

**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: Resolution 15/16-153
- 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

5:15 p.m. Public Safety Committee

- 1. Discussion on Grant Writing for Public Safety Equipment
- 2. Any other business to come before the committee

5:30 p.m. COW

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

RESOLUTIONS

Old Business

153. *Resolution Amending Budget – Engineering*

Martuscello

New Business

- | | |
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| 163. RESOLUTION APPROVING MINUTES | RUSSO |
| 164. RESOLUTION APPROVING AUDIT | RUSSO |
| 165. RESOLUTION APPOINTING COMMISSIONER OF DEEDS | RUSSO |
| 166. RESOLUTION AMENDING BUDGET – HISTORIAN STIPEND | MARTUSCELLO |
| 167. RESOLUTION APPOINTING MEMBERS OF LAND BANK | RUSSO |
| 168. RESOLUTION APPOINTING MEMBER OF AIDA BOARD | FULL COUNCIL |
| 169. RESOLUTION AUTHORIZING AGREEMENT – WLADIS LAW | MARTUSCELLO |
| 170. RESOLUTION AMENDING BUDGET – POLICE | MAJEWSKI |
| 171. RESOLUTION AUTHORIZING AGREEMENT – PARILLO | MAJEWSKI |
| 172. RESOLUTION APPOINTING HISTORIAN | FULL COUNCIL |
| 173. RESOLUTION AUTHORIZING AGREEMENT – MUNICIPAL SOL. | MARTUSCELLO |
| 174. RESOLUTION AUTHORIZING AGREEMENT – EASTERN MEDICAL | MAYOR |
| 175. RESOLUTION AUTHORIZING LEAD AGENCY STATUS – SEWER | MAYOR |

ORDINANCE

LOCAL LAW

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
JANUARY 1, 2016**

REVISED

RESOLUTION #15/16-153

RESOLUTION AMENDING BUDGET – ENGINEER

BY: ALDERMAN MARTUSCELLO

RESOLVED, the Controller is authorized to amend the 2015-2016 budget for revision in salary of the Engineer to \$52,500, including all benefits, for 28 hours per week as follows:

DECREASE EXPENSE:

A-5010-1022	Personnel Service	\$4,049.52
F-8310-1000.21	Personnel Services	\$4,049.52
G-8310-1020.21	Personnel Services	\$4,049.52
CL-8160-1021.21	Personnel Services	\$4,049.52

INCREASE EXPENSE:

A-1990.4036	Contingency	\$4,049.52
F-1990-4036	Contingency	\$4,049.52
G-8110-4036	Contingency	\$4,049.52
CL-8160-4036	Contingency	\$4,049.52

MOTION TO TABLE by Alderman Martuscello passed with Aye. (1/1/16)

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
JANUARY 19, 2016**

RESOLUTION #15/16-163

RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETING

BY: ALDERMAN RUSSO

RESOLVED, that the minutes of the Common Council meeting of the Organizational Meeting of January 1, 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
JANUARY 1, 2016**

RESOLUTION #15/16-164

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
JANUARY 19, 2016**

RESOLUTION #15/16-165

RESOLUTION APPOINTING COMMISSIONERS OF DEEDS

BY: ALDERMAN RUSSO

WHEREAS, the Common Council is authorized by New York State Executive Law §139 to appoint commissioners of deeds, for a term of two years from the date of their appointment,

RESOLVED, the following persons are hereby appointed Commissioners of Deeds for the City of Amsterdam, New York:

Jennifer Goch, 336 Locust Avenue, Amsterdam, NY, City Clerk's Office
Carol Iannotti, 7 Queen Anne Rd, Amsterdam, NY, City Clerk's Office
Michele Szala-Bramer, 224 Shellstone Rd, Amsterdam, NY, Engineering Office
Carol DeJohn, 22 Peter Lane, Amsterdam, NY, Mayor's Office
Matthew A. Agresta, 23 Slater Street, Amsterdam, NY, Controller

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
JANUARY 19, 2016**

RESOLUTION #15/16-166

RESOLUTION AMENDING BUDGET – HISTORIAN STIPEND

BY: ALDERMAN MARTUSCELLO

RESOLVED, the Controller is authorized to amend the 2015-2016 budget for establishment of Historian stipend of \$5,000 per year as follows:

DECREASE EXPENSE:

A-8020-1000	Personnel Exp.	\$2,500 (bal. \$23,682)
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INCREASE EXPENSE:

A-7510-1000	Personnel Exp.	\$2,500
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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
JANUARY 19, 2016**

RESOLUTION #15/16-167

RESOLUTION APPOINTING MEMBERS OF LAND BANK ADVISORY BOARD

BY: ALDERMAN RUSSO

RESOLVED, the following are hereby appointed as members of the Land Bank Advisory Board:

Calvin Cline, Assessor
Erin Covey
Robert DiCaprio
Tom McQuade, Code Enforcement Officer
Mike Sampone
Michael Villa, Mayor
Robert von Hasseln, Historian
Michael Whitty, Fire Chief

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
JANUARY 19, 2016**

RESOLUTION #15/16-168

RESOLUTION APPOINTING MEMBER OF AIDA BOARD

BY: FULL COUNCIL

WHEREAS, a vacancy exists following the resignation of David Nyles Nelson,

RESOLVED, Joseph Emanuele, 49 Coolidge Road, Amsterdam, NY is hereby appointed to the AIDA Board replacing David Nyles Nelson effective immediately.

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
JANUARY 19, 2016**

RESOLUTION #15/16-169

RESOLUTION AUTHORIZING AGREEMENT – WLADIS LAW FIRM

BY: ALDERMAN MARTUSCELLO

RESOLVED, the Mayor is authorized to sign an agreement with Wladis Law Firm for legal advice regarding financial and accounting at a cost not exceed \$10,000 reviews 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



WLADIS LAW FIRM
THE NEW STANDARD IN CLIENT SERVICE

January 5, 2016

Hon. Michael Villa
Mayor of City of Amsterdam
Amsterdam City Hall
61 Church Street
Amsterdam, New York 12010

Re: Letter of Engagement

Your Honor:

I am pleased to welcome the City of Amsterdam as a client of The Wladis Law Firm, P.C. (the "firm"). Our goal is to provide you with the highest quality legal services in a responsive and efficient manner.

It is our intent in providing this letter to set forth a clear understanding of our obligations to each other, the fees to be charged, the type of expenses that might be incurred, and our billing practices. If you or others have any questions or desire any clarification concerning any of the matters discussed in this letter agreement, please do not hesitate to telephone me directly.

This letter of engagement confirms that The Wladis Law Firm, P.C. will provide legal services to City of Amsterdam with respect to legal advice regarding financial and accounting reviews. Should the nature of our engagement change or expand over time, that too will be governed by this letter of engagement.

We will charge for legal services based primarily on the amount of time devoted to the matter and the hourly rates established for the particular professionals involved. These rates are based on the experience, expertise, and standing of the professionals involved. We will charge for legal services at a rate of \$225.00 per hour. Paralegal staff services will be billed at \$125.00 per hour. Our standard rates are normally adjusted annually; any revised rates will be effective thirty (30) days after the City of Amsterdam has been provided notice of any adjustment. We will not initially exceed \$10,000 on the matter without first obtaining permission from the City of Amsterdam.

Standard Billing and Payment Procedures. We normally bill on a monthly basis, providing you with a monthly statement for services rendered during the previous month and for disbursements incurred for your account. The detail in the monthly statements will inform the City of Amsterdam of both the nature and progress of work and of the fees and costs incurred. If we are working on more than one matter for the City of Amsterdam, you may request separate billings for each such matter or a combined billing for all matters.

All of our statements are due and payable within thirty (30) days of receipt. If the City of Amsterdam's payments are delayed beyond thirty (30) days, we will charge interest on the unpaid amounts until paid. The present interest rate is 12% per annum. If circumstances warrant,

City of Amsterdam
January 5, 2016
Page 2

we reserve the right to change the rate upon notice to the City of Amsterdam. We will not charge an interest rate in excess of the maximum amount allowable by law.

In the unlikely event of a fee dispute, the City of Amsterdam may have the right to resolve the dispute via arbitration, as provided for by the New York State Fee Dispute Resolution Program. 22 NYCRR Part 137. If that occasion should arise and the City of Amsterdam is eligible to request that the dispute be resolved via arbitration, we will, as required by law, provide the City of Amsterdam with the Standard Instructions to Clients for the Resolution of Fee Disputes Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. If that circumstance exists, we may not commence an action in court to collect any disputed fees until such notice has been provided.

Please sign a copy of this letter and return it to us in the enclosed envelope.

Should you have any questions about this letter or any other matters, please do not hesitate to contact me.

Very truly yours,

THE WLADIS LAW FIRM, P.C.



Mark N. Wladis

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
JANUARY 19, 2016**

RESOLUTION #15/16-170

RESOLUTION AMENDING BUDGET - POLICE

BY: ALDERMAN MARTUSCELLO

RESOLVED, the Controller is authorized to amend the 2015-2016 budget to fund NYS Byrne Grant awarded to the Amsterdam Police (100% reimbursable by a NYS) as follows:

INCREASE REVENUE:

A-3390	NYS Byrne Grant	\$25,000
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INCREASE EXPENSE:

A-3120-2000	Equipment	\$25,000
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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
JANUARY 19, 2016**

RESOLUTION #15/16-171

RESOLUTION AUTHORIZING AGREEMENT – MICHAEL PARILLO

BY: ALDERMAN MAJEWSKI

RESOLVED, the Mayor is authorized to sign an agreement with Michael Parillo for traffic signal maintenance and repair from February 1, 2016 through December 31, 2026 at a cost of \$18,500 per year per the attached contract.

Common Council
City of Amsterdam, NY

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

MICHAEL VILLA, MAYOR

DATED: _____, 2016

THIS AGREEMENT IS DATED AS THE 7TH DAY OF JANUARY IN THE YEAR 2016 BY AND BETWEEN THE CITY OF AMSTERDAM 61 CHURCH STREET AMSTERDAM, NEW YORK 12010 HEREINAFTER CALLED THE OWNER AND M.R. PARILLO LLC. 149 NORTHERN BOULEVARD HAGAMAN, NEW YORK 12086 HEREIN AFTER CALLED THE CONTRACTOR.

OWNER AND CONTRACTOR, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER SET FORTH, AGREE AS FOLLOWS.

ARTICLE 1. GOODS AND SERVICES.

CONTRACTOR SHALL FURNISH THE GOODS, SPECIAL SERVICES AND OTHER SERVICES AS SPECIFIED OR INDICATED IN THE PROCUREMENT DOCUMENTS. THE GOODS TO BE FURNISHED ARE GENERALLY DESCRIBED AS **TRAFFIC SIGNAL MAINTENANCE AND REPAIR.**

ARTICLE 2. CONTRACT TIME.

THIS CONTRACT SHALL TAKE EFFECT ON THE FIRST DAY OF FEBRUARY IN THE YEAR 2016 AND SHALL END ON THE 31ST DAY OF DECEMBER 2026.

THIS CONTRACT CAN BE EXTENDED FOR AN ADDITIONAL TERM UPON MUTUAL AGREEMENT BY BOTH PARTIES.

ARTICLE 3. CONTRACT PRICE.

OWNER SHALL PAY THE CONTRACTOR FOR FURNISHING THE GOODS AND SERVICES AND ANY OTHER SERVICES IN ACCORDANCE WITH THE PROCUREMENT DOCUMENT IN CURRENT FUNDS AS FOLLOWS. \$18,500.00 PER YEAR.

CONTRACT PRICES WILL BE ADJUSTED YEARLY BASED ON THE CHANGE OF THE PUBLISHED CPI AS DETERMINED BY THE CITY OF AMSTERDAM.

ARTICLE 4. PAYMENT PROCEDURES.

CONTRACTOR SHALL SUBMIT APPLICATION FOR PAYMENT IN ACCORDANCE WITH CITY OF AMSTERDAM REQUIREMENTS.

ARTICLE 5. PROCUREMENT DOCUMENTS.

THE PROCUREMENT DOCUMENTS WHICH COMPRISE THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR ARE TO BE ATTACHED TO, OR ACCOMPANY, THIS PROCUREMENT AGREEMENT, MADE PART HEREOF AND CONSIST OF THE FOLLOWING.

5.1 SCOPE OF SERVICES.

2 PAGES.

ARTICLE 6. OTHER PROVISIONS.

6.1. SUSPENSION.

OWNER OR CONTRACTOR MAY NOT, AT ANY TIME SUSPEND CONTRACT UNLESS MUTUALLY AGREED BY BOTH OWNER AND CONTRACTOR IN WRITING.

6.2. CANCELLATION.

OWNER OR CONTRACTOR MAY NOT CANCEL CONTRACT UNLESS MUTUALLY AGREED BY BOTH OWNER AND CONTRACTOR IN WRITING.

6.3. TERMINATION.

OWNER AND CONTRACTOR MAY NOT TERMINATE CONTRACT UNLESS MUTUALLY AGREED BY BOTH OWNER AND CONTRACTOR IN WRITING.

6.4. MISCELLANEOUS.

ALL CLAIMS DISPUTES AND OTHER MATTERS IN QUESTION BETWEEN OWNER AND CONTRACTOR ARISING OUT OF, OR RELATING TO THE PROCURMENT DOCUMENTS OR BREACH THEREOF EXCEPT FOR CLAIMS WHICH HAVE BEEN WAIVED BY MAKING OR ACCEPTANCE OF FINAL PAYMENT AS PROVIDED BY SHALL BE DECIDED BY AN ATTORNEY APPOINTED BY THE CONTRACTOR AND AGREED UPON BY THE OWNER. IF BOTH PARTIES FAIL TO MUTUALLY AGREE TO THE CANCELLATION, SUSPENSION OR TERMINATION OF THE CONTRACT THE CONTRACT SHALL REMAIN IN EFFECT UNTIL THE END DATES LISTED ON THE CONTRACT. IF OWNER SUSPENDS, CANCELS OR TERMINATES CONTRACT THEY WILL BE RESPONSIBLE TO PAY ALL MONIES FOR THE TERM OF THE CONTRACT.

6.5. APPLICATION FOR FINAL PAYMENT.

APPLICATION FOR FINAL PAYMENT WILL BE MADE AT CONTRACT END DATE.

6.6. BID SECURITY.

NONE

6.7. MATERIALS EQUIPMENT AND WORKMANSHIP.

UNLESS OTHERWISE SPECIFIED, MATERIALS AND EQUIPMENT INCORPORATED IN GOODS WILL BE OF GOOD QUALITY. ALL WORKMANSHIP WILL BE OF GOOD QUALITY AND FREE OF MAJOR DEFECTS. CONTRACTOR SHALL, IF REQUIRED FURNISH SATISFACTORY EVIDENCE AS TO THE SOURCE, KIND AND QUALITY OF MATERIALS AND EQUIPMENT INCORPORATED IN GOODS. SPECIAL SERVICES WILL BE PERFORMED BY COMPETENT AND QUALIFIED PERSONNEL.

ARTICLE 7. INSURANCE.

CONTRACTOR WILL MAINTAIN A 1,000,000 GENERAL LIABILITY INSURANCE POLICY ALONG WITH DISABILITY AND WORKMANS COMPENSATION INSURANCE COVERAGE IF APPLICABLE.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS PROCUREMENT AGREEMENT. ONE COUNTERPART EACH HAS BEEN DELIVERED TO OWNER AND CONTRACTOR. ALL PORTIONS OF THE PROCUREMENT AGREEMENT HAVE BEEN SIGNED OR IDENTIFIED BY THE OWNER AND CONTRACTOR.

THIS PROCUREMENT AGREEMENT WILL BE EFFECTIVE ON THE FIRST DAY OF FEBRUARY 2016.

SCOPE OF SERVICES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DAY TO DAY OPERATIONS, PREVENTATIVE MAINTENANCE, EMERGENCY REPAIRS AND CALL OUTS, TO MAKE THE SYSTEM OPERATIONAL. THE FOLLOWING SCOPE OF SERVICES SHALL BE INCLUDED IN THE BASE CONTRACT WORK FOR EACH OF THE SIGNALS:

1. VISIT EACH SIGNAL A MINIMUM OF EVERY FOUR WEEKS TO PERFORM A PREVENTATIVE MAINTENANCE CHECK ON OPERATIONAL CHARACTERISTICS.
2. RESPOND TO TRAFFIC SIGNAL MALFUNCTIONS DURING NORMAL BUSINESS HOURS AND EMERGENCY CALL OUTS WITHIN ONE HOUR OF NOTIFICATION.
3. IN THE EVENT THAT A SIGNAL MALFUNCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING NECESSARY REPAIRS TO PLACE THE SIGNAL SYSTEM BACK IN OPERATION AS QUICKLY AS POSSIBLE. ALL OR ANY REPAIR PARTS WILL BE SUPPLIED BY THE CITY OF AMSTERDAM. IN THE EVENT THAT THE CITY OF AMSTERDAM DOES NOT HAVE THE PARTS AVAILABLE THE CONTRACTOR WILL SUPPLY THE REQUIRED PART AND BILL THE CITY OF AMSTERDAM ACCORDINGLY. MAJOR SYSTEM REPAIR WORK OR DAMAGE CAUSED BY MOTOR VEHICLE ACCIDENT SHALL BE PAID ON A COST PLUS BASIS. NO MAJOR REPAIR WORK OTHER THAN EMERGENCY WORK WILL BE PERFORMED WITHOUT AUTHORIZATION.
4. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, MANPOWER, INCLUDING LIFT TRUCKS AND SAFETY EQUIPMENT REQUIRED TO COMPLETE ANY WORK ON THE SIGNAL SYSTEM. ALL WORK WILL BE COMPLETED IN ACCORDANCE WITH MRPTS STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL SAFETY REQUIREMENTS.
5. CONTRACTOR WILL KEEP A LOG BOOK OF ALL SERVICE CALLS FOR REVIEW BY THE CITY OF AMSTERDAM.
6. CONTRACTOR WILL PROVIDE CITY OF AMSTERDAM WITH A TRAFFIC EVALUATION YEARLY.
7. CONTRACTOR WILL COMPLY WITH ALL OSHA SAFETY STANDARDS AND INDUSTRY BEST PRACTICES.
8. MSDS FOR ALL PRODUCTS UTILIZED BY THE CONTRACTOR WILL BE PROVIDED TO THE CITY OF AMSTERDAM.

9. CONTRACTOR IS AWARE THAT THIS IS A PREVAILING WAGE JOB AND WILL ADHERE TO PREVAILING WAGE LAWS.

10. CONTRACTOR WILL PROVIDE A PHONE NUMBER WHERE DESIGNATED DEPARTMENTS AND OFFICIALS WILL BE ABLE TO REACH HIM 24 HOURS A DAY 7 DAYS A WEEK 365 DAYS A YEAR.

SPECIAL PROVISIONS

IN THE EVENT THAT THERE IS AN EMERGENCY SITUATION AND THE CONTRACTOR IS UNABLE TO REACH THE DEPARTMENT HEAD OR HIS DESIGNEE WITHIN A REASONABLE AMOUNT OF TIME THE CONTRACTOR RESERVES THE RIGHT TO MAKE NECESSARY REPAIRS TO REMEDY THE SITUATION TO ASSURE PUBLIC SAFETY. THE COST OF ANY EMERGENCY REPAIRS WILL BE BORNE BY THE CITY OF AMSTERDAM.

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
JANUARY 19, 2016**

RESOLUTION #15/16-172

RESOLUTION APPROVING APPOINTMENT OF HISTORIAN

BY: FULL COUNCIL

WHEREAS, Robert von Hasseln having been nominated by Mayor Villa to serve as City of Amsterdam Historian is hereby approved to serve co-terminously with the Mayor at an annual salary of \$5,000.

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
JANUARY 19, 2016**

RESOLUTION #15/16-173

RESOLUTION AUTHORIZING AGREEMENT – MUNICIPAL SOLUTIONS, INC.

BY: ALDERMAN MARTUSCELLO

RESOLVED, the Mayor is authorized to sign an agreement with Municipal Solutions, Inc. for various general financial services with the City of Amsterdam as per the attached agreement.

Common Council
City of Amsterdam, NY

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

MICHAEL VILLA, MAYOR

DATED: _____, 2016

**Municipal
Solutions, Inc.**
Municipal Financial Advisors

Ann M. Thane, Mayor
City of Amsterdam
61 Church Street
Amsterdam, New York 12010

December 1, 2015

Dear Mayor Thane:

Municipal Solutions, Inc. is pleased to submit this updated contract in connection with the City of Amsterdam's various general financial services for your consideration and approval.

Per the Municipal Securities Rulemaking Board's (MSRB) Rule G-17, we must have a current contract in place prior to work commencing. These new rules apply to all municipal financial advisors throughout the United States of America as of July 1, 2014. This contract must state fair market value rates and fees and be accepted by both the municipality and Municipal Solutions, Inc. We must, under rule G-17, show that we've acted in good faith with the issuer and to ensure the accuracy of representation in our contracts regarding the agreed upon scope and fees, whether the contract be a Preliminary Authorization to Proceed or a Full Contract.

The MSRB enforces the rules and regulations set by the Securities and Exchange Commission (SEC). Municipal Solutions, Inc. is registered as a recognized municipal advisor with the SEC (MS ID #867-00383) and the MSRB (MS ID #F0173) as mandated by the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act).

This proposal is divided into the following parts and rates can be found in the attached Appendix B:

- I. Bond Anticipation Note Borrowings
- II. Long-Term Serial Bond Borrowing
- III. General Financial Services

I. Bond Anticipation Note Borrowings

The following items will be completed under this portion of the contract, if appropriate:

- 1) Working with the City and its engineer, plan a cash flow for the borrowing in compliance with the regulations contained in the Tax Reform Act of 1986.

*Municipal Solutions, Inc. is a Member of the National Association of Municipal Advisors
and a New York State Certified Women-Owned Business Enterprise*

62 Main Street, LeRoy, NY 14482 Phone: 585-768-2136 Fax: 585-768-2133
2528 State Route 21, Canandaigua, NY 14424 Phone: 585-394-4090 Fax: 585-394-4092
www.municipalsolution.com

- 2) After cash flow completion, advise on the amount of the issue, timing of the sale and plan the optimum maturity date for the annual payment of the notes.
- 3) Complete a time-frame calendar for all items to be completed in connection with the sale.
- 4) If necessary, apply for municipal note insurance.
- 5) Prepare a Notice of Sale to be used in the advertisement of the sale and, if over \$1,000,000, prepare an Official Statement.
- 6) Prepare and convert Notice of Sale and Preliminary Official Statement files and upload to Municipal Solutions' website for electronic transfer to underwriters.
- 7) Conduct the BAN sale and make recommendation on the award of the lowest net interest cost bid.
- 8) Post sale results to Municipal Solutions' website.
- 9) Coordinate the preparation of BAN documents and the closing of the issue with bond counsel/City attorney and the successful bidder.
- 10) Prepare, convert and arrange for distribution of the Final Official Statement to the required officials.
- 11) Coordinate necessary arrangements for the note closing with the purchaser of the notes.
- 12) If necessary, attend the closing.

II. Long-term Serial Bond Borrowing

The following items will be completed under this portion of the contract, if appropriate:

- 1) Advise on the timing and amount of the bond issue.
- 2) Plan the optimum maturity date for the annual payment of the bonds.
- 3) Coordinate Board adoption of the bond resolution and other legal documents that may be required.
- 4) Complete a time-frame calendar for all items to be completed in connection with the sale.
- 5) Prepare an Official Statement and Notice of Sale to be used in the advertisement of the issue in compliance with the official compilation of codes, rules and regulations of the NYS Comptroller and the NYS Local Finance Law, and coordinate with bond counsel.
- 6) Complete the required debt statement and file with the State Comptroller.
- 7) Apply for a credit rating.

- 8) Qualify the issue for municipal bond insurance.
- 9) Prepare and convert Notice of Sale and Preliminary Official Statement files and upload to Municipal Solutions' website for electronic transfer to underwriters.
- 10) Arrange for the location and time of the sale. This would include qualifying the issue to receive bids electronically using the IPREO electronic bidding platform, conducting the sale and making a recommendation on acceptance of the bids.
- 11) Post sale results to Municipal Solutions' website.
- 12) Coordinate the use of book-entry bonds.
- 13) Prepare, convert and arrange for distribution of the Final Official Statement to the required officials.
- 14) Arrange for the printing and delivery of the bonds.
- 15) Coordinate closing arrangements with the purchaser of the bonds and other appropriate officials.

III. General Financial Services

General financial services we can provide at an hourly rate, upon request, include:

- 1) Attend construction or other meetings, prepare reports on financial matters of the City, assist with project and pre-referendum planning, long range and other planning issues, as required.
- 2) Assist the City in the preparation of financial information that may be used for public discussion or presentation to the bond rating agencies.
- 3) Assist in the development of an operating budget, cash flow and operating expenses and offsetting revenue forecasts.
- 4) Prepare various maturity schedules for City officials to determine repayment of anticipated borrowed funds for planning purposes.
- 5) Assist with debt service requirements for budgeting purposes.
- 6) Provide bookkeeping services in accordance with New York State Uniform System of Accounts for the project and monthly Balance Sheets, Revenue Detail and Expenses Detail reports to the City.
- 7) Coordinate the completion of a single audit with a qualified auditor as required by Federal agencies.
- 8) Complete applications to exclude sewer, electric, or other debt from City's Constitutional debt limit.
- 9) Provide other financial consulting services as may be requested by the City.

December 1, 2015

If there are services performed beyond the scope of the project, or if the project ceases for any reason, an invoice for work completed will be due at the current hourly rate plus expenses. Invoices will be submitted periodically.

A separate contract for Continuing Disclosure Updates per the Securities Exchange Commission (SEC) regulations dated October 7, 2014 was previously submitted and accepted by the City.

Municipal Solutions, Inc. is a certified Women Business Enterprise through the New York State Department of Economic Development.

We at Municipal Solutions, Inc. operate with a core value of honesty and integrity in all aspects of our business. We pride ourselves in our competent and friendly staff and our services go above and beyond what our contracts call for. We do our very best to keep costs down and pass any savings back to our clients. If you have any concerns that are not addressed in this contract, we would be happy to discuss them with you at your convenience.

This contract shall be effective for a period of two (2) years from the date of issuance. Upon acceptance of this proposal, please execute both copies and return one to our Canandaigua office located at 2528 State Route 21, Canandaigua, New York 14424 at your earliest convenience. The terms set forth above are subject to change if we do not receive a signed contract within 45 days.

We look forward to our continued working relationship with the City.

Sincerely,


Jeffrey R. Smith, President
Certified Independent Professional Municipal Advisor

JRS/slw

APPENDIX A

CITY OF AMSTERDAM, NEW YORK Contract Dated December 1, 2015 General Financial Services

DISCLOSURE OF CONFLICTS OF INTEREST

The Municipal Securities Rulemaking Board requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

Forms of Compensation as Potential Conflicts

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee - Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee - Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction - Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement - Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction - Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

Other Material Conflicts of Interest

The Municipal Securities Rulemaking Board requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest.

From time to time Municipal Solutions, Inc. does provide municipal advisory assistance to surrounding municipalities including, but not limited to, the Village of Haganan. Municipal Solutions, Inc., is not aware of any material conflicts of interest that this relationship would bring to our fiduciary responsibility to the City of Amsterdam as of the date of this Agreement.

APPENDIX B

**MUNICIPAL SOLUTIONS, INC.
FEE SCHEDULE – 2015**

Bond Anticipation Notes	All note fees are for new and/or renewal issues.
Revenue Anticipation Notes	
Tax Anticipation Notes	
Under \$500,000 (NOS only)	\$1,350
\$500,000 – 999,999 (NOS only)	\$1,900
Over \$1,000,000 (No OS)	\$2,200
\$1,000,000 or more with OS	Base fee of \$4,400 Plus \$200 per million (rounded up to next million)
Serial Bonds	
Under \$1,000,000 (NOS)	\$3,500
Under \$1,000,000 (No OS, w/ Statement of Financial and Operating Information)	\$4,500
With OS (any amount) \$2,000,000 and above	Base fee of \$8,000 Additional \$750 per million (rounded up to next million)
Continuing Disclosure	
Per Contract Dated October 7, 2014	
Hourly Rate	\$135
Expenses	
Expenses include copies, postage, mileage at the IRS prevailing rate, travel and, if applicable, conference call fees, official statement printing, website fees and any incidental costs.	

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
JANUARY 19, 2016**

RESOLUTION #15/16-174

RESOLUTION AUTHORIZING AGREEMENT – EASTERN MEDICAL SUPPORT

BY: MAYOR VILLA

RESOLVED, the Mayor is authorized to sign an agreement with Eastern Medical Support for Occupational Health Services/Drug & Alcohol Testing with the City of Amsterdam as per the attached agreement.

Common Council
City of Amsterdam, NY

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

MICHAEL VILLA, MAYOR

DATED: _____, 2016

Eastern Medical Support, LLC.
2 Guy Park Avenue
Amsterdam, NY 12010
PH: (518) 843-6860
FX: (518) 684-0156
www.easternmedicalsupport.com



Date 1/1/2016

Your Health & Safety Source

Agreement of Services

The Terms of this Agreement

The Client who is paying the Independent Contractor is the City of Amsterdam, located at 61 Church Street, Amsterdam, NY 12010.
The Independent Contractor is Eastern Medical Support, LLC., located at 2 Guy Park Avenue, Amsterdam, New York 12010.

This agreement will remain in effect for 4 years (01/01/2016 - 12/31/2019).

Physical Examination Services:

- Standard non DOT physical examination: \$75.00
- Certified DOT medical examinations: \$85.00
- Certified 19A physicals: \$85.00
- Police officer physicals: \$95.00
- Firefighter physicals: \$85.00
- Asbestos abatement regulated physical - \$545.00 per person (Regulated physical, respirator fit test, OSHA medical questionnaire, pulmonary function test, 1 view chest x-ray and B reader Radiologist interpretation).

Drug and Alcohol Testing Services:

- 5 panel drug testing: \$46.00
- 10 panel drug testing: \$61.00
- Medical Review Officer (MRO) - \$7.00 per drug test
- Breath alcohol screen: \$27.00
- Direct observation fee: \$15.00
- Positive alcohol confirmation screen: \$15.00
- After business hours post accident drug and alcohol testing: \$350.00
- After hours scheduled drug testing: \$225.00
- Post accident during business hours: \$175.00
- Reasonable suspicion training: \$75.00 per person
- Annual record keeping: \$175.00 per department (Police, Fire, DPW and Transportation - Billed out January 1 of each year)
- Annual random testing program / management fee - \$250.00 for all departments (Police, Fire, DPW and Transportation - Billed of January 1 of each year)

Additional Services:

- Hepatitis B series: \$65.00 per vaccine (Series of 3 vaccines)
- Hepatitis B titer: \$50.00
- PPD/TB: \$20.00
- Respirator fit testing with medical written opinion: \$115.00
- Pulmonary function testing (PFT): \$35.00
- EKG: \$35.00

(Note: Additional vaccinations/titers available upon request)

- Background checks - \$25.00 per employee
- Return to work physical with written medical opinion and review of all medical records - \$350.00

Additional fees that will be applied:

- Annual DOT MIS data report- \$200.00 (DPW / Transportation)
- A Mileage charge of \$0.58 per mile will apply to and from your testing location should a technician be required to perform onsite screening.
- Should an employee arrive late or the test be delayed longer than 30 minutes, Eastern Medical Support will bill a wait charge of \$30.00 per half hour.
- A \$50.00 no show fee will be applied per person should there be a scheduled event and no one arrives to be screened or examined.
- An additional \$100.00 will be applied to the after hours charge should a technician be called out on a holiday or holiday weekend.

Additional fees that may be applied:

- Substance Abuse Professionals (SAP) for DOT Positive drug or alcohol screens are available upon request. (Additional costs may vary case by case).
- Company Substance Abuse Policy and Consultation- \$150.00
- Federal / State DOT Audit, Department of Labor Disputes, Case Analysis, Document Review and Consultation - \$150.00 per hour (This includes review of all discovery, documentation and / or deposition testimony transcripts).

Eastern Medical Support, LLC.
2 Guy Park Avenue
Amsterdam, NY 12010
PH: (518) 843-6860
FX: (518) 684-0156
www.easternmedicalsupport.com



Date 1/1/2016

Your Health & Safety Source

Agreement of Services

The Terms of this Agreement

Primary DER: _____
Day Time Phone: _____
After Hours Phone: _____
E-mail: _____

Secondary DER: _____
Day Time Phone: _____
After Hours Phone: _____
E-mail: _____

For any after hours post accident events please call the Eastern Medical Support's after hours answering service. The procedure for this service is as follows:

- Place a call to 1-877-354-3985.
- A live operator will then take your information then in turn will forward all the information to the on call technician.
- You will receive a call back within 15 minutes from an Eastern Medical Support Drug and Alcohol Technician.
- Once an on call technician contacts you, please provide them with the details of the screen(s) that are to be performed.
- Be sure the employee being tested has a valid form of identification with a photo. If there is no ID the DER must confirm the identity of the person(s) to be screened.

For any and all services performed please be aware, inclement weather may cause for a service to be delayed and or canceled. In the event this should occur you will be contacted and informed by a technician or his or her manager.

In the event a drug screen has been confirmed by the Medical Review Officer (MRO) as positive, or if a technician has confirmed an alcohol screen as positive the DER will be contacted immediately to remove the donor from his or her safety sensitive position. At which point it will be up to the discretion of the employer to determine the outcome of the employee.

Should you have any questions or concerns regarding this Agreement of Services please contact your Eastern Medical Support representative by calling 518-843-6860. The laws of the State of New York shall govern this agreement. This agreement is executed in the State of New York.

Signature of Authorized Personnel
Mayor, City of Amsterdam

Date

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
JANUARY 19, 2016**

RESOLUTION #15/16-175

RESOLUTION ACCEPTING LEAD AGENCY STATUS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) REGULATIONS 6NYCRR PART 617

BY: MAYOR VILLA

WHEREAS, the City of Amsterdam is in the planning stages for a sanitary sewer improvement project necessary to reduce amount of inflow and infiltration and to comply with the current New York State Department of Environmental Conservation Order on Consent, and

WHEREAS, the proposed improvements include sanitary sewer pump station improvements at three locations in the City and the replacement of portions of the existing sanitary sewer collection system with new pipe or trenchless pipe lining methods, and

WHEREAS, the City of Amsterdam is pursuing funding opportunities with the New York State Environmental Facilities Corporation for this sanitary sewer improvement project, and

WHEREAS, as part of the approval process, the City of Amsterdam must comply with regulations required under the State Environmental Quality Review Act (SEQRA),

RESOLVED, the City of Amsterdam Common Council hereby accepts Lead Agency Status pursuant to SEQRA Regulations 6NYCRR Part 617 and authorized John M. McDonald Engineering to provide assistance with a coordinated review of this project and other matters related to SEQRA.

Common Council
City of Amsterdam, NY

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

MICHAEL VILLA, MAYOR

DATED: _____, 2016



John M. McDonald Engineering
a member of Prime's Group

January 13, 2016

Hon. Mike Villa, Mayor
City of Amsterdam
61 Church Street - City Hall
Amsterdam, NY 12010

Re: City of Amsterdam
Completion of CWSRF Grant Application
Our Project No. 14-0402

Dear Mayor Villa:

As per our meeting on Friday, January 8th with Nick Zabawsky, it was decided to proceed with the completion of the \$5 million grant application for funds to upgrade the wastewater pump stations and replacement of sewer lines. This was based on the fact that the City just recently received notification of eligibility for a 0% loan and possible grant funds for this work.

The following information must be completed and submitted to EFC by March 1, 2016 to qualify for the next round of funding:

- Finish the Preliminary Engineering Report, which outlines the proposed improvements.
- Complete SEQRA and make a Environmental Review Determination. This includes a SHPO Project Review Determination Letter.
- Adopt a Bond Resolution to Authorize the Borrowing.

To accomplish the March 1st completion date, we have prepared the attached schedule with action items for your consideration.

- January 19, 2016 - City Council adopts SEQRA resolution (copy attached) accepting lead agency status for this Type 1 action under SEQRA.
- January 20, 2016 - Preliminary Engineering Report (PER) and full environmental assessment form (FEAF) is completed by JME. These reports are then circulated to all involved agencies as part of the coordinated environmental review process as required under SEQRA.
- February 19, 2016 - After the 30 day coordinated review period, the City Council will review all comments received from involved agencies (including SHPO). The City Council will then issue a Negative Declaration indicating that there is no environmental impact from the proposed project.
- February 23, 2016 (tentative date) - City Council adopts resolution making a Negative Declaration on the project, which will complete the SEQRA process. City Council adopts a bond resolution to authorize the financing of the project.

Hon. Mike Villa, Mayor
January 13, 2016
Page Two

Please note that the date of the special meeting can be adjusted as we get closer to the end of the project. There are special requirements for public notice for the bond resolution, and this should be reviewed with corporation counsel and bond counsel.

If you have any further questions, please feel free to contact me.

Sincerely,



John M. McDonald, P.E.
Vice President - NY Division

cc: Nick Zabawsky
Matt Agresta
Richard Miller
Roseanne Rusnica
Carol DeJohn