CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 2, 2013

RESOLUTION #13/14-15

RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETING

BY: ALDERWOMAN DEROSSI

RESOLVED, that the minutes of the Common Council meeting of July 2, 2013 are hereby approved.

RESOLUTION ADOPTED UNANIMOUSLY.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	✓	
Alderman Leggiero	✓	

ANN M. THANE, MAYOR

Dated: July 17, 2013

This is to certify that I, Susan Alibozek, City Clerk of the City of Amsterdam, County of Montgomery, State of New York, that the above is the original Resolution, passed by the City of Amsterdam Common Council on July 16, 2013, a majority of all members elected to the Council voting in favor

I have set my hand and the official seal of the City of Amsterdam this 17th day July 2013.

CITY CLERK

CITY SEAL
Received & Filed in the Office of the City Clerk: 7/18/13 Received by: SA

CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 16, 20132

RESOLUTION #13/14-16

RESOLUTION APPROVING AUDIT

BY: ALDERMAN LEGGIERO

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.

RESOLUTION ADOPTED. Alderman Dybas abstained.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	Abstain	
Alderman Leggiero	✓	

ANN M. THANE, MAYOR

Dated: July 17, 2013

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I have set my hand and the official seal of the City of Amsterdam this 17th day July 2013.

CITY CLERK

CITY SEAL
Received & Filed in the Office of the City Clerk: 7/18/13 Received by:

CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 16, 2013

RESOLUTION #13/14-17
RESOLUTION AUTHORIZING MAYOR TO SATISFY AND DISCHARGE MORTGAGE-48 LOCUST AVENUE

BY: MAYOR THANE

WHEREAS, the City of Amsterdam holds a mortgage on 48 Locust Avenue, SBL 55.28-1-47 dated September 16, 2003 and recorded in the Montgomery County Clerk's office in Liber 1091 at page 009, and

WHEREAS, said mortgage purports to create a $10,000 payment obligation and lien related to the mortgagee and the subject property, and

WHEREAS, the mortgagee has filed bankruptcy and the property is in arrears for back taxes which are approximately equal to the market value of the property and the property is in danger of becoming a derelict property, and

WHEREAS, an individual desires to purchase the property from the mortgagee and agrees to pay all taxes due pursuant to a foreclosure agreement,

RESOLVED, the Mayor is authorized to execute a satisfaction and discharge of the mortgage described above upon the Controller's receipt of the 25% down payment associated with a foreclosure agreement related to SBL 55.28-1-47 that is to be executed by the purchaser.

RESOLUTION ADOPTED UNANIMOUSLY.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	✓	
Alderman Leggiero	✓	

Ann M. Thane
ANN M. THANE, MAYOR

Dated: July 17, 2013

This is to certify that I, Susan Alibozek, City Clerk of the City of Amsterdam, County of Montgomery, State of New York, that the above is the original Resolution, passed by the City of Amsterdam Common Council on July 16, 2013, a majority of all members elected to the Council voting in favor

I have set my hand and the official seal of the City of Amsterdam this 17th day July 2013.

Susan Alibozek
CITY CLERK

CITY SEAL
Received & Filed in the Office of the City Clerk: 7/18/13 Received by: SA

CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 16, 2013

RESOLUTION #13/14-18

RESOLUTION AUTHORIZING AGREEMENT – ST. MARY'S HOSPITAL (EAP)

BY: ALDERMAN DYBAS

RESOLVED, the Mayor is authorized to sign ~~a~~ the attached contract with St. Mary's Hospital for the Employee Assistance Program for the period July 1, 2013 through March 31, 2014.

RESOLUTION ADOPTED UNANIMOUSLY.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	✓	
Alderman Leggiero	✓	

ANN M. THANE, MAYOR

Dated: July 17, 2013

This is to certify that I, Susan Alibozek, City Clerk of the City of Amsterdam, County of Montgomery, State of New York, that the above is the original Resolution, passed by the City of Amsterdam Common Council on July 16, 2013, a majority of all members elected to the Council voting in favor

I have set my hand and the official seal of the City of Amsterdam this 17th day July 2013.

CITY CLERK

CITY SEAL
Received & Filed in the Office of the City Clerk: 7/18/13 Received by: SA

DUPLICATE ORIGINAL

EMPLOYEE ASSISTANCE AGREEMENT ("EAP")

This agreement (the "Agreement") made the 1st day of July, 2013, by and between **St. Mary's Healthcare**, a New York not-for-profit corporation, with its principal office and place of business at 427 Guy Park Avenue, Amsterdam, New York 12010 (the "Hospital") and the **City of Amsterdam,** a New York (municipal corporation), with its principal office and place of business in Amsterdam, New York ("Corporation"). The Hospital and the Corporation may sometimes hereinafter be referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, the Hospital operates an employee assistance program ("EAP") to assist employers in providing early intervention services to employees having health, family, financial, alcohol, drug or other personal issues; and

WHEREAS, the Corporation would like to retain the Hospital to establish an EAP and provide such early intervention services when needed to employees of the Corporation, subject to the terms, covenants and provisions herein contained.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration exchanged between the Parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Obligations of the Hospital**. The Hospital during the term of this Agreement shall establish for the Corporation an employee assistance program designed to assist employees in identifying and resolving personal concerns, including, but not limited to, health, marital, financial, family, alcohol, drug, legal, emotional and other personal issues which may affect job performance at the Corporation (the "EAP Services"). Each employee in the EAP will be entitled to receive up to three (3) visits with an EAP counselor at no cost to the employee. If counseling or services are needed beyond three (3) sessions, the employee shall be referred to an appropriate community agency. Any and all agency referral fees will be paid for by the employee. EAP Services will be available to each employee of the Corporation and family members residing in the same household. All counseling services shall be confidential to the extent required by applicable law, rule and regulation and the policies and procedures of the Hospital, as established from time to time. Access to an EAP counselor shall be Mondays through Fridays, between the hours of 8:00 a.m. and 4:30 p.m. at the offices of the Hospital's Employee Assistance Program Office, 430 Guy Park Avenue, Amsterdam New York, the Hospital's Canajoharie Family Health Center, 48 Erie Boulevard, Canajoharie, New York and the Hospital's Johnstown Family Health Center, 700 South Perry Street, Johnstown, New York. Crisis services shall be available through the Hospital's Comprehensive Mental Health and Alcoholism Center ("CMHAC"). The Corporation agrees that an employee may refer himself or herself to an EAP counselor without formal notification to the Corporation. Further, supervisory personnel of the Corporation may refer an employee to an EAP counselor for job related problems. At no time may the Corporation require an EAP counselor to divulge any

Information regarding the utilization of EAP Services by an employee or the scope of EAP Services received by an employee. Notwithstanding the foregoing, if an employee is required or mandated to utilize the EAP Services as a condition of continued employment or in connection with a disciplinary matter with the Corporation, an EAP counselor, upon the written consent of an employee, may confirm that the employee kept a scheduled appointment with an EAP Counselor. The Hospital, semi-annually, will provide to the Corporation a utilization report in form and content satisfactory to the Parties. The EAP counselor shall be under the supervision of an individual who is certified in or licensed as a counseling profession with a minimum of two (2) years treatment experience in the outpatient setting. The program supervision shall be provided by the Director of Alcoholism Services and the Coordinator of EAP, both of whom shall be employees of the Hospital. In addition to the foregoing, the Hospital shall, during the term of this Agreement, and at the request of the Corporation, provide up to four (4) supervisory training sessions regarding the early identification of employees needing referral.

2. **Obligations of the Corporation**. The Corporation, during the term of this Agreement, agrees to provide to its employees with a total of four (4) paycheck stuffers as supplied by the Hospital, describing the availability of the EAP Services, which paycheck stuffers will be distributed to each employee with his or her paycheck. The Corporation will prominently display promotional materials furnished by the Hospital to the Corporation regarding availability of the EAP Services.

3. **Compensation**. As compensation to the Hospital for establishing the EAP Service program and providing services thereunder, as herein outlined, the Corporation shall pay to the Hospital a fee of **$17.00 for each full time employee** of the Corporation (the "Per Employee Fee"). Based on current data provided to the Hospital, the Corporation has, on the date hereof, **200 full time employees**. Therefore the initial fee due the Hospital hereunder shall be **$3,400.00**, one-half of which will be due and payable contemporaneously with the Corporation's entry into this Agreement and the remaining balance will be due and payable on January 1, 2014 (the "Total Projected Fee"). Payments shall be remitted to Employees Assistance Program ("EAP") of St. Mary's Hospital, Attention CMHAC Account, 427 Guy Park Avenue, Amsterdam, New York 12010. The Corporation, upon execution of theis Agreement by both Parties, and on the first day of the sixth (6) month thereafter, will provide the Hospital with a list of the full-time employees then employed by the Corporation. Increases or decreases of up to five (5%) percent in the number of full-time employees shall not cause an adjustment to the Total Projected Fee due hereunder. However, an adjustment in the Total projected Fee will be made, effective as of the first day of the sixth month following execution of this Agreement by both Parties, at the Per Employee Fee for increases or decreases of more than five (5%) percent in the number of full-time employees from the number of full-time employees which were employed by the Corporation upon execution of this agreement.

4. **Term and Termination**. The term of this Agreement shall be **one (1) year**

commencing on July 1, 2013 and ending on June 30, 2014. This Agreement shall terminate at the end of the one (1) year term hereof, unless extended in writing by the Parties and shall further terminate upon the occurrence of an event of default as provided in paragraph 7 hereof.

5. **Regulatory Compliance**. The Parties agree that this Agreement is intended to comply with all state and federal laws, rules and regulations including, but not limited to, the Medicare and Medicaid, Fraud and Abuse Statute, the Stark III Statute and Regulations and all regulations governing use of facilities financed with tax exempt bonds ("Laws"). If, at any time, this Agreement is found to violate any applicable provision of these Laws, or if either Party has a reasonable belief that this Agreement creates a material risk of violating the Laws, and after consultation with the other Party, and thirty (30) days after written notice to the other Party, the Parties shall renegotiate the portion of this Agreement that creates the violation of the Laws. If the Parties fail to reach agreement within one hundred twenty (120) days following said written notice, this Agreement shall terminate at the written option of the Party seeking to reform the Agreement.

6. **Ethical and Religious Directives**. All services provided hereunder shall be provided in a manner consistent with the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the National Conference of Catholic Bishops, Washington, D.C. of the Roman Catholic Church, or its successor.

7. **Default**. The occurrence of any of the following events shall constitute an event of default hereunder:

(a) the failure of either Party within ten (10) days of receipt of written notice from the other to comply with any of the terms and conditions hereof to be complied with by the Party;

(b) the failure of any warranty, representation or statement made hereunder by either Party to the other to be true and correct when made and furnished; or

(c) if either Party shall discontinue business, make a general assignment for the benefit of creditors, apply for or consent to the appointment of a receiver, trustee or liquidator for all or any part of its assets, be adjudicated bankrupt or insolvent, file any voluntary petition in bankruptcy or file a petition or answer seeking any arrangement with creditors or seeking to take advantage of any other law relating to the relief of debtors generally.

Upon the occurrence of an event of default the injured Party may immediately terminate this Agreement as provided in paragraph 4 hereof and pursue all legal and equitable rights and remedies available to the aggrieved Party.

8. **Corporate Responsibility**. The Hospital has in place a Corporate Responsibility Program ("CRP") which has as its goal to ensure that the Hospital complies with federal, state and local laws and regulations. The CRP focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. The Corporation acknowledges the Hospital's commitment to corporate responsibility and agrees to provide all services pursuant to this Agreement in accordance with the CRP, the Hospital's Code of Conduct and Medicare billing requirements. The Corporation shall comply with the CRP and shall assist the Hospital as needed in the educational and investigational components of the CRP.

9. **Exclusion from State and Federal Health Care Programs**. Each Party represents and warrants to the other that it has not been, nor is about to, be excluded from participation in any State or Federal Healthcare Program. The Corporation agrees to notify the Hospital within one (1) business day of the Physician's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of the Corporation or any Corporation-owned subsidiary in the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities, or the New York State List of Disqualified Providers shall constitute "exclusion" for purposes of this Section. In the event that the Corporation is excluded from any State or Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this Section, the term "Federal Healthcare Program" shall have the meaning given such term in 42 C.F.R. §1001.2.

10. **Status of Parties**. It is expressly understood and agreed that in the performance of services under this Agreement, each Party and its agents and employees shall at all times act as independent contractors with respect to the other Party and not as employees or agents of such other Party. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship shall remain that of independent Parties to a contractual relationship as set forth in this Agreement. In no event shall either Party be liable for the debts or obligations of the other, except as otherwise specifically provided in this Agreement. Neither Party shall not have any claim under this Agreement or otherwise against the other Party for vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health, disability, professional malpractice, or unemployment insurance benefits or other employee benefits of any kind.

11. **Indemnification**. Each Party agrees to indemnify and hold the other Party harmless of and from any and all liability of any nature or kind arising, or alleged to have arisen, out of the negligence or willful misconduct of the indemnifying Party.

12 **Assignment by the Hospital**. This Agreement may be assigned by the Hospital as a result of reorganization, merger, consolidation or name change.

13. **Entire Agreement**. This Agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all previous contracts or agreements between the Parties with respect to the subject matter hereof.

14. **Waiver of Breach**. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

15. **Governing Law**. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New York.

16. **Amendments**. This Agreement may be amended, changed or altered only by an instrument in writing signed by the Parties hereto.

17. **Judicial Interpretation**. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the Agreement shall not apply a presumption that the terms hereof shall be more strictly construed against the Party who itself or through its agent prepared the same, it being agreed that both Parties have participated in the preparation of this Agreement.

18. **Confidentiality**. The Corporation and the Hospital agree that each, together with their employees, agents, and representatives, shall maintain all information shared, generated, obtained, and/or collected as confidential in a manner consistent with applicable state and federal law, and of the Hospital and the Hospital Medical Staff Bylaws, Rules, Regulations, policies and/or procedures.

19. **Invalidity.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respect as if such unenforceable or invalid provision had been omitted herefrom. Further, it is agreed that should any statute or law be enacted or rule or regulation promulgated by any agency, bureau or department having jurisdiction over the Hospital which could contravene any provision of this Agreement, then, in that event, the Parties hereto agree that the pertinent provisions of any such statute, law, rule or regulation shall supersede the provisions of this Agreement.

20. **Access to Records**. In accordance with Federal regulations, each Party agrees to retain for a period of four (4) years after services are furnished under this Agreement, and to allow the Secretary of Health and Human Services, the Comptroller General, or their representatives, to have access upon request to this Agreement and to such books, documents and records that may be necessary to verify the nature and extent of the costs of the services furnished under this Agreement.

21. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

22. **Paragraph Headings**. The paragraph headings contained herein are for convenience in reference only and shall not operate to change or modify the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date, month and year first above written.

ST. MARY'S HEALTHCARE

By: _____
Victor Giulianelli, President/CEO

Date: 5-31-13

CITY OF AMSTERDAM

By: _____

Printed Name: Ann M. Thane

Date: 7-17-13

CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 16, 2013

RESOLUTION #13/14-19

RESOLUTION AUTHORIZING BID - DPW

BY: ALDERMAN LEGGIERO

RESOLVED, the Engineer is authorized to prepare specifications and the City Clerk is authorized to advertise for bids for a new 2014 four wheel drive pickup with snowplow equipment for the street department (funding through H-5010-2024 per Resolution #12/13-72).

RESOLUTION ADOPTED UNANIMOUSLY.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	✓	
Alderman Leggiero	✓	

ANN M. THANE, MAYOR

Dated: July 17, 2013

This is to certify that I, Susan Alibozek, City Clerk of the City of Amsterdam, County of Montgomery, State of New York, that the above is the original Resolution, passed by the City of Amsterdam Common Council on July 16, 2013, a majority of all members elected to the Council voting in favor

I have set my hand and the official seal of the City of Amsterdam this 17th day July 2013.

CITY CLERK

CITY SEAL
Received & Filed in the Office of the City Clerk: 7/18/13 Received by:

CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 16, 2013

RESOLUTION #13/14-20

RESOLUTION REMOVING REGISTERED AGENT PENALTIES - 20 GARDEN STREET

BY: ALDERWOMAN BEEKMAN

WHEREAS, property at 20 Garden (SBL#39.82-2-22) was purchased by Jianfu Jiao and Ying Han in 2009, and

WHEREAS, non-compliance of Local Law # 3 of 2008 by prior owner resulted in a penalty of $800.00 plus late penalty to the new owner, and

WHEREAS, current owners are in possession of a "certified" tax search prepared by the City of Amsterdam Controller's Office, dated 8/24/09 showing nothing due to the City,

RESOLVED, the Controller is authorized to remove the penalty of $800 plus associated late fees from SBL#39.82-2-22.

RESOLUTION ADOPTED UNANIMOUSLY.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	✓	
Alderman Leggiero	✓	

ANN M. THANE, MAYOR

Dated: July 17, 2013

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CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 16, 2013

RESOLUTION #13/14-21

RESOLUTION AMENDING BUDGET – FIRE

BY: ALDERMAN ISABEL

WHEREAS, a budget amendment is needed for receipt from NYS Dept of Health for Fire department personnel's completion of EMT-Paramedic recertification,

RESOLVED, the Controller is authorized to amend the 2013-2014 budget as follows:

INCREASE REVENUE

A-14-3099	NYS Bldg Code & Fire Aid	$1,500.00

INCREASE EXPENSE:

A-3410-4000	Contractual	$1,500.00

RESOLUTION ADOPTED UNANIMOUSLY.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	✓	
Alderman Leggiero	✓	
Controller	Vacant	
Mayor Thane	✓	

Ann M. Thane
ANN M. THANE, MAYOR

Dated: July 17, 2013

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Susan Alibozek
CITY CLERK

CITY SEAL
Received & Filed in the Office of the City Clerk: 7/18/13 Received by: [illegible]

CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 16, 2013

RESOLUTION #13/14-22

RESOLUTION AUTHORIZING BID - DPW

BY: ALDERMAN LEGGIERO

RESOLVED, the Engineer is authorized to prepare specifications and the City Clerk is authorized to advertise for bids for a new 2014 single axel dump truck with snowplow equipment for the street department (funding through H-5010-2018 per Resolution #12/13-72).

RESOLUTION ADOPTED UNANIMOUSLY.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	✓	
Alderman Leggiero	✓	

ANN M. THANE, MAYOR

Dated: July 17, 2013

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CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 16, 2013

REVISED

RESOLUTION #13/14-23

RESOLUTION AUTHORIZING LEASE AGREEMENT – POLICE

BY: ALDERMAN ISABEL

RESOLVED, the Mayor is authorized to enter into a three year lease agreement with first Niagara Commercial Equipment and Municipal for 4 police patrol vehicles (total cost $125,364.57 with the option to suspend the first year payment of the lease.

RESOLUTION ADOPTED UNANIMOUSLY.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	✓	
Alderman Leggiero	✓	

ann M. Thane
ANN M. THANE, MAYOR

Dated: July 17, 2013

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Susan Alibozek
CITY CLERK

CITY SEAL
Received & Filed in the Office of the City Clerk: 7/18/13 Received by: SA

CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 16, 2013

RESOLUTION #13/14-24

RESOLUTION ESTABLISHING THE DEPUTY CONTROLLER OF THE CITY OF AMSTERDAM, MONTGOMERY COUNTY, NEW YORK, AS CHIEF FISCAL OFFICER OF THE CITY, PURSUANT TO PARAGRAPH 5 OF SECTION 2.00 OF THE LOCAL FINANCE LAW.

BY: MAYOR THANE

WHEREAS, the City of Amsterdam currently is without a controller, pending an election of a controller to replace the former controller and also does not have a treasurer, as the City has not established the office of treasurer;

WHEREAS, Section 2.00 of the Local Finance Law provides that if a city has neither a comptroller nor a treasurer, the finance board may designate an official possessing powers and duties similar to those of a city treasurer to perform the functions of chief fiscal officer under the Local Finance Law;

WHEREAS, the Common Council of the City desires to designate the Deputy City Controller as chief fiscal officer for any period during which there is no City Controller;

RESOLVED, AS FOLLOWS:

Section 1. Is it hereby determined that until the office of City Controller for the City of Amsterdam, Montgomery County, New York is occupied by a duly elected City Controller, and at all times when the City Controller is unable to exercise the powers of and perform the duties of City Controller, the Deputy City Controller shall be the chief fiscal officer of said City within the meaning of Section 2.00 of the Local Finance Law, with all attendant power and duties.

Section 2. All delegations of authority heretofore made by the Common Council to the City Controller under the Local Finance Law are hereby extended to the Deputy City Controller, whenever the Deputy City Controller is exercising the powers of or performing the duties of chief fiscal officer under the Local Finance Law.

Section 3. A certified copy of this resolution shall be filed with the State Controller pursuant to subdivision (b) of paragraph 5 of Section 2.00 of the Local Finance Law, and a copy of this resolution shall be maintained as a public record by the City Clerk.

Section 4. This resolution shall take effect immediately.

The question of the adoption and immediate passage of the foregoing resolution resulted as follows:

RESOLUTION ADOPTED UNANIMOUSLY.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	✓	
Alderman Leggiero	✓	

ANN M. THANE, MAYOR

Dated: July 17, 2013

This is to certify that I, Susan Alibozek, City Clerk of the City of Amsterdam, County of Montgomery, State of New York, that the above is the original Resolution, passed by the City of Amsterdam Common Council on July 16, 2013, a majority of all members elected to the Council voting in favor

I have set my hand and the official seal of the City of Amsterdam this 17th day July 2013.

CITY CLERK

CITY SEAL
Received & Filed in the Office of the City Clerk: 7/18/13 Received by: ST

CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 16, 2013

RESOLUTION #13/14-25 **REVISED**

RESOLUTION AUTHORIZING BID - DPW

BY: ALDERMAN LEGGIERO

RESOLVED, the Engineer is authorized to prepare specifications and the City Clerk is authorized to advertise for bids for a new 2014 utility truck for the water department (funding through H-5010-2020 per Resolution #10/11-96, dated October 26, 2010).

RESOLUTION ADOPTED UNANIMOUSLY.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	✓	
Alderman Leggiero	✓	

ANN M. THANE, MAYOR

Dated: July 17, 2013

This is to certify that I, Susan Alibozek, City Clerk of the City of Amsterdam, County of Montgomery, State of New York, that the above is the original Resolution, passed by the City of Amsterdam Common Council on July 16, 2013, a majority of all members elected to the Council voting in favor

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CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 16, 2013

RESOLUTION #13/14-26

RESOLUTION AWARDING BID – STREET RESURFACING

BY: ALDERMAN LEGGIERO

WHEREAS, bids for street resurfacing were advertised for, received and opened on July 11, 2013, and

WHEREAS, the City Engineer has reviewed these bids and has recommended awarding contract to Hudson River Construction,

RESOLVED, that contract for street resurfacing and is awarded to Hudson River Construction as the lowest qualified bidder in the amount of $357,352.35 funded through CHIPS, and

FURTHER RESOLVED, said streets shall include St. Paul Street (St. John Street to Grieme Avenue), Virginia Lane (Clizbe Avenue to Church Street), Cornell Street (church Street to dead end) and Florida Avenue (Hoover Avenue to Broadway).

RESOLUTION ADOPTED UNANIMOUSLY.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	✓	
Alderman Leggiero	✓	

ann M. Thane
ANN M. THANE, MAYOR

Dated: July 17, 2013

This is to certify that I, Susan Alibozek, City Clerk of the City of Amsterdam, County of Montgomery, State of New York, that the above is the original Resolution, passed by the City of Amsterdam Common Council on July 16, 2013, a majority of all members elected to the Council voting in favor

I have set my hand and the official seal of the City of Amsterdam this 17th day July 2013.

Susan Alibozek
CITY CLERK

CITY SEAL
Received & Filed in the Office of the City Clerk: 7/18/13 Received by: SA

CITY OF AMSTERDAM, NY
COMMON COUNCIL
JULY 16, 2013

RESOLUTION #13/14-27(consent)

RESOLUTION AUTHORIZING CONTRACTS – INSURANCE

BY: MAYOR THANE

RESOLVED, the Mayor is authorized to execute insurance contracts pursuant to the renewal from Adirondack Trust which includes contracts as per the attached summary.

RESOLUTION ADOPTED UNANIMOUSLY.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Isabel	✓	
Alderwoman Beekman	✓	
Alderwoman DeRossi	✓	
Alderman Dybas	✓	
Alderman Leggiero	✓	

ANN M. THANE, MAYOR

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