

COMMON COUNCIL
Regular Session
January 5, 2016

Present: Alderman Gressler, Alderman Shaffer, Alderwoman Jodway, Alderman Welyczko, Alderman Ruffing, Alderman DeLuca, Alderman Carter, Alderman Atutis, City Attorney Jennifer Chrisman, City Treasurer David Petkovsek, Mayor Mark Blask, and City Clerk Kira Andrilla

Comments from the floor:

No comments

Minutes:

The minutes of the December 1, 2015 Regular Session were approved as printed and placed on file in the City Clerk's office on motion of Alderman Carter and seconded by Alderman Shaffer.

All in favor: Gressler, Shaffer, Welyczko, Ruffing, DeLuca, Carter, Atutis
Abstain: Jodway

Alderwoman Jodway abstained from voting due to the fact she was not present at the December Common Council Meeting.

Bills:

Bills for the period of December 1, 2015 through January 5, 2016 in the amount of **\$143,816.89. Current Check numbers 19316-19338, prepaid \$956.32 Check numbers 19183, 19291, 19292, 19302** were approved as audited on motion of Alderman Carter and seconded by Alderman Ruffing.

Roll Call: Gressler, Shaffer, Jodway, Welyczko, Ruffing, DeLuca, Carter, Atutis

Monthly Report:

The report of the City Clerk and Court Clerk for the month of December 2015 was accepted and placed on file on motion by Alderman DeLuca and seconded by Alderman Shaffer.

All in favor: Gressler, Shaffer, Jodway, Welyczko, Ruffing, DeLuca, Carter, Atutis

Resolution #1
January 5, 2016
2016 Common Council President

WHEREAS, Alderman Carter motioned to have Alderman Ruffing be the 2016 Common Council President. The motion was seconded by Alderman Shaffer.

All in favor: Gressler, Shaffer, Jodway, Welyczko, Ruffing, DeLuca, Carter, Atutis

Resolution #2
January 5, 2016
Official Bank

RESOLVED, that the City Treasurer shall duly deposit all City funds of every name and nature whether currency, checks, drafts, or other evidences of indebtedness to the credit of such City in the following banking institutions which are hereby made the depositories of such City funds namely by Berkshire and Adirondack Bank and M&T Bank of Little Falls, NY for the year 2016; and

RESOLVED FURTHER, that Times Telegram be designated as the "Official Newspaper" for the year 2016, and hereby designated to publish the places of registry, voting and ward boundaries in accordance with the Election Law and,

RESOLVED FURTHER, that Station WKTV, shall be known as the official news station for the year 2016.

This resolution shall take effect upon hereof by the Common Council

Dated: January 5, 2016

Kira Andrilla
City Clerk of the City of Little Falls

Motion by Alderwoman Jodway
Seconded by Alderman Shaffer

All in favor: Gressler, Shaffer, Jodway, Welyczko, Carter Atutis
Abstain: DeLuca

Alderman DeLuca abstained from voting because he felt it was a conflict of interest due to him working at WKTV.

Resolution #3
January 5, 2016
Payment Schedule

WHEREAS, section 210 of the Charter of the City of Little Falls provides that “of the City Officers shall be payable in such installments and at such times as the Common Council shall determine.

NOW, THEREFORE, BE IT RESOLVED, that the City Treasurer be and is hereby authorized, empowered and directed to pay bi-weekly all fixed salaries on the Common Council payroll with the exception of the Mayor and Aldermen, whose salaries shall be paid in equal monthly installments for the year 2016.

This resolution shall take effect upon hereof by the Common Council

Dated: January 5, 2016

Kira Andrilla
City Clerk of the City of Little Falls

Motion by Alderwoman Jodway
Seconded by Alderman Atutis

All in favor: Gressler, Shaffer, Jodway, Welyczko, Ruffing, DeLuca, Carter, Atutis

Resolution #4
January 5, 2016
Special Prosecutor

WHEREAS, the City of Little Falls has a need for a Special Prosecutor to prosecute Traffic violations which occur within the City, and

WHEREAS, the Mayor of the City of Little Falls has by letter appointed G. Gerald Fiesinger Jr. to serve as said Special Prosecutor for one year, said term to expire on December 31, 2016;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls, New York, that the salary for said position of City Prosecutor be fixed and approved at \$4,000 for year 2016.

This resolution shall take effect upon hereof by the Common Council

Dated: January 5, 2016

Kira Andrilla
City Clerk of the City of Little Falls

The salary for the Special Prosecutor is the same from the year of 2015.

Motion by Alderman DeLuca
Seconded by Alderman Gressler

All in favor: Gressler, Shaffer, Jodway, Welyczko, Ruffing, DeLuca, Carter, Atutis

Resolution #5
January 5, 2016
Polling Place

RESOLVED, effective immediately, the following place is and hereby is designated and fixed as the polling place for Election Districts in the City of Little Falls for the year 2016 Council 01-06-16

HOLY FAMILY PARISH GYMANSIUM JOHN STREET

First Ward: First District and Second District
Second Ward: First District and Second District
Third Ward: First District and Second District
Fourth Ward: First District and Second District and Third District

This resolution shall take effect upon hereof by the Common Council

Dated: January 5, 2016

Kira Andrilla
City Clerk of the City of Little Falls

Motion by Alderman Atutis
Seconded by Alderman Welyczko

All in favor: Gressler, Shaffer, Jodway, Welyczko, Ruffing, DeLuca, Carter, Atutis

Resolution #6
January 5, 2016
Dog Control Officer

WHEREAS, the agreement between the Dog Control Officer and the City of Little Falls has expired on December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the appointment of Larry Ortlieb of 87 Church Street, Little Falls be hereby approved for a period of one year for a term of January 1, 2016 to December 31, 2016 and the Mayor be and hereby is authorized

empowered and directed to enter into said agreement with the Dog Control Officer for the year 2016 at the following salary:

- 1) Compensation for 2016 \$3,000

This resolution shall take effect upon hereof by the Common Council

Dated: January 5, 2016

Kira Andrilla
City Clerk of the City of Little Falls

The salary for the Dog Control Officer is the same from the year of 2015.

Motion by Alderman Carter
Seconded by Alderman DeLuca

All in favor: Gressler, Shaffer, Jodway, Welyczko, Ruffing, DeLuca, Carter, Atutis

Alderwoman Jodway asked about the Dog Control report. City Clerk will ask the Police Chief if he receives one on a monthly basis.

Resolution #7
January 5, 2016
Authorization for Mayor

RESOLVED, that the Mayor and City Clerk are and hereby authorized and directed to draw warrants on the City Treasurer for bonds and notes, as and when they become due to payable for the year 2016.

This resolution shall take effect upon hereof by the Common Council

Dated: January 5, 2016

Kira Andrilla
City Clerk of the City of Little Falls

City Treasurer David Petkovsek explained that there are bonds that need to be attested to by the City Clerk. If the City Clerk is not available this gives the Mayor the authorization to sign in her absence.

Motioned by Alderman Carter
Seconded by Alderman Shaffer

All in favor: Gressler, Shaffer, Jodway, Welyczko, Ruffing, DeLuca, Carter, Atutis

Resolution #8
January 5, 2016
City Attorney

WHEREAS, the City of Little Falls has a need for a City Attorney within the City, and

WHEREAS, the Mayor of the City of Little Falls has appointed Jennifer L. Chrisman, Esq. to serve as said City Attorney for a term of one year, with said term to expire on December 31, 2016, and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls, that the salary for said position of City Attorney shall be fixed and approved at \$26,000 for the year 2016.

This resolution shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016

Kira Andrilla
City Clerk of the City of Little Falls

The salary for the City Attorney is the same from the year of 2015.

Motion by Alderwoman Jodway
Seconded: Alderman DeLuca

All in favor: Gressler, Shaffer, Jodway, Welyczko, Ruffing, DeLuca, Carter, Atutis

Alderwoman Jodway asked what the City Attorney's availability is. City Attorney Chrisman informed the Council that her hours are Monday through Friday 9am-5pm.

Resolution #9
Tax Anticipation Note Resolution Dated January 5, 2016

A Resolution delegating to the City Treasurer of the City of Little Falls, Herkimer County, New York, The Power to authorize the issuance of and to sell not exceeding \$1,300,000 Tax Anticipation notes of said city in anticipation of the collection of taxes levied for the fiscal year 2016 of city commencing January 1, 2016.

By Alderperson

Now, Therefore Be it resolved, by the Common Council of the City of Little Falls, Herkimer County, New York, as follows:

Section 1. Subject to the provision of the Local Finance Law, the power to authorize the issuance of and to sell not exceeding \$1,300,000 tax anticipation notes of the City of Little Falls, Herkimer County, New York, including renewals thereof, in anticipation of the collection of taxes levied or to be levied for the fiscal year of said City Commencing January 1, 2016 is hereby delegated to the City Treasurer of said City, the Chief fiscal officer. Such notes shall be issued on or about February 1, 2016 and shall have maturity date on or before June 1, 2016. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by City Treasurer, consistent with the provision of the Local Finance Law.

Section 2. This resolution shall take effect immediately.

Motion by Alderwoman Jodway
Seconded by Alderman DeLuca

All in favor: Gressler, Shaffer, Jodway, Welyczko, Ruffing, DeLuca, Carter, Atutis

Mayor Blask asked the City Treasurer to explain a little on this resolution. City Treasurer explained this is borrowed short term. It is to help with cash flow due to taxes coming in May 1st and the City budget not being approved till April.

Appointments:

Resolution # 10 Urban Renewal Board

WHEREAS, there is a vacancy/are vacancies on the **Urban Renewal Board**, and

WHEREAS, pursuant to Article 2, Section 204 of the Charter, the Mayor of the City of Little Falls, with the consent of the Common Council, has the authority to appoint members of the **Urban Renewal Board**;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls, that the Common Council consents to the appointments of **Ralph Renzulli, Laura Powers, Justin Welyczko, and Stan Zysk** to the Urban Renewal Board.

This resolution and appointment shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016
Motion by Alderman DeLuca
Seconded by Alderman Shaffer

All in favor: Gressler, Shaffer, Jodway, Ruffing, DeLuca, Carter, Atutis
Abstain: Welyczko

Alderman Welyczko abstained from voting due to him be appointed to the board.

Resolution #11
Planning Board

WHEREAS, there is a vacancy/are vacancies on the **Planning Board** and

WHEREAS, pursuant to Article 2, Section 204 of the Charter, the Mayor of the City of Little Falls, with the consent of the Common Council, has the authority to appoint members of the **Planning Board**;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls, that the Common Council consents to the appointments of **Michael Ryan and Alan Chace** to the Planning Board.

This resolution and appointment shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016
Motion by Alderman Carter
Seconded by Alderman Shaffer

All in favor: Gressler, Shaffer, Jodway, Ruffing, DeLuca, Carter, Atutis

Resolution #12
Canal Harbor/Tourism

WHEREAS, there is a vacancy/are vacancies on the **Canal Harbor/Tourism** and

WHEREAS, pursuant to Article 2, Section 204 of the Charter, the Mayor of the City of Little Falls, with the consent of the Common Council, has the authority to appoint members of the **Canal Harbor/Tourism Committee**;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls, that the Common Council consents to the appointments of **Katie Marhaver and Michael Lonis** to the Canal Harbor/Tourism Committee.

This resolution and appointment shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016
Motion by Alderman DeLuca
Seconded by Alderman Shaffer

All in favor: Gressler, Shaffer, Jodway, Ruffing, DeLuca, Carter, Atutis

City Attorney discussed the amendment regarding the two committees and that it stated in the amendment that two business professionals could be on this committee. Therefore, out of town residents can be appointed to this particular committee.

Resolution #13
Recreation

WHEREAS, there is a vacancy/are vacancies on the **Recreation** and

WHEREAS, pursuant to Article 2, Section 204 of the Charter, the Mayor of the City of Little Falls, with the consent of the Common Council, has the authority to appoint members of the **Recreation**;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls, that the Common Council consents to the appointment of **Billy Petkovsek** to the Recreation Commission.

This resolution and appointment shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016
Motion by Alderman Atutis
Seconded by Alderman Ruffing

All in favor: Gressler, Shaffer, Jodway, Ruffing, DeLuca, Carter, Atutis

Resolution #14
Board of Property Maintenance

WHEREAS, there is a vacancy/are vacancies on the **Board of Property Maintenance** and

WHEREAS, pursuant to Article 2, Section 204 of the Charter, the Mayor of the City of Little Falls, with the consent of the Common Council, has the authority to appoint members of the **Board of Property Maintenance**;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls, that the Common Council consents to the appointment of **Rob Richard** to the Board of Property Maintenance Board.

This resolution and appointment shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016
Motion by Alderman DeLuca
Seconded by Alderman Welyczko

All in favor: Gressler, Shaffer, Jodway, Ruffing, DeLuca, Carter, Atutis

Resolution #15
Zoning Board

WHEREAS, there is a vacancy/are vacancies on the **Zoning Board** and

WHEREAS, pursuant to Article 2, Section 204 of the Charter, the Mayor of the City of Little Falls, with the consent of the Common Council, has the authority to appoint members of the **Zoning Board**;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls, that the Common Council consents to the appointment of **Stan Dickson** to the Zoning Board.

This resolution and appointment shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016
Motion by Alderman Shaffer
Seconded by Alderman DeLuca

All in favor: Gressler, Shaffer, Jodway, Ruffing, DeLuca, Carter, Atutis

Re-appointments

Resolution # 16
Board of Public Works

WHEREAS, there are re-appointments on the **Board of Public Works** and

WHEREAS, pursuant to Article 2, Section 204 of the Charter, the Mayor of the City of Little Falls, with the consent of the Common Council, has the authority to appoint members of the **Board of Public Works**;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls, that the Common Council consents to the re-appointments of **Rodney St. Louis, James Kaufman, Stephen Keyser and David Carpineti** to the Board of Public Works.

This resolution and appointment shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016
Motion by Alderwoman Jodway
Seconded by Alderman DeLuca

All in favor: Gressler, Shaffer, Jodway, Ruffing, DeLuca, Carter, Atutis

Resolution # 17
Police and Fire Board

WHEREAS, there are re-appointments on the **Police and Fire Board** and

WHEREAS, pursuant to Article 2, Section 204 of the Charter, the Mayor of the City of Little Falls, with the consent of the Common Council, has the authority to appoint members of the **Police and Fire Board**;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls that the Common Council consents to the re-appointments **George LaQue, Richard Miller, Mark Feane, and Tom Wind** of to the Police and Fire Board.

This resolution and appointment shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016
Motion by Alderman Welyczko
Seconded by Alderman Gressler

Roll Call: Gressler, Shaffer, Jodway, Ruffing, DeLuca, Carter, Atutis

Resolution #18
Golf Commission

WHEREAS, there are re-appointments on the **Golf Commission** and

WHEREAS, pursuant to Article 2, Section 204 of the Charter, the Mayor of the City of Little Falls, with the consent of the Common Council, has the authority to appoint members of the **Golf Commission**;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls that the Common Council consents to the re-appointments **Eugene Bannon, Todd Dillon, Richard Zaklukiewicz, Robert Pawluk and Terry Barrett** of to the Golf Commission.

This resolution and appointment shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016
Motion by Alderman DeLuca
Seconded by Alderman Gressler

All in favor: Gressler, Shaffer, Jodway, Ruffing, DeLuca, Carter, Atutis

Resolution #19
Emergency Services Agreement between City of Little Falls and Town of Little Falls

**EMERGENCY SERVICE AGREEMENT
BETWEEN
CITY OF LITTLE FALLS
AND
TOWN OF LITTLE FALLS
2016**

This **AGREEMENT** made this 5th day of January, 2016, between the **TOWN OF LITTLE FALLS**, a municipal corporation located in the County of Herkimer and State of New York, Party of the First Part, and the **CITY OF LITTLE FALLS**, a municipal corporation located in said County and State, Party of the Second Part.

WITNESSETH:

That the said parties hereto have and hereby do mutually agree as follows:

1. The Party of the Second Part agrees to respond to calls from any responsible person of the Tow of Little Falls in case of emergency in any part of the fire protection district of the said Town of Little Falls.
2. The Party of the Second Part agrees that such firefighters, who are members of the said regularly, organized Fire Department of the said City of Little Falls, and who answer such calls, shall be protected by compensation insurance, according to law.

3. The Town of Little Falls, the Party of the First Part herein, agrees to pay to the said City of Little Falls, the Party of the Second Part herein, for emergency services under and by virtue of the terms of this contract for a **one year period commencing as of January 1, 2016 and ending December 31, 2016 at the sum of \$62,011.95** per annum for the year 2016.
4. The Party of the Second Part reserves the right to refuse to accept a call from within described fire protection district provided that, at the time of such call, its apparatus and Firefighters are engaged in the extinguishing of fire in its own municipality, are not available, but in any event, said party of the second part for failure or omission to answer any such, in no wise shall be subjected to penalty or penalties, damages or any losses whatsoever in the premises; and the Party of the First Part covenants and agrees and so binds itself, to indemnify and save harmless said party of the second part from any loan, cost or damages in the premises whatsoever, directly or indirectly, growing out of or attributable to said party's response to any such call or calls, or for failure to respond thereto.
5. It is understood and agreed that if any Firefighter shall be injured while going to or returning from any emergency, or at the time of said emergency, while in the performance of their duties, they shall notify the officer in charge at once, and such officer shall in turn notify the Supervisor of the Town of Little Falls, duly appointed for such service.
6. This contract does not apply in any case to a forest fire within such fire protection district; as such fires must be handled under the rules set by the Conservation Department of the State of New York, and are under the control of Fire Wardens of the Town of Little Falls, duly appointed for such services.
7. The City of Little Falls, the Party of the Second Part, in responding to any emergency hereunder, will not remain at the scene of the emergency after the fire hazard involved is gone and in any event, will not remain on any incident longer than four (4) hours, unless a particular hazard exists that long or exceeds that period of time, and upon leaving the scene, it will be expected that the party of the first part, The Town of Little Falls, and/or the property owner in question will take over the responsibility of cleaning up and extinguishing any minor fire remnants.
8. All claims for services rendered under the terms of the contract must be submitted on a regular Town audit blank and such claim

shall set forth in detail such services rendered and when duly sworn to shall be filed with the Town Clerk of Little Falls for audit, and such person signing any claim must be an elected or appointed official of the Party of the Second Part herein, submitting said claim.

9. The Fire Department of the said Party of the Second Part shall, at all times during the period of the agreement, be subject to call for attendance upon any incident occurring in such fire protection district, except grass and forest fires when such grass and forest fires do not endanger buildings or other improvements. Whether or not the Department should respond to the fire is left entirely to the discretion of the officer in charge of the Fire Department of the City of Little Falls.
10. **This contract will end and terminate on the 31st day of December, 2016.**

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, through their duly authorized and respective officials the day and year hereinabove first written.

TOWN OF LITTLE FALLS

BY: _____
Town Supervisor

Attest: _____
Town Clerk

CITY OF LITTLE FALLS

BY:- _____
Mayor

By: _____
City Clerk

STATE OF NEW YORK)

SS:

COUNTY OF HERKIMER)

On this ____ day of _____, of 20__, before me personally came Mark Blask, to me known who, being by me duly sworn, did depose and say that he resides in Little Falls, New York; that he is the Mayor of the City of Little Falls, the Municipal Corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Common Council, and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)

SS:

COUNTY OF HERKIMER)

On this ____ day of _____, 20__, before me personally came _____, To me known, who, bring by me duly sworn, did depose and say that he resides in the Town of Little Falls, New York; that he is the Supervisor of the Town of Little Falls, The Municipal Corporation described; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the _____, and that he signed his name thereto by like order.

Notary Public

January 5, 2016

**RESOLUTION No. 19 OF THE COMMON COUNCIL OF THE
CITY OF LITTLE FALLS**

WHEREAS, the Emergency Services Agreement between the City of Little Falls and Town of Little Falls expired on December 31, 2015; and

WHEREAS, the Town of Little Falls wishes to renew said contract for the period of January 1, 2016 through to December 31, 2016;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls, that the City of Little Falls enters into and authorizes the Mayor to execute the an Emergency Services Agreement with the Town of Little Falls for the period of January 1, 2016 through to December 31, 2016.

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This resolution shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016

Motion by Alderman Carter

Second by Alderman Shaffer

Roll Call: Gressler, Shaffer, Jodway, Welyczko, Ruffing, DeLuca, Carter, Atutis

Kira Andrilla, City Clerk of the City of Little Falls

City Attorney explained that this was a 5% increase from 2015. The 5% increase has been the standard rate for a few years. The reason for a one year contract is to keep the contracts lined up together.

New Business:

Alderman Shaffer asked if there had been any talks with other neighboring townships about providing services. Mayor Blask said there had not, due to the fact that he has just began his term as Mayor, but he would be willing to discuss an agreement with anyone who wants to talk.

Old Business:

Alderman Gressler asked about the no smoking policy that was passed at the December meeting. City Clerk informed the Council that the resolution has been done.

EXECUTIVE SESSION WAS CALLED AT 7:22 pm with a motion made by Alderman Ruffing and seconded by Alderman Shaffer with all in favor.

RECONVENE at 7:35 with the motion made by Alderman Ruffing and seconded by Alderwoman Jodway with all in favor.

Mayor Blask described a few of the disputations regarding resolution #20 1.) Will not be retroactive 2.) Back into the Clerical Group contract 3.) Cost saving to the City and 4.) No overtime.

Resolution #20

CITY OF LITTLE FALLS

**659 E. MAIN STREET
LITTLE FALLS, NEW YORK 13365**

FAX (315) 823-4406

AMENDED AGREEMENT 2014-2016

**Between CITY OF LITTLE FALLS
And THE CLERICAL EMPLOYEES GROUP**

THIS AGREEMENT, ENTERED INTO THIS 17th day of June, 2014, and amended on the 19th day of November, 2015 and on the 5th day of January, 2016 by and between the CITY OF LITTLE FALLS (hereinafter referred to as the Employer), and THE CITY CLERICAL EMPLOYEES GROUP (hereinafter referred to as the Employees), shall be as follows:

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the City Clerical Employees Group as the sole and exclusive representative for all full - time office clerical personnel holding Civil Service classified positions with the City of Little Falls governmental unit.

Section 2. The City Clerical Employees Group affirms that it does not assert the right to strike against the Employer and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II - MANDATED LEGISLATION

Nothing in this Agreement shall prohibit the Employees from receiving more advantageous benefits mandated by State, Federal, or City legislation that presently exists or that may be enacted during the term of this agreement.

ARTICLE III - LIFE INSURANCE

The Employer shall pay the full premium on a Life Insurance Policy for each employee. Said policy shall be for \$15,000.00 Life Insurance with an Accidental Death & Dismemberment rider in the amount of \$15,000.00. In addition, the policy shall provide for Life Insurance for the Employee's spouse in the amount of \$5,000.00 and for each dependent child in the amount of \$1,500.00 from 14 days to age 6 months and in the amount of \$5,000.00 from the age of six months to the maximum allowable age for coverage. Upon attaining the age of 70, policy amount decreases from \$15,000 to \$7,500 for Employee and from \$5,000 to \$2,500 for the spouse.

ARTICLE IV – HEALTH INSURANCE

Section 1. The Employer agrees to provide each member with hospital, medical and major medical plans for the Employees and their dependents. This shall include an Optical plan or Dental Plan for employees and their dependents.

Section 2. The City agrees to offer the option to each employee to enroll (individual or family) in a free standing cancer treatment policy. Employees who opt in will contribute twenty percent (20%) of the premium.

Section 3. Employees enrolled in the medical insurance plan shall receive a Health Reimbursement Account (“HRA”). Employees enrolled in the individual medical insurance plan will be provided an HRA in the amount of \$475. Employees enrolled in the medical insurance plan along with their spouse or child will be provided an HRA in the amount of \$625. Employees enrolled in the family medical insurance plan will be provided an HRA in the amount of \$725. The funds of the HRA can be used for out of pocket expenses for medical/dental/optical/ prescription incurred by the employee or covered family members. Said funds shall be replenished each new policy period. Any remaining funds shall not roll over.

The HRA shall be considered a separate negotiable item to be renegotiated upon the expiration of the contract or a change of the medical insurance plan whichever occurs first. The HRA shall not be available to retired employees or employees who do not receive health insurance benefits through the City as discussed in Section 8 below.

Current employees who do not receive health insurance benefits through the City, shall be entitled to \$225 per year, per family for optical and/or dental expenses. Employees will submit receipt to the City Treasurer for such and be reimbursed by the City.

Section 4. At the time of retirement, employee may choose to use two (2) days of accumulated sick days (not to exceed 190 days) for one month of full coverage of existing hospitalization coverage, with the stipulation the City Treasurer be notified of the employees intent to exercise this option prior to February 1st of that year.

Section 5. Upon retirement, the Employer will provide the Employees and dependents with one month of paid hospitalization coverage for each day of unused sick leave, not to exceed 190 days, and premiums not to exceed 50% per month for employees hired before January 1, 1996. For employees hired after January 1, 1996, the City shall contribute \$50.00 or 30% per month, whichever is greater.

Section 6. The Employer may change the health carrier or method of providing health insurance with thirty (30) days' notice to the group, only if benefits are comparable or better.

Section 7. Effective as of contract adoption, Health Insurance contributions will be as follows: **(AMENDED - 07/03/01)**. All employees hired prior to January 1, 1996 shall contribute to their health insurance premiums as follows:

2014 - \$130.00 for single coverage - \$315.00 for family coverage
2015 - \$130.00 for single coverage - \$315.00 for family coverage
2016 - \$130.00 for single coverage - \$315.00 for family coverage
All employees hired after January 1, 1996 shall contribute to their health insurance premiums as follows:

2014 - \$545.00 for single coverage - \$1270.00 for family coverage
2015 - \$545.00 for single coverage - \$1270.00 for family coverage
2016 - \$545.00 for single coverage - \$1270.00 for family coverage

Section 8. A Flex Plan (Section 125) will be put into effect for health related benefits only, as of 1/1/2000.

Section 9. Members may have the option to drop out of the City's health insurance plan. The member will receive fifty percent (50%) of the premium amount of the level at which they leave the plan (family or individual) equally distributed bi - weekly. The member will show proof that the member taking this option is fully covered by another health insurance company. The member may re - enter following established procedures.

Section 10. Employees may choose to receive a cash payment of (\$100.00) One Hundred Dollars per day times the number of sick days accumulated to a maximum of 190 days. Any employee who chooses the cash settlement will be asked to make his or her intentions known to the City by February 1st, so the appropriate money can be a part of that year's budget. The employee may choose to divide his or her options as deemed appropriate between sick day cash buy back and monthly health insurance coverage.

ARTICLE V – DENTAL INSURANCE

The Employer agrees to provide each member with dental insurance plan for Employees and their dependents.

ARTICLE VI – RETIREMENT

The Employer shall provide paid membership for each Employee in the New York State Retirement System.

ARTICLE VII – PERSONAL LEAVE

Personal leave up to 32 hours per year may be requested and granted by the immediate supervisor. If denied, the Employee has the right to appeal to the Department Head, and if still denied, then the appeal may be taken to the Mayor.

ARTICLE VIII – FUNERAL LEAVE

Section 1. Three (3) days, not chargeable to sick leave or any other leave, will be granted with full pay by the Employer in the event of a death in the immediate family, plus mother – in – law, father – in – law, grandparents, or other immediate household member.

Section 2. Bereavement leave will be granted for scheduled workdays that occur between the day of death up to and including the day of the funeral for the purpose of attending the wake and/or funeral services.

Section 3. An additional two (2) days funeral leave may be granted to the Employee at the discretion of the immediate supervisor.

ARTICLE IX – SICK LEAVE

Section 1. Sick leave days will be granted the Employees at the rate of one day per month plus two additional days to be added on January 1st of each year for a total of fourteen days per year.

Section 2. As an incentive not to use sick leave time unnecessarily, employees may accumulate unlimited sick leave days. It is understood that a maximum of 190 days only will be credited to the employee at the time of retirement for the purpose of determining the City's contribution toward hospitalization plan costs. Any accumulated days over and above 190 at the time of retirement will be of no value to the employee.

Section 3. In case of proven serious need an Employee may request the City Administration to grant an extension of paid sick leave after the expiration of the employee's accumulated sick leave. The City Administration may extend sick leave for a period deemed proper and equitable, but under no circumstances shall this extension exceed 18 months.

ARTICLE X - HOLIDAYS

The Employees shall receive the following paid holidays: (Amended 07/03/01)

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Next scheduled workday after Christmas
Independence Day	Floating Holiday
Labor Day	Employee's Birthday
Columbus Day	½ day for Elections

The Employees represented in this group with each New Year will decide the "Floating Holiday" for each year.

If any holiday falls on a Saturday, it will be observed on Friday. If any holiday falls on a Sunday, it will be observed on Monday.

ARTICLE XI - CALL BACK

An Employee unexpectedly called back to work outside the regular 35 hour work week will receive time and one - half for the actual time worked, plus two hours at straight time for the call - back.

ARTICLE XII - VACATION

All new employees start at Step 1 and will advance to the next step yearly, up to Step IV. Said advancement will occur on the anniversary date of their permanent appointment off a Civil Service eligibility list. (New - 07/03/01)

ARTICLE XIV - LONGEVITY

In recognition of time spent in service to the City of Little Falls, the annual schedule of Longevity payments shall be as follows:

2014 thru 2016

5 thru 9 years	\$500.00
10 thru 14 years	\$775.00
15 thru 19 years	\$1,050.00
20 years and over	\$1,250.00

ARTICLE XV - HOURS

All members of this Group, except Office Assistant II, will observe working hours of 8:30 am - 4:00 pm with one-half hour for lunch. Office Assistant II shall observe working hours of 7:00 am until 2:30 pm with one-half hour for lunch. No member shall be authorized to work overtime without prior approval of the Common Council.

ARTICLE XVI - MISCELLANEOUS

Payment in lieu of clothing allowance and overtime benefits will be \$700.00. Payment for dry cleaning will be \$100.00. These amounts will be payable in November of each year or at the time of retirement to employees with more than one year of continuous service.

ARTICLE XVII - EDUCATION

Expenses for courses either required or those that would enhance job performance will be partially paid by the employer. These courses must have prior approval in writing by the Department Head. Upon successful completion of these courses with a passing grade, the City will pay 75% of the actual course cost. If the employee leaves employment with the City within three (3) years of completion of said courses, the City will be reimbursed for any monies received by the Employee.

ARTICLE XVIII - PAST PRACTICES

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Employer, unless specifically excluded by this AGREEMENT, are to remain in full force and effect during the life of this AGREEMENT.

ARTICLE XVIV - PERIOD OF AGREEMENT

Section 1.

This **AGREEMENT** shall cover the period January 1, 2014 to the close of business on December 31, 2016.

Section 2.

The parties hereto agree that they will enter into meaningful discussions in an attempt to arrive at a new contract on or before October 1st, 2016. It is further agreed that all the terms, provisions and benefits of this **AGREEMENT** will remain in effect until a new **AGREEMENT** has been executed.

ARTICLE XX - LEGISLATIVE ACTION

Pursuant to **Section 204-a** of the Civil Service Law of the State of New York the following language is hereby incorporated into this agreement:

“It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.”

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed by their duly authorized representatives on this 5th day of January, 2016.

FOR THE CITY OF LITTLE FALLS:

FOR THE EMPLOYEES:

Mark Blask Mayor

Kathleen Prestopnik

ATTESTED_____

Kira M. Andrilla, City Clerk

Mary Ellen Krisch

FINANCE COMMITTEE

January 5, 2016

**RESOLUTION No. 20 OF THE COMMON COUNCIL OF THE
CITY OF LITTLE FALLS**

WHEREAS, the City of Little Falls entered into a contract with the Clerical Workers Group in June 2014 which was amended with regard to the provisions relating to health insurance in November 2015; and

WHEREAS, the at the time of the original executed contract, the clerical positions within the City were Office Assistant I, Senior Clerk, Account Clerk and Senior Account Clerk; and

WHEREAS, on March 16, 2015 the position of Office Assistant I was reclassified to the position of Office Assistant II; and

WHEREAS, the Clerical Workers Group has agreed to amend its contract to include the new position of Office Assistant II; and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls, that the City of Little Falls enters into and authorizes the Mayor to execute the aforementioned amended contract between the City of Little Falls and the Clerical Workers Group.

IT IS FURTHER RESOLVED, that the salary for Office Assistant II shall take effect as of the date of this resolution. A copy of this resolution shall be forwarded to the City of Little Falls Treasurer.

This resolution shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016

Motion Alderman Gressler

Second Alderwoman Jodway

Roll Call: Gressler, Shaffer, Jodway, Welyczko, Ruffing, DeLuca, Carter, Atutis

Kira Andrilla, City Clerk of the City of Little Falls

Resolution #21

TRB Associates and Main Street First for Public Rest area:

January 5, 2016

**RESOLUTION No. 21 OF THE COMMON COUNCIL OF THE
CITY OF LITTLE FALLS**

WHEREAS, the City of Little Falls Common Council authorized the City Attorney to negotiate a proposed contract for consideration with TRB Associates and Main Street First for a public rest area to be located on Main Street side of Shoppers Square; and

WHEREAS, the terms of the proposed contract are as follows:

THIS AGREEMENT made and entered into this ____ day of _____ 2016 by and between TRB Associates, LLC, a Connecticut limited liability company duly authorized to conduct business in the State of New York having an office c/o Oxford Group, 388 Main Street, Branford, Connecticut 06405 (hereinafter “TRB”), Main Street First, a not for profit 501C corporation, incorporated in the State of New York (hereinafter “MSF”), and the City of Little Falls, a municipal organization organized and existing under the laws of the State of New York with principal offices at 659 East Main Street, Little Falls, New York 13365 (hereinafter “City”).

WITNESSETH

Whereas, the City, MSF and TRB, the owner of certain property lying situate on Main Street in the City of Little Falls, New York, known as “Shopper’s Square wish to enter into an agreement to provide a public rest area located at Shopper’s Square on Main Street; and

Whereas, MSF is in possession of a solar powered fountain and has reached an agreement with TRB to install a fountain and benches owned by MSF and a memorial plaque owned by TRB on a portion of the property known as Shopper’s Square to create a rest area; and

Whereas, said subject portion of property has been excepted out of a lease between TRB and Price Chopper (See Exhibit “A” for Lease and exception); and

Whereas said portion of property is a 25 foot by 25 foot section (see Exhibit “B” for legal description of said section or property); and

Whereas, MSF has, pursuant to its agreement with TRB, constructed the rest area and installed the fountain, benches and memorial plaque on subject portion of Shopper's Square; and

Whereas, said rest area has been inspected by the City of Little Falls Codes Enforcement Officer and was determined to be in compliance with applicable City of Little Falls and State of New York laws, rules, regulations and codes;

NOW THEREFORE,

1. TRB, in consideration of one and 00/100 Dollar (\$1.00) lawful money of the United States, does hereby grant and release unto the City, its successors and assigns of the City forever a permanent easement of the area more fully described at Exhibit "B" attached hereto (hereafter "Easement Parcel");
2. MSF and TRB hereby donate to the City the fountain, benches and plaque constructed in the Easement Area and relinquish all control of said appurtenances;
3. The City as owner of the Fountain, benches and plaque shall be solely responsible for the maintenance, repair, inspection, etc. from the date of this Agreement forward;
4. The City shall also maintain a policy of commercial general liability insurance on the Easement Parcel and the appurtenances contained thereon with a minimum combined single limit of \$1,000,000/\$3,000,000 aggregate with TRB named as an additional insured and shall furnish TRB with proof of such coverage within thirty (30) days of the execution of this Agreement.
5. The City further agrees to indemnify, defend and hold harmless TRB, its successors and assigns from and against any claims, liabilities, suits, demands, actions, courses of action, damages, costs (including but not limited to reasonable attorneys' fees and disbursements) (collectively, "Claims") arising out of or in any way related to the maintenance, repair and/or inspection of the Easement Parcel and appurtenances contained thereon and its use by the public;

The City may terminate said agreement upon thirty (30) days written notice to TRB via certified mail, should the City not be able to maintain insurance. Upon termination of this Agreement, said Easement Parcel, fountain, benches and plaque shall revert back to TRB and the public shall no longer have any right to use the Easement Parcel.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Little Falls, that the City of Little Falls agrees to enter into and authorizes the Mayor to execute the aforementioned mentioned contract once the following pre-requisites have been met:

1. MSF has, pursuant to its agreement with TRB, constructed the rest area and installed the fountain, benches and memorial plaque on subject portion of Shopper's Square; and
2. said rest area has been inspected by the City of Little Falls Codes Enforcement Officer and was determined to be in compliance with applicable City of Little Falls and State of New York laws, rules, regulations and codes.

This resolution shall take effect upon passing hereof by the Common Council.

Dated: January 5, 2016

Motion
Second

Kira Andrilla, City Clerk of the City of Little Falls

Mayor Blask asked if the four new alder-people felt comfortable enough with the information given to cast a vote. Alderman Shaffer, Alderman Welyczko and Alderman Atutis were ok with voting. Alderwoman Jodway would like to have a little more time to ask questions and get more information.

Alderman Carter motioned to table resolution #21 till the February meeting where a permanent vote will be taken. This motion was seconded by Alderwoman Jodway with all in favor.

Mayor Comments:

Mayor Blask thanked all for showing up. He also informed the public on how to find out if the parking ban is on. The parking ban number is 574-0089, Facebook and the City of Little Falls website.

Adjournment:

Meeting was adjourned at 7:50 p.m. with the motion made by Alderman Carter and seconded by Alderwoman Jodway with all in favor.

Next meeting will be February 2, 2016. Bills will be at 6:30 pm with a regular session of the Common Council at 7:00 pm. **Any questions please contact City Clerk.** Thank you