



MAUREEN G. NARDACCI
City Clerk

CITY OF RENSSELAER

OFFICE OF
THE CITY CLERK
CITY HALL, 505 BROADWAY
RENSSELAER, NEW YORK 12144

Telephone: (518) 462-4266
Fax: (518) 462-0890

AGENDA FOR THE COMMON COUNCIL MEETING AUGUST 16, 2004

1. A Resolution Authorizing The Award for Construction of a Floating Dock in Riverfront Park to C.W. Perry Construction.
2. A Resolution Directing City Clerk to Let Bids for McNaughton Avenue Avenue Improvements.
3. A Resolution To Hold A Public To Amend the City of Rensselaer Housing Code to Establish a Vacant Building Registry.
4. A Resolution For Request for Proposals for Repairing and Reconstruction of City Streets and Sidewalks.
5. A Resolution Authorizing The Engagement of Hudson River Construction Co., Inc. To perform Work on Lawrence Street, Rensselaer, New York.
6. A Resolution Mandating Mandatory Attendance by Department Heads at Budget Process.
7. Local Law # 3 of 2004: To Amend Section 179-17 (A), "Accessory Buildings and Structures", of the City of Rensselaer Zoning Ordinance.

8. Local Law # 4 of 2004: To Amend Section 179-28 ©, “Development within Historic Residential and Historic Commercial Districts”, of the City of Rensselaer Zoning Ordinance.
9. A Resolution Authorizing the City of Rensselaer To Enter into a Lease Agreement with SBD Holding Co., For 309 Columbia Turnpike.
10. A Resolution Authorizing the City of Rensselaer to Enter into a Lease Agreement with SBD Holding, Co. for 339 Columbia Turnpike.
11. A Resolution Authorizing “Healthy Kids” The use of Riverfront Park for a Family Picnic.
12. A Resolution Ratifying an Agreement Between the City of Rensselaer and the Rensselaer Volunteer Ambulance Service, Inc.

A MOTION WAS MADE BY ALDERPERSON Augenti TO AMEND THE AGENDA AND ADD THE FOLLOWING RESOLUTIONS SECOND BY ALDERPERSON Jackson:

- 1.3 A RESOLUTION AUTHORIZING THE RETURN OF A DEPOSIT GIVEN AT PUBLIC AUCTION OF CITY-OWNED PROPERTIES HELD ON JUNE 19, 2004.
- 14 2. A RESOLUTION TO ADOPT A TENTATIVE BUDGET FOR FISCAL YEAR AUGUST 1, 2004-JULY 31, 2005.

VOTE TO AMEND THE AGENDA:

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	8	0

**CITY OF RENSSELAER
COMMON COUNCIL MEETING
WEDNESDAY EVENING
REGULAR MEETING
AUGUST 18, 2004**

THE COUNCIL CONVENED AT 9:02 PM AND WAS CALLED TO ORDER BY PRESIDENT BRIDGEFORD.

THE ROLL BEING CALLED THE FOLLOWING ANSWERED TO THEIR NAMES:

ALDERPERSON:	HAHN	STALL
	FELTS	GIRGENTI
	JIGUERE	ROGERS
		JACKSON
		BRIDGEFORD

ABSENT: ALDERPERSONS: BRIDENBECK, TAGLIENTO.

ALDERPERSON JACKSON, MOVED THAT THE MINUTES BE ADOPTED AS PRINTED, SUBJECT TO CORRECTIONS, SECONDED BY ALDERPERSON GIRGENTI.

COMMUNICATIONS: NONE

CLAIMS: CITI-MORTGATE INC.
CARMELO ROBINSON

BIDS: NONE

A MOTION WAS MADE BY ALDERPERSON GIRGENTI TO ADJOURN AT 9:23 PM SECONDED BY ALDERPERSON JACKSON.

AYES: HAHN, FELTS, JIGUERE, BRIDENBECK, TAGLIENTO, STALL, GIRGENTI, JACKSON, AND BRIDGEFORD.

NOES: NONE. THE PRESIDENT DECLARED THIS MOTION DULY ADOPTED.

NEXT MEETING: SEPTEMBER 1, 2004

CITY OF RENSSELAER, COMMON COUNCIL MEETING

August 18, 2004

Aldersperson moved that all bills and payrolls be referred to the Auditing Committee. The City Clerk reports that the bills and payrolls amounted to:

By Aldersperson Girgenti, seconded by Jackson

BILLS ENCUMBERED THROUGH:	7/30/2004	8/13/2004
Bills Pd. Prior to Board Audit		
General City Bills 03/04	18,419.86	\$15,517.45
General City Bills 01/02		
Water-Paid Prior to Board Audit		
Water Department Bills 03/04	3,263.12	
Water Department Bills 01/02		
Solid Waste Bills 03/04	412.00	
Solid Waste Bills 01/02		
S.W. Bills paid prior to Board Audit		
Library-Bills paid Prior to Board Audit		
Library-03/04		
Library-01/02		
Community Development Block Grant- Rental Rehab Program	-	-
Home Program	-	-
Capital Projects (3rd Street 3rd Ave.)	-	-
TOTAL	22,094.98	-
PAYROLL DATES	7/30/2004	8/13/2004
Library Payroll	\$1,527.90	\$1,527.90
Common Council Payroll	\$2,565.24	\$2,565.24
General City Payroll	\$22,361.48	\$23,733.97
Snow removal overtime	\$0.00	\$0.00
Planning & Development Payroll	\$7,198.04	\$7,198.04
Fire Department Payroll	\$16,469.75	\$21,604.60
Fire Department Overtime(inc. Kelly days)	\$4,932.78	\$5,332.81
Fire Department Holiday Pay	\$0.00	\$0.00
Police Department Payroll	\$26,879.46	\$27,760.53
Police Department Overtime	\$8,652.12	\$10,244.45
Sting Reimbursement	\$0.00	\$0.00
DWI Reimbursement	\$113.90	\$0.00
Seatbelt Reimbursement	\$0.00	\$0.00
Court Reimbursement	\$509.12	\$633.23
Traffic	\$0.00	\$610.37
Buckle Up NY Re-Imbursement	\$0.00	\$0.00
Police Dispatcher & Clerk Payroll	\$6,409.47	\$6,550.35
Health Officer	\$187.71	\$187.71
Animal Control Officer	\$500.00	\$500.00
Crossing Guard Payroll	\$0.00	\$0.00
Sick Leave Incentive Pay	\$0.00	\$0.00
Retirement Buyout	\$0.00	\$0.00
Police Department Holiday Pay	\$0.00	\$0.00
Public Works Administration Payroll	\$2,851.31	\$2,851.31
Public Works Maintenance Payroll	\$25,855.00	\$25,910.14
Public Works Overtime	\$4,845.94	\$4,396.69
Clothing Allowance	\$0.00	\$0.00
Water Department Administration Payroll	\$2,873.51	\$2,873.51
Water Department Maintenance Payroll	\$6,127.68	\$5,892.60
Water Department Overtime	\$233.44	\$336.10
Clothing Allowance	\$0.00	\$0.00
Solid Waste Administration Payroll	\$320.04	\$320.04
Solid Waste Maintenance Payroll	\$8,685.73	\$7,722.92
Solid Waste Overtime	\$904.16	\$665.28
Clothing Allowance	\$0.00	\$0.00
Vacation Buyout	\$0.00	\$0.00
TOTAL	\$151,003.78	159,417.79

I hereby certify that the above claims were duly audited and ordered paid at a meeting of the Common Council held on this date: AUGUST 18,2004

Maureen G. Nardacci

City Clerk, Maureen Nardacci

TO THE TREASURER OF THE CITY OF RENSSELAER, NY:

Pay to the claimants named herein the amounts of the claims set opposite their respective names, and charge to the funds specified, and this shall be your warrant.

Mark G. Pratt

Mayor, Mark Pratt

Ayes: Hahn, Felts, Jiguere, Stall, Rogers, Girgenti, Jackson, Bridgeford.
Noes: None. The President declared this resolution duly adopted.

Tabled

#1 By Alderperson : Girgenti

Seconded by Alderperson : _____

**A RESOLUTION AUTHORIZING THE AWARD FOR
CONSTRUCTION OF A FLOATING DOCK IN RIVERFRONT
PARK TO C.W. PERRY CONSTRUCTION
C.D.**

WHEREAS, the City of Rensselaer seeks to construct a floating dock in Riverfront Park in Rensselaer, and

WHEREAS, this will provide valuable recreational and educational opportunities and improve access to the Hudson River, and

WHEREAS, these improvements have been funded in part by a variety of grants from the Office of Parks, Recreation and Historic Preservation, the Hudson River Improvement Fund, the Department of Environmental Conservation and New York Department of State.

NOW THEREFORE BE IT RESOLVED, that the city of Rensselaer award the contract for construction services to C.W. Perry in the amount of _____.
C.D.

BE IT FURTHER RESOLVED that the Mayor of the City of Rensselaer be authorized to execute all documents to affect this purpose.

	AYES	NOES
BONNIE HAHN		
ALBERTINE FELTS		
BRENDA JIGUERE		
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL		
SCOTT ROGERS		
DEBORAH GIRGENTI		
PATRICIA JACKSON		
MICHAEL BRIDGEFORD		
Total		

Resolutioncwperry080404

Approved as to form and sufficiency
this 10th day of August 2004

Corporation Counsel

Approved by:

Mayor

#2 By Alderperson : Stall

Seconded by Alderperson : Jackson

RESOLUTION DIRECTING CITY CLERK TO LET BIDS FOR MCNAUGHTON AVENUE IMPROVEMENTS

WHEREAS, the City of Rensselaer is desirous of making structural improvements to McNaughton Avenue pursuant to the specifications annexed hereto.

NOW, THEREFORE, BE IT RESOLVED THAT the Clerk of the City of Rensselaer let bids for the improvement of McNaughton Avenue for new water mains, storm sewers, manholes, drains and road sub base pursuant to specifications annexed hereto.

Approved as to form and sufficiency
This 18th day of August 2004

[Signature]
Corporation Counsel

Approved by:
[Signature]
Mayor

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
ResolutionMcNaughton081804		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDCEFORD	✓	
Total	8	0

#3 By Alderperson : Girgenti

Seconded by Alderperson : Rogers

A RESOLUTION TO HOLD A PUBLIC HEARING TO AMEND THE CITY OF RENSSELAER HOUSING CODE TO ESTABLISH A VACANT BUILDING REGISTRY

WHEREAS, the City of Rensselaer seeks to establish a Vacant Building Registry that will require owners of these structures to register each vacant structure and to file a plan of intent for their buildings, as vacant structures represent a threat to the health and safety of residents of the City of Rensselaer and are detrimental to the character of neighborhoods, and

WHEREAS, the City Charter requires a public hearing to be conducted by the City of Rensselaer Common Council in order to amend the City Code.

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of Rensselaer shall conduct a public hearing on the proposed amendments to the City of Rensselaer Housing Code, attached hereto, on September 1st, 2004 at 7:45 pm in the Common Council Chambers.

Approved in form and sufficiency this 18th day of August 2004

[Signature]
Corporation Counsel
[Signature]
Mayor

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
Resolutionvacantbldgph01004		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	8	0

#4 By Alderperson : Stall

Seconded by Alderperson : Council as a whole

A RESOLUTION FOR REQUEST FOR PROPOSALS FOR REPAIRING AND RECONSTRUCTION OF CITY STREETS AND SIDEWALKS

WHEREAS, the City of Rensselaer is desirous of repairing certain streets and sidewalks, said location listed on Schedule A annexed hereto:

NOW, THEREFORE, BE IT RESOLVED that the City Clerk publish in two (2) newspapers and the Contractor Reporter request for proposals for repairing, repaving and reconstruction of streets and sidewalks, more particularly listed on Schedule A, annexed hereto, and bidders may bid on one (1) or any combinations of streets.

8/24/8/31
T. U.
Record
Contractor
Reporter

BE IT FURTHER RESOLVED that the Request For Proposals (RFP) must be received by the City Clerk no later than 4:00 p.m. on Wednesday, September 1, 2004. All bids will be opened at the Common Council Meeting on September 1, 2004.

Approved as to form and sufficiency
this 18th day of August 2004

Note to Amend

	AYES	NOES
BONNIE HAHN		✓
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO 081804		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	7	1

Main Issue

	AYES	NOES
BONNIE HAHN		✓
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	7	1

Corporation Counsel

Approved by:

Mayor

H15

By Alderperson : Jiguere

Seconded by Alderperson : Stall

A RESOLUTION AUTHORIZING THE ENGAGEMENT OF HUDSON RIVER CONSTRUCTION CO., INC. TO PERFORM WORK ON LAWRENCE STREET, RENSSELAER, NEW YORK

WHEREAS, the City of Rensselaer is desirous of engaging the services of Hudson River Construction Co, Inc. to abate the long term erosion of Lawrence Street, pursuant to the proposed annexed hereto, and

WHEREAS, the City Engineer recommends the work be performed as enunciated in the letter from H.V. LaBarba and Associates, annexed hereto.

NOW, THEREFORE, BE IT RESOLVED THAT Hudson River Construction be engaged to perform work on Lawrence Street, per the attached proposal, and *The Cost of this work will be \$24,000.00*

BE IT FURTHER RESOLVED, that the Mayor of the City of Rensselaer be authorized to execute any and all documents necessary subject to review and approval of the Corporation Counsel.


Approved as to form and sufficiency
This 18th day of August 2004

Amendment

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	8	0

Main Issue

	AYES	NOES
BONNIE HAHN		✓
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	✓
DEBORAH GIRGENTI		✓
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	5	3

Corporation Counsel
Approved by: 
Mayor

Defeated



H.V. LABARBA & ASSOCIATES
CONSULTING ENVIRONMENTAL ENGINEERS

100 TRILLIUM LANE
ALBANY, NEW YORK 12203
(518) 456-0006
FAX (518) 456-3465

August 2, 2004

Members of the Common Council
City Hall
550 Broadway
Rensselaer, NY 12144

RE: Street Improvement Projects - 2004
Lawrence Street - Change of Scope of Work - Increase in Cost

Dear Members::

We have reviewed the work in progress for Lawrence Street which includes milling/paving and gutters for about a 450' reach behind St. Johns Church to 4 th Ave. After milling the street pavement and removing the concrete gutters along the East side, it became readily apparent that the long term cause of street erosion was ground water and seepage from the steep hill sides to the east on church property which consists of open lawn and vegetation. This matter came to my attention over the past weekend.

The exposed road sub base was wet and any base asphalt was deteriorated. Standing water and seepage can now be observed along the east side which previously undermined the street and flowed to the south.

Solution: The apparent solution is to install a 435 foot long under drain along the east side to an existing catch basin on 4 th Ave. The drain will be 24" deep by 12" wide and consist of a 6" perforated drain pipe surrounded by #2 stone for the entire length. It will be positioned below a new base asphalt course and top. Its purpose will be to intercept ground water before it enters the road sub base. The result will be an improved street condition and a long lasting asphalt road surface.

The cost of this work will be \$24,500 per the attached quote from Hudson River Const. Co. Please contact me or Mr. Butler on your decision or how to proceed with this matter. The contractor advised that without attention to the drainage problem any new road work will not last through the next winter and the Contractor will not be able to guarantee the lasting placement of any pavement. In our opinion, there are no other less expensive options to consider.

Very truly yours,

Henry V. LaBarba, P.E.
H. V. LABARBA & ASSOCIATES
CONSULTING ENGINEERS
HVL/ w/enc.:

ESTIMATE

HUDSON RIVER CONSTRUCTION CO., INC.
PORT OF ALBANY
ALBANY, NY 12202
PHONE: 518-434-6677 FAX: 518-434-8638

DATE:

To [CITY OF RENSSELAER]

LOCATION: Rensselaer, NY

CONTACT PERSON:

We hereby submit specifications and bid for:

FOLD HERE

PROJECT: Lawrence Street 1,160 SY

SCOPE OF WORK: Underdrain / Paving

- Install 435 LF of 6" Underdrain
- Excavate existing asphalt and concrete gutters
- Install Item 4 subbase where required
- Fine grade subbase
- Install 2 1/2" Type 3 Asphalt Binder

TOTAL PRICE.....\$ 24,500.00

CONTRACTOR'S GUARANTEE

We guarantee all material used in this contract to be as specified above and the entire job to be done in a neat, workmanlike manner. Any variations from plan or alterations requiring extra labor or material will be performed only upon written order and billed in addition to the sum covered by this contract. Agreements made with our workmen are not

ACCEPTANCE OF BID

The above specifications, terms and contract are satisfactory, and I (we) hereby authorize the performance of this work.

DATE

DATE

SIGNED

SIGNED

THIS PROPOSAL IS VOID 30 DAYS FROM DATE UNLESS COPY IS SIGNED AND RETURNED TO BIDDER

WE COMPLY WITH ALL WORKMANS COMPENSATION & PROPERTY DAMAGE LIABILITY INSURANCE LAWS

#6

By Alderperson:

Rogers

Seconded by Alderperson:

Muginti - Stall

RESOLUTION MANDATING MANDATORY ATTENDANCE BY DEPARTMENT HEADS AT BUDGET PROCESS

WHEREAS, the City of Rensselaer is desirous of streamlining the budget approval process, and

WHEREAS, the City of Rensselaer desires it necessary that ALL Department Heads participate in the budget process.

NOW, THEREFORE LET IT BE RESOLVED, that all Department Heads attend *at these* meetings regarding the budget process, *and have all necessary Budget information.*

BE IT FURTHER RESOLVED that during the budget process, all Department Heads are prohibited from taking vacation or comp time.

Approved in form and sufficiency this 18th day of August 2004

Corporation Counsel

Amend

Mayor

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	8	0

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	8	0

Mayor

7

By Alderperson:

Girgenti

Seconded by Alderperson:

Felts

**LOCAL LAW #3 OF 2004 TO AMEND SECTION 179-17 (A),
"ACCESSORY BUILDINGS AND STRUCTURES", OF THE CITY
OF RENSSELAER ZONING ORDINANCE**

WHEREAS, the City of Rensselaer seeks to maintain the integrity of its residential neighborhoods, and

WHEREAS, the City of Rensselaer seeks to amend section 179-17 (A), "Accessory Buildings and Structures", to specify that a building permit may be issued for an accessory structure only if the residence has a valid certificate of occupancy or certificate of compliance, and

WHEREAS, the amendment to Section 179-17 (A) will also specify that design and materials of accessory structures shall be the same as or similar to those used on the primary structure and that accessory structures the footprints of which exceed 400 square feet or 50% the footprint of the primary structure will require a special use permit from the Planning Commission.

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of Rensselaer, as follows:

1. That section 179-17 (A) of the Zoning Ordinance of the City of Rensselaer be amended to include the regulations for accessory structures in the City of Rensselaer in accordance with the regulations annexed hereto and made a part hereof.
2. That these new regulations shall take effect immediately.

Approved in form and sufficiency this
18th day of August 2004

[Signature]
Corporation Counsel

[Signature]
Mayor

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	

Resolution local law 3_081804

Amendment to Accessory Buildings and Structures

Amendment to Section 179-17 (A), "Accessory buildings and structures":

1. *There shall be not more than two (2) accessory structures, other than a permitted sign, of which, no more than one shall be a private garage, on any lot used for residential purposes. A building permit for accessory buildings may only be issued if the residence is occupied and has a valid certificate of occupancy or certificate of compliance. Design of and exterior materials on accessory structures should be the same as or similar to those used on the primary structure.*

2. *Accessory structures...*
 - e. *Accessory structures in accordance with the above criteria the footprints of which exceed Four Hundred (400) square feet, or 50% of the size of the primary structure, whichever is less, must receive a special use permit from the Planning Commission.*

#8

By Alderperson:

Girgenti

Seconded by Alderperson:

Stall

**LOCAL LAW #4 OF 2004 TO AMEND SECTION 179-28 (C),
"DEVELOPMENT WITHIN HISTORIC RESIDENTIAL AND
HISTORIC COMMERCIAL DISTRICTS", OF THE CITY OF
RENSELAER ZONING ORDINANCE**

WHEREAS, the City of Rensselaer seeks to maintain the integrity of the historic fabric of its historic residential and commercial neighborhoods, and

WHEREAS, the City of Rensselaer Zoning Ordinance contains a section "Development in Historic Residential and Commercial Districts" that provides insufficient detail to those criteria the Planning Commission shall consider prior to issuing Certificates of Appropriateness, and

WHEREAS, the City of Rensselaer seeks to amend Section 179-28 (C) of the City of Rensselaer Zoning Ordinance to provide greater detail to those criteria the Planning Commission shall consider when reviewing applications for Certificates of Appropriateness in the city's Historic Residential and Historic Commercial districts.

NOW, THEREFORE LET IT BE RESOLVED, by the Common Council of the City of Rensselaer, as follows:

1. That Section 179-28 (C) of the Zoning Ordinance of the City of Rensselaer be amended to include the criteria for review for development in the historic residential and historic commercial districts of the City of Rensselaer annexed hereto and made a part hereof.
2. That this amendment shall take place immediately.

Approved in form and sufficiency this
18th day of August 2004

Corporation Counsel

Mayor

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	8	0

Resolution on local law # 081804

Proposed Amendment to § 179-28 (C) :

1. *General Guidelines:*
 - a. *The general design and character and the scale of the proposed alteration or new construction should be compatible with the building and surrounding historic district.*
 - b. *The texture, materials, and color should relate to similar features of other structures in the surrounding district.*
 - c. *Every reasonable effort shall be made to provide a compatible use for a property that requires minimal alteration of the building structure or site and its environment.*
 - d. *The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided whenever possible.*
 - e. *Grounds for considering a proposed design inappropriate would include arresting and spectacular effects, violent contrasts of materials or colors, or intense colors, or multiplicity or incongruity of details resulting in a disturbing appearance.*

2. *Materials:*
 - a. *Distinguishing architectural features (including, but not limited to doors, windows, siding, trim, cornices, roofs, stoops, fences, and railings) shall be repaired rather than replaced whenever possible. In the event that replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of features, substantiated by historic, physical, or pictorial evidence, rather than on conjectural designs.*
 - b. *The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting, pressure grit washing, and other cleaning methods that will damage the historic building materials shall not be undertaken.*

3. *Fences:*
 - a. *Chain link fences located on street frontage will not be considered appropriate for most areas within historic districts.*

4. *Signs:*
 - a. *In general, sign sizes should be minimal to avoid obscuring architectural details and to avoid clutter on the street.*
 - b. *Signs for first floor commercial space in historic districts generally should be placed no higher than the bottom of the second-story windows.*
 - c. *Backlit plastic signs or awnings are discouraged by the Commission.*

**Amendment to Section §179-28 (C), Development within Historic
Residential and Commercial Districts**

§ 179-28 (C) currently reads as follows:

In reviewing the plans, the Planning Commission shall give consideration to:

- (1) The historical or architectural value and significance of the structure and its relationship to the historic value of the surrounding area.*
- (2) The general comparability of exterior design, arrangement, texture and materials proposed to be used.*
- (3) Any other factor, including aesthetic, which it deems pertinent.*

9

By Alderperson :

Jackson

Seconded by Alderperson :

Migenti

A RESOLUTION AUTHORIZING THE CITY OF RENSSELAER TO ENTER INTO A LEASE AGREEMENT WITH SBD HOLDING CO., FOR 309 COLUMBIA TURNPIKE

WHEREAS, the City of Rensselaer is desirous of leasing 309 Columbia Turnpike, Rensselaer, New York, pursuant to the laws and conditions of a certain lease agreement annexed hereto.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Rensselaer is herby authorized to execute the annexed Lease Agreement on behalf of the City of Rensselaer, subject to review of the Corporation Counsel.

Approved as to form and sufficiency
this 18th day of August 2004

Corporation Counsel

Approved by:

Mayor

	AYES	NOES
BONNIE HAHN		✓
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	7	1

Resolution Book No. 08, 804

LEASE AGREEMENT**This Agreement BETWEEN**

SBD HOLDING COMPANY, LLC, New York Limited Liability Company
having its office at 90 Harts Lane, Albany, New York, (the "Landlord") and

City of Rensselaer
(the "Tenant")

Witnesseth: The Landlord hereby leases to the Tenant the following premises:

The lot of land and the building and all improvements and fixtures situate thereon, together with all appurtenances thereto, known as 309 Columbia Turnpike, Rensselaer, New York 12144, and more particularly described in Schedule A annexed hereto and made part hereof, rear 1/2 of building, fenced area, rear office space. Tenant will provide a demising wall to secure space and satisfy city code.

for the term of 12 months to commence from the 1st day of Sept, 2004 and to end on the 31st day of August 2005, to be used and occupied for all lawful purposes for which Tenant is organized as a business.

1. **RENT.** Tenant shall pay the annual base rent of \$ 18,000 to be paid in equal monthly payments of \$1,500 in advance on the 1st day of each and every month during the term of the lease. Tenant shall also pay for all hazard, liability, and glass replacement insurance, snow and ice removal, garbage and trash removal and all utility services to be supplied to the premises. Tenant to be responsible for 100% of the metered electrical usage and 50% of the shared metered gas usage.

2. **REPAIRS.** The Tenant shall take good care of the premises and shall, at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements and normal wear and tear excepted. By executing this Lease, Tenant acknowledges it has inspected the premises and so acknowledges that the building systems are in good working condition.

3. **COMPLIANCE WITH LAWS.** Tenant shall promptly execute and comply with all statutes, ordinances, rules, order, regulations and requirements of the Federal, State and Local Governments and of any and all the Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense, unless caused by the Landlord or arising prior to the leasehold term.

4. **NO ASSIGNMENT OR SUBLEASE.** Tenant, its successors or assigns, shall not assign this agreement except as provided in Section 13.4 of the Asset Purchase Agreement, or underlet or underlease the premises, or any part thereof, or make any

alterations on the premises without the Landlord's consent in writing, which consent shall not be unreasonably withheld; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the original term.

5. DAMAGE TO THE PREMISES. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises cannot be reasonably used, Tenant must pay rent for the usable part. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

If there is substantial damage by fire or other casualty, Landlord may cancel this Lease within 45 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The cancellation does not release Tenant of liability in connection with the fire or casualty. This section is intended to replace the terms of New York Real Property Law Section 227.

6. ENTRY. Tenant agrees that Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours upon reasonable notice for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7. RIGHT TO SHOW. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises upon reasonable notice to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8. DEFAULT. If the said premises, or any part thereof shall be deserted or become vacant during said term and tenant fails to keep the premises fully secured, protected and maintained, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein

contained, the Landlord or representatives may re-enter the said premises by summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefore and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency. If Tenant defaults in the payment of rent or additional rent or defaults in the performance of any of the covenants or conditions hereof, Landlord shall give to Tenant notice of such default and if Tenant does not cure any rent or additional rent default within five (5) days, or other default within ten (10) days, after the giving of such notice (or, if such other default is of such nature that it cannot be completely cured within such 10 days, if Tenant does not commence such curing within such 10 days and thereafter proceeds, with reasonable diligence, good faith best efforts to cure such default), then Landlord may terminate this Lease on not less than three (3) days' notice to Tenant, and on the date specified in said notice, the term of this Lease shall terminate, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

9. NO OBSTRUCTION. The Tenant shall neither encumber nor obstruct the sidewalk in front of the premises in any manner that violates applicable laws or ordinances.

10. SIGNS. The Tenant shall be permitted to place signs at, in or about the entrance to said premises or any other part of same, provided the same comply with all ordinances and permits for the same have been obtained. Tenant shall be responsible for removing all trade and business signs at the end of the lease term, except any that were in existence at the commencement of the Lease.

11. NO LIABILITY. The Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord or persons subject to Landlord's control.

12. SUBORDINATION. This instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease without incurring any expense or damage and the term hereby granted is expressly

#10

By Alderperson

:

Council as a whole

Seconded by Alderperson

:

A RESOLUTION AUTHORIZING THE CITY OF RENSSELAER TO ENTER INTO A LEASE AGREEMENT WITH SBD HOLDING, CO. FOR 339 COLUMBIA TURNPIKE

WHEREAS, the City of Rensselaer is desirous of leasing 339 Columbia Turnpike, Rensselaer, New York pursuant to the laws and conditions of a certain Lease Agreement annexed hereto.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Rensselaer is hereby authorized to execute the annexed Lease Agreement on behalf of the City of Rensselaer, subject to review of the Corporation Counsel.

Stall Suggests Amendment

Approved as to form and sufficiency this 18th day of August 2004

Main result

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS		✓
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	7	1

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS		✓
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	6	2

Corporation Counsel

Approved by: _____

Mayor

LEASE AGREEMENT

This Agreement BETWEEN

SBD HOLDING COMPANY, LLC, New York Limited Liability Company
having its office at 90 Harts Lane, Albany, New York, (the "Landlord") and

City Of Rensselaer

(the "Tenant")

Witnesseth: The Landlord hereby leases to the Tenant the following premises:

The lot of land and the building and all improvements and fixtures situate thereon, together with all appurtenances thereto, known as 339 Columbia Turnpike, Rensselaer, New York 12144, and more particularly described in Schedule A annexed hereto and made part hereof,

for the term of ^{12 Mos.} 12 Mos. to commence from the 1ST day of Sept. 2004 and to end on the 31st day of ^{August} May, 2005, to be used and occupied for all lawful purposes for which Tenant is organized as a business,

1. **RENT.** Tenant shall pay the annual base rent of \$ 21,000 to be paid in equal monthly payments of \$1,750 in advance on the 1st day of each and every month during the term of the lease. Tenant shall also pay for all hazard, liability, and glass replacement insurance, snow and ice removal, garbage and trash removal and all utility services to be supplied to the premises.

2. **REPAIRS.** The Tenant shall take good care of the premises and shall, at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements and normal wear and tear excepted. By executing this Lease, Tenant acknowledges it has inspected the premises and so acknowledges that the building systems are in good working condition.

3. **COMPLIANCE WITH LAWS.** Tenant shall promptly execute and comply with all statutes, ordinances, rules, order, regulations and requirements of the Federal, State and Local Governments and of any and all the Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense, unless caused by the Landlord or arising prior to the leasehold term.

4. **NO ASSIGNMENT OR SUBLEASE.** Tenant, its successors or assigns, shall not assign this agreement except as provided in Section 13.4 of the Asset Purchase Agreement, or underlet or underlease the premises, or any part thereof, or make any

alterations on the premises without the Landlord's consent in writing, which consent shall not be unreasonably withheld; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and for feature, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the original term.

5. DAMAGE TO THE PREMISES. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the premises can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises can not be reasonably used, Tenant must pay rent for the usable part. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

If there is substantial damage by fire or other casualty, Landlord may cancel this Lease within 45 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The cancellation does not release Tenant of liability in connection with the fire or casualty. This section is intended to replace the terms of New York Real Property Law Section 227.

6. ENTRY. Tenant agrees that Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours upon reasonable notice for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7. RIGHT TO SHOW. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises upon reasonable notice to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8. DEFAULT. If the said premises, or any part thereof shall be deserted or become vacant during said term and tenant fails to keep the premises fully secured, protected and maintained, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein

contained, the Landlord or representatives may re-enter the said premises by summary proceedings or otherwise, and remove all persons therefrom without being liable to prosecution therefore and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency. If Tenant defaults in the payment of rent or additional rent or defaults in the performance of any of the covenants or conditions hereof, Landlord shall give to Tenant notice of such default and if Tenant does not cure any rent or additional rent default within five (5) days, or other default within ten (10) days, after the giving of such notice (or, if such other default is of such nature that it cannot be completely cured within such 10 days, if Tenant does not commence such curing within such 10 days and thereafter proceeds, with reasonable diligence, good faith best efforts to cure such default), then Landlord may terminate this Lease on not less than three (3) days' notice to Tenant, and on the date specified in said notice, the term of this Lease shall terminate, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

9. NO OBSTRUCTION. The Tenant shall neither encumber nor obstruct the sidewalk in front of the premises in any manner that violates applicable laws or ordinances.

10. SIGNS. The Tenant shall be permitted to place signs at, in or about the entrance to said premises or any other part of same, provided the same comply with all ordinances and permits for the same have been obtained. Tenant shall be responsible for removing all trade and business signs at the end of the lease term, except any that were in existence at the commencement of the Lease.

11. NO LIABILITY. The Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord or persons subject to Landlord's control.

12. SUBORDINATION. This instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease without incurring any expense or damage and the term hereby granted is expressly

limited accordingly, provided, however, Tenant's obligation to executed and deliver confirmation of subordination in respect of any future mortgages shall be conditioned on the prospective mortgagee executing and delivering a non-disturbance agreement in favor of Tenant. Landlord shall also attempt to obtain from all current mortgagees with liens affecting the premises non-disturbance agreements in favor of Tenant, however, Landlord's failure to obtain said non-disturbance agreements shall not affect Tenant's liabilities and obligations under this lease and the subordination of this lease to existing mortgages shall not be affected.

13. TERMINATION. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated in violation of paragraph 8, or if default be made in the payment of the rent or any part thereof as herein specified, or if, in violation of paragraph 4 above, the Tenant shall sell, assign or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, order, regulations and requirements of the Federal State and Local Governments or of any and all their Departments and Bureaus, applicable to said premise, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make and assignment of the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant ten (10) days' notice in writing of the Landlord's intention so to do, and in the event Tenant has not cured the default complained of within said ten (10) day period, then this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof.

14. WATER RENTS. Tenant shall pay to Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed.

15. FIRE INSURANCE RATING. The Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building and the Tenant agrees to pay on demand any such increase. Notwithstanding the foregoing, Tenant shall have the unrestricted right to conduct all activities associated with the conduct of

16. NO WAIVER. The failure of either party to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that either party may have, and shall not be deemed a

waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

17. EMINENT DOMAIN. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

18. TRADE FIXTURES. If after default in payment of rent or violation of any other provision of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord

19. TENANT'S CONTINUING LIABILITY FOR RENT. In the event that the relation of the Landlord and Tenant may cease or terminate by the ejection of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent thereto and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises.

20. WAIVER OF REDEMPTION. The Tenant waives all rights to redeem under any law of the State of New York.

21. ENVIRONMENTAL LIABILITIES. In the event it is determined that Tenant has introduced any hazardous or toxic material to the leased premises during the term of the lease, Tenant will immediately remedy and cure this condition at its own expense, and shall save and hold harmless Landlord of and from any and all liabilities, costs or penalties relating thereto.

22. ATTORNEY'S FEES. In the event of default by Tenant in the payment of the base rent or additional rent, or of any other obligation, term or condition of this lease, Landlord shall be entitled to an award of reasonable attorney fees incurred in enforcing any of the Landlord's rights and remedies under the Lease irrespective of whether a summary eviction proceeding or any other action or suit is commenced by

Landlord. In the event of any other dispute between the parties under or arising from this lease, the prevailing party shall be entitled to an award of its reasonable attorneys fees from the court having jurisdiction of the action or proceeding.

23. OPTION TO RENEW. Provided Tenant is not in default, Tenant shall have an option to renew this lease on a month to month basis at the monthly base rent of \$1,750 through February 22, 2006 at which time this lease will terminate. All other terms and conditions of this original lease to remain in full force and effect. To exercise this option, Tenant must not be in default and must give Landlord written notice of Tenant's intention to renew the Lease at least two months in advance of the expiration of the original one-year term.

24. TENANT TO PROCURE ALL INSURANCE. Tenant shall procure fire and general liability insurance for the premises naming Landlord, Daniel A. Galish and John W. Galish as an additional insured. The hazard insurance shall be procured in an amount equal to the appraised value reasonably determined by Landlord's insurance agent or broker, such amount to be determined on a full replacement cost basis and sufficient to avoid any coinsurance risk. General public liability insurance will be procured with coverage limits of two million dollars per occurrence and in the aggregate for bodily injury and \$1,000,000 for property damage.

25. NOTICES. Any notice to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, return receipt requested to the respective parties and their respective addresses set forth above. The parties may change the address for such notification in writing and given in the same manner as set forth above.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

In Witness Whereof, the parties have interchangeably set their hands and seals (or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed) this _____ day of _____, 2004.

Signed, sealed and delivered
In the presence of

SBD HOLDING COMPANY, LLC

By: _____
MEMBER

CITY OF RENSSELAER

By: _____

State of New York }
 }
County of } ss.:

On this _____ day of _____ 2004, before me, the subscriber, personally appeared _____, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged that he executed the same.

Notary Public

State of New York }
 }
County of } ss.:

On this _____ day of _____ 2004, before me, the subscriber, personally appeared _____, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged that he executed the same.

Notary Public

State of New York

County of

}
} ss.
}

On this _____ day of _____, 2004, before me, the subscriber, personally appeared _____, to me personally known to be the same person who executed the within Instrument, and who being duly sworn by me, did depose and say that he is a member of SBD Holding Company, L. L. C., and that he executed the within Instrument in the company name of SBD Holding Company, L. L. C., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said company for the uses and purposes therein mentioned.

Notary Public

State of New York

County of

}
} ss.
}

On this _____ day of _____, 2004 before me came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____, That he is the President of _____, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

11

By Alderperson

:

Council as a whole

Seconded by Alderperson

:

A RESOLUTION AUTHORIZING "HEALTHY KIDS" THE USE OF RIVERFRONT PARK FOR A FAMILY PICNIC

WHEREAS, "Healthy Kids" of Samaritan Hospital of Troy, Inc. is desirous of using the Riverfront Park for a "Family Picnic" on Thursday, August 19, 2004 from 11:00 a.m. to 4:00 p.m., with a rain date of Thursday, August 26, 2004, and

WHEREAS, it has been the custom of this City to permit such use for the furtherance of the aims of charitable and not-for-profit organizations of the City.

NOW, THEREFORE, BE IT RESOLVED that "Healthy Kids" of Samaritan Hospital, is hereby granted permission to use Riverfront Park for the purpose of having a "Family Picnic", and

BE IT FURTHER RESOLVED that such permission is conditioned upon the delivery to the Corporation Counsel of the City of Rensselaer, a Certificate of Insurance evidencing liability coverage in an amount not less than One Million Dollars (\$1,000,000.00) and specifically indemnifying the City on account of the activities planned.

Approved as to form and sufficiency
this 18th day of August 2004

Corporation Counsel

Approved by.

Mayor

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
Resolutionhealthykids081804 DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	8	0

Client#: 4395

NORTHEALT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/03/2004
PRODUCER Cool Insuring Agency Inc CL 784 Troy Schenectady Road Latham, NY 12110	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Samaritan Hospital of Troy, Inc. 2215 Burdett Avenue Troy, NY 12180	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Medical Liability Mutual Insurance C	34231
	INSURER B: American Automobile Insurance Co	21849
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
A	GENERAL LIABILITY	CH100201022	01/01/04	01/01/05	EACH OCCURRENCE	\$1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000			
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000			
					PERSONAL & ADV INJURY	\$1,000,000			
					GENERAL AGGREGATE	\$1,000,000			
					PRODUCTS - COM/PROP AGG	\$1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:								
					<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	MZA80236156	02/01/04	02/01/05	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$			
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$			
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$			
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$			
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC AGG	\$			
	GARAGE LIABILITY								
	<input type="checkbox"/> ANY AUTO								
A	EXCESS/UMBRELLA LIABILITY	U100252807	01/01/04	01/01/05	EACH OCCURRENCE	\$5,000,000			
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000			
	<input type="checkbox"/> DEDUCTIBLE					\$			
	<input checked="" type="checkbox"/> RETENTION \$10000					\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?								
	If yes, describe under SPECIAL PROVISIONS below								
	WC STATUTORY LIMITS								
	OTHER								
	E.L. EACH ACCIDENT				\$				
	E.L. DISEASE - EA EMPLOYEE				\$				
	E.L. DISEASE - POLICY LIMIT				\$				
A	OTHER Hospital Professional Liab	CH100201022 Claims Made	01/01/04 Coverage	01/01/05	\$1,000,000 each medical incid/\$3,000,000 aggreg				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Healthy Kids Program - picnic held at the Rensselaer City Park on August 19th, 2004.

CERTIFICATE HOLDER

City of Rensselaer
223 Broadway
Rensselaer, NY 12144

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Anthony J. M... ..

Tabled

H12 By Alderperson : _____

Seconded by Alderperson : _____

**A RESOLUTION RATIFYING AGREEMENT BETWEEN CITY OF
RENSSELAER AND RENSSELAER VOLUNTEER AMBULANCE
SERVICE, INC.**

WHEREAS, the City of Rensselaer and Rensselaer Volunteer Ambulance are desirous of entering into an agreement whereas the Rensselaer Volunteer Ambulance will provide the City of Rensselaer with emergency ambulance services, and

WHEREAS, a copy of the agreement is annexed hereto.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Rensselaer be authorized to execute the annexed agreement on behalf of the City of Rensselaer, subject to the approval of the Corporation Counsel.

Approved as to form and sufficiency
this 18th day of August 2004

Corporation Counsel

Approved by:

Mayor

ResolutionRVA081804

	AYES	NOES
BONNIE HAHN		
ALBERTINE FELTS		
BRENDA JIGUERE		
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL		
SCOTT ROGERS		
DEBORAH GIRGENTI		
PATRICIA JACKSON		
MICHAEL BRIDGEFORD		
Total		

13

By Alderperson: Jackson

Seconded By Alderperson: *Mugenti*

**A RESOLUTION AUTHORIZING THE RETURN OF A DEPOSIT
GIVEN AT PUBLIC AUCTION OF CITY-OWNED PROPERTIES
HELD ON JUNE 19, 2004**

Whereas, the City of Rensselaer holds title taken by tax foreclosure proceeding; and

Whereas, at the public auction, bids have been received for a parcel listed below and the name of the bidder and the amount of deposit follows:

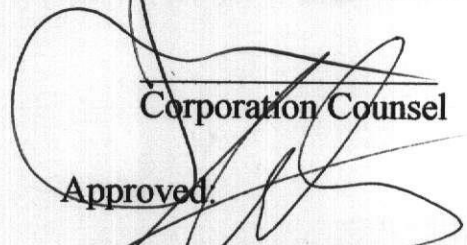
<u>Property Location</u>	<u>Name of Bidder</u>	<u>Deposit Amount</u>
915 Rollins Avenue	Peter P. Stasack, Jr.	\$500.00

Whereas, the parcel is land-locked and the bidder can obtain no access to the parcel and the property is inaccessible and unusable to the bidder.

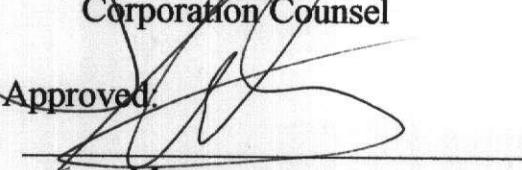
Now Therefore Be It Resolved, that the Common Council of the City of Rensselaer hereby and does authorize the return of the deposit in the amount of five hundred dollars (\$500.00) to the bidder; and

Be it Further Resolved that the City Treasurer of the City of Rensselaer is directed to return the above amount to the bidder within a reasonable time after the passage of this resolution.

Approved as to form and sufficiency
This 18th day of August, 2004.



Corporation Counsel

Approved: 

Mayor

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL ERIC LECORD	✓	
Total	8	0

#14

By Alderperson : *Council as a whole*

Seconded By Alderperson :

**A RESOLUTION TO ADOPT A TENTATIVE
BUDGET FOR FISCAL YEAR
AUGUST 1, 2004- JULY 31, 2005**

RESOLVED, that the tentative Budget for the City Fiscal Year, beginning August 1, 2004 and ending July 31, 2005, by the Common Council is adopted as follows:

GENERAL FUND

Total City Budget:	\$8,379,243.80
Less Estimated Revenues:	\$4,845,000.00
Total To be Raised by Tax Levy:	\$3,519,243.80
Assess Valuation:	\$110,661,526.00
Tax Rate Per Thousand:	31.802
Water Budget:	\$1,435,193.03
Solid Waste Budget:	\$526,133.78
Planning & Development (CDBG):	-0-

Approved as form and sufficiency
This 18th day of August 2004.

Corporation Counsel

Approved by:

Mayor

	AYES	NOES
BONNIE HAHN		✓
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	7	1