MOTION CARRIED/FAILED

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

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

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 (SEQR) 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 to said Local Law is an unlisted action for purposes of environmental review under SEQR; and

WHEREAS, the Common Council has determined that a short environmental assessment form (EAF) shall be required in connection with this matter; and

WHEREAS, the 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 the enactment of proposed Local Law is an unlisted action, there are no other involved agencies, and this Council shall act as lead agency in this matter for purposes of SEQR review; and it is further

RESOLVED AND DETERMINED 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, that a proposed Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law §3-C be hereby received and placed on file as follows:

**CITY OF ONEIDA
PROPOSED LOCAL LAW**

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

Section 1. Legislative Intent

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

Section 2. Authority

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

Section 3. Tax Levy Limit Override

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

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

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

BE IT FURTHER RESOLVED, that a Public Hearing on the proposed Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law §3-C be scheduled for Tuesday, November 19, 2024, at 6:30 pm.

Ayes:

Nays:

MOTION CARRIED/FAILED

Short Environmental Assessment Form

Part 1 - Project Information

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

Part 1- Question 1: Narrative Description

To enact a Local Law to override the limit on the amount of real property taxes that may be levied by the City of Oneida, County of Madison, pursuant to General Municipal Law §3-c, and to allow the City of Oneida to adopt a City budget for City purposes for the fiscal year 2025, that requires a real property tax levy in excess of the "tax levy limit" as defined by the General Municipal Law §3-c.

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

Name of Action or Project:

Local Law 2024, Tax Limit Override

Project Location (describe, and attach a location map):

City of Oneida

Brief Description of Proposed Action:

Proposed Local Law 2024, titled "A Local Law Overriding the Tax Levy Limit Established in General Municipal Law §3-c in the City of Oneida," which Local Law would override the limit on the amount of real property taxes that may be levied by the City of Oneida, County of Madison, pursuant to General Municipal Law §3-c, and to allow the City to adopt a City budget for City purposes for the fiscal year 2025, that requires a real property tax levy in excess of the "tax levy limit" as defined by the General Municipal Law §3-c.

Name of Applicant or Sponsor:

Telephone: 315-363-7378

City of Oneida Common Council

E-Mail: slapera@oneidacityny.gov

Address:

109 N. Main Street

City/PO:

Oneida

State:

New York

Zip Code:

13421

1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?

NO

YES

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.

☐

☒

2. Does the proposed action require a permit, approval or funding from any other government Agency?

NO

YES

If Yes, list agency(s) name and permit or approval:

☐

☐

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:

☐ Urban

☐ Rural (non-agriculture)

☐ Industrial

☐ Commercial

☐ Residential (suburban)

☐ Forest

☐ Agriculture

☐ Aquatic

☐ Other(Specify):

☐ 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: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> 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	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
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	YES
	<input type="checkbox"/>	<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	YES
	<input type="checkbox"/>	<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	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>City of Oneida Common Council</u> Date: <u>November 6, 2024</u>		
Signature: _____ Title: <u>Mayor</u>		

Project: Date:

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"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input 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"/>	<input 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"/>	<input 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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input 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"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

Project: Date:

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

November 6, 2024

Name of Lead Agency

Date

Rick Rossi

Mayor

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

4. MISCELLANEOUS UTILITY BILLING-SCHEDULE PUBLIC HEARING

RESOLUTION 24-

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 2024 assessment roll to be re-levied onto the 2025 tax roll, and to schedule a Public Hearing for Tuesday, November 19, 2024, at 6:30p.m. in the Common Council Chambers, 109 N. Main Street, Oneida, NY 13421.

Ayes:

Nays:

MOTION CARRIED/FAILED

5. 2025 CITY OF ONEIDA MAYOR'S BUDGET-SCHEDULE PUBLIC HEARING

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, that the 2025 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 19, 2024, 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/FAILED

6. BUDGET TRANSFERS/AMENDMENTS

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

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

	<u>To</u>	<u>From</u>
2024 Budget Adjustments		
\$ 15,000.00	001.1420.0410.0000 Law Litigation	001.0001.0912.000 General Fund Balance
<i>To allocate funds to cover law litigation costs for remainder of 2024</i>		
\$ 643.02	001.1410.0300.0000 Clerk's Office-Materials & Supplies	001.1410.0200.0000 Clerk's Office Equipment
<i>To re-allocate funds for the Clerk's office to purchase additional materials & supplies</i>		
\$ 8,080.46	030.7140.0409.0000 ARPA-Rec Volleyball Safety Equip	030.7140.0406.0000 ARPA-Oneida Rail Trail Improv
<i>To re-allocate unused ARPA funds to purchase Volleyball Safety Equip for Rec Center</i>		
\$ 2,500.00	001.3410.0403.0000 Fire Contracts	001.3410.0300.0000 Fire Medical Supplies
<i>To re-allocate funds to purchase a Fire Preplan program</i>		
\$ 7,000.00	001.1220.0400.0000 City Manager Contracts	001.0001.0912.000 General Fund Balance
<i>To allocate funds as per the approved employment contract for payment of moving expenses</i>		

Ayes:

Nays:

MOTION CARRIED/FAILED

7. ADVERTISE FOR BIDS-WWTP CHEMICALS AND LAB SERVICES

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

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

Ayes:

Nays:

MOTION CARRIED/FAILED

8. WATER DEPARTMENT AGREEMENTS

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the City Manager to sign the following agreements:

- 2025 Marble Hill Maintenance Agreement
- 2025 Stockbridge Water District Maintenance Agreement
- 2025 Prospect Street Water District Maintenance Agreement

Ayes:

Nays:

MOTION CARRIED/FAILED

9. FIRE APPARATUS RESERVE FUND

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, that expenditures may be made from said Fire Apparatus Reserve Fund for the payment of technical equipment/machinery as it relates to the Fire Department Vehicles; **and be it further**

RESOLVED, that the City Comptroller, or a third party duly retained by the City of Oneida to perform such services pursuant to General Municipal Law Section 6-h, is hereby directed to deposit and secure moneys of this Reserve Fund into a separate bank account to be known as the "Fire Apparatus" Fund **and be it further**

RESOLVED, that the City Comptroller, or a third party duly retained by the City of Oneida to perform such services is hereby authorized to invest the moneys of this Fire Apparatus Reserve Fund pursuant to the provisions of Section 11 of General Municipal Law, and any interest earned and/or capital gains realized on said investments shall accrue to, and become part of, this Reserve Fund; **and be it further**

RESOLVED, that the City Comptroller, or a third party duly retained by the City of Oneida to perform such services, shall account for the Reserve Fund in a manner which maintains the separate identity of the Reserve Fund and shows the date and amount of each sum paid into the fund, interest earned by the fund, capital gains or losses resulting from the sale of investments of the fund, the amount and date of each withdrawal from the fund and the total assets of the fund, showing cash balance and schedule of investments, and shall, at the end of each fiscal year, render to the Common Council a detailed report of the operation and condition of the Reserve Fund; **and it is further**

RESOLVED, that except as otherwise provided by law, expenditures from this Reserve Fund shall be made only for the purpose for which the Reserve Fund is established; **and it is further**

RESOLVED, that no expenditures shall be made of this Fire Apparatus Reserve Fund, except upon authorization of the Common Council, pursuant to Section 6-h of the General Municipal Law.

Ayes:

Nays:

MOTION CARRIED/FAILED

10. AGREEMENT-CITY MANAGER MOVING EXPENSE

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, authorize the City Manager to sign a contract with Brown's Moving and Storage as outlined in the City Manager's Employment Contract and approve a one-time payment to said vendor for moving expenses

Ayes:

Nays:

MOTION CARRIED/FAILED

Kyle Lovell

8306 Main St

Interlaken, NY, 14847

Thank you for considering Brown's Moving and Storage for the planned move of your home and storage units from 8306 Main St, Interlaken, NY and storage in Lansing, NY to your new home at 4593 State St, Oneida, NY. We appreciate the opportunity to be of service to you.

Brown's Moving and Storage respectfully submits a BINDING estimate in the amount of \$6,985.33 (Six Thousand Nine Hundred Eighty Five Dollars and Twenty Cents)). The anticipated move will take 3 days to complete. The actual move date is subject to customers confirmation and Browns Moving and Storage availability. Payment is to be made ½ at completion of packing/loading and ½ prior to the goods being removed from storage. Accepted forms of payment are cash, certified check, personal check, money order, and credit card. Specific move details are as follows.

- Day 1- Loading and delivery of storage units
- Day 2- Packing, loading, and delivery of your current furnished home
- Day 3- Unpacking all boxes and removing debris
- This quote assumes all items in storage units are packed/prepped for moving
- This quote is BOUND and WILL NOT adjust unless the scope of move changes (all changes must be finalized one week prior to the beginning of your move)
- This quote includes basic coverage (.60 cents per pound per article)

Submitted By: Browns Moving and Storage Co Inc _____

Accepted By: _____

11. AGREEMENT-MADISON COUNTY INTEROPERABLE COMMUNICATIONS SYSTEM

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, authorize the City Manager to sign an updated Madison County Interoperable Communications System Agreement for the use of public safety interoperable communications equipment and systems.

Ayes:

Nays:

MOTION CARRIED/FAILED

Madison County Interoperable Communications System Agreement

The parties to this Agreement shall be the Madison County, a municipal corporation of the State of New York, by John M. Becker, its County Chairman of the Board (hereinafter "**County**") with its principal offices located at 138 N Court Street, Wampsville NY, 13163, and the City of Oneida (hereinafter "**User**"), with its principal offices located at 109 North Main Street, Oneida, NY 13421.

WITNESSETH:

WHEREAS, Madison County operates an Interoperable Communications System, which is managed by the Office of Emergency Management, headed by the Director of Emergency Management, who, among other things, is responsible for administering the operation of a county-wide emergency communications center; and

WHEREAS, the Madison County Interoperable Communications System (hereinafter "MCICS") is an integrated system of equipment and facilities necessary for the provision of county-wide emergency communication services; and

WHEREAS, to provide for the safety and protection of the public and public safety responders, and to maintain the integrity of the MCICS, it is necessary to establish procedures for the use of the MCICS;

NOW, THEREFORE, in consideration of the benefits conferred and obligations incurred herein, the parties do mutually agree as follows:

1. **PURPOSE:** The MCICS is a system for providing emergency communication services, coordinated and operated by the County, which system includes, but is not limited to, communication towers, base stations, antennas, system controllers, equipment shelters, system frequencies, subscriber radio equipment, and other equipment necessary to facilitate emergency communications. The County hereby grants User access to the MCICS for the purpose of providing emergency and/or municipal communication services, subject to the terms of this Agreement.
2. **TERM:** This Agreement shall take effect on _____, and shall be for a term of two years. Thereafter, this Agreement shall be automatically renewed without further action of the parties for three additional two year terms. Either party may terminate this Agreement for any reason at any time, provided, however, that the party seeking to terminate shall provide 60 days written notice to the other party. Upon termination of this Agreement, unless otherwise authorized by the Director of Emergency Management, User agrees to remove any MCICS talk groups and frequencies from User's equipment at User's expense.

3. OBLIGATIONS OF THE PARTIES:

- 3.1 OWNERSHIP AND USE OF RADIO EQUIPMENT:** The County hereby grants to User the rights to use, and operate the radio equipment listed on Attachment A (hereinafter "County-assigned equipment"), attached hereto and made a part hereof. The County shall own such equipment for a period of twenty years from the date of purchase and upon the expiration of said twenty year period; ownership can be transfer to User at fair market value.

User agrees not to sell or transfer such equipment without prior approval of the Director of Emergency Management during the period of ownership. User agrees to replace any lost equipment at User's expense. User agrees to replace any equipment damaged in excess of normal wear and tear at User's expense. Replacement items must meet specifications approved by the Director of Emergency Management or his/her representative.

- 3.2 OWNERSHIP AND USE OF DATA EQUIPMENT:** The County hereby grants to User the rights to use, and operate the data connection equipment listed on Attachment B (hereinafter "County-provided data equipment"), attached hereto and made a part hereof. User understands that County-provided Data Equipment is being provided to the User one time only and that the County shall own such equipment throughout its useful life. At the end of useful life, equipment shall be returned to the County for proper disposal and User is responsible to replace equipment.

User agrees not to sell or transfer such equipment without prior approval of the Director of Emergency Management during the period of ownership. User agrees to replace any lost equipment at User's expense. User agrees to replace any equipment damaged in excess of normal wear and tear at User's expense.

- 3.3 INSTALLATION OF EQUIPMENT:** User agrees to install County-assigned mobile radio equipment and/or County-provided data equipment into User vehicles at User's cost and only use said equipment for the expressed purpose of carrying out emergency service operations.

- 3.4 FAILURE TO USE EQUIPMENT:** If for any reason, User fails to use any County-assigned or County-provided equipment, User shall notify the County Director of Emergency Management, or his/her representative and, if requested, shall return such equipment to the County in working order within 30 days of the request.

- 3.5 HOLD HARMLESS:** To the fullest extent permitted by law, the User shall defend, indemnify and hold harmless Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the User's performance of the work and/or duties and/or the transactions

contemplated by this agreement and which are caused, in whole or in part, by or because of any act or omission of the User, directly or indirectly, and/or by the User's agents, servants, employees, subcontractors and/or any person or entity employed by User or for whose conduct or action the User may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the User's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the User or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the contractor is liable. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the User agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that User shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, User shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from User.

- 3.6 PAYMENT:** The County has contractual obligations associated with the purchase of the County-assigned equipment. As such, the County agrees to provide the use of County-assigned radio equipment listed on Attachment A to User without charge therefore.

County-provided data equipment includes a cellular connectivity card and a mobile license for access to the County's Computer-aided Dispatch (CAD) program. The County agrees to provide mobile license access at no cost to the User. ~~Upon invoice from the County, User agrees to reimburse the County for cellular connectivity costs at the rate that the County is being charged by the cellular provider. Said invoices to be sent bi-annually.~~ NOTE: The City of Oneida will provide SIM cards at their expense.

- 3.7 EQUIPMENT MAINTENANCE:** User is responsible for the operational integrity and compatibility of all County-assigned equipment, County-provided data equipment, and any User-owned subscriber equipment (i.e. portables, mobiles, vehicular repeaters, and control stations, intercoms, headsets and all other related peripheral accessories) that interfaces with the MCICS.

With respect to County-assigned equipment, Madison County will maintain all such equipment to ensure equipment is in proper working order in accordance to manufacturer

and MCICS specifications and cause all replacements, hardware or software upgrades or modifications, and repairs to be timely made. User will notify the Director of Emergency Management, or his/her representative of any equipment "off line" and in need of repair. This provision does not apply to wear items, such as but not limited to batteries, antennas, and speaker microphones. User shall, at its own expense, maintain and replace wear items as necessary. Replacement items must meet specifications approved by the Director of Emergency Management or his/her representative.

With respect to County-provided data equipment, User will maintain all such equipment to ensure equipment is in proper working order in accordance to manufacturer and MCICS specifications and cause all replacements, hardware or software upgrades or modifications, and repairs to be timely made. Any malfunctions/issues regarding the proper working order of any equipment must be reported immediately to the Director of Emergency Management or his/her representative.

User shall, at its own expense, maintain all User-owned subscriber equipment to ensure such equipment is in proper working order in accordance to manufacturer and MCICS specifications and cause all replacements, hardware or software upgrades or modifications, and repairs to be timely made. To ensure system integrity, User shall use only a factory-authorized radio service shop(s), approved by the Director of Emergency Management, to perform the maintenance, upgrading, modification, or repair of any equipment interfacing with the MCICS.

3.8 USE OF ADDITIONAL EQUIPMENT AND ACCESSORIES: The Office of Emergency Management shall maintain a list of approved subscriber equipment, required options and feature sets, and related peripheral accessories, and User agrees to use only approved equipment while accessing the MCICS. User shall not assign new subscriber equipment to the network or add an accessory to an MCICS radio unless the make, model, options, and feature sets of the equipment/accessory have been approved by the Director of Emergency Management. User may request that a particular radio or accessory be added to the list of approved equipment/accessories by providing the make and model number of the item as well as sufficient technical details to allow the Director of Emergency Management to determine if the equipment is compatible with the MCICS network and its critical operating features. User is advised that some MCICS feature sets (e.g. Advanced Digital Privacy encryption) may be proprietary to a particular vendor and may not properly interface with the MCICS. User is further advised that the use of unapproved equipment or accessories may adversely affect the MCICS system.

3.9 EQUIPMENT PROGRAMMING: The programming or reprogramming of any piece of radio equipment, including County-assigned equipment that interfaces with the MCICS must occur through the use of designated authorized programming vendors and/or technicians. The Director of Emergency Management, or his/her representative must approve in writing any programming or reprogramming to include the addition of non-MCICS licensed frequencies on such equipment, and such programming or reprogramming must be done by a County-approved vendor or technician.

3.10 RADIO IDENTIFIERS AND ALIASES: Radio identifiers and Aliases of any piece of radio equipment, including County-assigned equipment, County-provided data equipment, and User-owned equipment that interfaces with the MCICS must be assigned and approved by the Director of Emergency Management, or his/her representative.

Any movement/reassignment of any vehicle-installed equipment from one vehicle to another vehicle or re-numbering of vehicles must be reported to the Director of Emergency Management, or his/her representative prior to such movement/reassignment to insure continued integrity of the County's database of identifiers and Aliases.

3.12 SYSTEM FEATURES: User may request the Director of Emergency Management to make changes to feature sets and talk groups. The Director of Emergency Management, upon consultation with the County Fire Coordinator, County Emergency Medical Services Director, County Sheriff, E-911 Director, County Highway Superintendent, and/or IT Director will consider whether there is a demonstrated need for such change together with the potential impact of such on the network as a whole and for the other system subscribers. The Director of Emergency Management will have the final approval/disapproval of all proposed changes.

3.13 SYSTEM KEYS: The Director of Emergency Management may, at his or her discretion, make system keys available to User's vendor for purposes of accessing and changing radio programming settings. System keys shall remain the property of the County, and User shall return any system keys upon the request of the Director of Emergency Management. User or User's vendor shall not copy or transfer system keys to any entity without the prior written authorization of the Director of Emergency Management. Any transfer of system keys will be considered a breach of this agreement, resulting in the termination of the use of the MCICS.

3.14 SYSTEM USE: User agrees to use the MCICS and maintain its County-assigned, County-provided, and User-owned equipment in accordance with FCC rules and regulations and in accordance with MCICS policies and procedures. User agrees to use only those frequencies authorized by the County and further agrees to use the MCICS in a professional manner for official business purposes only. User shall attempt no repairs to County equipment unless authorized and shall not attempt to program or re-program equipment from the County or any source without the prior authorization of the Director of Emergency Management.

3.15 INVENTORY REVIEW: The Office of Emergency Management will conduct regular inventory reviews of equipment. User agrees to fully participate in inventory requests as conducted by the Office of Emergency Management.

3.16 FAILURE TO COMPLY: The Director of Emergency Management may, at his or her sole discretion, terminate User's IP address and remove the User-owned subscriber equipment from the MCICS for failure to comply with the terms of this Agreement; and reactivate User upon demonstration of compliance.

4. **LIABILITY:** In no event shall the County be liable to User or to any third party who acts in reliance on User for any damages resulting from this Agreement, including indirect, incidental, special or consequential. This limitation includes damages attributed to any malfunction of the MCICS system, regardless of the cause of action, arising out of or connection with a party's performance.
5. **SYSTEM GOVERNANCE:** The Board of Supervisors shall establish policies and procedures for access to MCICS and for the operation of the MCICS, which policies and procedures shall be adopted after consultation with the Director of Emergency Management, County Fire Coordinator, County Emergency Medical Services Director, County Sheriff, and/or the E-911 Director. The County agrees to make such policies and procedures available to User upon request. Users may request changes to the MCICS policies and procedures by submitting such request to the Director of Emergency Management, or his/her representative. Final approval of such changes remains with the Board of Supervisors.
6. **ASSIGNMENT:** User agrees that it shall not assign, transfer, and convey any radio equipment or frequency access without the prior express written consent of the Board of Supervisors.
7. **STATUTORY COMPLIANCE:** In acceptance of this Agreement, User agrees to comply in all respects with all Federal, State, and County laws and regulations which pertain to the services provided herein.
8. **APPROPRIATIONS:** It is understood by and between the parties that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement. No liability on account thereof shall be incurred by the County beyond funds appropriated and available for the purpose of this Agreement.
9. **RETENTION OF RECORDS:** User agrees to retain all records and other documents relevant to this Agreement for six (6) years after the termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.
10. **ACCEPTANCE OF SUBSTITUTED SERVICE:** The User hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).
11. **DISSOLUTION/CONSOLIDATION OF SERVICES:** Should the User dissolve under the provisions of state law and cease to exist as a municipal corporation, non-profit corporation or business corporation providing EMS or other services, any equipment provided by the County

shall revert to the ownership of Madison County and User agrees to return same to the Director of Emergency Management within thirty (30) days of dissolution. Should a User's agency be consolidated or dissolved, the User agrees to return any requested equipment to the Director of Emergency Management within thirty (30) days of dissolution or consolidation.

12. **PERSONAL USE PROHIBITED:** The User understands and agrees that the equipment provided hereunder and the frequencies owned by the County are for Fire, EMS, and Police, Public Service and/or municipal use only. Inconsistent uses may constitute a breach of this agreement and may constitute a crime.
13. **NO ARBITRATION:** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Chairman of the Board of Supervisors, but must instead only be heard in the Supreme Court of the State of New York, with venue in Madison County or, if appropriate, in the Federal District Court with venue in the Northern District of New York, Syracuse division.
14. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York. User shall abide by all applicable federal, state and local laws, rules and regulations pertaining to the User's obligations hereunder for the duration of this agreement.
15. **CONTRACT MODIFICATIONS:** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both parties, except as otherwise provided in this Agreement.
16. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
17. **CLAUSES REQUIRED BY LAW:** The parties to this Agreement understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If through mistake or inadvertence, such provision is not inserted; such provision shall be deemed to have been inserted and shall have the full force and effect of law.
18. **NOTICES:** Notices provided for in this Agreement shall be delivered by mail to the following:

For Madison County:
Director of Emergency Management
Madison County Office Building #4
138 North Court Street
Wampsville, NY 13163

For User:
City of Oncida
109 North Main Street
Oncida, NY 13421

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement
on the date and year hereafter written,

Dated: _____

Madison County

By: _____

of

Joseph John Pinard, Chairman of the Board
Supervisors

Dated: _____

City of Oncida

By: _____

NEW BUSINESS:

EXECUTIVE SESSION: Go into Executive Session to seek advice of Counsel

EXECUTIVE SESSION

RESOLUTION 24-

Motioned by Councilor
Seconded by Councilor

RESOLVED, that the meeting is hereby adjourned to Executive Session at _____ p.m. to

☒ Seek advice of Counsel ☐ Discuss a personnel matter

Ayes:

Nays:

MOTION CARRIED/FAILED

PRESENT: ☐ Mayor ☐ City Manager ☐ Council ☐ Other _____

1. Discussion was held to: ☒ Seek advice of Counsel ☐ Discuss a personnel matter

Motioned by Councilor
Seconded by Councilor

RESOLVED, that Executive Session is hereby adjourned to the regular meeting at _____
p.m.

Ayes:

Nays:

MOTION CARRIED/FAILED

Motion to adjourn by Councilor
Seconded by Councilor

Ayes:

Nays:

MOTION CARRIED/FAILED

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

CITY OF ONEIDA

Sandy LaPera, City Clerk