

**COMMON COUNCIL MEETING**

**March 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

**5:50- PUBLIC HEARING- CDBG 2021 MICROENTERPRISE GRANT**

**5:55- PUBLIC HEARING – CDBG 2023 MICROENTERPRISE GRANT**

**COMMON COUNCIL MEETING**

**March 21, 2023**

**6:00PM**

*OLD BUSINESS*

*NEW BUSINESS*

<b>201. RESOLUTION APPROVING MINUTES</b>	<b>MARTUSCELLO</b>
<b>202. RESOLUTION SUPPORTING CDBG MICROENTERPRISE ASSISTANCE PROGRAM</b>	<b>S. GOMULA</b>
<b>203. RESOLUTION TRANSFERRING FUNDS- CONTROLLER'S OFFICE/LIABILITY &amp; W/C</b>	<b>MARTUSCELLO</b>
<b>204. RESOLUTION TRANSFERRING FUNDS- CORPORATION COUNSEL DEPARTMENT</b>	<b>MAYOR</b>
<b>205. RESOLUTION TRANSFERRING FUNDS- WATER TREATMENT PLANT CHEMICALS</b>	<b>D. GOMULA</b>
<b>206. RESOLUTION AUTHORIZING CONTRACT- RIVERLINK PARK/BRENT &amp; COREY YAGER</b>	<b>MAYOR</b>
<b>207. RESOLUTION APPROVING AUDIT</b>	<b>COLLINS</b>

*INTRODUCTION OF ORDINANCE A OF 2023 (to be known as Ordinance 1 of 2023 if adopted)-AN ORDINANCE MODIFYING ARTICLE II OF CHAPTER 73 OF THE AMSTERDAM CITY CODE TO INCLUDE A PROHIBITION AGAINST FEEDING CROWS WITHIN THE CITY*

*INTRODUCTION OF ORDINANCE B OF 2023 (to be known as Ordinance 2 of 2023 if adopted)-AN ORDINANCE MODIFYING AMSTERDAM CITY CODE SECTION 228-48: SCHEDULE XIV: NO STOPPING*

**COMMON COUNCIL MEETING**

**March 21, 2023**

**6:00PM**

**RESOLUTION #22/23-201**

**RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETING**

**BY: ALDERMAN MARTUSCELLO**

**RESOLVED**, the minutes of the last Common Council Meeting of March 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**

**March 21, 2023**

**6:00PM**

**RESOLUTION #22/23-202**

**RESOLUTION IN SUPPORT OF AN APPLICATION THROUGH THE NEW YORK STATE DIVISION OF HOMES AND COMMUNITY RENEWAL, COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MICROENTERPRISE ASSISTANCE PROGRAM**

**BY: ALDERMAN S. GOMULA**

**WHEREAS**, the City of Amsterdam has an interest in the success of the local business economy in the City of Amsterdam; and

**WHEREAS**, the City of Amsterdam recognizes the need for access to financial assistance to small business and start up business; and

**WHEREAS**, the City of Amsterdam recognizes that the strength behind a local economy comes from a strong and thriving small business community; and

**WHEREAS**, the City of Amsterdam has been very successful in helping existing and start-up businesses with their 2016 and 2021 NYS HCR Microenterprise grant; and

**WHEREAS**, they want to continue the success of the previously available funding; and

**WHEREAS**, the City of Amsterdam desires to apply to the New York State Division of Homes and Community Renewal, Community Development Block Grant Microenterprise Assistance Program to assist small businesses and start up business in the community; and

**WHEREAS**, the funding is a 20% minimum owner equity match grant program; and

**WHEREAS**, the administration of any grant will be completed by the City of Amsterdam Community & Economic Development Department, 61 Church Street, Amsterdam, NY 12010

**NOW, THEREFORE LET IT BE RESOLVED**, this the 21st day of March, 2023, that the City of Amsterdam Common Council, acting as governing authority of the City of Amsterdam hereby supports the efforts of the City of Amsterdam's Microenterprise Grant application submission for the 2023 round and allows the Mayor to sign all application paperwork.

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**

**March 21, 2023**

**6:00PM**

**RESOLUTION #22/23-203**

**RESOLUTION TRANSFERRING FUNDS- CONTROLLER'S OFFICE/LIABILITY INSURANCE AND WORKER'S COMPENSATION**

**BY: ALDERMAN MARTUSCELLO**

**WHEREAS**, a transfer is necessary to fund the liability insurance and workers compensation line items in multiple funds due to a shortage in the budget allocation; now therefore be it,

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

**DECREASE EXPENSE:**

A.9040.8830	Workers Compensation	\$30,000.00
CL.8160.4036	Contingency	\$ 5,000.00
F.1990.4036	Contingency	\$15,000.00
G.8110.4036	Contingency	\$14,000.00

**INCREASE EXPENSE:**

A.1911.4032	Liability insurance	\$30,000.00
CL.8160.4032	Liability insurance	\$ 3,700.00
CL.8160.8830	Workers Compensation	\$ 1,300.00
F.1910.4032	Liability insurance	\$12,800.00
F.9040.8830	Workers Compensation	\$ 2,200.00
G.8110.4032	Liability insurance	\$11,000.00
G.9040.8830	Workers Compensation	\$ 3,000.00

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**

**March 21, 2023**

**6:00PM**

**RESOLUTION #22/23-204**

**RESOLUTION TRANSFERRING FUNDS- CORPORATION COUNSEL  
DEPARTMENT**

**BY: MAYOR CINQUANTI**

**WHEREAS**, a transfer is necessary to fund expenses in the corporation counsel department. This funding is necessary for office supplies, transcripts, travel for research at the County office bldg., and mailing/postage; now therefore be it,

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

**DECREASE EXPENSE:**

A.1210.1000	Personnel Service	\$560.00
CL.8160.1021.03	Personnel Services	\$ 70.00
F.8310.1000.03	Personnel Services	\$200.00
G.8130.1020.03	Personnel Services	\$170.00

**INCREASE EXPENSE:**

A.1420.4000	Contractual	\$560.00
CL.8160.4137.07	Contractual	\$ 70.00
F.8310.4000.07	Contractual	\$200.00
G.8110.4137.07	Contractual	\$170.00

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**

**March 21, 2023**

**6:00PM**

**RESOLUTION 2#22/23- 205**

**RESOLUTION TRANSFERRING FUNDS- WATER TREATMENT PLANT  
CHEMICALS**

**BY: ALDERMAN D. GOMULA**

**WHEREAS**, a transfer is necessary due to the unexpected price increase of chemicals that resulted in costs that have been greater than the amount budgeted for 2022-23; now, therefore, be it,

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

**DECREASE EXPENSE:**

F.1990.4036	Contingency Fund	\$61,000.00
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**INCREASE EXPENSE:**

F.8330.4085	Chemicals	\$61,000.00
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City of Amsterdam, NY

	Aye	Nay
<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**

**March 21, 2023**

**6:00PM**

**RESOLUTION 2#22/23- 206**

**RESOLUTION AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH BRENT YAGER AND COREY YAGER IN CONNECTION WITH CONCESSIONAIRE SERVICES AT RIVER LINK PARK**

**BY: MAYOR CINQUANTI**

**WHEREAS**, The City of Amsterdam (the "City") desires to enter into a contract with Brent Yager and Corey Yager for concessionaire services at River Link Park; and

**WHEREAS**, a copy of said contract being attached hereto; Now, therefore be it

**RESOLVED** that the City Council hereby authorizes the mayor to execute said contract.

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**

**March 21, 2023**

**6:00PM**

**RESOLUTION #22/23-207**

**RESOLUTION APPROVING AUDIT**

**BY: ALDERWOMAN COLLINS**

**RESOLVED**, the bills and documentation of same presented in "Pre-Check Writing Report Parameter" dated March 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

	<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**

**March 21, 2023**

**6:00PM**

**INTRODUCTION OF ORDINANCE A OF 2023 (to be known as Ordinance 1 of 2023 if adopted)**

**AN ORDINANCE MODIFYING ARTICLE II OF CHAPTER 73 OF THE AMSTERDAM CITY CODE TO INCLUDE A PROHIBITION AGAINST FEEDING CROWS WITHIN THE CITY**

**BY: MAYOR CINQUANTI**

Part 1: Legislative Intent: By way of background, in 1966 the City of Amsterdam adopted Chapter 73, Article II, which in part made it unlawful to feed pigeons within the City of Amsterdam. In recent years, the City has faced an exponential increase in the uncontrolled migration of crows to area and within the City of Amsterdam, a situation which has proved to be a nuisance, menacing and undesired in and of itself, and which is further greatly exacerbated by the feeding of crows within the City.

Part 2: Enactment –

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF AMSTERDAM that ARTICLE II of CHAPTER 73 OF THE AMSTERDAM CITY CODE BE AMENDED AS FOLLOWS:

Modification #1:

Section 73-8. A sentence added to read as follows: As of 2023, due to the exponential increase in the migration of crows within City of Amsterdam, it has been determined that feeding of crows within the City is a nuisance and a menace to the public health and is generally injurious to property within the City of Amsterdam.

Modification #2:

Section 73-11 is modified to read as follows: “It shall be unlawful for any person to feed any pigeon or crow in any public street or place”.

Part 3: Effectiveness: Following a public hearing and upon ratification by the Common Council, the instant Ordinance shall take effect pursuant to Section C-33 of the Charter.

**COMMON COUNCIL MEETING**

**March 21, 2023**

**6:00PM**

**INTRODUCTION OF ORDINANCE B OF 2023 (to be known as Ordinance 2 of 2023 if adopted)**

**AN ORDINANCE MODIFYING AMSTERDAM CITY CODE SECTION 228-48: SCHEDULE XIV: NO STOPPING**

**BY: MAYOR CINQUANTI**

Part 1: Legislative Intent: The Common Council having received a recommendation from Amsterdam Police Department Chief John Thomas to update the City Code at Section 228-48 Schedule XIV: No Stopping so as to add No Stopping at any time on the North side of Northern Boulevard from 20 Northern Boulevard to Clizbe Avenue, the intent of the instant ordinance is to modify Schedule XIV of Section 228-48 to provide for no stopping at any time on the North side of Northern Boulevard between Clizbe Avenue and 20 Northern Boulevard.

Part 2: Enactment –

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF AMSTERDAM that the following be added and or modified to XIV o Section 228-48 as set forth below:

Add:

No Standing at All Times: Northern Boulevard – North side – between Clizbe Avenue and 20 Northern Boulevard.

Part 3: Effectiveness: Following a public hearing and upon ratification by the Common Council, the instant Ordinance shall take effect pursuant to Section C-33 of the Charter.

## Amsterdam River Link Park Concessionaire Contract

It is hereby mutually agreed by the parties to this agreement as follows:

### 1. TERMS & PREMISES

The City of Amsterdam awards and rents to the Lessees', Brent Yager, residing at 53 Broadway Ext.- Amsterdam, NY 12010 and Corey Yager, residing at 758 Bullshead Rd. Amsterdam, NY 12010, that portion of the Riverlink Park located at 1 Front Street, Amsterdam New York 12010, commonly referred to as the Riverlink Cafe, consisting of: **kitchen, dining area, porch area, patio area, men's and women's restroom, use of event tent (note that the tent will remain available for use by the public and the City of Amsterdam when events are not scheduled,** collectively referred to in the agreement as the "**Riverlink Cafe**", located on the premises of the River Link Park, Amsterdam, N. Y. for a period beginning January 1, 2023 and ending December 31, 2026, pursuant to the terms specified in paragraph 2.

The Lessees' shall be required to **submit, to the City, proof of financial ability** to operate the business for the term of the lease. In addition, the Lessees' shall provide proof of ability, financial and otherwise to stock the **Riverlink Cafe** with food, equipment and merchandise and to maintain a sufficient reserve for the payment of any indebtedness in the operation of the concession. An appropriate financial statement may be considered as such proof. The City reserves the right to determine what constitutes an appropriate financial statement.

The Lessees' will be responsible for the operation of the **Riverlink Café, other responsibilities to boaters** and for certain Expenses related to these operations. The lessees' must be open for business from June 1<sup>st</sup> through August 31<sup>st</sup> of each year, any further operation during other months are at the lessee's discretion.

#### Payments

All payments due under this agreement will be made to the City Controller. Payment agreement will be as follows; \$2,000 yearly rent, payable in full on May 1 of each year this Agreement is in effect. All events are that take place under the City's banquet tent will result in lessee paying the City 15% of total bill of sale excluding alcohol but not including gratuities or sales tax.

### 2. CITY FURNISHED FACILITIES AND SERVICES

The City shall furnish and/or pay the costs of the following:

- A. Suitable space for the Riverlink Cafe operations.
- B. Existing tables, chairs, fixtures and food service equipment
- C. Extermination of vermin as deemed necessary by the City, initially.
- D. Refrigeration unit, stove and ice-cube maker
- E. Provide adequate water and sewage service and maintain same.

### 3. TERMINATION

At any time during the term of the lease agreement if, in the City's sole Judgment, the Lessees' is not conducting operations in accordance with the terms of this Agreement, or the effect of the Lessees' policies or practices in the management of the Leased premises including, but not limited to, policies affecting health, safety, food, personnel and patron welfare and satisfaction, the City shall have the right to terminate this lease on three (3) days written notice to the Lessees'. In its written notice to the Lessees' of its intention to exercise this right, the City shall specify the policies, practices or circumstances that make termination necessary in the City's judgment. If with ten (10) days from the Date of such notice, the Lessees' is able to change such policies or practices or remedy the circumstances specified by the City to the City's satisfaction, the termination will be rescinded.

Nothing contained herein shall be deemed to bar or restrict the City from utilizing any remedy afford it be law, and it is expressly understood that any closure of the Riverlink Cafe, if attributable to the acts of omissions or fault of the Lessee, its officers or Employees, shall constitute a breach of the agreement and a ground for cancellation of this agreement.

### 4. OPERATION

Unless otherwise agreed by the City, the Riverlink Cafe will be opened as follows unless the City allows, in writing, the Lessees' to close during its tenancy. The City must approve any reduction of these times.

Hours of operation will be at a minimum from June 1 through August 30:

Dinner – Thursday – Sunday 4:00 -10:00pm

Special Events – the Riverlink Cafe will cover all special events with at least a light menu of food selections and drink needs and remain open for one half hour after the event concludes.

The parties agree that these hours may be altered by written agreement between the Lessee and the Mayor.

The Lessee shall provide and maintain prices, quality, and service appropriate for the Riverlink Cafe and consistent with the proposal submitted to the City of Amsterdam and attached hereto as Exhibit "B."

The Lessee will provide, maintain and stock operating vending machines, all of which must be approved by the City.

The Lessee shall perform and pay all cost for the thorough cleaning of all areas of the Riverlink Cafe, the men's and women's restrooms, and all areas in the entire building devoted for use and circulation by patrons and guest in accordance with the City of Amsterdam Health Department standards. The lessee is solely responsible for supplying all cleaning equipment, materials and supplies needed to properly maintain and clean the entire Riverlink Cafe as required.

#### **Dock master Responsibilities:**

Lessee will direct boaters regarding docking protocols and costs.

Lessee will provide and maintain signage on all electrical stanchions as to provide boaters with dock master contact information. Lessee will also provide same information to City to be posted on all City on-line and social media platforms.

Lessee will collect docking fees of \$1.00 per foot, or as otherwise set by the City. Lessee will retain all docking fees collected.

Lessee will provide, disburse and collect keys (shower/laundry/gates) provided to overnight boaters (café and park access gates are locked during off hours).

Lessee will operate the pump out facility.

Lessee will maintain a daily logbook of paid boaters (size of boat, name, duration of stay, home, and destination) and provide this information to the City monthly.

#### **Restaurant Responsibilities:**

**Lessees'** will use best efforts to secure and maintain liquor (beer and wine at a minimum) and applicable DOH licenses.

**Lessees'** will secure and maintain cable or DSL service with a wireless router with sufficient range to support visitor and boater Internet access, unless otherwise provided by the City.

**Lessees'** will establish and maintain standard, published hours with no arbitrary closure due to weather or lack of business, except due to emergency circumstances. The Café is to remain open a minimum of ½ hour after the conclusion of any scheduled events/concerts.

#### **Maintenance Responsibilities:**

Daily cleaning:

Bathrooms (indoor and outdoor)

Re-supply toilet paper, paper towels as needed.

Shower

Laundry room

Daily patrol and clean up of grounds for litter and damage and report to Recreation Department as needed. Collect and empty trash receptacles as needed.

Garbage:

All Garbage to be neatly bagged and placed on pad for City pick-up per established schedule. Contact City Recreation Department or DPW, if needed, to accommodate off-schedule/extraordinary accumulation.

**Parking:**

Staff and business related vehicles are to be parked outside of gate at all times except for temporary drop-off and pick-up. Only staff and vendors can use the grade level crossing or parking. Grade level access by the public is strictly prohibited. Lessees' is to comply with the Executive Order 2014-1 or any subsequent executive order establishing or modifying crossing procedures.

Riverfront Center parking areas will be made available at all times to both park visitors and restaurant patrons.

**Equipment**

Round tables, folding chairs, dance floor, bar and all other usable items associated with the banquet tent are to be returned to storage sheds when not in use

Hoses and sprinklers are to be stored in shed when not in use.

**Extermination**

After the initial extermination of vermin by the City, if required, then any further extermination required is the responsibility of the lessee.

**5. GARBAGE**

The Lessees' must pump the grease trap out, every two months and when needed by a professional service, the trap must be pumped out at the end of the operating season. The City may request written proof concerning the grease trap.

**6. UTILITIES**

Charges if any, attributable to the Riverlink Cafe and its operation, during the Lessees' use of the facilities as the same become due and payable for the term of this lease regarding propane shall be paid by the lessee. The City shall be responsible for all electric utility charges.

**7. MODIFICATIONS TO LEASEHOLD**

The Lessees', its agents and employees, shall not mark, paint, and drill into or in any way or manner deface, alter or modify the walls, ceilings, partitions, floors, or other structures in the Riverlink Cafe and shall not make any alterations, additions or improvements in or to the Riverlink Cafe without the prior written consent to such action by the City.

**8. EQUIPMENT**

The Lessees' shall be responsible for normal maintenance and repair of all Riverlink Cafe equipment provided. Repair and maintain at the Lessee's own cost and expense, all light bulbs and plumbing repairs necessary during the Lease's use of the facilities. All repairs, replacements and any structural improvements shall become the property of the City and shall be of the same quantity, quality or style as original. The City shall be notified of all repairs and replacements.

The Lessees' will be held responsible and liable for the replacement of all City owned equipment lost, destroyed or damaged during the term of this lease. All such replacements shall become the property of the City.

The Lessees' by executing this Agreement acknowledges the receipt of said items and that same are in reasonable good condition and upon termination of this lease will return same to the City in the same condition reasonable use, wear and tear excepted. See attached Inventory List.

**9. HEALTH CODE**

The Lessees' understands and agrees that the Riverlink Cafe shall be operated in full compliance with the New York State Sanitary Code and will immediately takes any corrective action as may be required by the City of Amsterdam, New York State Department of Health. In the event the food service operation is closed because of a violation by the Lessee of a federal, state, or local law, code, rule or regulations, the Lessees' shall pay the City, for each twenty-four (24) hours of closure, one hundred dollars. All corrective action expenses are the sole responsibility of the Lessees'.

**10. INSURANCE**

The Lessees' agrees and stipulates that it will assume all risks of liability for the Riverlink Cafe and shall be solely responsible and liable for all damages and costs resulting from all accidents, injuries and damages to persons or property. The Lessees' promises and agrees to indemnify and hold harmless the City, its officers and employees, from any and all claims, suits, causes of action and losses for injury or damage to persons or property of whatever kind and nature, arising out of or in connection with the Riverlink Cafe operation including but not limited to negligence or improper conduct of the Lessee, its officers, agents or employees or the failure by the Lessee, its agents, officers or employees to perform any obligations or commitments to the City or third parties arising out of, or resulting from the Lessees' use of the facilities.

The Lessees' shall, at its own expense, obtain an insurance policy to continue in full force and effect during the term of this contract in either of the following minimal amounts depending on its applicability:

General Liability

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	5,000

Liquor Liability

Aggregate	\$1,000,000
Each Common Cause	\$1,000,000

Workers Compensation & Employers Liability

Statutory Limits	
Each Accident	\$ 100,000
Disease – Policy Limit	\$ 500,000
Disease – Each Employee	\$ 100,000



Disability Benefits Liability

Statutory Limits

The insurance policy must absolve and release the City of Amsterdam, its officers, agents and servants from any and all claims for liability involving personal injuries and/or property damage arising out of the use or maintenance of the Riverlink Cafe. Additionally the General Liability coverage must be endorsed to name the City of Amsterdam and its' employees as additional insureds on a primary and non contributory bases. Certificates of insurance complying with the Insurance Requirements of the Lease must be submitted to the City Clerk prior to June 1<sup>st</sup> of each year or the commencement of operations and provide for prior written notification of cancellation. The Lessees' shall not be allowed to begin operation until the City has in its possession written proof of all of the insurances required.

**11. SERVICE MARK**

Any name, designation or any service mark proposed to be used or displayed at the premises shall be approved in advance in writing by the City. If for any reason, the Lessee ceases its operation in the Riverlink Cafe, the Lessees' right to use such name, designation or service mark shall immediately be extinguished and same will become the property of the City.

**12. LIQUOR LICENSE**

The Lessees' may apply to the New York State Liquor Authority within five (5) days of the execution of this agreement for a liquor license for the leased premises. The City of Amsterdam waives the 30 day notice requirement and has no objection to the application for a Liquor License. The Lessees' shall pay the full cost of such license.

**13. EMPLOYER RULES**

The Lessees' will maintain rules and regulations for its employees. Said rules and regulations shall be in accordance with all relevant local, state and federal laws. The Lessees' will determine the number and compensation of its personnel in accordance with its current schedule of wage rates.

**14. DEFAULT**

Any violation of any of the terms, conditions and covenants hereunder shall be considered a default of the entire agreement resulting in the forfeiture of security and other monies. Any default shall not preclude the City of Amsterdam from recovering damages resulting from the operation hereunder.

**15. ASSIGNMENT**

This Agreement may not be assigned or sublet without the expressed written consent of the City.

**16. ATTORNEY'S FEES**

The Lessees' agrees to pay the reasonable attorney's fees, cost and disbursements, paid or incurred by the City in successfully asserting any claim or cause of action against the Lessees', or in successfully defending any claim or cause of action arising against the City as a result of the actions of the Lessees'.

**17. ARBITRATION**

Any controversy, claim or cause of action arising out of or relating to this contract or the breach of this contract, shall be submitted to, and decided by arbitration, which arbitration shall be conducted in the City of Amsterdam and be administered by The American Arbitration Association in accordance with its then current commercial arbitration rules and in accordance with such other procedures, if any, as the parties to this agreement may mutually agree upon in writing, and the decision in such arbitration shall be final, non-appealable and binding on the parties to this contract. All costs and expenses (including without limitation, reasonable attorney’s fees and disbursements paid or incurred by the prevailing party in such arbitration shall be paid by the other party to the arbitration.

**19. Concerts and Other Events**

It is anticipated that the City of Amsterdam and the Amsterdam Waterfront Foundation will host events on at least every Saturday night in July and August. During said events and all other scheduled activities the café will be open 30 minutes prior to event and a minimum of 30 minutes after event. Lessees’ will assist in set up and breakdown of needed tables and chairs during Amsterdam Waterfront Foundation events.

Lessees’ may sponsor events at Riverlink Park, at its own expense, that do not conflict with events scheduled by the Amsterdam Waterfront Foundation or the City of Amsterdam. Lessees’ agrees to apply for a City of Amsterdam special event permit for each event Lessees’ intend to sponsor at Riverlink Park. With prior approval the Lessees’ may charge for attendance at any such event in a manner approved by the Recreation Director, provided that access to the park may not be completely restricted.

- 20. Catering by Third Party: A private event may be catered, at the election of the event sponsor, by a third party. In such event, a fee in the amount of \$500 shall be paid and said fee shall be received by the City.
- 21. Menu – it is agreed that the menu options to be made available shall be substantially consistent with the menu attached at “Schedule A” hereto.

**IN WITNESS WHEREOF**, the City has caused these presents to be signed by the **Mayor and the corporate seal** to be hereunto affixed, and **Lessees’** have caused these present to be signed.

DATED: \_\_\_\_\_  
MICHAEL CINQUANTI, MAYOR

DATED: \_\_\_\_\_  
BRENT YAGER

DATED: \_\_\_\_\_  
COREY YAGER