

COMMON COUNCIL MEETING

October 4, 2022

6:00PM

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

5:30PM COW

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

COMMON COUNCIL MEETING

October 4, 2022

6:00PM

OLD BUSINESS

NEW BUSINESS

- | | |
|--|--------------------|
| 53. RESOLUTION APPROVING MINUTES | MARTUSCELLO |
| 54. RESOLUTION AUTHORIZING BUDGET AMENDMENT - APD/MVA | COLLINS |
| 55. RESOLUTION AUTHORIZING BUDGET AMENDMENT – ENGINEERING DEMO | COLLINS |
| 56. RESOLUTION TRANSFERRING FUNDS- DPW PLOW TRUCK | MARTUSCELLO |
| 57. RESOLUTION AUTHORIZING TEMP WEEKLY STIPEND- KIM BRUMLEY/CONSULTING | MAYOR |
| 58. RESOLUTION AUTHORIZING CONTRACT WITH TARGET SOLUTIONS, LLC
D/B/A VECTOR SOLUTIONS RELATING TO FIRE AND EMS TRAINING | MAYOR |
| 59. RESOLUTION APPROVING AUDIT | COLLINS |

COMMON COUNCIL MEETING

October 4, 2022

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RESOLUTION #22/23-53

RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETING

BY: ALDERMAN MARTUSCELLO

RESOLVED, the minutes of the last Common Council Meeting of September 20, 2022 are hereby adopted.

City of Amsterdam, NY

	Aye	Nay
Alderman Quist-Demars		
Alderman D. Gomula		
Alderman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING
October 4, 2022
6:00PM

RESOLUTION #22/23-54

RESOLUTION AUTHORIZING BUDGET AMENDMENT- APD/MVA

BY: ALDERWOMAN COLLINS

WHEREAS, a budget amendment is necessary to repair a patrol vehicle that was struck by a motorist on 8/13/22, now therefore be it

RESOLVED, the Controller is authorized to amend the 22/23 FY Budget as follows:

INCREASE REVENUE

A.2680	Insurance Recovery	\$1,078.51
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INCREASE EXPENSE:

A.3120.4021	Equipment Repair	\$1,078.51
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City of Amsterdam, NY

	Aye	Nay

Alderman Quist-Demars		

Alderman D. Gomula		

Alderman Collins		

Alderman S. Gomula		

Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2022

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RESOLUTION #22/23-55

RESOLUTION AUTHORIZING BUDGET AMENDMENT- ENGINEERING/DEMO

BY: ALDERWOMAN COLLINS

WHEREAS, a budget amendment is necessary to facilitate demolition and air monitoring at various properties (235-237 E. Main, 87 Wall St.etc.) and emergency demolition at 17 Lark St and 17 Union St. Now, therefore be it

RESOLVED, the Controller is authorized to amend the 22/23 FY Budget as follows:

INCREASE REVENUE

A.4089	Other Governmental Aid	\$200,000.00
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INCREASE EXPENSE:

A3620.4000	Contractual	\$200,000.00
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City of Amsterdam, NY

	Aye	Nay
Alderswoman Quist-Demars		
Alderman D. Gomula		
Alderswoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

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RESOLUTION #22/23-56

RESOLUTION TRANSFERRING FUNDS- DPW SNOW PLOW TRUCK PURCHASE

BY: ALDERMAN MARTUSCELLO

WHEREAS, a transfer of funds is necessary in order to pay for a new snow plow truck from Viking Cives/ Navistar Now, therefore be it

RESOLVED, the Controller is authorized to transfer funds from the 22/23 FY Budget as follows:

DECREASE EXPENSE

A.1990.4036 Contingency \$39,461.89

INCREASE EXPENSE:

A.5110.2012 Equipment \$39,461.89

City of Amsterdam, NY

	Aye	Nay
Alderswoman Quist-Demars		
Alderman D. Gomula		
Alderswoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

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RESOLUTION #22/23-57

RESOLUTION AUTHORIZING TEMPORARY WEEKLY STIPEND PAYABLE TO KIM BRUMLEY FOR PROVIDING CONSULTING SERVICES TO THE CITY

BY: MAYOR CINQUANTI

WHEREAS, a vacancy in the office of City Controller having occurred through the resignation of former Controller Matthew Agresta, said resignation having been effective August, 12, 2022; and

WHEREAS, the City has had and continues to have difficulty in filling said vacancy consistent with the provisions contained at C-17 of the City Charter; and

WHEREAS, the Mayor and Aldermen of the City having recognized a need for a consultant to assist with the provision of essential financial management services to the City while the search continues to fill the vacancy of Controller, services including but not limited to the following: Budgeting; Monitoring of Spending; Budget Adjustments; Purchasing Policy Enforcement; Requisitions; Resolutions; ARPA Reporting; NYS Quarterly Reporting; Receiving Reports; Emails/phone calls; Walk-ins; Single Audit; Charter Knowledge/enforcement; Bond Issuances; BAN Renewals; Other Debt Issuances; EFC; PILOTS; Council Meetings; Capital Plan; Insurance Claims/Coverage; Workers Compensation; Compensated Absences; Time Clock Maintenance; Time Approvals; IT Issues; RDS Certifications; Tax Limit Certification; Tax Cap Certification; Fixed Assets; Management Oversight; and

WHEREAS, Kim Brumley previously served as the City Controller from June 2, 1993 to October 31, 2005 and has a vast amount of experience and knowledge in the areas for which the City is seeking consulting services until such time the vacancy of City Controller has been filled pursuant to C-17 of the City Charter; and

WHEREAS, in consideration of the above, Ms. Brumley and the City have agreed in principle for Ms. Brumley to receive a weekly stipend in the amount of \$900 for providing said services, not to exceed 20 hours per week, until such time as the filling of the vacancy of City Controller has been achieved; **NOW, THEREFORE, BE IT HEREBY**

RESOLVED, that Kim Brumley shall receive a temporary weekly stipend in the amount of \$900 per week for providing financial consulting services to the City of Amsterdam not to exceed 20 hours per week; and be it further

RESOLVED, that said weekly stipend shall automatically terminate upon the filling of the vacancy of City Controller and/or upon ten (10) day's written notice by either party to the other; and be it further

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RESOLVED, that Kim Brumley shall perform the consulting services specified herein as an independent contractor and shall be solely responsible for providing all equipment and resources necessary to accomplish the tasks assigned by the City.

City of Amsterdam, NY

	Aye	Nay
Alderman Quist-Demars		
Alderman D. Gomula		
Alderman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

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RESOLUTION #22/23-58

RESOLUTION AUTHORIZING MAYOR TO EXECUTE CONTRACT WITH TARGET SOLUTIONS, LLC D/B/A VECTOR SOLUTIONS RELATING TO FIRE AND EMS TRAINING

WHEREAS, the City of Amsterdam contracted with Target Solutions for services relating to the training of Fire and EMS personnel, and

WHEREAS, said contract is set to expire in October 2022 and the City being desirous to enter into a five year contract with Vector Solutions, A Target Solutions, LLC enterprise, so as to continue to provide said services relating thereto for a five-year duration; and

WHEREAS, a copy of the contract being attached hereto; and

WHEREAS, the cost for the services provided by Vector Solutions will be \$4,268.54 for the first year, with the cost increasing by 2.5% each subsequent year of the contract.

NOW THEREFORE, BE IT RESOLVED that Mayor Michael Cinquanti is authorized to execute the attached contract.

City of Amsterdam, NY

	Aye	Nay

Alderman Quist-Demars		

Alderman D. Gomula		

Alderman Collins		

Alderman S. Gomula		

Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2022



Quote ID
Q-211493

Contact Name
Nevin Markose

Schedule A – Revision

This Contract Revision Form replaces and supersedes Schedule A to the Client Agreement signed on 11/15/2016 between the Vector Solutions entity and the Client named below as of the Effective Date (Contract Revision Order No. 1 Effective Date).

Date: Tuesday, September 13, 2022

Client Information

Client Name: City of Amsterdam Fire Department (NY)	
Address: 10 Guy Park Ave Amsterdam, NY 12010	
Primary Contact Name: Tony Agresta	Primary Contact Phone: 518) 843-3556

Agreement Term

Effective Date: 11/15/2022	Initial Term: 60 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Tony Agresta			
Billing Address: 10 Guy Park Ave Amsterdam, New York 12010		Billing Phone: 518) 843-3556	
Billing Email: aagresta@amsterdamfd.com	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Fees

Product Code	Product Name	Description	Qty	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	33	\$117.38	\$3,873.54
TSMINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$395.00	\$395.00

Grand Total: \$4,268.54

Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5% per year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.

Please note that this is not an invoice.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

City of Amsterdam Fire Department (NY)
10 Guy Park Ave
Amsterdam, NY 12010

By: _____

By: _____

Printed Name: Jackelin Maguire

Printed Name: Michael Cinquanti

Title: Renewal Management Team Lead

Title: Mayor

Date: _____

Date: _____

TARGETSOLUTIONS

TargetSolutions Learning LLC

10805 RANCHO BERNARDO ROAD, SUITE 200
 SAN DIEGO, CA 92127-5703
 877-944-6372 - TOLL FREE
 713-422-2695 - FAX

TS Sales Contact: Joe Turley

email: joe.turley@targetsolutions.com

Phone: 518-229-6003

CONFIDENTIAL

DATE of SUBMISSION

11/3/2016

LICENSE TERMS: 60

Proposal To:

Amsterdam Fire Department
 10 Guy Park Ave.
 Amsterdam, NY 12010

TargetSolutions Online Training Platform License Customized Website, Administration Tools, and Applications

DESCRIPTION	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
Career Track Platform year 1 - FIRE and EMS	\$ 98.10	33	\$ 3,237.30
Career Track Platform year 2 Incl. Maint Fee/2.5% increase	\$ 100.83	33	\$ 3,722.39
Career Track Platform year 3 Incl. Maint Fee/2.5% increase	\$ 103.55	33	\$ 3,812.15
Career Track Platform year 4 Incl. Maint Fee/2.5% increase	\$ 106.28	33	\$ 3,902.24
Career Track Platform year 5 Incl. Maint Fee/2.5% increase	\$ 109.00	33	\$ 3,992.00
Annual Maintenance Fee	\$ 395.00	1	\$ 395.00
Optional Products and/or services:			\$ -
			\$ -
			\$ -
One Time Set Up Fee			\$ 500.00
		Initial Total Due First Year	\$ 4,132.30

By signing this Client Agreement, you are I.) agreeing to the pricing and terms presented in this proposal; 2.) agreeing you have read and except the Client Agreement and License term and; 3.) agreeing you have read the Target Solutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

<http://www.targetsolutions.com/clients/client-resources/>

TARGETSOLUTIONS

Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC, ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 2.5% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO

THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

Client Name:

Address: **AMSTERDAM FIRE DEPARTMENT
PUBLIC SAFETY BUILDING
10 GUY PARK AVE. EXT.
AMSTERDAM, NY 12010**

By: _____

By: Michael Whitty

Printed Name: _____

Printed Name: MICHAEL WHITTY

Title: _____

Title: Fire Chief

Date: _____

Date: 11/15/2016

COMMON COUNCIL MEETING

October 4, 2022

6:00PM

RESOLUTION #22/23-59

RESOLUTION APPROVING AUDIT

BY: ALDERWOMAN COLLINS

RESOLVED, the bills and documentation of same presented in “Pre-Check Writing Report Parameter” dated October 4, 2022 to the Common Council and affirmed by the Controller as correct and to be paid, the City Clerk is authorized and empowered to issue warrants in payment of same.

City of Amsterdam, NY

	Aye	Nay
Aldерwoman Quist-Demars		
Alderman D. Gomula		
Aldерwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022