

COMMON COUNCIL MEETING

February 21, 2023

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

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OLD BUSINESS

NEW BUSINESS

169. RESOLUTION APPROVING MINUTES	MARTUSCELLO
170. RESOLUTION TRANSFERRING FUNDS- APD MOTOR VEHICLE ACCIDENT	COLLINS
171. RESOLUTION ESTABLISHING SMART GROWTH COMPRENSIVE PLANNING COMMITTEE	S.GOMULA
172. RESOLUTION AMENDING BUDGET- APD MOTOR VEHICLES (2) ACCIDENTS	COLLINS
173. RESOLUTION AMENDING BUDGET- GENERAL/NYS HEALTHCARE WORKERS BONUS PROGRAM	COLLINS
174. RESOLUTION TRANSFERRING FUNDS- PUBLIC SAFETY/ STREET SIGNS	COLLINS
175. RESOLUTION AMENDING BUDGET- ENGINEERING/ WATER MAIN LEAK PROF SERVICES	QUIST-DEMARS
176. RESOLUTION AMENDING BUDGET- CITY HALL CONDUIT WORK	MARTUSCELLO
177. RESOLUTION AMENDING BUDGET – CONTROLLER’S OFFICE/ KEY BANK	MARTUSCELLO
178. RESOLUTION TRANSFERRING FUNDS- CONTROLLER’S OFFICE/ KEY BANK	MARTUSCELLO
179. RESOLUTION AUTHORIZING AGREEMENT – WWTP/GOTTADO CONTRACTING	S. GOMULA
180. RESOLUTION APPROVING AUDIT	COLLINS

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RESOLUTION #22/23-169

RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETING

BY: ALDERMAN MARTUSCELLO

RESOLVED, the minutes of the last Common Council Meeting of February 7, 2023 are hereby adopted.

City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderman Quist-Demars</u>		
<u>Alderman D. Gomula</u>		
<u>Alderman Collins</u>		
<u>Alderman S. Gomula</u>		
<u>Alderman Martuscello</u>		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2023

COMMON COUNCIL MEETING

February 21, 2023

6:00PM

RESOLUTION #22/23-170

**RESOLUTION AMENDING BUDGET – APD/ MOTOR VEHICLE ACCIDENT
BY: ALDERWOMAN QUIST-DEMARS**

WHEREAS, a budget amendment is necessary in order to pay for a motor vehicle on 12/03/2022, in which an APD patrol vehicle was struck by a motorist; Now, therefore be it

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

INCREASE REVENUE:

A.2680	Insurance Recovery	\$3,040.41
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INCREASE EXPENSE

A.3120.4021	Equipment Repair	\$3,040.41
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City of Amsterdam, NY

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

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2023

COMMON COUNCIL MEETING

February 21, 2023

6:00PM

RESOLUTION #22/23-171

RESOLUTION ESTABLISHING SMART GROWTH COMPREHENSIVE PLANNING COMMITTEE

BY: ALDERMAN S. GOMULA

WHEREAS, the City of Amsterdam was the recipient of a 2021 Consolidated Funding Application (CFA) award from the New York State Department of State (NYS DOS) through the Smart Growth Comprehensive Planning grant program; and

WHEREAS, the contract requires the establishment of a Comprehensive Planning Committee, as a special municipal board, to conduct/oversee the development of the Comprehensive Plan in cooperation with municipal officials, other municipal boards, and the project consultants; and

WHEREAS, the Comprehensive Planning Committee shall have at least one member from the planning board and shall include representatives from a large range of ethnic, social, and cultural backgrounds and a diverse range of stakeholders, such as residents, civic leaders, business owners, elected officials, environmental experts, municipal board members; and

WHEREAS, the members of the Comprehensive Planning Committee (CPC) conduct/oversee the planning process and the development of the Comprehensive Plan, participate in meetings, generate ideas and build consensus, provide the consultant team with relevant information reflective of the community's current condition and needs (including a list of completed and ongoing local planning efforts and initiatives), review materials drafted by the consultant team and provide constructive feedback, support each of the proposed public participation and outreach efforts, and set the stage for cooperation and the plan's implementation; and

WHEREAS, the following community members are being nominated to the CPC and will coordinate with the City of Amsterdam Community and Economic Development department and the office of the Mayor;

- Damris Carbone, Amsterdam Housing Authority
- Erika Ramirez, Amsterdam Housing Authority
- Kelsy Carpe, St. Mary's Healthcare
- Kelly Quist-Demars, City of Amsterdam Council Member
- Irene Collins, City of Amsterdam Council Member
- Rich Ruberti, Greater Amsterdam School District
- John Sumpter, Creative Connections Clubhouse
- Roxanne Marin, Ibero/Centro Civico
- Alex Kuttesch, Montgomery County Business Development Center
- Joseph Slezak, Montgomery County Soil & Water Conservation District

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- Jerry Snyder, Historic Amsterdam League
- Grant Egelston, City of Amsterdam Housing Inspector
- Nicole Walrath, Fulton Montgomery Regional Chamber of Commerce/HFM PTECH
- Rob Spagnola, City of Amsterdam Tourism, Marketing, and Recreation
- Elaine Santiago, Planning Commission
- Pam Swart, Zoning Board of Appeals/Amsterdam Waterfront Foundation

RESOLVED, that the City of Amsterdam has appointed the above-mentioned CPC members.

City of Amsterdam, NY

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

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2023

COMMON COUNCIL MEETING

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RESOLUTION #22/23-172

RESOLUTION BUDGET AMENDMENT- APD/MOTOR VEHICLE ACCIDENT

BY: ALDERWOMAN COLLINS

WHEREAS, a budget amendment is necessary to pay for (2) motor vehicle accidents in which APD vehicles were hit and sustained damage: Now, therefore be it

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

INCREASE REVENUE:

A.2680.10	Insurance Recoveries - APD	\$11,521.42
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INCREASE EXPENSE:

A.3120.4021	Equipment Repair	\$11,521.42
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City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderman Quist-Demars</u>		
<u>Alderman D. Gomula</u>		
<u>Alderman Collins</u>		
<u>Alderman S. Gomula</u>		
<u>Alderman Martuscello</u>		

MICHAEL CINQUANTI, MAYOR

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RESOLUTION #22/23-173

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT- GENERAL FUND/NYS
HEALTHCARE WORKERS BONUS PROGRAM**

BY:ALDERWOMAN COLLINS

WHEREAS, a budget amendment is necessary to accept funding from NYS Healthcare Workers Bonus Program (HWB); and

WHEREAS, NYS Healthcare Workers Bonus Program authorized funding in the amount of \$98,499.75 for eligible health care and mental hygiene workers. This bonus includes a credit for the employer's FICA contribution; Now, therefore be it

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

INCREASE REVENUE:

A.3089	STATE Aid- Other	\$98,499.75
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INCREASE EXPENSE:

A.3410.1905	Personnel – HWB Program	\$91,500.00
A.9030.8810	Social Security/Medicare	\$ 6,999.75

City of Amsterdam, NY

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

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2023

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RESOLUTION #22/23-174

RESOLUTION TRANSFERRING FUNDS- PUBLIC SAFETY DEPARTMENT

BY: ALDERWOMAN COLLINS

WHEREAS, a transfer of funds is needed to fund street signage in the public safety line item: now therefore be it,

RESOLVED, the Controller is authorized to make a transfer of funds for the 22/23 FY budget as follows:

DECREASE EXPENSE:

A.3010.4044	Road Striping	\$5,000.00
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INCREASE EXPENSE:

A.3010.4045	Street Signage	\$5,000.00
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City of Amsterdam, NY

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

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2023

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RESOLUTION #22/23-175

RESOLUTION APPROVING BUDGET AMENDMENT- WATER FUND/WATER MAIN LEAK PROFESSIONAL SERVICES

BY: ALDERWOMAN QUIST-DEMARS

WHEREAS, a budget amendment is necessary to pay for (2) days of investigating services in the field for the purpose of locating large volume of water main leaks. This is a professional service made immediately necessary due to a large increase in water demand.: now therefore be it,

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

INCREASE REVENUE:

F.2401	Interest and Earnings	\$3,800.00
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INCREASE EXPENSE:

F.8340.4000	Contractual Expense	\$3,800.00
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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: _____, 2023

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RESOLUTION #22/23-176

RESOLUTION BUDGET AMENDMENT AND TRANSFER OF FUNDS- CITY HALL CONDUIT WORK

BY: ALDERMAN MARTUSCELLO

WHEREAS, a budget modification is necessary to fund the installation of conduit work needed at City Hall to move off the T1 and start installing fiber and moving off copper. Moving the lines to analog will be a saving and increase in bandwidth while also saving the City from the cost that is associated with a per copper line infrastructure; now therefore be it,

RESOLVED, the Controller is authorized to make a budget amendment and transfer funds from the 22/23 FY budget as follows:

INCREASE REVENUE:

A.2401	Interest and Earnings	\$3,906.00
F.2401	Interest and Earnings	\$1,395.00
G.2144	Sewer Charges Beechnut	\$1,185.75
CL.2401	Interest and Earnings	\$ 488.25

INCREASE EXPENSE:

A.1620.4127	Electrical Expense	\$3,906.00
F.8310.4127	Electrical Expense	\$1,395.00
G.8110.4127	Electrical Expense	\$1,185.75
CL.8160.4127	Electrical Expense	\$ 488.25

City of Amsterdam, NY

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

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2023

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RESOLUTION #22/23-177

**RESOLUTION AUTHORIZING TRANSFER OF FUNDS – FINANCE DEPARTMENT/
CONTROLLER’S OFFICE**

BY: ALDERMAN MARTUSCELLO

WHEREAS, a transfer of funds is necessary to fund the Controller’s office line items for KeyBank analysis monthly bank charges that were not budgeted, and additional expenses and supplies needed for the remainder of the fiscal year; now therefore be it,

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

DECREASE EXPENSE:

CL.8160.4036	Contingency	\$4,614.00
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INCREASE EXPENSE:

CL.8160.4137	Contractual Expense	\$4,264.00
CL.8160.4137.04	Contractual Expense	\$ 350.00

City of Amsterdam, NY

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

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2023

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RESOLUTION #22/23-178

RESOLUTION BUDGET AMENDMENT – CONTROLLER’S OFFICE

BY: ALDERMAN MARTUSCELLO

WHEREAS, a budget amendment is necessary to fund the Controller’s office line items for KeyBank analysis monthly bank charges that were not budgeted, and additional expenses and supplies needed for the remainder of the fiscal year; now therefore be it,

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

INCREASE REVENUE:

A.2401	Interest and Earnings	\$21,508.00
F.2401	Interest and Earnings	\$13,010.00
G.2144	Sewer Charges Beechnut	\$11,018.50

INCREASE EXPENSE:

A.1325.4000	Contractual Expense	\$21,508.00
F.8310.4000	Contractual Expense	\$12,010.00
F.8310.4000.04	Contractual Expense	\$ 1,000.00
G.8110.4137	Contractual Expense	\$10,168.50
G.8110.4137.04	Contractual Expense	\$ 850.00

City of Amsterdam, NY

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

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2023

COMMON COUNCIL MEETING

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RESOLUTION #22/23-178

RESOLUTION AUTHORIZING TEMPORARY WEEKLY STIPEND PAYABLE TO LOUISE BIRON 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 Mayor and Aldermen of the City having recognized a need for a consultant to provide services to the City while the effort continues to fill the vacancy of Controller, services including the following: Budget; 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; support with In Rem foreclosures prosecuted by the City; and

WHEREAS, the City is desirous to engage Louise Biron for said 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. Biron and the City have agreed in principle for Ms. Biron to receive a weekly stipend in the amount of \$1,903.85 for providing said services, not to exceed 40 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 Louise Biron shall receive a temporary weekly stipend in the amount of \$1,903.85 per week for providing financial consulting services to the City of Amsterdam; and be it further

RESOLVED, that said weekly stipend shall automatically terminate upon the filing of the vacancy of City Controller.

City of Amsterdam, NY

	Aye	Nay

Alderman Quist-Demars		

Alderman D. Gomula		

Alderman Collins		

Alderman S. Gomula		

Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2023

COMMON COUNCIL MEETING

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6:00PM

RESOLUTION #22/23-179

**RESOLUTION AUTHORIZING CONTRACT- WASTEWATER TREATMENT
PLANT/GOTTADO CONTRACTING**

BY:ALDERMAN S. GOMULA

WHEREAS, the City of Amsterdam maintains and operates a wastewater treatment plant (WWTP) necessary to comply with State and Federal water quality regulations; and,

WHEREAS, the City is currently contracted with Montgomery County to accept and treat landfill leachate at a rate of \$0.04 per gallon; and,

WHEREAS, GottaDo Contracting, LLC has requested a contract with the City to accept and treat up to 16,000 gallons of landfill leachate per day at the rate of \$0.04 per gallon; and,

WHEREAS, the City's WWTP has the capacity and capability to treat this additional volume of leachate; and, **NOW THEREFORE, BE IT**

RESOLVED that the Mayor is authorized to execute an agreement with GottaDo Contracting, LLC for a contract term of three (3) years.

City of Amsterdam, NY

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

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2023

COMMON COUNCIL MEETING

February 21, 2023

6:00PM

RESOLUTION #22/23-180

RESOLUTION APPROVING AUDIT

BY: ALDERWOMAN COLLINS

RESOLVED, the bills and documentation of same presented in "Pre-Check Writing Report Parameter" dated February 21, 2023, 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
Alderswoman Quist-Demars		
Alderman D. Gomula		
Alderswoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2023

**LEACHATE DISPOSAL
AGREEMENT**

BETWEEN

GottaDo Contracting LLC

AND

THE CITY OF AMSTERDAM

This Leachate Disposal Agreement (this "Agreement") is entered into as of the day of March 1, 2023 by and between GottaDo Contracting LLC, a New York limited liability company ("Contractor"), and the City of Amsterdam, a Municipal Corporation organized and existing under the laws of the State of New York, in the County of Montgomery and State of New York, hereinafter referred to as the "Municipality."

Recitals

- A. In the conduct of their business, GottaDo has requested that the City of Amsterdam accept Leachate from the Bourne Landfill (201 MacArthur Blvd, Bourne, MA 02532)
- B. GottaDo Contracting, LLC is engaged in the transportation business; and
- C. Amsterdam desires to engage the Contractor to provide Leachate Disposal, in accordance with and subject to the provisions of this Agreement.

WITNESSETH

WHEREAS, pursuant to General Municipal Law S 1 19-0 municipal corporations are authorized to enter into agreements for the performance among themselves of one of their respective functions, powers, and duties on a cooperative contract basis or for the provision of a joint service or a joint water, sewage or drainage project; and

WHEREAS, the Municipality is the owner and operator of wastewater treatment facilities in City of Amsterdam, NY, which can be used to process said leachate; and holds State Pollutant Discharge Elimination System (SPDES) Permit # NY-0020290.

WHEREAS, GottaDo wishes to process the said leachate at the City of Amsterdam wastewater treatment facilities and the Municipality wishes to accept the leachate for processing under the terms set forth below; and

NOW, THEREFORE, in consideration of the foregoing it is hereby mutually covenanted, promised and agreed by and between the parties hereto as follows:

1. Subject to the provisions herein and based on acceptable annual analysis, for the period March 1, 2023 to February 28, 2025, the Municipality shall accept and receive at its wastewater treatment facilities, leachate generated from the landfills of which said Contractor may elect to deliver to said wastewater treatment facilities of the Municipality during the term of this Agreement, such leachate to be transported by GottaDo to the wastewater treatment facility of the Municipality in the City of Amsterdam;
2. The Contractor will pay to the Municipality \$ 0.04 per gallon for each gallon of leachate delivered to said wastewater treatment facility operated by the Municipality at Amsterdam, New York during the term of the Agreement.
3. Billing shall be based upon the log sheet filled out by the Contractor driver when the Contractor delivers the leachate to the Municipality. Any inconsistency in data entry on said log sheet shall be corrected by the City by the assumption that each leachate delivery was accomplished by a 7,000 gallon tank-trailer. GottaDo shall notify the City if operational changes result in the use of tank-trailers larger or smaller than 7,000 gallons.
4. All invoices from the Municipality shall set forth the date, volume and fee for each load of material delivered by the Contractor.
5. The Municipality can reject shipments of leachate should it be deemed by the operator or a governing agency that acceptance of such would compound an existing problem or in itself potentially cause negative impact on the operation of the treatment system and or receiving waters of New York State. The Municipality will in such case, inform the Contractor by phone as soon as practicable but no less than one hour prior to the next anticipated delivery. Any such call should be followed in writing by email as soon as possible.
6. The Municipality also reserves the right to inspect the material being delivered to the facility, as well as conduct sampling for analysis of the same, at any time. The Contractor agrees to provide sampling and testing of the leachate as required by the NYS Department of Environmental Conservation.
7. It is specifically understood and agreed by and between the parties hereto that it is the intent of the parties to perform this Agreement as described herein throughout the term of the Agreement, but in the event that a determination by a State or Federal authority of competent jurisdiction, or the operator in charge of the wastewater treatment facility of the Municipality, that the leachate is so contaminated that it impacts the proper operation of the Municipality's wastewater treatment facility, then, upon notification of such negative impact, in writing, to the Contractor, the Municipality will not be obligated to receive or process any further leachate for the Contractor and this agreement shall then be null and void and no further effect except that the Contractor shall be obligated to pay

the Municipality any monies owed for leachate delivered by the Contractor to the wastewater treatment facility of the Municipality delivered prior to the termination.

8. It is imperative that the Contractor shall not discharge leachate to the Municipal leachate receiving station during an active Combined Sewer Overflow (CSO)-event.
9. The Municipality and the Contractor shall comply with all Federal, State and Local Laws, rules, regulations, codes and ordinances in the performance of this Agreement and shall obtain, pay for and comply with any conditions contained in any permits, approval and renewals which are required to be obtained in the legal performance of this Agreement.
10. Nothing in this Agreement shall be held to alter or abridge the powers and duties of the New York State Department of Health, the New York State Department of Environmental Conservation, the United States Environmental Protection Agency or the Chief Operator of the WWTP of the City of Amsterdam.
11. ENFORCEABILITY: If any term of this Agreement or the application thereof to any person or circumstances shall to any extent be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforced to the fullest extent possible permitted by law.
12. WAIVER: Failure or delay of either party to exercise a right under this Agreement shall not be considered a waiver of that right.
13. INSURANCE AND LIABILITY: The Municipality and the Contractor shall proceed on a self-insured basis, provided however, that all delivery vehicles shall be insured as required by law. Once the leachate is deposited at the Municipality's wastewater treatment facility liability shall be on the Municipality.
14. AGENCY: This agreement in no way establishes an agency relationship between the MUNICIPALITY and the CONTRACTOR. Each party shall maintain its independence and its separate identity. Each party shall have executive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party.
15. HOLD HARMLESS: The MUNICIPALITY and the CONTRACTOR shall hold harmless and indemnify the other party from and against liability, loss, damage, cost and expense which such other party may suffer from any claim, demand, suit, or cause of action which may be made or had against it by reason of the negligence or malpractice on the part of the indemnifying party including its agents, servants, contractors or employees.

16. **INDEMNIFICATION**: The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice to commencement of any action with respect to which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense thereof. The indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof.

17. **ASSIGNMENT**: This Agreement binds the parties hereto and their respective successor, agents, officers, representatives and assigns. This Agreement may not be assigned by either party except by agreement, in writing, duly executed pursuant to General Municipal Law S 1 10-0, signed and acknowledged by the authorized officers and/or representatives of the parties. The terms of this Agreement shall be binding upon the successors, heirs and the assigns of the parties hereto, in the event of approved assignment.

18. **DISPUTE RESOLUTION**: In the event of any dispute under this Agreement, either party shall serve written notice to the other of the existence and nature of the dispute, the amount at issue, if any, and the provision of this agreement governing the dispute. The parties shall negotiate the dispute in good faith until either party advises the other, in writing, that an impasse exists and that they intend to pursue their legal remedies in Court. Unless otherwise agreed in writing by the Parties, the Parties shall continue to perform their respective obligations under this Agreement during any Dispute proceeding.

EXECUTED as of the date first above written.

City of Amsterdam.

By: _____

Name: Michael Cinquanti

Title: Mayor

CONTRACTOR

By: _____

Name: _____

Title: _____