

COMMON COUNCIL MEETING

April 4, 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

5:45- PUBLIC HEARING- ORDINANCE B OF 2023- No stopping north side of Northern Blvd

5:55- PUBLIC HEARING – ORDINANCE A OF 2023- Prohibiting crow feeding within City.

COMMON COUNCIL MEETING

April 4, 2023

6:00PM

OLD BUSINESS

NEW BUSINESS

209. RESOLUTION APPROVING MINUTES	MARTUSCELLO
210. RESOLUTION AUTHORIZING BUDGET MODIFICATION: PD BODY WORN CAMERAS	COLLINS
211. RESOLUTION AWARDDING WTP CHEMICAL BIDS	D. GOMULA
212. RESOLUTION AUTHORIZING MONT. CO GRASS & BRUSH AGREEMENT	MARTUSCELLO
213. RESOLUTION TRANSFERRING FUNDS- POLICE DEPARTMENT VEHICLE PURCHASE	COLLINS
214. RESOLUTION AUTHORIZING BUDGET AMENDMENT - DPW/MVA	QUIST-DEMARS
215. RESOLUTION AUTHORIZING BUDGET AMENDMENT- REC/VETERAN'S PARK	MARTUSCELLO
216. RESOLUTION TRANSFERRING FUNDS- EMERGENCY MAIN REPAIR WORK LOCUST AVE	QUIST-DEMARS
217.RESOLUTION APPROVING MOA- AFSCME COUNCIL 66- LOCAL 1614	MAYOR
218. RESOLUTION AUTHORIZING AGREEMENT – TEVA STATEWIDE OPIOD	MAYOR
219. RESOLUTION APPROVING AUDIT	COLLINS

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

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

April 4, 2023

6:00PM

RESOLUTION #22/23-209

RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETING

BY: ALDERMAN MARTUSCELLO

RESOLVED, the minutes of the last Common Council Meeting of March 21, 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

April 4, 2023

6:00PM

RESOLUTION #22/23-210

RESOLUTION AUTHORIZING BUDGET MODIFICATION: POLICE DEPARTMENT BODY WORN CAMERAS

BY: ALDERWOMAN COLLINS

WHEREAS, the City of Amsterdam Police Department received \$80,000 from the NYS Department of Criminal Justice to be used toward new purchases of Body Worn Camera equipment.

WHEREAS, a Budget amendment is necessary to transfer funds received from the NYS DCJS grant to be used for associated expenses.

WHEREAS, the City of Amsterdam would like to allocate the 22/23 body worn camera budget allocation of \$33,559 toward the purchase of the new BACS kiosk and other expenses; Now, therefore be it,

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

INCREASE REVENUE:

A.3822 Other State Grants \$80,000

INCREASE EXPENSE:

A.3120.2000 Equipment Body Camera Line \$46,441

INCREASE EXPENSE:

A.3120.4000 Contractual Expenses \$33,559

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

April 4, 2023

6:00PM

RESOLUTION #22/23-211

RESOLUTION AWARDING WATER TREATMENT PLANT 2023 CHEMICAL BIDS

BY: ALDERMAN D. GOMULA

WHEREAS, the Water Treatment Plant Operator prepared specifications and the City Clerk was authorized to advertise for bids for the Water Treatment Plant chemicals;

WHEREAS, bids were open publicly on March 1, 2023 at 1pm in the Common Council Chambers;

WHEREAS, the Water Treatment Chief Plant Operator has reviewed the bids and submitted his recommendations for awarding; Now, therefore be it

RESOLVED, the following recommended bids are hereby awarded for the 2023 Water Treatment Plant chemicals:

ITEM 1	HYDRATED LIME	Univar Chemicals	1) \$488.90 2) \$589.00 pt
ITEM 2	SULFURIC ACID	Slack Chemical Co.	1) \$889.32 2) \$889.32 pt
ITEM 3	POLYALUMINUM CHLORIDE PC-605	Holland Company	1) \$660.00 pt 2) \$660.00pt
ITEM 4	CATIONIC POLYMER COAGULANT AID	Surpass Chemical Co. Inc.	1) \$1,854.70 2) \$1,854.70
ITEM 5	CORROSION INHIBITOR CARUS 8600	Carus Phosphates	1) \$2,480.00pt 2) \$2,480.00pt
ITEM 6	CATIONIC CO-POLYMER FILTER AID	Coyne Chemical Co. Inc.	1) \$7,411.76pt 2) \$7,529.41pt
ITEM 7	CAUSTIC SODA	Surpass Chemical Co. Inc.	1) \$361.60pt 2) \$361.60pt
ITEM 8	SODA ASH		NO BID

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 #22/23-212

RESOLUTION AUTHORIZING MAYOR TO EXECUTE CONTRACT WITH COUNTY OF MONTGOMERY FOR CONTROL OF GRASS AND BRUSH ON COUNTY HIGHWAYS

BY: ALDERMAN MARTUSCELLO

WHEREAS, the City of Amsterdam wishes to enter into a one-year contact with the County of Montgomery in the amount of \$148.00 relating to control of Grass and Brush on county highways, said contract covering June 1, 2023 and running through May 31, 2024; and

WHEREAS, a copy of the contract being attached hereto;

NOW THEREFORE, BE IT RESOLVED that the mayor is authorized to execute the attached contract with the County of Montgomery.

City of Amsterdam, NY

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

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2023

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6:00PM

RESOLUTION #22/23-213

RESOLUTION TRANSFERRING FUNDS- POLICE DEPARTMENT VEHICLE PURCHASE

BY: ALDERWOMAN COLLINS

WHEREAS, a transfer is necessary due to an unanticipated \$8,467.96 increase in the State contract price of a new vehicle.

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

DECREASE EXPENSE:

A.3120.2003 Police Equipment Repair \$1,464.44

INCREASE EXPENSE:

A. 3120.2104 Police Cars \$1,464.44

City of Amsterdam, NY

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

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2023

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RESOLUTION #22/23-214

RESOLUTION AUTHORIZING BUDGET AMENDMENT- DPW/MOTOR VEHICLE ACCIDENT

BY: ALDERWOMAN QUIST-DEMARS

WHEREAS, a budget amendment is necessary to cover costs related to a motor vehicle accident in which a fire hydrant was hit, damaged and now repaired; now therefore be it

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

INCREASE REVENUE:

F.2680	Insurance Recoveries	\$7,510.13
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INCREASE EXPENSE:

F.8340.4042	Replacement Parts	\$7,510.13
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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 #22/23-215

**RESOLUTION AUTHORIZING BUDGET AMENDMENT- RECREATION/
VETERAN'S PARK**

BY: ALDERMAN MARTUSCELLO

WHEREAS, a budget amendment is necessary to cover expenses for improvements to Veteran's Park; now therefore be it

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

INCREASE REVENUE:

A.2705	Donations	\$2,488.26
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INCREASE EXPENSE:

A.7020.4000	Contractual	\$2,488.26
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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 #22/23-216

RESOLUTION TRANSFERRING FUNDS- WATER FUND/EMERGENCY REPAIR WORK LOCUST AVE.

BY: ALDERWOMAN QUIST-DEMARS

WHEREAS, a transfer is necessary due to additional costs from a water main break on January 30th and emergency repair work that was required on Locust Avenue in the City of Amsterdam; and

WHEREAS, a transfer of \$60,000 was approved by the Council on February 7th for the initial repairs. Another transfer in the amount of \$51,448.99 is needed to pay the remainder of the expenses for the repair.

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

DECREASE EXPENSE:

F.1990.4036	Contingency	\$51,448.99
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INCREASE EXPENSE:

F.8340.4000	Contractual Expenses	\$51,448.99
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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: _____, 2023

COMMON COUNCIL MEETING

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RESOLUTION #22/23-217

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF AMSTERDAM AND THE AFSCME COUNCIL 66 – LOCAL 1614

BY: MAYOR CINQUANTI

WHEREAS, the City of Amsterdam (hereinafter “City”) and the AFSCME Council 66 – Local 1614 Department of Public Works (hereinafter “AFSCME”) are parties to a collective bargaining agreement which expired June 30, 2021 but has continued in effect by operation of law; and

WHEREAS, the City and AFSCME have been engaged in negotiations for a successor collective bargaining agreement; and

WHEREAS, the parties, with the assistance of a mediator assigned by the Public Employment Relations Board, have reached a Memorandum of Agreement setting forth the terms of a successor collective bargaining agreement for the period July 1, 2021 through June 30, 2026, a copy of which Memorandum of Agreement is attached hereto; and

WHEREAS, said Memorandum of Agreement is subject to ratification by the AFSCME membership and legislative approval by the Amsterdam Common Council; and

WHEREAS, the attached Memorandum of Agreement has been ratified by the AFSCME membership and is being recommended by the Mayor and the City’s negotiating team to the Amsterdam Common Council for approval; Now, therefore be it

RESOLVED, that the attached Memorandum of Agreement dated February 17, 2023 by and between AFSCME and the City of Amsterdam is hereby approved by the Amsterdam Common Council; and be it further

RESOLVED, that the Mayor is authorized to execute a collective bargaining agreement incorporating the terms of the Memorandum of Agreement in a form acceptable to counsel for the City.

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 #22/23-218

RESOLUTION APPROVING TERMS TEVA/NEW YORK STATEWIDE OPIOID SETTLEMENT AGREEMENT

BY: MAYOR CINQUANTI

WHEREAS, On July 26, 2022, Teva, a generic drug manufacturer, as well as its subsidiary drug distributor, Anda Inc., announced a \$4.35 billion global opioid settlement agreement (“Teva Global Agreement”). The proposal calls for Teva to pay up to \$3.7 billion in cash over 13 years and provide what Teva estimates as \$1.2 billion worth of the opioid overdose reversal drug naloxone; and

WHEREAS, The City of Amsterdam is one many participants in the litigation; and

WHEREAS, so as for the City of Amsterdam to participate in the TEVA/NEW YORK Statewide Opioid Settlement Agreement (“Teva NY Agreement”), a resolution of the Common Council is required; and

WHEREAS, the settlement amounts for the City of Amsterdam are not specifically known due to the level of participation by other municipalities being unknown at this time, among other unknown variables; and

WHEREAS, upon advice of special counsel representing the City of Amsterdam in said Opioid litigation and upon the advice of Corporation Counsel, the Common Council is desirous to have to the City of Amsterdam participate in said settlement agreement; Now, therefore be it

RESOLVED, that the City of Amsterdam stipulates to the terms of the TEVA NY Agreement and be it

FURTHER RESOLVED, that the Mayor, Corporation Counsel, Controller and/or Deputy Controller are authorized to execute any and all documents in connection therewith.

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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6:00PM

RESOLUTION #22/23-219

RESOLUTION APPROVING AUDIT

BY: ALDERWOMAN COLLINS

RESOLVED, the bills and documentation of same presented in “Pre-Check Writing Report Parameter” dated April 4, 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
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

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.

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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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.

City of Amsterdam, NY

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

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2023

**COUNTY OF MONTGOMERY DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR CONTROL OF
GRASS AND BRUSH ON COUNTY HIGHWAYS**

City of Amsterdam: Road Miles: 0.37 (Sandy Dr.)

2023/2024 Mowing Price/Mile: \$400.00 – Total Grass and Brush Control Contract: \$148.00

This Agreement, made this _____ day of _____, 20____, by and between the County of Montgomery (hereinafter called the “County” and the City of Amsterdam hereinafter called the “Town”) beginning June 1, 2023 and ending May 31, 2024.

Whereas, Section 135-a of the Highway Law provides that the Commissioner of Public Works may contract with any Town for the control of grass and brush on any county road, with the approval by Resolution of each of the legislative bodies of such County and Town; and

Whereas, Resolution No. 84 of 2023 authorizes contracting such grass and brush control within the ten (10) Towns, and the City of Amsterdam, with the approval by Resolution of each of those legislative bodies:

Now, therefore, in consideration of the mutual covenants and agreements between the parties hereto;

WITNESSETH:

1) **TERM:** This Agreement shall be from June 1, 2023 to May 31, 2024.

2) **SERVICES:**

- a. The Town shall clear such County highways and right of ways of grass and brush within the boundaries of such Town as designated by the Commissioner, to provide safe driving conditions
- b. The Town shall furnish to the Commissioner a certificate or certificates of insuring showing they comply with the County’s insurance requirements as attached hereto as “Schedule A”. The County must be named as an additional insured. All Certificates must be submitted with the signed contract.

**COUNTY OF MONTGOMERY DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR CONTROL OF
GRASS AND BRUSH ON COUNTY HIGHWAYS**

- c. This agreement may be suspended on five days' written notice by the Commissioner for failing to perform. Upon any suspension the Town shall be liable on a per diem basis (total amount of the contract divided by 365 per day) for any days for which the Agreement is suspended. Payment must be submitted within thirty (30) days. Failure to submit payment within thirty (30) days will result in interest being added to the outstanding balance. If the Agreement is reinstated and payment has not been made by the Town the owed money and interest can be withheld by the County on the subsequent payment at the County's sole option.
 - d. The Town shall be paid by the County for work performed under this agreement at the rate of \$400.00 per mile of County highways, for grass and brush control for 2023/2024.
 - e. One half of the total contract price for grass and brush control shall be paid by the 15th day of July, or within thirty days after the executed Agreement with necessary proof of insurance is received from the municipality, whichever is later, and the balance will be paid after an inspection of County roads has been made in the fall, but in no event later than October 1st. If this inspection shows damage caused in excess of \$2,500.00, the Town shall be held liable for said damage pursuant to the terms set forth in Paragraph "c" above.
- 3) **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.
- 4) **WAIVER**: Failure or delay of either party to exercise a right under this Agreement shall not be considered a waiver of that right.
- 5) **AGENCY**: This agreement in no way establishes an agency relationship between the Town and the County. 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.

**COUNTY OF MONTGOMERY DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR CONTROL OF
GRASS AND BRUSH ON COUNTY HIGHWAYS**

- 6) **HOLD HARMLESS:** The Town shall hold the County harmless and indemnify the County 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 arising out of this Agreement.

- 7) **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, signed and acknowledged by the authorized officers and/or representatives of both parties. The terms of this Agreement shall be binding upon the assigns of the parties hereto, in the event of approved assignment.

- 8) **MODIFICATION:** There shall be no oral modifications of this agreement and any modification or amendment of the terms of the agreement shall not be binding unless executed in writing by authorized officers and/or representatives of both parties. The terms of this written agreement contain entire understanding between the parties and supersede any oral representations previously made.

- 9) **VENUES AND DISPUTES:** The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Montgomery County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Town shall proceed diligently with performing the terms of this Agreement. The Town waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- 10) **EXECUTORY:** This Agreement shall be deemed executory only to the extent of money available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond money available for the purposes thereof.

- 11) **DISCRIMINATION:** That the Town hereby further agrees that it will not discriminate against anyone on the grounds of race, color, natural origin, or handicap.

- 12) **COMPLIANCE:** That the Town hereby further agrees that it will comply with all the Federal, State and County Laws, Rules, Regulations, Codes and Ordinances on its part to be complied with in the performance of this Agreement.

**COUNTY OF MONTGOMERY DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR CONTROL OF
GRASS AND BRUSH ON COUNTY HIGHWAYS**

This Agreement shall bind the successors' assigns and representatives of the parties hereto.

In witness thereof, this Agreement has been executed by the County and the Town has caused this agreement to be executed by its duly authorized officers on the day and year first above written.

Accepted for Montgomery County

Name: Matthew Ossenfort
Title: County Executive
Date:

Accepted for the City of Amsterdam

Name:
Title:
Date:

SCHEDULE A
GENERAL INSURANCE REQUIREMENTS FOR
GRASS AND BRUSH AGREEMENT
ON COUNTY HIGHWAYS
MONTGOMERY COUNTY, NEW YORK

INSURANCE: Contractor/vendor shall not commence work under this contract until the contractor/vendor has obtained all insurance required under the following paragraphs and such insurance has been approved by the County of Montgomery.

Worker's Compensation Insurance: Contractor/vendor shall take out and maintain during the life of this contract, Worker's Compensation Insurance and employer's liability insurance for all the contractor's/vendor's employees employed at the side of the project. **PROOF OF WORKER'S COMPENSATION INSURANCE MUST BE PROVIDED ON THE FOLLOWING FORMS ONLY:**

- a) If coverage is obtained from an insurance carrier, on forms c-105.2(9-07) or U-26.3.
- b) If contractor/vendor is self-insured or participates in an authorized group self-insurance plan, on forms SI-12 or GSI-105.2

Please note that ACORD forms are NOT acceptable proof of New York State Worker's Compensation Insurance.

If contractor/vendor is legally exempt from obtaining worker's compensation insurance, proof of such exemption **MUST BE PROVIDED** on the following form:

- a) WC/DB-100 (9-07), Affidavit for New York Entities with No Employees and Certain out of State Entities, That New York State Worker's Compensation and/or Disability Benefits Insurance Coverage is not required.

New York State Disability Benefits: Contractor/Vendor shall maintain coverage as required by law for disability benefits. **PROOF OF DISABILITY COVERAGE MUST BE PROVIDED ON THE FOLLOWING FORMS ONLY:**

- a) If coverage is obtained from an insurance carrier, on forms DB-120.1 or DB-820-829.
- b) If contractor/vendor is self-insurance, on form DB-155.

Please note that ACORD forms are NOT acceptable proof of New York State disability insurance.

If contractor/vendor is legally exempt from obtaining disability benefits coverage, proof of such exemption **MUST BE PROVIDED** on the following form:

- a) WC/DB-100 (9/07), Affidavit for New York Entities with No Employees and Certain out of State Entities, That New York State Worker's Compensation and/or Disability Benefits Insurance Coverage is not required.

General Liability Insurance: The contractor/vendor shall take out and maintain during the life of the contract, such bodily injury, personal injury and property damage liability insurance as shall protect him and the County from claims for damages including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the contractor/vendor to maintain such insurance in amounts sufficient to fully protect himself and the County, but in no instance shall amounts be less than those set forth below. These amounts are specified only to establish the MINIMUM coverage acceptable.

Schedule A (continued)

Bodily injury, property damage, and personal injury liability insurance in an amount not less than \$1,000,000 (one million dollars) per occurrence for injuries, including wrongful death subject to an annual aggregate limit in an amount less than \$2,000,000 (two million dollars)

Other Conditions of General Liability Insurance:

1. Coverage shall be written on Commercial General Liability form, or its equivalent.
2. Coverage shall include:
 - A. contractual liability
 - B. independent contractors
 - C. products and completed operations
3. County of Montgomery, County Office Building Annex, 20 Park Street, P.O. Box 1500, Fonda, New York 12068, shall be added to the General Liability policy as "Additional Insured."

Automobile Liability Insurance:

Automobile bodily injury liability and property damage liability insurance shall be provided by the contractor/vendor with a minimum combined single limit (CSL) of \$1,000,000 (one million dollars) per accident.

Other conditions of Automobile Liability Insurance:

1. Coverage Shall include:
 - A. Owned, hired car and non-owned vehicles

Evidence of Insurance:

The contractor/vendor shall file with the County insurance office before commencing work under this contract, a certificate of Insurance which shall bear the following information:

1. Name and address of Insured.
2. Titles and location of operations to which insurance applies.
3. Policy number, insurance company name and type or types of insurance in force there under on date borne by such certificate.
4. Inception and expiration dates of policies and limit or limits of liability thereunder on date borne by such certificate.
5. Thirty day notice of cancellation or non-renewal.
6. If contractor's/vendor's insurance policies should expire or not be renewed during the life of the contract, the contractor/vendor shall provide the County with a new certificate of insurance which indicates the replacement policy information as requested above.
7. County of Montgomery, Montgomery County Office Annex Building, 20 Park Street, P.O. Box 1500, Fonda, New York, shall be added to the General Liability policy as "Additional Insured."