

AGENDA
CITY OF ONEIDA COMMON COUNCIL
MUNICIPAL BUILDING, 109 N. MAIN ST., ONEIDA NY
COMMON COUNCIL CHAMBERS
NOVEMBER 21, 2017
6:00 PM

*Call to Order / Pledge of Allegiance / Roll Call

PUBLIC HEARINGS:

- Miscellaneous Utility Billing
- 2018 Mayor's Budget

OLD BUSINESS

*Approval of minutes of the regular meeting 11/08/17 and special meetings 11/13/17 and 11/14/17

*Approval of Warrant No. 24

1. **LEASE AGREEMENT:** Authorize the Mayor to sign the three-year lease agreement by and between the City of Oneida and the Greater Oneida Kallet Civic Center, Inc. (Mayor/Acker)
2. **BUDGET AMENDMENTS/TRANSFERS:** Approve a budget amendment to reallocate funds received from workers compensation insurance to cover salaries, and further approve budget transfers to reallocate funds for ERS Retirement, for electric and gas expenses for the remainder of the year, for salaries for the snow and ice overtime account, and for the estimate received from General Code. (Wells)
3. **ORDINANCE AMENDMENT:** Receive and place on file an Ordinance change to amend the City of Oneida Code Chapter 33, Article II, §33-4 Building Permits (1) so as to coincide with the International Building Code and schedule a public hearing for December 5, 2017 at 6:30 p.m. in the Council Chambers at 109 N. Main St. (Pulverenti/Baron)
4. **PROPOSED LOCAL LAW:** Receive and place on file a proposed Local Law to amend Chapter 190 Zoning to regulate hydroponic commercial agricultural business uses and schedule a public hearing for December 5, 2017 at 6:30 p.m. in the Council Chambers at 109 N. Main Street, Oneida. (Bell)
5. **SALT RESOLUTION:** Approve a Resolution expressing opposition to any federal tax reform legislation that would eliminate or limit access to the State and Local Tax Deduction and further, urge our congressman to oppose any such bills. (Mayor)
6. **MONTHLY REPORTS:** Receive and place on file monthly reports from the Chamberlain, City Clerk, City Engineer, Comptroller, Department of Planning and Development, Fire Department, Housing Codes Enforcement, Police Department and Recreation Department.

NEW BUSINESS

DISCUSSION – 2018 BUDGET

**MINUTES OF THE COMMON COUNCIL
NOVEMBER 21, 2017**

A regular meeting of the Common Council of the City of Oneida, NY was held on the twenty-first day of November, 2017 at 6:00 o'clock P.M. in Council Chambers, Oneida Municipal Building, 109 N. Main Street, Oneida, NY.

Meeting was called to order by Mayor Leo Matzke

PRESENT: Councilors Alan Cohen, Mike Bowe, Erwin Smith,
Helen Acker, James Chamberlain, and Thomas Simchik

ALSO PRESENT: City Attorney Nadine Bell
City Clerk Susan Pulverenti
City Engineer Jon Rauscher
Comptroller Lee Ann Wells
Fire Chief Kevin Salerno
Recreation Director Luke Griff

PUBLIC HEARING – MISCELLANEOUS UTILITY BILLING

RESOLUTION 17-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing for the City of Oneida Miscellaneous Utility Billing for unpaid service charges, water rents and sewer taxes be hereby opened at ____ p.m.

Ayes:

Nays:

MOTION CARRIED

APPEARANCES

CLOSE PUBLIC HEARING

RESOLUTION 17-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing on said miscellaneous utility billings be hereby closed at ____ p.m.

Ayes:

Nays:

MOTION CARRIED

PUBLIC HEARING – 2018 MAYOR’S BUDGET

RESOLUTION 17-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing on the Mayor’s 2018 Budget be hereby opened at ____
p.m.

Ayes:

Nays:

MOTION CARRIED

APPEARANCES

CLOSE PUBLIC HEARING

RESOLUTION 17-

Moved by Councilor
Seconded by Councilor

RESOLVED, that the Public Hearing on the Mayor’s 2018 Budget be hereby closed at ____ p.m.

Ayes:

Nays:

MOTION CARRIED

OLD BUSINESS

Moved by Councilor
Seconded by Councilor

RESOLVED, that the minutes of the regular meeting minutes of November 8, 2017 are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED

Moved by Councilor
Seconded by Councilor

RESOLVED, that Warrant No. 24, checks and ACH payments in the amount of \$531,323.25 as audited by the Voucher Committee is hereby approved for payment in the usual manner at the discretion of the Comptroller.

Ayes:

Nays:

MOTION CARRIED

Moved by Councilor
Seconded by Councilor

RESOLVED, that checks in the amount of \$14,970.15 (City Attorney) as audited by the Voucher Committee are hereby approved for payment in the usual manner at the discretion of the Comptroller.

Ayes:

Nays:

Abstain:

MOTION CARRIED

1. LEASE AGREEMENT – KALLET CIVIC CENTER

RESOLUTION 17-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize the Mayor to sign the three-year Lease Agreement by and between the City of Oneida and the Greater Oneida Kallet Civic Center, Inc.

Ayes:

Nays:

MOTION CARRIED

LEASE AGREEMENT

This Lease Agreement ("Lease") is dated this _____ day of _____, 20___, by and between the CITY OF ONEIDA, a municipal corporation duly organized and existing under the laws of the State of New York, maintaining its principal offices at 109 North Main Street, Oneida, New York 13421 (hereinafter "City"), and the GREATER ONEIDA CIVIC CENTER, INC., a not-for-profit corporation formed and existing under the laws of the State of New York, maintaining its offices at 159 Main Street, Oneida, New York 13421 (hereinafter "Tenant").

WITNESSETH:

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

The City desires to lease the Kallet to the Tenant upon the terms and conditions set forth herein; and the Tenant desires to lease the Kallet from the City upon such terms.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT TO LEASE AND PAY RENT: in consideration of the Rent described below, and the other terms and conditions contained herein, the City leases the Kallet to the Tenant, and the Tenant leases the Kallet from the City, for the Term.

TERM: Beginning November 30, 2017 and ending November 30, 2020.

CONDITION OF KALLET: Tenant accepts the Kallet in the condition existing as of the date of this Lease. Upon termination of the Lease, whether from expiration of the Term, Renewal Term or otherwise, Tenant shall surrender the Kallet in as good condition as now, except for ordinary wear and damage by the elements, and with such improvements as are made or installed by Tenant, including all improvements constituting fixtures made by Tenant under the lease dated February 7, 1983, and successive leases. A list of all such improvements is attached hereto as Exhibit "A" and made a part hereof. Any remodeling or reconstruction by the Tenant shall not have reduced the value of the building to less than its market value at the inception of this Lease, dated above.

RENT: As and for the payment of rent to the City, the Tenant shall:

1. Pay to the City the monthly cost for gas and electricity service, within twenty days of the date the City presents each invoice to the Tenant. Pay to the City, upon the City's customary payment terms, for the cost of metered water and associated sewer expenses for rest room and kitchen facilities. The Tenant shall pay for

internet, telephone and cable services, disposal of waste and recycling, and arrange for all invoices for said expenses to be billed directly to the Tenant;

2. Maintain and make all necessary minor building repairs to the interior areas of the Kallet, and pay costs up to \$350.00 per occurrence associated with routine maintenance and repair, including:
 - a. Maintain the fixtures and equipment in all public areas of the Kallet which are connected to plumbing, heating, air conditioning, lighting, and electrical systems in the same or better condition and repair than they are now;
 - b. Re-plaster and paint all wall surfaces, valences and sconces;
 - c. Steam clean all carpets, refinish all hardwood flooring surfaces, clean and repair all other flooring surfaces as necessary;
 - d. Maintain acoustic ceiling;
 - e. Repairs to interior windows, doors, curtains, and concession area;
 - f. Ordinary upkeep, janitorial services, cleaning, etc.; and
 - g. Keep the sidewalk in front of the Kallet clean and free from snow and ice and any obstruction;
3. Undertake and pay for all minor remodeling and upgrades necessary to improve the public's use and enjoyment of the Kallet, upon approval by the City and as reasonably permitted by the Tenant's financial resources. The quality shall be consistent with past upgrades performed by the Tenant, such as construction of the concession stand and replacement of carpeting in the front lobby;
4. In a collaborative effort between the City and the tenant, best efforts will be used to apply for grants available to underwrite the cost of major repairs, upgrades and capital improvements to the Kallet;

RENEWAL TERM: Tenant shall have an option to renew this Lease for an additional term of three (3) years provided that Tenant has fully complied with the terms and conditions set forth herein, and that Tenant has provided to the City Tenant's written notice of its exercise of said option to renew at least twelve (12) months prior to the end of the term above stated or any renewal term ("Renewal Term"). The Renewal Term(s) shall be subject to review and approval by the City's Common Council, which approval shall not be unreasonably withheld.

USE: The Kallet is leased by the City to be used as a civic center for the residents of Oneida and surrounding communities. Typical civic center uses include the Tenant's customary uses of the Kallet since Tenant commenced its occupancy under the parties' initial lease agreement, dated February 7, 1983. Such uses include but are not limited to: subleasing the Kallet or parts thereof to individuals, not-for-profit organizations, for profit enterprises and entertainment service companies, for meetings, events, dinners, weddings, parties, receptions, performances, shows and other entertainment activities (cumulatively "Events"); and for hosting the Tenant's own Events. Permit the City to use the Kallet for municipal purposes, upon reasonable advance notice and subject to availability, without the payment of any rental or use

fee, except that direct out-of-pocket expenses incurred in connection with such uses shall be paid by the City.

COMPLIANCE WITH LAWS: Tenant and the City shall comply with all City, State and Federal laws, ordinances and regulations ("Laws") with respect to the occupation of public buildings. Tenant, must, at Tenant's expense, promptly comply with all laws, orders, rules, requests and directions of all governmental authorities, the City's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to the City. Tenant may not do anything which may increase the City's insurance premiums or cause cancellations of insurance coverage. In the event that Tenant's actions cause an increase in the City's insurance premiums, Tenant must pay the increase in premium as added rent.

INSPECTIONS: The Kallet may be inspected by the City's authorized representatives, at reasonable times on reasonable notice to the Tenant, for the purposes of inspection and maintenance of structural components, all plumbing, heating, air conditioning, lighting, and electrical systems and water heater in and on the Kallet premises, and to otherwise verify Tenant's compliance with its obligation to maintain the Kallet in accordance with the Rent provisions.

MAJOR REPAIRS AND CAPITAL IMPROVEMENTS: The City shall be solely responsible for the cost and implementation of all necessary capital or major improvements to the Kallet, including without limitation: maintenance, repair and replacement of roofing, exterior walls, exterior glass and entrance doors, and other exterior surfaces of the premises, and all structural components; maintenance, repair and replacement of mechanical systems including but not limited to plumbing, heating, air conditioning, lighting, and electrical systems and water heater repair, replacement and significant repairs of floors and carpeting (not including refinishing hardwood floors), installation of new plumbing, new wiring, and other mechanical systems, and marquee maintenance and improvements. In the event that the Tenant desires to undertake any modifications or capital improvements, Tenant shall provide a written description of the significant modifications or proposed capital improvements, and obtain City's advance written permission for said modifications or capital improvements and any structural changes associated therewith and to allow a representative of the City to attend any Board meeting of the Tenant where capital improvements are discussed.

ANNUAL PLAN: During the Term and the Renewal Term, if any, Tenant shall provide to the City within the first six months of each fiscal year, an annual management plan, which shall include; information regarding Tenant's anticipated operations for such fiscal year (known as an Impact Report), capital improvements purchases, and anticipated budget and previous year's 990. Anticipated capital projects will be submitted by September to the Mayor's office for the following year's budget. Such "fiscal year" shall be the fiscal year for the City, presently the calendar year period beginning January 1 and ending December 31 ("Fiscal Year").

QUIET ENJOYMENT: Provided that the Tenant shall perform its obligations in accordance with the Rent provisions, and that Tenant is not in material default under any other

term of this Lease, the Tenant may peaceably and quietly have, hold and enjoy the Kallet for the Term and any Renewal Term of this Lease.

DEFAULT: Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof from the other party. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the sixty (60) day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default. The City may re-let the Kallet and any rent received by the City shall be used first to pay the City's expenses in securing possession and re-letting the Kallet, including without being limited to, reasonable legal fees and costs, fees of brokers, advertising costs and the cost of cleaning, repairing and decorating the Kallet, and second, to pay any amounts Tenant owed under the Lease. The City has no duty to re-let the Kallet. Tenant shall pay to the City any amounts owed under this Lease, less, if the City re-lets the Kallet, any amounts received from the new tenant and not used by the City to pay the expenses referenced above.

INDEMNITY: The Tenant shall indemnify and keep and hold harmless the City from any and all damages, costs, expenses and liability for anything and everything whatsoever, arising from, or out of, the occupancy by, or under, the Tenant, the Tenant's agents or servants, and from any loss, or damage, arising from any default, or negligence, by the Tenant, or failure on the Tenant's part to comply with any of the covenants, terms and conditions herein contained.

FIRE OR OTHER CASUALTY: In the event of loss or damage by fire or other casualty, the City shall not be required to rebuild or repair if such damage renders the Kallet untenable by the Tenant or its subtenants for a period in excess of ninety days. If such damage can be repaired within ninety days, or any additional period of time approved and requested by the Tenant, the City shall pay for the necessary repairs to restore the building to its former condition but only to the extent of the amounts paid to the City for such loss or damage under its applicable insurance coverage.

INSURANCE: Tenant shall secure and deliver to the City Attorney prior to the commencement of the Term hereunder and shall keep in force at all times during the Term and the Renewal Term, if any, a commercial general liability insurance policy and such other insurance policies as are described in Exhibit "B" attached hereto, incorporated and made a part of this Lease. Tenant agrees that, if such insurance policies are not kept in force during the entire Term of this Lease and any Renewal Term, the City may procure the necessary insurance, pay the premium therefor, and that such premium shall be repaid to the City as additional rent for the month following the date on which such premiums are paid.

CITY APPROVAL: To the extent that the approval of the City is required under the terms of this Lease, the approval of the City of Oneida Common Council shall constitute the approval of the City.

SUBLETTING: Other than the Uses described above, Tenant may only sublet portions of the Kallet (other than leasing or licensing for events held on the premises) for uses which are not in violation of the applicable zoning regulations of the City, upon first obtaining City's written permission.

PURCHASE OPTION: If at any time during the Term, Renewal Term, or any tenancy after either, the City receives from a ready, willing and able purchaser an acceptable bona fide offer to purchase, or makes a bona fide offer to sell the Kallet or any part thereof to such a purchaser, the City shall give notice to Tenant, specifying the name and address of the Purchaser and the price and terms of the offer, accompanied by and an affidavit by the Mayor of the City that the proposed sale is in good faith. Tenant shall thereupon have the prior option to purchase the Kallet or the part thereof at the price and on the terms of the offer, which option the Tenant must exercise within sixty (60) days from receipt of the said notice of offer, and that notice to exercise the option by the Tenant must be made in writing to the City. The Tenant's failure to so exercise its Purchase Option shall not affect this Lease or the continuance of Tenant's rights hereunder. In the event that Tenant does not exercise its option to purchase the Kallet or the part thereof in accordance with the submitted bona fide offer, then the City may sell the Kallet subject to the terms of this Lease.

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

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

NOTICE: Any notice, consent or other communication given pursuant to this Lease will be in writing and will be effective either (a) when delivered personally to the party for

whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, or (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to the City, to:
Leo Matzke, Mayor (or his successor)
City of Oneida Municipal Building
109 North Main Street
Oneida, New York 13202

With a copy to:
Office of the City Attorney
City of Oneida Municipal Building
109 North Main Street
Oneida, New York 13202

If to Tenant, to:
Greater Oneida Civic Center, Inc.
159 Main Street
Oneida, New York 13421

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

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

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

IN WITNESS WHEREOF, the parties have duly executed this Lease Agreement this ____ day of _____, 20____.

CITY OF ONEIDA, NEW YORK

Seal

By: _____
Leo Matzke, Mayor

GREATER ONEIDA CIVIC CENTER, INC.

Seal

By: _____
Morgan Harrington, President

STATE OF NEW YORK
COUNTY OF MADISON: ss:

On the ____ day of _____, 20____ before me personally came LEO N. MATZKE to me known, who, being duly sworn did depose and say that he resided in the City of Oneida, that he is Mayor of the City of Oneida, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that is/was so affixed by order of the Common Council of the City of Oneida, and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK
COUNTY OF MADISON: ss:

On the ____ day of _____, 20____ before me personally came MORGAN HARRINGTON to me known, who, being duly sworn did depose and say that she resides in Oneida, New York, that she is President of the Greater Oneida Civic Center, Inc., the corporation described in, and which executed the foregoing instrument; that she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that is/was so affixed by order of the Board of Directors of the Greater Oneida Civic Center, Inc., and that she signed her name thereto by like order.

Notary Public

EXHIBIT "A"

LIST OF CAPITAL IMPROVEMENTS

Built Concession Stand

Built storage area behind the Concession Stand

Installed Acoustic material on all ceiling surfaces in main room

Upgrades to the restrooms, soap dispensers, toilet paper dispensers

Installed commercial sink, cabinets and counter tops and replaced floor in kitchen

Modified front door so that it is handicap accessible

Built handicap accessible rest room

Replaced curtains on side walls

Replaced all carpeted areas

Upgrades to the marquee, restored large KALLET letters and replaced electronics & chaser lights

Installed large curtain in back of wood floor

Built office, with affixed cabinets and counter top, and installed new flooring

Replaced floor inserts in the outer lobby with Kallet lettered inserts

New flooring in hall

Shore up existing wood floor

Installed code compliant paddle latches on the doors

Renovated interior hall displays, replaced damaged wood panels

Restored and painted all wall surfaces, sconces and decorative trim throughout first floor

Installed Alarm System

Rehabilitated and refinished hardwood floor in main room

EXHIBIT "B"

INSURANCE

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

(i) a commercial liability insurance policy, including, independent contractors, contractual liability, personal and advertising injury, public liability and property damage, covering the Kallet, the operations hereunder, in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage; and

(ii) an umbrella liability insurance policy with a limit of Two Million Dollars (\$2,000,000.00) in the aggregate.

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

(c) Tenant shall be the named insured(s) under all of the liability described in paragraph (a) above. Tenant shall obtain the insurance described in paragraphs (a)(i) and (ii) above from an A.M. Best rated "secured" New York State licensed insurer naming the City as an additional insured thereunder by endorsement on an unrestricted primary and non-contributory basis on all lines of coverage.

(d) Certificates evidencing the existence of the above policies shall be delivered by each party to the other prior to the commencement of the Term. Each of Tenant's policies shall contain an endorsement that such policy shall not be terminated, canceled or altered without at least thirty (30) days prior written notice to the City.

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

2. BUDGET AMENDMENT AND BUDGET TRANSFERS

RESOLUTION 17-

Moved by Councilor
Seconded by Councilor

RESOLVED, to authorize approval of the following budget amendment:

<u>AMOUNT</u>	<u>FROM</u>	<u>TO</u>
\$2,495.01	001.0022.2680 Insurance Recovery	001.3410.0101 Fire Salaries
<i>(To reallocate funds received from workers compensation insurance to cover salaries)</i>		

RESOLVED, to authorize approval of the following budget transfers:

<u>AMOUNT</u>	<u>FROM</u>	<u>TO</u>
\$6,065.00	001.9011.0807 Police & Fire Retirement	001.9010.0806 ERS Retirement
<i>(To reallocate funds to ERS. Invoice)</i>		
\$10,000.00	001.5110.0402 Tree Contract	001.1620.0401 Buildings Electric & Gas
<i>(To reallocate funds for electric and gas expense for remainder of year)</i>		
\$3,490.00	001.4068.0102 Mosquito Overtime	001.5142.0102 Snow & Ice Overtime
<i>(To reallocate funds for salaries for the snow and ice overtime account)</i>		
\$4,255.00	001.1990.0400 Contingency	001.1989.0400 Printing Expense
<i>(To reallocate funds for estimate received from General Code)</i>		

Ayes:

Nays:

MOTION CARRIED

3. ORDINANCE AMENDMENT

RESOLUTION 17-

Moved by Councilor
Seconded by Councilor

RESOLVED, that an Ordinance to amend the City of Oneida Code Chapter 33, Article II, §33-4 Building Permits (1) so as to coincide with the International Building Code be hereby received and placed on file, **and be it further**

RESOLVED, that a Public Hearing be scheduled for December 5, 2017 at 6:30 p.m. in the Council Chambers at 109 N. Main St., Oneida.

Ayes:

Nays:

MOTION CARRIED

**PROPOSED
ORDINANCE AMENDMENT
17-02**

Chapter 33. Building Code Administration and Enforcement

Article II. Building Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and Residential Code

§ 33-4. Building permits.

B. Exemptions. No building permit shall be required for work in any of the following categories:

(1) Construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses) which are used for tool and storage sheds, playhouses or similar uses, provided the gross floor area is less than ~~144~~ 120 square feet (~~13.38~~ 11.15 square meters);

City of Oneida, NY
Monday, November 6, 2017

Chapter 33. Building Code Administration and Enforcement

Article II. Building Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and Residential Code

§ 33-4. Building permits.

- A. Building permits required. Except as otherwise provided in Subsection B of this section, a building permit shall be required for any work which must conform to the Building Code, Energy Code, Fuel Gas Code, Mechanical Code, Plumbing Code and Residential Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, and the installation of a solid-fuel-burning heating appliance, chimney or flue in all new construction. The Fire Marshal's Office shall be notified to schedule a solid fuel device permit inspection prior to issuance of certificate of occupancy. No person shall commence any work for which a building permit is required without first having obtained a building permit from the Code Enforcement Officer.
- B. Exemptions. No building permit shall be required for work in any of the following categories:
- (1) Construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses) which are used for tool and storage sheds, playhouses or similar uses, provided the gross floor area is less than 144 square feet (13.38 square meters);
 - (2) Installation of swings and other playground equipment associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses);
 - (3) Installation of swimming pools associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses) where such pools are designed for a water depth of less than 24 inches and are installed entirely above ground;
 - (4)

Storage Sheds/Accessory Buildings

- Must be on the same lot as the principal structure (house)
- Not to be located in any required front yard or in front of principal structure (house) must be located 10 feet from side and rear property lines.
- Maximum height not to exceed 18 feet high.
- Must be 10 feet away from principal structure (house), and other accessory buildings (garages, sheds swimming pools)
- No more than two accessory buildings in addition to a private automobile garage shall be permitted on any lot.
- A building permit is required for a storage shed- accessory building which is larger than 120 sq. ft.
- No accessory building or structure shall be constructed or located to house or provide shelter for animals, other than domestic household pets, on any lot less than 1 acre in size. Front, side and rear setbacks for any such building or structure designed to house or provide shelter for livestock shall be a minimum of 75 feet from each lot line. Note : Livestock are only permitted in Outside Corporation District.

Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

**SECTION 105
PERMITS**

[A] **105.1 Required.** Any *owner* or *owner's* authorized agent who intends to construct, enlarge, alter, *repair*, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, *repair*, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*.

[A] **105.1.1 Annual permit.** Instead of an individual *permit* for each *alteration* to an already *approved* electrical, gas, mechanical or plumbing installation, the *building official* is authorized to issue an annual *permit* upon application therefor to any person, firm or corporation regularly employing one or more qualified *tradespersons* in the building, structure or on the premises owned or operated by the applicant for the *permit*.

[A] **105.1.2 Annual permit records.** The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

[A] **105.2 Work exempt from permit.** Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. *Permits* shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 120 square feet (11 m²).
2. Fences not over 7 feet (2134 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18 925 L) and the ratio of height to diameter or width is not greater than 2:1.

6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or *story* below and are not part of an *accessible route*.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated *swimming pools* accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family *dwellings*.
12. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support.
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.

4. PROPOSED LOCAL LAW TO AMEND CHAPTER 190-ZONING

RESOLUTION 17-

Moved by Councilor
Seconded by Councilor

RESOLVED, that a proposed Local Law to amend City Code Chapter 190 – Zoning to regulate hydroponic commercial agricultural business uses be hereby received and placed on file, **and be it further**

RESOLVED, that the enactment of the proposed Local Law is a Type I action, and as there are no other involved agencies having authority to amend the Zoning Regulations, this Common Council shall act as lead agency in this matter for purposes of SEQRA review; **and it is further**

RESOLVED the Common Council, having reviewed the Long Environmental Assessment Form has determined this action, which will affect the allowable uses within any zoning district affecting 25 or more acres, shall have no adverse impact on the environment; and that this Resolution shall constitute a negative declaration under SEQRA and accepts and authorizes the Mayor to sign the Long Environmental Assessment Form; **and it is further**

RESOLVED, that a public hearing on said proposed Local Law be hereby scheduled for December 5, 2017 at 6:30 p.m. in the Common Council Chambers, 109 N. Main Street, Oneida NY.

Ayes:

Nays:

MOTION CARRIED

**A LOCAL LAW TO AMEND CHAPTER 190, TITLED “ZONING,” OF
THE CODE OF THE CITY OF ONEIDA TO DEFINE
HYDROPONIC COMMERCIAL AGRICULTURAL BUSINESS**

Be it enacted by the Common Council of the City of Oneida, that this local law amends Chapter 190 of the Code of the City of Oneida (hereinafter “Code”), titled “Zoning,” to regulate hydroponic commercial agricultural business uses as follows:

SECTION 1.

So that Section 190-5 of the City of Oneida Zoning Regulations, titled “Definitions,” is hereby amended by adding two (2) new definitions for “Hydroponic Agricultural Greenhouse Operation” and “Hydroponic Greenhouse,” which shall read, in their entirety, as follows:

“HYDROPONIC AGRICULTURAL GREENHOUSE OPERATION – a Hydroponic Greenhouse with an agricultural growing area of not less than 20,000 square feet that grows plants that are useful to human beings, including, but not limited to, forages, sod, berries, herbs, fruits, vegetables, flowers, seeds, and nursery stock.

HYDROPONIC GREENHOUSE – an indoor agricultural greenhouse operation in which,
(a) some or all of the nutrients are placed in intimate contact with a plant’s root system, being grown in any or all of, a supportive medium, containerized medium, or nutrient film technique;

- (b) technical control systems are used to monitor, adapt, and optimize the greenhouse growing environment; and
- (c) areas and structures to support the growing may include, without limitation, administration, washroom, irrigation, heating, harvesting, grading, warehousing, distribution, and refrigeration.”

SECTION 2.

So that Attachment 1, Table A: Schedule of Uses, as provided for in Section 190-8 of the City of Oneida Zoning Regulations, titled “Standard and conditional uses,” is hereby amended so as to permit hydroponic greenhouse and hydroponic agricultural greenhouse operation land uses in the Agricultural, Commercial, Light Industrial, and Manufacturing Industrial zoning districts upon issuance of a conditional use permit.

SECTION 3.

This Local Law shall be effective upon filing with the office of the Secretary of State.

5. RESOLUTION OPPOSING LIMITATIONS ON THE DEDUCTIBILITY OF STATE AND LOCAL TAXES (SALT)

RESOLUTION 17-

Moved by Councilor
Seconded by Councilor

WHEREAS, Congress is considering tax reform legislation that would eliminate or severely restrict the federal income tax deduction for State and Local Taxes (SALT); **and**

WHEREAS, this deduction, which has been in place for more than 100 years, is heavily utilized by residents of the City of Oneida; **and**

WHEREAS, New York residents already send \$41 billion more to the federal treasury than the federal government returns to New York; **and**

WHEREAS, the state and local tax deduction is a fundamental principle of federalism and without it our residents would be faced with double taxation as they would be forced to pay federal income taxes on the taxes they must pay to state and local governments; **and**

WHEREAS, this federal cost shift onto local governments would place extreme pressure on the City of Oneida budget, including diminished revenue for essential municipal services, including public safety and public infrastructure; **and**

WHEREAS increased federal taxation and reduced municipal services will harm local housing markets, decrease home values, erode local tax bases, and accelerate the departure of New York residents to other states, **now therefore be it**

RESOLVED, that the City of Oneida expresses its strong opposition to any federal tax reform legislation that would eliminate or limit access to the State and Local Tax Deduction and urges each member of New York's congressional delegation to vehemently oppose any such bill, and directs that a copy of this Resolution be sent to New York State Senator Charles Shumer and the New York State Conference of Mayors.

Ayes:

Nays:

MOTION CARRIED

6. MONTHLY REPORTS

RESOLUTION 17-

Motioned by Councilor

Seconded by Councilor

RESOLVED, that monthly reports from the Chamberlain, City Clerk, City Engineer, Comptroller, Department of Planning and Development, Fire Department, Housing Codes Enforcement, Police Department and Recreation Department be hereby received and placed on file.

Ayes:

Nays:

MOTION CARRIED

NEW BUSINESS

DISCUSSION OF 2018 BUDGET

Motion to adjourn by Councilor

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

CITY OF ONEIDA, NEW YORK

Susan Pulverenti, City Clerk