

**COMMON COUNCIL MEETING
DECEMBER 16, 2014
7:00 P.M.
ORDER OF BUSINESS**

- I. Call to Order
- II. Salute to the Flag
- III. Roll Call
- IV. Adoption of Agenda
- V. Proclamations
- VI. Communications and Presentations:
- VII. Public Participation
- VIII. Controller's Report
- IX. Old Business:
- X. New Business:
 - (a) Resolutions
 - (b) Ordinances
 - (c) Local Laws:
 - (d) Introduction of Ordinances:
 - (e) Introduction of Local Laws
 - (f) Committee Reports
 - (g) Scheduling of Committee Meetings
 - (h) Other
- XI. Executive Session
- XII: Adjournment

6:00 p.m. Committee of the Whole (called by Mayor Thane

- 1. Workers Comp Agreement – Triad**
- 2. Sludge Disposal Agreement - Madison County**
- 3. Any other business**

RESOLUTIONS

Old Business

New Business

115. RESOLUTION ADOPTING MINUTES	BEEKMAN
116. RESOLUTION APPROVING AUDIT	HATZENBUHLER
117. RESOLUTION AMENDING BUDGET – ENGINEERING	LEGGIERO
118. RESOLUTION AMENDING BUDGET – ANIMAL CONTROL	RUSSO
119. RESOLUTION AUTHORIZING AGREEMENT –LEASE (TONKO)	MAYOR
120. RESOLUTION AMENDING BUDGET – ELECTIONS	FULL COUNCIL
121. RESOLUTION AMENDING BUDGET – BOND/NOTE EXPENSES	HATZENBUHLER
122. RESOLUTION AMENDING BUDGET – POLICE	RUSSO
123. RESOLUTION AUTHORIZING AGREEMENT MADISON CO.	MAYOR
124. RESOLUTION AUTHORIZING AGREEMENT TRIAD	MAYOR
125. RESOLUTION AUTHORIZING AGREEMENT POEHLMAN	MAYOR
126. RESOLUTION AMENDING BUDGET – FIRE	RUSSO
127. RESOLUTION AMENDING BUDGET – ENGINEERING	LEGGIERO

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-115

RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETING

BY: ALDERWOMAN BEEKMAN

RESOLVED, that the minutes of the Common Council meeting of December 2, 2014 are hereby adopted.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderwoman Beekman		
Alderman Barone		
Alderwoman Hatzenbuhler		
Alderman Leggiero		

ANN M. THANE, MAYOR

DATED: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-116

RESOLUTION APPROVING AUDIT

BY: ALDERWOMAN HATZENBUHLER

RESOLVED, the bills examined by the Common Council and reported herewith as correct and they are, allowed and ordered paid and the City Clerk is authorized and empowered to issue warrants in payment of same.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay

Alderman Russo		

Alderwoman Beekman		

Alderman Barone		

Alderwoman Hatzenbuhler		

Alderman Leggiero		

ANN M. THANE, MAYOR

DATED: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-117

RESOLUTION AMENDING BUDGET – ENGINEERING

BY: ALDERMAN LEGGIERO

RESOLVED, the Controller is authorized to amend the 2014-2015 budget for receipt of insurance recovery for damage to a street pole, as follows:

INCREASE REVENUE:

A-2680.21	Ins. Recovery	\$3,768.11
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INCREASE EXPENSE:

A-5110-4000	Contractual	\$3,768.11
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COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay

Alderman Russo		

Alderman Barone		

Alderman Leggiero		

ANN M. THANE, MAYOR

DATED: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-118

RESOLUTION AMENDING BUDGET – ANIMAL CONTROL

BY: ALDERMAN RUSSO

RESOLVED, the Controller is authorized to amend the 2014-2015 budget for receipt of spay/neuter fees, as follows:

INCREASE REVENUE:

A-2705	Gifts & Donations	\$85.00
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INCREASE EXPENSE:

A-3520-4069	SPCA Exp.	\$85.00
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COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay

Alderman Russo		

Alderwoman Beekman		

Alderman Barone		

Alderwoman Hatzenbuhler		

Alderman Leggiero		

ANN M. THANE, MAYOR

DATED: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-119

RESOLUTION RENEWING LEASE AGREEMENT WITH CONGRESSMAN TONKO

BY: MAYOR THANE

RESOLVED, the Mayor is authorized to sign the attached renewal lease agreement for office space located in City Hall for Congressman Tonko for the period January 3, 2015 through January 2, 2017 at \$625 per month.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay

Alderman Russo		

Alderwoman Beekman		

Alderman Barone		

Alderwoman Hatzenbuhler		

Alderman Leggiero		

ANN M. THANE, MAYOR

DATED: _____, 2014

District Office Lease Attachment- Instructions

The District Office Lease Attachment is a 4-page document that must accompany *every* Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 114th Congress may not commence prior to January 3, 2015.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 114th Congress, leases should end on January 2, 2017, not December 31, 2016.

Four things are required:

1. the signature of the Landlord and date;
2. the signature of the Member/ Member-Elect of Congress and date;
3. contact information for the person in the Member/ Member-Elect's office whom we should call if there are any problems or questions (scheduler, etc.); and
4. the signature from the Office of the Administrative Counsel.

A few things to keep in mind:

- A. The Member/ Member-Elect is required to personally sign the documents.
- B. The Attachment **SHALL NOT** have any provisions deleted or changed.
- C. Even if rent is zero, an Attachment is still required.
- D. Prior to either party signing a Lease or Amendment, the Member/ Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- E. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999), but the originals still must be submitted by interoffice mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- F. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- G. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment

(Page 1 of 4 – 114th Congress)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

District Office Lease Attachment
(Page 2 of 4 – 114th Congress)

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 114th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

District Office Lease Attachment

(Page 3 of 4 – 114th Congress)

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment
(Page 4 of 4 – 114th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Amsterdam
Print Name of Lessor/Landlord

Office of Congressman Paul D. Tonko
Print Name of Lessee

By: _____
Lessor Signature
Name: Ann M. Thane
Title: Mayor

Lessee Signature

Date

Date

From the Member's Office, who is the point of contact for questions?
Name Sean Shortell Phone (516) 465-0700 E-mail sean.shortell @mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

District Office Lease Amendment – Instructions

NO LEASE AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease Amendment for the 114th Congress may not commence prior to January 3, 2015.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 114th Congress, leases should end on January 2, 2017, not December 31, 2016.

- A. Section 1 has three blank lines to be filled in:
 1. the term of the previous lease that is being amended or extended;
 2. street address of office being leased; and
 3. city, state and ZIP where office is being leased.
- B. Section 2 requires the new ending date (if the lease is going to be extended), which must be on or before January 2, 2017. If the lease is not going to be extended, write “N/A” in the space provided.
- C. Section 3 requires the monthly rent amount for the extended term, and if any other provision is changed, the blank space beneath Section 3 is provided for any changes or additions. If there are no other changes to your existing lease write “NONE” in the space provided.
- D. **The Member/Member-Elect is required to personally sign the documents.**
- E. A District Office Lease Attachment for the 114th Congress must accompany this District Office Lease Amendment (“Amendment”).
- F. **Prior to either party signing an Amendment, the Member/ Member-Elect must submit the proposed Amendment, accompanied by a copy of the District Office Lease Attachment for the 114th Congress, to the Administrative Counsel for review and approval.** If the proposed terms and conditions of the Amendment are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the Amendment. Please submit the proposed Amendment and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).
- G. Once signed by both parties, the Amendment and District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999, but the originals still must be submitted by inter office mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- H. If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the Amendment is approved.
- I. If you have any additional questions about District Office Leases, please contact the Office of the Administrative Counsel by e-mail (leases@mail.house.gov).

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 114th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from January 2, 2013 to January 2, 2015 for the lease of office space located at 81 Church Street in the city, state and ZIP of Amsterdam, NY 12010.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 2017. (This District Office Lease Amendment (“Amendment”) may not provide for an extension beyond January 2, 2017, which is the end of the constitutional term of the 114th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be \$625.00. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].

NONE
4. **District Office Lease Attachment for 114th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 114th Congress and the District Office Lease Attachment for the 114th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-120

RESOLUTION AMENDING BUDGET – ELECTIONS

BY: FULL COUNCIL

RESOLVED, the Controller is authorized to amend the 2014-2015 operating budget to fund an overage in election expenses, as follows:

DECREASE EXPENSE:

A-1325-4006	Interns	\$3,288.07 (bal. \$4,075.00)
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INCREASE EXPENSE:

A-1450-4000	Elections	\$3,288.07
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COMMON COUNCIL
City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderman Russo</u>		
<u>Alderman Beekman</u>		
<u>Alderman Barone</u>		
<u>Alderman Hatzenbuehler</u>		
<u>Alderman Leggiero</u>		

ANN M. THANE, MAYOR

DATED: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-121

RESOLUTION AMENDING BUDGET – BOND & NOTE EXPENSE

BY: ALDERWOMAN HATZENBUHLER

RESOLVED, the Controller is authorized to amend the 2014-2015 budget for shortfall in bond and note expense, as follows:

DECREASE EXPENSE:

A-1325-2000	Equip/Supp.	\$1,009.60 (bal. \$4,355.00)
F-1990-4036	Contingency	\$ 359.31 (bal \$22,000.00)
G-8110-4036	Contingency	\$ 305.41 (bal \$93,200.00)
CL-8160-4036	Contingency	\$ 125.76 (bal \$7,200.00)

INCREASE EXPENSE:

A-1989-4035	Bond & Note	\$1,006.05
F-8310-4035	Bond & Note	\$ 359.31
G-8110-4035	Bond & Note	\$ 305.41
CL-8160-4035	Bone & Note	\$ 125.76

COMMON COUNCIL
City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderman Russo</u>		
<u>Alderman Beekman</u>		
<u>Alderman Barone</u>		
<u>Alderman Hatzenbuhler</u>		
<u>Alderman Leggiero</u>		

ANN M. THANE, MAYOR

DATED: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-122

RESOLUTION AMENDING BUDGET – POLICE

BY: ALDERMAN RUSSO

RESOLVED, the Controller is authorized to amend the 2014-2015 budget for receipt of auction monies, as follows:

DECREASE EXPENSE:

A-2770	Other Revenue	\$2,900.00
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INCREASE EXPENSE:

A-3120-4000	Contractual	\$2,900.00
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COMMON COUNCIL
City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderman Russo</u>		
<u>Alderman Beekman</u>		
<u>Alderman Barone</u>		
<u>Alderman Hatzenbuehler</u>		
<u>Alderman Leggiero</u>		

ANN M. THANE, MAYOR

DATED: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-123

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH
MADISON COUNTY FOR DISPOSAL OF BIOSOLIDS**

BY: MAYOR THANE

WHEREAS, the City of Amsterdam generates biosolds from its waste water treatment plant in the amount of approximately five thousand tons per year, and

WHEREAS, the City of Amsterdam currently pays approximately \$88 per ton for the disposal of biosolids, and

WHEREAS, Madison County and the City of Amsterdam have negotiated a proposed inter municipal agreement where Madison County will accept the City's biosolids at the rate of \$40 per ton if delivered to Madison County's Landfill or at the rate of \$66 per ton if Madison County assumes the cost of transportation, and

WHEREAS, Madison County can use the City's biosolids in its energy generating process, and

WHEREAS, this agreement is intended to be a cooperation agreement for the purpose of property tax freeze credits, if applicable, therefore be it

RESOLVED, that the Mayor is authorized to execute a municipal cooperation agreement with Madison County providing for biosolid disposal fees as specified above.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderman Beekman		
Alderman Barone		
Alderman Hatzenbuhler		
Alderman Leggiero		

ANN M. THANE, MAYOR

DATED: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-124

RESOLUTION APPROVING AGREEMENT WITH TRIAD GROUP LLC

BY: MAYOR THANE

WHEREAS, the City of Amsterdam currently participates in the Montgomery County Workmen’s Compensation Plan for the bulk of its employees, and

WHEREAS, Montgomery County Workmen’s Compensation Plan has changed its plan administrator to Triad Group LLC, and

WHEREAS, the City of Amsterdam currently self insures certain components of its Workmen’s Compensation program and it would be efficient to have these components administered by Triad,

RESOLVED, that the Mayor is authorized to execute an agreement with Triad Group LLC for Workmen’s Compensation plan administration.

Note: Contract is still being drafted.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderwoman Beekman		
Alderman Barone		
Alderwoman Hatzenbuhler		
Alderman Leggiero		

ANN M. THANE, MAYOR

DATED: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-125

RESOLUTION APPROVING MODIFIED AGREEMENT WITH LAUREN POEHLMAN

BY: MAYOR THANE

WHEREAS, a contract for accounting services was approved by resolution #14/15-32 in the amount of up to \$30,000 and it appears that additional accounting services will be required to assist the Controller in the correction of the City's accounting records, now therefore be it

RESOLVED, that the Mayor is authorized to execute a modification to the agreement with Lauren Poehlman for accounting services to increase the maximum contract amount to \$45,000 in 2014-2015 fiscal year.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderwoman Beekman		
Alderman Barone		
Alderwoman Hatzenbuhler		
Alderman Leggiero		

ANN M. THANE, MAYOR

DATED: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-126

RESOLUTION AMENDING BUDGET – FIRE

BY: ALDERMAN RUSSO

RESOLVED, the Controller is authorize to amend the 2014-2015 budget to cover overtime expenses as a result of fires on October 12, November 9 and November 11, as follows:

DECREASE EXPENSE

A-3410-1204	Battalion Chief	\$20,000
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INCREASE EXPENSE:

A-3410-1001	Overtime	\$20,000
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COMMON COUNCIL
City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderman Russo</u>		
<u>Alderman Beekman</u>		
<u>Alderman Barone</u>		
<u>Alderman Hatzenbuhler</u>		
<u>Alderman Leggiero</u>		

ANN M. THANE, MAYOR

DATED: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014**

RESOLUTION #14/15-127

RESOLUTION AMENDING BUDGET – ENGINEERING

BY: ALDERMAN LEGGIERO

RESOLVED, the Controller is authorized to amend the 2014-2015 budget for receipt of insurance recovery as follows:

INCREASE REVENUE

A-2680.21	Ins. Recovery	\$500.00
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INCREASE EXPENSE:

A-5142-4042	Replacement Parts	\$500.00
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COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay

Alderman Russo		

Alderwoman Beekman		

Alderman Barone		

Alderwoman Hatzenbuhler		

Alderman Leggiero		

ANN M. THANE, MAYOR

DATED: _____, 2014

CITY OF AMSTERDAM, NY
COMMON COUNCIL
DECEMBER 16, 2014

**LOCAL LAW NO. A OF 2015 - A LOCAL LAW AMENDING CHAPTER 156
NONRESIDENT, MULTIFAMILY OR COMMERCIAL PROPERTY OWNER
REGISTRATION (for introduction)**

BY: ALDERMAN LEGGIERO

BE IT ENACTED by the Common Council of the City of Amsterdam as follows:

SECTION 1. PURPOSE AND LEGISLATIVE INTENT

The intent of these amendments is to clarify various provisions within Chapter 156 and expand its applicability to nonresident owned single family residential properties.

SECTION 2. – SUBSTANTIVE PROVISIONS.

Chapter 156: Non Resident, Residential or Commercial Property Owner Registration is amended as follows: (strike through indicates existing text to be removed, underline text indicates new text to be added)

Chapter 156: Non Resident, ~~Multifamily~~Residential or Commercial Property Owner Registration

§156-1. Purpose and legislative intent. [Amended 3-3-2009 by L.L. No. 1-2009; Amended 1-2015 by LL No. 1-2015]

The purpose of this chapter is to protect the health, safety and welfare of residents, to protect a diverse housing stock from deterioration, and to facilitate service of process and administration of housing inspections and code enforcement. The Common Council finds and declares that the registration of nonresident ~~multifamily rental~~ residential and commercial property owners ~~and nonresident commercial property owners~~ is intended to and will ensure the protection of persons and property in all existing residential ~~multifamily rental~~ and commercial property and ensure that property owners and prospective property owners are informed of, and adhere to, code provisions governing the use and maintenance of rental and commercial properties.

§156-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

COMMERCIAL PROPERTY -- Any real property located in the City of Amsterdam that is improved by a structure that is not designed to be used for residential purposes. This definition is limited in applicability to this chapter.

DESIGNATION CERTIFICATE -- A form designating a registered agent for an owner.

MULTIFAMILY/RESIDENTIAL PROPERTY -- Any parcel of real property located in the City of Amsterdam that is improved by a structure or group of structures that are designed to be used for residential purposes, ~~for more than one family occupancy.~~

OWNER -- Any person or entity who, alone or with others, has legal or equitable title to real property.

REGISTERED AGENT -- Any person designated by the owner as described in this chapter.

§156-3. Registration required.

An owner of any residential or commercial property or multifamily/residential property who is not a resident of Montgomery County or an adjoining county, or is not a natural person (i.e., an LLC, Corporation, etc.) is required to designate a registered agent. In the instance where an owner who is not a natural person has a place of business in Montgomery or an adjoining county then the \$30 filing fee established by §156-6 shall be waived.

§156-4. Designation of registered agent.

Any owner of real property in the City of Amsterdam required to designate a registered agent shall file with the City Clerk a designation certificate on a form prescribed by the City Clerk. The designation certificate shall name a natural person, over the age of 18 years, residing in Montgomery County or an adjoining county as an agent to receive service of all notices of code violations, legal notices and process arising from the Uniform Code and the codes and laws of the City of Amsterdam related to real property in the City of Amsterdam. The registered agent shall acknowledge the designation certificate before a notary, consenting to such designation and swearing to the registered agent's residence and contact information. The owner shall acknowledge or have an officer acknowledge the designation certificate appointing the registered agent and consenting to the service of any notice or legal process on the agent before a notary. The designation certificate shall remain in effect until replaced by the owner or canceled pursuant to § 156-5 or until three years elapse from the date of filing. Owners and registered agents shall list their physical addresses in addition to any post office box on the designation certificate.

§156-5. Duties of registered agent; penalties for offenses.

The registered agent shall notify the City Clerk of the City of Amsterdam within 15 days of any change of address or telephone number. The registered agent shall accept service of all notices and legal process on behalf of the owner arising from the uniform fire and building codes and codes and laws of the City of Amsterdam related to real property in the City of Amsterdam. The registered agent shall contact the owner within one day of receipt of any notice or legal process on the owner's behalf. The registered agent may only terminate its agency status by the owner filing a replacement designation certificate or upon 30 days' written notice of termination of agency status, personally served on the owner, with proof of service filed with the City Clerk of the City of Amsterdam. Failure of the registered agent to comply with these duties is punishable by a fine not to exceed \$250 or 15 days in jail.

§156-6. Duties of owner; fees.

Any owner required to designate a registered agent by § 156-3 shall designate such agent by the later of 120 days from taking title to a property requiring such designation or by January 1, 2009. The owner shall pay a fee of \$30 upon filing a designation certificate or a replacement certificate. Each certificate may apply to up to four unique properties for one fee of \$30. Failure to file the designation certificate within the time above or failure to file a replacement designation certificate within 30 days of the notice of cancellation by the registered agent, lapse of the designation certificate or notice by the City of Amsterdam that a replacement agent is required shall cause a code enforcement fee to be charged to the owner in the amount of \$2 per month for each \$1,000 of full assessed value of the property requiring designation of a registered agent, not to exceed \$250 per month nor be less than \$20 per month per property. Failure to pay these fees within 30 days of the invoice date shall cause the charge to become a lien against the associated real property and be levied with the City taxes against the real property.

SECTION 3. SEVERABILITY

Should any section or provision of this local law be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the local law as a whole or any parts thereof other than the part so decided to be unconstitutional or invalid.

SECTION 4. ENABLING LEGISLATION

This Local Law is adopted pursuant to the authority granted by Section 10 of the Municipal Home Rule Law of the State of New York.

SECTION 5. EFFECTIVE DATE

This local law shall be effective when filed with the Secretary of State.