

**COMMON COUNCIL MEETING
JANUARY 19 2016
6:00 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

5:30 p.m. COW

- 1. Review of Agenda Items
- 2. Any other business to come before the Council

RESOLUTIONS

Old Business

None.

New Business

179. RESOLUTION APPROVING MINUTES	RUSSO
180. RESOLUTION AMENDING BUDGET – FIRE	MAJEWSKI
181. RESOLUTION APPROVING AUDIT	RUSSO
182. RESOLUTION AUTHORIZING CONTRACT – TGW CONSULTING	MAYOR
183. RESOLUTION AUTHORIZING CONTRACT – POLICE	MAJEWSKI
184. RESOLUTION AMENDING BUDGET – ENGINEERING	RUSSO
185. RESOLUTION AUTHORIZING SALE OF PROPERTY	MARTUSCELLO

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
FEBRUARY 2, 2016**

RESOLUTION #15/16-179

RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETING

BY: ALDERMAN RUSSO

RESOLVED, that the minutes of the Common Council meeting of the Meeting of January 19, 2016 are hereby adopted.

Common Council
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderman Ochal		
Alderman Majewski		
Alderman Wojnar		
Alderman Martuscello		

MICHAEL VILLA, MAYOR

DATED: _____, 2016

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
FEBRUARY 2, 2016**

RESOLUTION #15/16-180

RESOLUTION AMENDING BUDGET - FIRE

BY: ALDERMAN MAJEWSKI

RESOLVED, the Controller is authorized to amend the 2015-2016 budget for payment of 2 AFD Paramedic Students (reimbursement by NYS upon completion of course) as follows:

INCREASE REVENUE:

A-2680.14	Ins. Recovery	\$1,2380.04
A-14-3410	Bldg. Code & Fire Aid	\$1,500.00

INCREASE EXPENSE:

A-3410-4056	Training	\$2,738.04
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Common Council
City of Amsterdam, NY

	Aye	Nay
<u>Alderman Russo</u>		
<u>Alderman Ochal</u>		
<u>Alderman Majewski</u>		
<u>Alderman Wojnar</u>		
<u>Alderman Martuscello</u>		

MICHAEL VILLA, MAYOR

DATED: _____, 2016

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
FEBRUARY 2, 2016**

RESOLUTION #15/16-181

RESOLUTION APPROVING AUDIT

BY: ALDERMAN RUSSO

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		
Alderman Ochal		
Alderman Majewski		
Alderman Wojnar		
Alderman Martuscello		

MICHAEL VILLA, MAYOR

DATED: _____, 2016

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
FEBRUARY 2, 2016**

RESOLUTION #15/16-182

RESOLUTION AUTHORIZING MAYOR TO SIGN AGREEMENT – TGW CONSULTING GROUP, INC.

BY: MAYOR VILLA

RESOLVED, the Mayor is authorized to sign an agreement with TGW Consulting Group, Inc. for grant application preparation and advisory services as per the attached.

Common Council
City of Amsterdam, NY

	Aye	Nay

Alderman Russo		

Alderman Ochal		

Alderman Majewski		

Alderman Wojnar		

Alderman Martuscello		

MICHAEL VILLA, MAYOR

DATED: _____, 2016

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AMSTERDAM
AND
TGW CONSULTING GROUP, INC.

I. SCOPE OF SERVICES

A. GRANT APPLICATION PREPARATION

TGW Consulting Group, Inc. (TGW) will advise the City of Amsterdam (the City), on a regular basis, of emergent grant opportunities that the city may desire to pursue. TGW will prepare applications for grant funding on behalf of the City of Amsterdam in accordance with the regulations and procedures established by various State and Federal funding sources. TGW will undertake the necessary tasks pursuant to the development of grant applications including, but not limited to research, data assembly, budget formulation, financial analyses, narrative development and the provision of any documentation required to complete the grant applications and address all rating criteria. TGW will:

- Apply for funding for specific projects as proposed by the Mayor and Common Council
- Coordinate legislative requests
- Specifically emphasize grant opportunities with "administrative monies"
- Develop strategies for meeting grant match requirement

B. GENERAL ADVISORY SERVICES

TGW will provide advice and assistance relative to the implementation of projects funded by grants, including, but not limited to the following:

- a. Assistance in the establishment and implementation of public information programs to meet applicable citizen participation requirements and promote participation by local residents and political leaders in all program activities.
- b. Advice and oversight regarding the preparation of plans, specifications, contract documents and provision of other technical assistance as needs to implement funded projects and initiatives.
- c. Development of procedures necessary to meet reporting requirements.

In addition, TGW, at the direction of the City of Amsterdam, shall attend meetings and undertake other tasks pursuant to the development of prospective grant-funded projects.

II. COMPENSATION AND METHOD OF PAYMENT

TGW Consulting Group, Inc. will receive an annual retainer of \$25,000 per year. Payments for consulting services will be made in equal monthly sums and billing will be undertaken on a monthly basis with payment due within thirty (30) days of billing.

III. TERM OF AGREEMENT

Term of agreement will start on _____ and terminate on _____.

IV. Termination OF AGREEMENT

The Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days written notice of termination by either party.

DRAFT

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**CITY OF AMSTERDAM, NY
COMMON COUNCIL
FEBRUARY 2, 2016**

RESOLUTION #15/16-183

RESOLUTION AUTHORIZING MAYOR TO SIGN CONTRACT WITH TIME WARNER CABLE (POLICE)

BY: ALDERMAN MAJEWSKI

RESOLVED, the Mayor is authorized to sign an agreement with Time Warner Cable for services at the Public Safety Building at 2 Guy Park Avenue per the attached.

Common Council
City of Amsterdam, NY

	Aye	Nay

Alderman Russo		

Alderman Ochal		

Alderman Majewski		

Alderman Wojnar		

Alderman Martuscello		

MICHAEL VILLA, MAYOR

DATED: _____, 2016

Service Agreement



This Time Warner Cable Business Class Service Agreement ("Service Agreement") in addition to the Time Warner Cable Business Class Terms and Conditions ("Terms and Conditions") and any Time Warner Cable Business Class Service Orders (each, a "Service Order"), constitute the Master Agreement by and between customer identified below ("Customer") and Time Warner Cable ("TWC" or "Operator") and is effective as of the date last signed below.

Time Warner Cable Information				
Time Warner Cable Enterprises LLC				
Street: 20 Century Hill Dr		Contact: Julie Scibelli		
City: Latham		Telephone: 518-640-8572		
State: NY		Facsimile:		
Zip Code: 12110				
Customer Information				
Customer Name (Exact Legal Name): AMSTERDAM PUBLIC SAFETY			Federal ID No:	
Billing Address: 1 GUY PARK EXT	Suite:	City: AMSTERDAM	State: NY	Zip Code: 12010
Billing Contact Name: Victor Hugo	Phone: (518) 843-4525		E-mail: deputychief.hugo@amsterdampd.com	
Authorized Contact Name: Victor Hugo	Phone: (518) 843-4525		E-mail: deputychief.hugo@amsterdampd.com	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:

SERVICE-LEVEL AGREEMENT

DEDICATED INTERNET ACCESS

This document outlines the Service-Level Agreement ("SLA") for Dedicated Internet Access ("DIA") fiber-based service (the "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC's own network ("On-Net") and not to any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the "Affected Service").

I. SLA Targets for On-Net Services

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")	LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	< 2ms	< 0.1%

II. Priority Classification

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the TWC network hub; and (ii) exchange network traffic with another TWC network hub. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

TWC will classify Service problems as follows:

PRIORITY	CRITERIA
Priority 1	A. Service Disruption resulting in a total loss of Service; or B. Service Degradation to the point that Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	A. A service problem that does not impact the Service; or B. A single non-circuit specific quality of Service inquiry.

DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

PERCENTAGE BY DAYS PER MONTH	TOTAL MINUTES / MONTH	DOWNTIME MINUTES
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\text{MTTR} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay on an end-to-end basis using a standard 64-byte ping from the Customer's dedicated access port at the Customer premises to the TWC Internet access router in a roundtrip fashion.

Latency is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Local Time.

DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

IX. Remedies

Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an offset against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")		LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
FEBRUARY 2, 2016**

RESOLUTION #15/16-184

RESOLUTION AMENDING BUDGET - ENGINEERING

BY: ALDERMAN RUSSO

RESOLVED, the Controller is authorized to amend the 2015-2016 budget for receipt of insurance reimbursement as follows:

INCREASE REVENUE:

A-2680	Ins. Recovery	\$ 68.15
A-2680.21	Ins. Recovery	\$123.55

INCREASE EXPENSE:

A-3010-4045	Street Signs	\$ 68.15
A-5110-1001	Overtime	\$ 84.20
A-5110-2012	Equip/Supplies	\$ 38.97
A-5110-4078	Radio Repair	\$.38

Common Council
City of Amsterdam, NY

	Aye	Nay

Alderman Russo		

Alderman Ochal		

Alderman Majewski		

Alderman Wojnar		

Alderman Martuscello		

MICHAEL VILLA, MAYOR

DATED: _____, 2016

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
FEBRUARY 2, 2016**

RESOLUTION #15/16-185

RESOLUTION AUTHORIZING SALE OF PROPERTY

BY: ALDERMAN MARTUSCELLO

RESOLVED, former Corporation Counsel DeCusatis is authorized to purchase a Sharp MX-M314N printer for a cost of \$500.

Common Council
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderman Ochal		
Alderman Majewski		
Alderman Wojnar		
Alderman Martuscello		

MICHAEL VILLA, MAYOR

DATED: _____, 2016