

**CITY OF RENNELAER
COMMON COUNCIL MEETING
SPECIAL MEETING
MONDAY EVENING
MARCH 30, 2020**

THE COUNCIL CONVENED AT 6:33 P.M. AND WAS CALLED TO ORDER BY PRESIDENT DEFRANCESCO.

THE ROLL BEING CALLED, THE FOLLOWING ANSWERED TO THEIR NAMES:

PRESIDENT DEFRANCESCO

ALDERPERSON: VAN VORST
GARDNER
LEAHEY
CASEY
ENDRES
VANDYKE

EXCUSED:

CITY OFFICIALS IN ATTENDANCE: MAYOR STAMMEL

ALDERPERSON GARDNER MOVED THAT THE MINUTES BE ADOPTED AS PRINTED, SUBJECT TO CORRECTIONS, SECONDED BY ALDERPERSON LEAHEY. PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED.

COMMUNICATIONS: NONE

COMMUNICATIONS FROM DEPARTMENT HEADS: NONE

CITY CLERK, NANCY E. HARDT REPORTS THAT RESOLUTION NUMBER 1 OF THE MEETING HELD ON MARCH 18, 2020 WAS PASSED BY OPERATION OF LAW, THAT RESOLUTION NUMBER 3 OF THE SAME MEETING WAS VETOED BY MAYOR STAMMEL AND ALL OTHER RESOLUTIONS PASSED AT THAT MEETING WERE APPROVED BY THE MAYOR.

PRESENTATION OF ACCOUNTS:

ALDERPERSON GARDNER MADE A MOTION TO WAIVE THE READING OF THE BILLS AND PAYROLL, SECONDED BY ALDERPERSON CASEY.

VOTES TO WAIVE THE READING OF BILLS

AYES: VAN VORST, GARDNER, LEAHEY, CASEY, ENDRES VAN DYKE, AND DEFRANCESCO.

NOES:

ABSENT:

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED

**CITY OF RENSSELAER
COMMON COUNCIL MEETING
WEDNESDAY EVENING
REGULAR MEETING
MARCH 30, 2020**

ALDERPERSON GARDNER MADE A MOTION TO ACCEPT THE BILLS AND PAYROLL AS PRINTED SUBJECT TO CORRECTION, SECONDED BY ALDERPERSON CASEY.

VOTES TO ACCEPT THE BILLS AND PAYROLL:

AYES: VAN VORST, GARDNER, LEAHEY, CASEY, ENDRES VAN DYKE, AND DEFRANCESCO.

NOES:

ABSENT:

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED

COMMITTEE & WARD REPORTS:

BIDS: NONE

CLAIMS: NONE

PETITIONS: NONE

RESOLUTIONS:

AYES: VAN VORST, GARDNER, LEAHEY, CASEY, ENDRES, VAN DYKE AND DEFRANCESCO.

NOES:

ABSENT:

A MOTION WAS MADE BY ALDERPERSON CASEY TO ADJOURN AT 6:39 P. M. AND SECONDED BY ALDERPERSON VAN VORST.

VOTES TO ADJOURN:

AYES: VAN VORST, GARDNER, LEAHEY, CASEY, ENDRES, VAN DYKE AND DEFRANCESCO.

NOES:

ABSENT:

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED.

NEXT MEETING: APRIL 15, 2020

By Alderperson : _____ Council as a Whole

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Seconded by Alderperson : _____

A RESOLUTION TO OVERRIDE THE MAYOR'S VETO OF RESOLUTION NUMBER THREE OF THE MARCH 18, 2020 COMMON COUNCIL MEETING, TITLED "RESOLUTION RATIFYING MOHAWK AMBULANCE CONTRACT"

WHEREAS, resolution number three, "RESOLUTION RATIFYING MOHAWK AMBULANCE CONTRACT" was introduced and passed unanimously by the Common Council on March 18, 2020.

WHEREAS, said resolution was subsequently vetoed by the Mayor of the City of Rensselaer per memo to the City Clerk dated March 25, 2020; copy attached hereto, and

WHEREAS, the Common Council is desirous of overriding the Mayor's veto.

NOW, THEREFORE BE IT RESOLVED, that the Mayor's veto be overrode and that resolution number 3 of the March 18, 2020 regular Common Council meeting be in full force and effect.

Approved as to form and sufficiency
this 30th day of March, 2020

Corporation Counsel

Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	Abstain	Absent
Result	Passed			



MICHAEL STAMMEL
MAYOR

CITY OF RENSSELAER

OFFICE OF THE MAYOR

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144



(518) 462-9511
Fax: (518) 462-9895

March 25, 2020

City Clerk
City Hall
62 Washington Street
Rensselaer, New York 12144

RE: Veto Message

Dear Clerk,

Pursuant to the Rensselaer City Charter, Section 67, I hereby veto Resolution No. 3, a Resolution Ratifying Agreement with Mohawk Ambulance, passed by the Common Council at the March 18, 2020 Meeting.

I object to such Resolution in that such Resolution does not serve the best interests of the Residents of the City of Rensselaer. I stand ready to work with the Common Council on addressing the needs of the residents of the City of Rensselaer as they relate to the subject matter of the vetoed Resolution.

Thank you for your kind attention and assistance.

Respectfully,

Michael Stammel
Mayor

By Alderperson : Council as a Whole

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Seconded by Alderperson : _____

RESOLUTION RATIFYING MOHAWK AMBULANCE CONTRACT

WHEREAS, the City of Rensselaer is desirous of entering into a contract with Mohawk Ambulance to secure certain ambulance services for its citizens, and

WHEREAS, said contract is attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby approves the attached contract with Mohawk Ambulance per the terms and conditions contained therein, with no costs or fees to be charged to the City of Rensselaer pursuant to such contract.

Approved as to Form and Sufficiency
this 30th day of March, 2020

Corporation Counsel

Approved By:

Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	Abstain	Absent
Result	Passed			

AGREEMENT

This Agreement is made effective as of the 1st day of April, 2020, between the City of Rensselaer, a New York municipal corporation having its offices at 62 Washington Street, Rensselaer, New York (hereinafter, the “City”), and Parkland Ambulance Service, Inc. d/b/a Mohawk Ambulance Service, Capital District Ambulance Service, and Doctors Ambulance Service, a New York corporation having its principle place of business at 357 Kings Road, Schenectady, New York 12304 (hereinafter, “Mohawk”).

WITNESSETH:

Whereas, the City is a duly organized municipal corporation; and

Whereas, Mohawk is a duly licensed ambulance provider pursuant to Article 30 of the Public Health Law; and

Whereas, the City is desirous of obtaining a contractual relationship with a licensed ambulance operator to provide primary ambulance transportation services within the City.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. The City shall designate Mohawk as the primary provider of ambulance services within the City during the term of this Agreement, and Mohawk agrees that it will provide Mohawk operated basic and advanced life support ambulances within the City, twenty-four (24) hours a day, seven (7) days a week.

2. Mohawk agrees that it will maintain its Emergency Dispatch Center through the term of this Agreement, which shall operate on a twenty-four (24) hour, three hundred sixty-five (365) day a year basis, and which may maintain constant speed dial telephone connection, should the City or their dispatching agency and Mohawk Ambulance elect to do so, to the City's dispatching agency. Mohawk's Emergency Dispatch Center will utilize the Clausen Dispatch protocols. The City or its dispatching agency agrees to communicate all emergency medical service calls requiring transportation to Mohawk's Emergency Dispatch Center.
3. The City agrees that it will exclusively dispatch Mohawk to all emergency medical service calls received by the City that require transportation of a patient to an area hospital in accordance with paragraph 1 of this Agreement.
4. Mohawk agrees that, upon request by the City, it will immediately dispatch and promptly respond with the appropriate number of ambulances to the location of a municipal call. Both the City and Mohawk agree to communicate immediately with each other if ever a shortage of available resources develops.
5. The parties agree that Mohawk will utilize the Clausen (Medical Priority) Dispatch system.
6. Mohawk agrees that all ambulances will be maintained so that all mechanical features, i.e. heat, AC, interior/exterior lighting, audible warning devices, etc., are in good working order at all times.

7. Mohawk agrees that all ambulances shall meet and maintain all standards as specified in the certification listing for New York state ambulances and Department of Transportation and Traffic Safety standards.
8. Mohawk agrees that its emergency medical service equipment shall meet or exceed all New York State requirements as prescribed in Part 800 of the New York State Emergency Medical Services Code.
9. Mohawk agrees that it will make certain emergency training curricula available to the City, including, but not limited to CPR, Advanced Cardiac Life Support, and Emergency Medical Dispatch training.
10. Mohawk shall obtain and maintain, at its expense, UHF radios capable of direct emergency communication with the City's emergency medical service personnel. Both parties agree to use these radios to communicate whenever appropriate and necessary.
11. During the term of this Agreement, Mohawk will house a non-dedicated ambulance within the City at a location provided by the City to Mohawk and to be agreed upon by the parties.
12. Mohawk and the City each shall:
 - a. Maintain books and records pertaining to the performance of services under this Agreement in accordance with generally accepted accounting principles and as required by applicable law;
 - b. Retain such books and records for a period of six years after the termination of this Agreement, and

- c. Make such books and records available to authorized representatives of the other party for audit, inspection and copying upon reasonable request during business hours.
13. Representatives of Mohawk and the City may convene a bi-monthly meeting to discuss any and all matters relating to this Agreement.
14. The term of this Agreement shall be for five (5) years, commencing on April 1, 2020, and continuing until March 31, 2025. Either party may terminate this Agreement on one hundred and twenty (120) days' prior written notice to the other party.
15. Both parties agree to comply with all the applicable state, federal and local laws, ordinances, rules, regulations, and practices relating to or governing the services to be provided pursuant to this Agreement, and to obtain all necessary permits and to use all reasonable precaution to prevent injury either to the public or properties of the City or Mohawk, and to use their respective property for legal purposes only.
16. Mohawk agrees to indemnify and hold harmless the City from any damage to property or injury to persons (including death) resulting from the acts or omissions of Mohawk or its agents, employees, subcontractors.
17. The City agrees to indemnify and hold harmless Mohawk from any damage to property of injury to persons (including death) resulting from the acts or omissions of the City or its agents, employees, subcontractors.
18. The parties to this Agreement represent their belief that this Agreement is in all material respects in compliance with applicable state and federal laws, including

but not limited to such laws relating to contracting among persons, one or both of whom are qualified providers or accepting payment under the Medicaid or Medicare programs, and the rights and obligations of the parties are contingent upon such compliance. The parties agree to take all actions reasonably required to rectify or prevent noncompliance with such laws.

19. This Agreement is solely between the City and Mohawk and shall not provide contractual or any other rights enforceable by any other person or entity.
20. Termination of this Agreement shall be the sole and exclusive remedy for any breach of this Agreement, and there shall be no claim whatsoever for monetary or consequential damages.
21. This Agreement may be modified only by a written amendment signed by the proper authorities as set forth below.

DATED: _____

CITY OF RENSSELAER

By: _____

Its

DATED: 03/16/2020

**PARKLAND AMBULANCE SERVICE, INC.
d/b/a MOHAWK AMBULANCE SERVICE,
CAPITAL DISTRICT AMBULANCE
SERVICE, AND DOCTORS AMBULANCE
SERVICE**

By: David P. Gardner

David P. Gardner

Its duly authorized agent