



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 OF THE COMMON COUNCIL NOVEMBER 17, 2004

1. A RESOLUTION SCHEDULING A PUBLIC HEARING FOR PROPOSED INCREASE IN SOLID WASTE RATES.
2. A RESOLUTION AMENDING RESOLUTION #8 DATED OCTOBER 20, 2004, AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF LAND OWNED BY THE CITY OF RENSSELAER TO THE HIGHEST BIDDER AT THE PUBLIC AUCTION HELD ON OCTOBER 16, 2004.
3. A RESOLUTION AMENDING RESOLUTION #8 DATED OCTOBER 20, 2004, AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF LAND OWNED BY THE CITY OF RENSSELAER TO THE HIGHEST BIDDER AT THE PUBLIC AUCTION HELD ON OCTOBER 16, 2004.
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RENSSELAER, NEW YORK SUPPORTING THE BESICORP-EMPIRE DEVELOPMENT COMPANY PROJECT AND AUTHORIZING THE EXECUTION AND DELIVERY OF HOST COMMUNITY AGREEMENTS AND EASEMENTS.
5. SEQRA FINDINGS STATEMENTS – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RENSSELAER, NEW YORK AUTHORIZING THE ISSUANCE OF FINDINGS STATEMENT RELATIVE TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT FOR THE BESICORP-EMPIRE DEVELOPMENT PROJECT AND THE UNDERTAKING OF RELATED ACTIONS.
6. A RESOLUTION INCREASING THE SALARY OF THE DEPUTY CHIEF OF POLICE FOR THE CITY OF RENSSELAER, NEW YORK.
7. A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FOR THE TREASURY DEPARTMENT.
8. A RESOLUTION AUTHORIZING PAYMENTS FOR SMALL MEDICAL BILLS FOR EDWARD DILLON.
9. A RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ZUKOWSKI LAWSUIT.
10. A RESOLUTION RATIFYING PILOT AGREEMENT, COMMUNITY BETTERMENT AGREEMENT AND LEASE AGREEMENT WITH THE FRANCISCAN COMMUNITY SERVICE CORPORATION (“FRANCISCANS”).
11. LOCAL LAW No. 8 FOR THE YEAR 2004 – A LOCAL LAW RELATIVE TO REQUIRING THE RESIDENCY OF EMPLOYEES INITIALLY APPOINTED OR PROMOTED BY THE CITY OF RENSSELAER, NEW YORK.
12. A RESOLUTION TO AWARD THE BID FOR THE DEMOLITION OF 2020 EIGHTH STREET, RENSSELAER, NEW YORK.
13. A RESOLUTION TRANSFERRING FUNDS TO THE RENSSELAER POP WARNER
14. A RESOLUTION AUTHORIZING THE USE OF CAPITAL DISTRICT TRANSIT AUTHORITY (“CTDA”) FUNDS FOR BABY POOL AND PARK IMPROVEMENTS.
15. A RESOLUTION SCHEDULING A PUBLIC HEARING FOR PROPOSED INCREASE IN WATER FEES.

A motion was made by Alderperson Mugenti to amend the agenda to add the following resolutions, seconded by Alderperson Council as a whole

16. A RESOLUTION RATIFYING SALES TAX AGREEMENT WITH RENSSELAER COUNTY.
17. A RESOLUTION TO AWARD THE BID FOR THE CONSTRUCTION OF A NEW BUILDING ENCLOSURE TO BE LOCATED AT PARTITION STREET, RENSSELAER, NEW YORK AT THE JAMES HILL HOOK AND LADDER.
18. A RESOLUTION AUTHORIZING THE CITY CLERK TO PUBLISH A "REQUEST FOR PROPOSALS" FOR THE PURCHASE OF ONE (1) USED ~~JOHN DEERE~~ BACKHOE, 1998 OR NEWER WITH HAMMER.
19. A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FOR THE COMMON COUNCIL.

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE ENDENBECK	✓	
DOMINICK TAGLIANTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	10	0

**CITY OF RENSSELAER
COMMON COUNCIL MEETING
WEDNESDAY EVENING
REGULAR MEETING
NOVEMBER 17, 2004**

THE COUNCIL CONVENED AT 8:30 PM AND WAS CALLED TO ORDER BY PRESIDENT BRIDGEFORD.

THE ROLL BEING CALLED THE FOLLOWING ANSWERED TO THEIR NAMES:

ALDERPERSON:	HAHN	STALL
	FELTS	ROGERS
	JIGUERE	GIRGENTI
	BRIDENBECK	JACKSON
	TAGLIENTO	

ABSENT: NONE.

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

COMMUNICATIONS: NONE

PETITIONS: RESIDENTS FROM EAT STREET REGARDING SIDEWALKS

CLAIMS: ANDRE SUTTON V. THE CITY OF RENSSELAER
DEUTSCHE BANK AND TRUST COMPANY V. THE CITY OF RENSSELAER

BIDS: BIDS OPENED FOR DEMOLITION OF 2020 EIGHTH STREET
BIDS OPENED FOR JAMES HILL HOOK AND LADDER BUILDING ENCLOSURE

A MOTION WAS MADE BY ALDERPERSON GIRGENTI AND SECONDED BY THE COUNCIL AS A WHOLE.

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19. A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FOR THE COMMON COUNCIL.

VOTE ON AMENDMENT TO AGENDA:

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

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

A MOTION WAS MADE BY ALDERPERSON GIRGENTI TO ADJOURN AT 9:30 PM SECONDED BY ALDERPERSON FELTS.

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

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

NEXT MEETING: DECEMBER 1, 2004

CITY OF RENSSELAER, COMMON COUNCIL MEETING

November 17, 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:

Bugenti Budenbeck

BILLS ENCUMBERED THROUGH:	11/3/2004	##	11/17/2004
Bills Pd. Prior to Board Audit	867,181.61		-
General City Bills 04/05	38,125.16	#	18,805.50
General City Bills 03/04			
Water-Paid Prior to Board Audit			
Water Department Bills 04/05	4,081.51	#	3,623.17
Water Department Bills 03/04			
Solid Waste Bills 04/05	-	#	33,085.96
Solid Waste Bills 03/04			
S.W. Bills paid prior to Board Audit			
Library-Bills paid Prior to Board Audit			
Library-04/05	-	#	3,648.18
Library-03/04			
Community Development Block Grant-	-	#	-
Rental Rehab Program	-	#	-
Home Program	-	#	-
Capital Projects (3rd Street 3rd Ave.)	-	#	-
TOTAL	909,388.28	#	59,162.81
PAYROLL DATES	11/3/2004	##	11/17/2004
Library Payroll	\$1,562.52	#	\$1,562.52
Common Council Payroll	\$2,616.51	#	\$2,616.51
General City Payroll	\$13,329.61	#	\$12,952.88
Snow removal overtime	\$0.00	#	\$0.00
Planning & Development Payroll	\$7,967.27	#	\$7,967.27
Fire Department Payroll	\$17,104.81	#	\$17,047.12
Fire Department Overtime(inc. Kelly days)	\$7,314.16	#	\$8,992.44
Fire Department Holiday Pay	\$0.00	#	\$0.00
Police Department Payroll	\$30,518.32	#	\$30,939.98
Police Department Overtime	\$13,754.46	#	\$12,060.31
Sting Reimbursement	\$0.00	#	\$0.00
DWI Reimbursement	\$0.00	#	\$0.00
Seatbelt Reimbursement	\$0.00	#	\$0.00
Court Reimbursement	\$676.88	#	\$446.52
Traffic	\$0.00	#	\$0.00
Buckle Up NY Re-Imbursement	\$0.00	#	\$0.00
Police Dispatcher & Clerk Payroll	\$6,488.04	#	\$6,759.96
Health Officer	\$192.31	#	\$192.31
Animal Control Officer	\$525.00	#	\$525.00
Crossing Guard Payroll	\$327.76	#	\$327.76
Sick Leave Incentive Pay	\$0.00	#	\$0.00
Retirement Buyout	\$13,172.62	#	\$0.00
Police Department Holiday Pay	\$0.00	#	\$0.00
Retro	\$0.00	#	\$688.50
Public Works Administration Payroll	\$2,032.60	#	\$2,286.44
Public Works Maintenance Payroll	\$25,792.59	#	\$23,373.51
Public Works Overtime	\$1,260.83	#	\$2,654.12
Clothing Allowance	\$0.00	#	\$0.00
Water Department Administration Payroll	\$2,484.41	#	\$2,484.41
Water Department Maintenance Payroll	\$5,490.51	#	\$5,224.14
Water Department Overtime	\$356.60	#	\$1,604.39
Clothing Allowance	\$0.00	#	\$0.00
Solid Waste Administration Payroll	\$227.04	#	\$227.04
Solid Waste Maintenance Payroll	\$7,829.86	#	\$7,994.66
Solid Waste Overtime	\$70.88	#	\$308.69
Clothing Allowance	\$0.00	#	\$0.00
Vacation Buyout	\$0.00	#	\$0.00
TOTAL	\$161,095.09	#	149,236.48

I hereby certify that the above claims were duly audited and ordered paid at a meeting of the Common Council held on this date: NOVEMBER 17 2004

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.

Mayor, Mark Pratt



CITY OF RENSSELAER

PURCHASING DEPARTMENT

CITY HALL, 505 BROADWAY
RENSSELAER, NEW YORK 12144

Richard M. Berhaupt
Purchasing

(518) 462-2251
FAX: (518) 462-3522

MEETING TOTALS NOVEMBER, 17 2004

A - FUND.....	18,805.50
F - FUND.....	3,623.17
CL - FUND.....	33,085.96
L - FUND.....	3,648.18

TOTAL..... \$ 59,162.81



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CITY OF RENSSELAER

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FREDERICK M. FUSCO
Chief of Police
JAMES R. FRANKOSKI
Deputy Chief

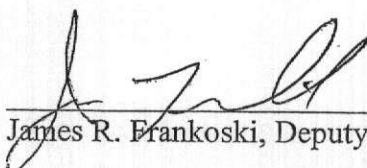
To: Mayor Mark Pratt
Board of Public Safety
Members of the Common Council
From: James R. Frankoski, Deputy Chief
Date: November 14, 2004
Re: Overtime

Supervisor	112	
Halloween	36	
Election Night	17	
Training	36	
Officer – Administrative	24	
Personnel Shortage	28	
Officer – Medical	24	C
Process Arrest	18.5	
Investigation	17.5	
School Crossing	4	
Officer – Comp	56	C
Dispatcher – Sick	8	C
Dispatcher – Vacation	8	C
High School Detail	6	
Public Relations	7	
Prisoner Transport	3	
Process Call	2.5	
City Court	3	
Matron	11.5	
Officer – Military	8	C
Traffic – DOT	8	

Reimbursement

Court Security	16.5	R
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C – Denotes Contractual
R – Denotes Reimbursement


James R. Frankoski, Deputy Chief



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OVERTIME ENDING WEEK OF NOVEMBER 15, 2004

J. ADAMS	10/31/04	HALLOWEEN	6 HRS.
	11/02/04	ELECTION NIGHT	6 HRS.
	11/03/04	TRAINING	4 HRS.
		TOTAL	16 HRS.

S. BONIFACE	10/31/04	HALLOWEEN	8 HRS.
	11/02/04	SUPERVISOR	8 HRS.
	11/02/04	SUPERVISOR	8 HRS.
	11/03/04	SUPERVISOR	8 HRS.
	11/03/04	ETHIER-ADMINISTRATIVE	8 HRS.
	11/09/04	SUPERVISOR	8 HRS.
	11/09/04	ETHIER-ADMINISTRATIVE	8 HRS.
	11/10/04	ETHIER-ADMINISTRATIVE	8 HRS.
	11/12/04	SUPERVISOR	8 HRS.
	11/13/04	SUPERVISOR	8 HRS.
		TOTAL	80 HRS.

W. FAMIGLIETTI	11/01/04	PERSONNEL SHORTAGE	8 HRS.
	11/02/04	ELECTION NIGHT	5½ HRS.
	11/03/04	TRAINING	4 HRS.
	11/07/04	TERRY-MEDICAL	8 HRS.
	11/09/04	PROCESS ARREST	1½ HRS.
	11/13/04	PROCESS ARREST	2 HRS.
		TOTAL	29 HRS.

D. FUMAROLA	11/02/04	INV.	1 HR.
	11/04/04	INV.	1 HR.
	11/05/04	INV.	1 HR.
	11/06/04	INV.	1 HR.
	11/09/04	INV.	2 HRS.
	11/11/04	INV.	4 HRS.
		TOTAL	10 HRS.

J. GALLAGHER	11/01/04	SCHOOL CROSSING	1 HR.
	11/01/04	TRAINING	4½ HRS.
	11/02/04	SCHOOL CROSSING	1 HR.
	11/02/04	TERRY-COMP	8 HRS.
	11/05/04	SCHOOL CROSSING	1 HR.
	11/13/04	NORMANDIN-COMP	4 HRS.
		TOTAL	19½ HRS.

T. HANSEN	11/12/04	INV.	4½ HRS.
		TOTAL	4½ HRS.



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OVERTIME ENDING WEEK OF NOVEMBER 15, 2004 PAGE: 2

S. KNOWLES	11/11/04	PERSONNEL SHORTAGE	TOTAL	8 HRS.
C. LAMMERTS	11/03/04 11/05/04	S.PETRUCCI-SICK LOURINIA-VAC	TOTAL	4 HRS. 8 HRS. 12 HRS.
V. LOURINIA	11/03/04	S.PETRUCCI-SICK	TOTAL	4 HRS.
J. MARTYN	10/31/04 11/03/04 11/10/04 11/12/04	HALLOWEEN TRAINING HIGH SCHOOL DETAIL INV.	TOTAL	6 HRS. 4½ HRS. 3 HRS. 1 HR. 14½ HRS.
M. MCCOY	11/08/04 11/08/04 11/09/04 11/13/04	INV. TERRY-MEDICAL OLSON-COMP PROCESS ARREST	TOTAL	2 HRS. 8 HRS. 8 HRS. 2½ HRS. 20½ HRS.
D. MICARE	11/01/04 11/09/04 11/10/04 11/10/04	TRAINING SCHOOL CROSSING PUBLIC RELATIONS PRISONER TRANSPORT	TOTAL	4 HRS. 1 HR. 3½ HRS. 1½ HRS. 10 HRS.
J. NORMANDIN	10/31/04 10/31/04 11/01/04 11/02/04 11/09/04 11/10/04	PROCESS ARREST HALLOWEEN PROCESS CALL ELECTION NIGHT PROCESS ARREST PUBLIC RELATIONS	TOTAL	½ HR. 8 HRS. 1 HR. 5½ HRS. 1 HR. 3½ HRS. 19½ HRS.
P. OLSON	11/01/04 11/03/04 11/12/04	PROCESS ARREST TERRY-COMP PROCESS CALL	TOTAL	½ HR. 8 HRS. 1 HR. 9½ HRS.



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OVERTIME ENDING WEEK OF NOVEMBER 15, 2004 PAGE: 3

F. PETRUCCI	10/15/04	SUPERVISOR	8 HRS.
	10/16/04	SUPERVISOR	8 HRS.
	10/17/04	SUPERVISOR	8 HRS.
	10/18/04	SUPERVISOR	8 HRS.
	10/22/04	SUPERVISOR	8 HRS.
	10/23/04	SUPERVISOR	8 HRS.
	10/24/04	SUPERVISOR	8 HRS.
	10/25/04	SUPERVISOR	8 HRS.
		TOTAL	64 HRS.

J. ROBELOTTO	11/01/04	CITY COURT	3 HRS.
	11/03/04	TRAINING	4 HRS.
	11/10/04	PRISONER TRANSPORT	1½ HRS.
	11/10/04	PROCESS ARRESTS	4 HRS.
	11/10/04	HIGH SCHOOL DETAIL	3 HRS.
	11/12/04	PROCESS CALL	½ HR.
	11/14/04	PERSONNEL SHORTAGE	3 HRS.
	11/14/04	PERSONNEL SHORTAGE	8 HRS.
		TOTAL	27 HRS.

S. SAUER	11/03/04	MATRON	1 HR.
	11/06/04	MATRON	8½ HRS.
	11/12/04	MATRON	2 HRS.
		TOTAL	11½ HRS.

S. SMITH	10/31/04	HALLOWEEN	8 HRS.
	11/01/04	TRAINING	4 HRS.
	11/01/04	TERRY-COMP	8 HRS.
	11/02/04	PROCESS ARREST	3½ HRS.
	11/03/04	ROBELOTTO-MILITARY	8 HRS.
	11/10/04	OLSON-COMP	8 HRS.
		TOTAL	39½ HRS.

F. TERRY	10/31/04	PERSONNEL SHORTAGE	1 HR.
	11/01/04	TRAINING	3 HRS.
		TOTAL	4 HRS.

MCKENNEY - 11/13/04 - REGULAR DISPATCHER PAY - TOTAL HOURS - 12

JORDAN - 11/13/04 - REGULAR DISPATCHER PAY - TOTAL HOURS - 12



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M. MALATINO	11/01/04	TRAFFIC - DOT	8 HRS.
	11/03/04	TRAINING	4 HRS.
	11/06/04	KNOWLES-COMP	8 HRS.
	11/09/04	PROCESS ARREST	3 HRS.
	11/11/04	TERRY-MEDICAL	8 HRS.
	11/13/04	MARTYN-COMP	4 HRS.
		TOTAL	35 HRS.

S. BONIFACE - 10/31/04; 11/02/04; 11/02/04; 11/03/04; 11/03/04; 11/05/04; 11/06/04; 11/07/04;
11/08/04; 11/09/04; 11/10/04; 11/12/04; 11/13/04; 11/14/04 - SUPERVISOR PAY -
TOTAL HOURS - 120

D. FUMAROLA - 11/04/04; 11/05/04; 11/06/04; 11/11/04 - SUPERVISORY PAY - TOTAL HOURS - 32



JAMES R. FRANKOSKI, DEPUTY CHIEF



CITY OF RENSSELAER

OFFICE OF

FIRE DEPARTMENT

CITY HALL, 505 BROADWAY
RENSSELAER, NEW YORK 12144
(518) 465-3259

JAMES D VAN VORST JR
CHIEF

JAMES J. CORCRAN
1st ASSISTANT CHIEF
MICHAEL D FALKOUSKI
2nd ASSISTANT CHIEF

To: Members of the Board of Public Safety
Members of the Common Council
From: James Van Vorst, Fire Chief
Date: November 5, 2004
Re: Overtime

Contract	15 hours
Vacation	48 hours
Sick	72 hours
Personal	24 hours
Kelly Day	48 hours
EMT recert	4 hours
Court	4 hours
Port Fire	21.5 hours
1612 Fifth St Fire	17 hours
Arson Invest Class	24 hours

Total 277.5 hours 24 hours of the 277.5 are covered by part timers

Den Ellis 5 hours for BIFRs per contract
Mike Mann 5 hours for radios per contract
Keith Wheeler 5 hours for air packs per contract

- 10/24/04 – Rick Schrimsher working his Kelly Day 24 hours
- 10/24/04 – Keith Wheeler vacation 24 hrs covered by Bill Schumaker (no part timers available)
- 10/24/04 – Keith Wheeler put Engine 2 in service 3.5 hours due to Port Fire
- 10/24/04 – Dick Slauson put Engine 1 in service twice due to Port Fires total of 8 hours
- 10/25/04 – Mike Mann 4 hours court time Subpoenaed regarding Keith Bradt case
- 10/26/04 – Mike Mann sick 24 hours covered by Dave Sleasman (no part timers available)
- 10/26/04 – Russell Cole EMT recert 4 hrs covered by Jay Foust (no part timers available)
- 10/27/04 – Rick Mollenkoph working his Kelly Day 24 hours
- 10/27/04 – Jay Foust 7 hours fire at 1618 Fifth St, put Eng 2 in service & covered for fire investigator
- 10/27/04 – Dave Sleasman 7 hours fire investigation of 1618 Fifth St.
- 10/27/04 – Keith Wheeler 3 hours filling & repairing SCBAs due to fire at 1618 Fifth St.
- 10/28/04 – Keith Wheeler vacation 24 hrs covered by Rick Mollenkoph (no part timers available)
- 10/30/04 – Mike Mann sick 24 hours covered by Paul Felts (part time)

10/31/04 – Keith Wheeler put Eng 1 in service for 5 hours due to Port Fire

10/31/04 – Jay Foust put Eng 2 in service for 5 hours due to Port Fire

11/2/04 – Phil Foust personal time 24 hrs covered by Josh Davenport (no part timers available)

11/3/04 – Mike Mann sick 24 hours covered by Phil Foust (no part timers available)

11/4/04 – Dick Slauson Arson School 24 hours covered by Keith Wheeler (no part timers available)

NAME	Reg	Vac	Sic	Per	605110	608120	308165	601625	208340	605142
					M & H	Sewer	S/W	Build	Water	Snow

Thomas	40							11 1/2		
	40							13		
	80							24 1/2		

24 1/2 h.o.T.

Torres, Nestor	34 1/2		5 1/2							
	38 1/2			1 1/2						
total	73		5 1/2	1 1/2						

Van Vorst	32		8		2					
	39									
total	71		8		2					

No More time left
2 h.o.T.

Wells	32		8							
	36		4							
total	68		12							

Ziegler	40									
	40									
total	80									

WATER DEPARTMENT

James	38		2				10 1/2	5 1/2		
	38							25		
total	76		5				10 1/2	28 1/2		

39 h.o.T.

La Marre	32		8					6 1/2		
	40							18		
total	72		8					24 1/2		

24 1/2 h.o.T.

Alcombright	40							7 1/2		
Bingert	36							10 1/2		
total	76							18		

18 h.o.T.

(Probation)

605110	608120	308165	601625	208340	605142
M & H	Sewer	S/W	Build	Water	Snow

NAME	Reg
------	-----

Vac	Sic	Per
-----	-----	-----

Hardt	38 1/2
	40
total	78 1/2

	1 1/2	
	1 1/2	

1					
1					

1 hr. O.T.

Hennessey	40
	40
total	80

Maloney	28
	30
total	58

1					
5					
6					

6 hr. O.T.

Marcoccia	39 1/2
	37
total	76 1/2

		1/2
	3	
	3	1/2

Pafundi	32
	30
total	62

	8	
	10	
	18	

Prescott	38
	40
total	78

Probation		

		3 1/2			
		3 1/2			

3 1/2 hr. O.T.

Quickenton	40
	31 1/2
total	71 1/2

		1/2
8		
8		1/2

Ritely	
total	

Ryan, J	40
	40
total	80

		2			
		2			

2 hr. O.T.

Ryan, N	40
	40
total	80

Sauer, B	40
	37
total	77

	3	
	3	

Sauer, R	40
	40
total	80

Schumaker	32
	24
total	56

	8	
8	8	
8	16	

Alberto Torres	28
	29
total	57

#1

By Alderperson

:

Jackson

Seconded by Alderperson

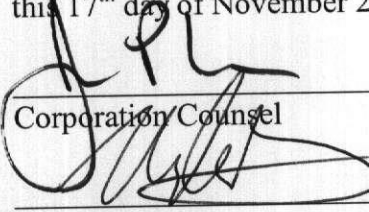
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A RESOLUTION SCHEDULING A PUBLIC HEARING FOR PROPOSED INCREASE IN SOLID WASTE RATES

WHEREAS, the City of Rensselaer is desirous of scheduling a Public Hearing to receive input from the public on the City's proposal to raise solid waste rates; namely to increase solid waste rates from Thirty Three Dollars (\$33.00) to Thirty Six Dollars (\$36.00) per quarter within the City and from Forty Five Dollars (\$45.00) per quarter to Fifty Dollars (\$50.00) per quarter for out of City rates.

NOW THEREFORE, BE IT RESOLVED, that a Public Hearing be scheduled for December 1, 2004 at 7:45 p.m. in the Council Chambers of City Hall, 505 Broadway, Rensselaer, New York, to discuss the proposed increase in solid waste rates.

Approved in form and sufficiency
this 17th day of November 2004



Corporation Counsel

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	not present	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	not present	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	8	0

Resolutionsolidwaste111704

Mayor

CITY OF RENSSELAER

DEAR SOLID WASTE CUSTOMER,

DUE TO THE INCREASING COST OF DUMPING FEES, GASOLINE & MAINTENANCE OF VEHICLES WE MUST INCREASE OUR SOLID WASTE FEES FROM \$33.00 TO \$36.00 EVERY THREE MONTHS. WE HAVE ALSO CHANGED THE RULES FOR BULK PICK UPS. IT WILL BE THE HOME OWNER'S RESPONSIBILITY TO INFORM THEIR TENANTS OF THE NEW RULES.

RECYCLING & CURB SIDE PICK UP GUIDELINES
DO NOT PUT OUT BEFORE 7:00 PM

WE DO NOT PICK UP ON LEGAL HOLIDAYS

TRASH MUST BE BAGGED (NOT OVER 50 POUNDS) AND PLACED IN A 32 GALLON CONTAINER

"ALL RECYCLABLES MUST BE IN CONTAINERS MARKED RECYCLABLES"

The containers (glass/metal/plastic) must be clean & placed loosely in the bottom of your recycle bin.
All paper items, such as newspapers, magazines, cereal & gift boxes should be placed loosely on top of bin.

Pizza boxes & any shape styrofoam are trash, not recyclable!!!
Card board boxes must be flattened and no longer than 3 feet X 2 feet.

NEW BULK RULES:

462-9616 OR 462-9617

1. AS OF JANUARY 1, 2005 EACH UNIT WILL BE ALLOWED 2 PICK UPS PER YEAR. TO BE PUT ON THE LIST YOU MUST CALL ON MONDAY MORNING AFTER 8:30. THERE ARE A LIMITED AMOUNT OF STOPS WE CAN MANAGE ON FRIDAY, SO DO NOT LEAVE MESSAGES ON THE MACHINE. IF YOU HAVE ADDITIONAL BULK PICK UPS THERE WILL BE A CHARGE OF \$25.00 THAT WILL BE BILLED TO THE HOME OWNER.
2. THE BULK SIZE MUST BE 8' LONG X 4' WIDE X 4' HIGH--OVERSIZED STOPS OR CLEAN OUTS WILL HAVE A CHARGE OF \$100.00 BILLED TO THE HOME OWNER.
3. PROPANE TANKS WILL HAVE A \$5.00 CHARGE.
4. TIRES WILL HAVE A CHARGE OF \$5.00 EACH.

NOT ACCEPTABLE FOR BULK OR TRASH

1. Auto parts--including batteries
2. Construction, demolition or remodeling material
3. Concrete & bricks
4. Liquid paint
5. Chemicals- household or pool
6. Medical waste including hypodermic needles
7. Hazardous waste--including oil & gas

To have yard waste picked up call 462-5512. Leaves & grass clippings must be in **PAPER biodegradable bags**. We will not pick up any plastic bags of leaves. Branches should be no longer than 4 feet and tied together. We also take Christmas trees & wreaths in season.

It is the landlord's responsibility to make sure these rules are followed by their tenant(s). All bills will be sent to the home owner & any unpaid charges will be relieved to the City taxes.

ANY QUESTION PLEASE CALL 462-9616

Need A Resolution To Raise The
Solid Waste Rates

\$3.00 Per Quarter.

From \$33.00 Per Quarter

To \$36.00 . . .

Out of City Rates

\$5.00 Per Quarter

From \$45.00 Per Quarter

To 50.00 Per Quarter.

Check with Mr. Hicks, does this
Need a Public Hearing.

Thank You!
Ed. Kosmick
Commissioner D.P.W

Pat Jackson to sponsor.

2 By Alderperson

Felts

Seconded by Alderperson

A RESOLUTION AMENDING RESOLUTION #8, DATED OCTOBER 20, 2004, AUTHORIZING THE CONVEYANCE OF ~~VARIOUS PARCELS~~ OF LAND OWNED BY THE CITY OF RENSSELAER TO THE HIGHEST BIDDER AT THE PUBLIC AUCTION HELD ON OCTOBER 16, 2004

WHEREAS, the City of Rensselaer previously passed a Resolution authorizing the conveyance of a parcel of land with improvements located at 37 Second Avenue, Rensselaer, New York, to the highest bidder, Shirley Daigle, and

WHEREAS, the highest bidder is disabled and is therefore unable to purchase the property from the City of Rensselaer,

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the city of Rensselaer hereby and does authorize the amendment of Resolution #8, dated October 20, 2004, rescinding the authorization to convey 37 Second Avenue, Rensselaer, New York, and

BE IT FURTHER RESOLVED, that the City Council directs that the City Treasurer return the deposit made by Shirley Daigle, One Thousand Dollars (\$1,000.00) to here and that the property be offered at the next Public Auction ~~scheduled for November 20, 2004.~~ *next December public auction*

Vote to Amend

Main Issue

Approved in form and sufficiency this 17th day of November 2004

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	<i>not present</i>	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	9	0

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	<i>not present</i>	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	<i>not present</i>
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	8	0

Corporation Counsel
Mayor

Resolution daigle 111704

Withdrawn

#3

By Alderperson : _____

Seconded by Alderperson : _____

A RESOLUTION AMENDING RESOLUTION #8, DATED OCTOBER 20, 2004, AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF LAND OWNED BY THE CITY OF RENSSELAER TO THE HIGHEST BIDDER AT THE PUBLIC AUCTION HELD ON OCTOBER 16, 2004

WHEREAS, the City of Rensselaer previously passed a resolution authorizing the conveyance of a vacant parcel of land located at 33 Elmhurst Avenue, Rensselaer, New York, to the highest bidder, and

WHEREAS, prior to the auction, two (2) adjoining property owners submitted bids for the parcel but the parcel was offered for auction without notification to one (1) of those adjoining property owners.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Rensselaer hereby and does authorize the amendment of Resolution #8, dated October 20, 2004, rescinding the authorization to convey 33 Elmhurst Avenue, Rensselaer, New York, and

BE IT FURTHER RESOLVED, that the City Council directs that the property be offered at the next Public Auction scheduled for November 20, 2004.

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

Resolutionamendres8_111704

Approved in form and sufficiency
this 17th day of November 2004

Corporation Counsel

Mayor

SAMPLE**PATRICK M. GRATTAN**

Attorney for the City of Rensselaer -- Tax Foreclosure Proceedings
2870 Route 9 - Post Office Box 718
Valatie, New York 12184
telephone (518) 758-9215 ----- facsimile (518) 758-9654

September 10, 2004

Suzanne Polsinello
141 Aiken Avenue
Rensselaer, New York 12144

RE: Property owned by the City of Rensselaer
Aiken Avenue, Lot size: 53' x 52'
311 - Residential Vacant Land

Dear Property Owner:

At this time, the City of Rensselaer owns the above property. The City Charter requires that the property be offered first to abutting owners. Therefore, you and all other abutting owners may bid on this property. In the event that more than one neighbor submits a bid, the property must be sold at a public sale at which both neighbors and members of the public may bid.

You may purchase this property for fair market value plus the cost of appraising the parcel. The fair market value of the property is \$150.00. The cost of the appraisal is \$150.00. Therefore, the above parcel may be purchased for \$300.00. If you wish to purchase the parcel, please complete the enclosed form and return it to me no later than the date indicated on the form.

The City Council must approve the sale of the property to you by resolution. You must complete the purchase of the property within thirty (30) days of the date of that resolution. At that time, you will pay the balance of the purchase price, filing fees and a pro-rata portion of the property taxes for the current tax year.

The City of Rensselaer will convey the property to you by quit claim deed free of all liens, mortgages and judgments.

If you need any further information, please do not hesitate to contact me.

Very truly yours,

Patrick M. Grattan
Attorney for the City of Rensselaer
Tax Foreclosure Proceedings

OFFER FROM ABUTTING PROPERTY OWNER TO PURCHASE REAL PROPERTY OWNED BY THE CITY OF RENSSELAER

SAMPLE

I (we) hereby offer to purchase:

Property Location: 128 Aiken Avenue
Property Description: 311 - Residential Vacant Land Lot Size: 38' x 900'
for the sum of Four Hundred and 00/100 Dollars (\$400.00).

I understand that:

1. This property is being offered to me and other abutting property owners in accordance with the Rensselaer City Charter.
2. If more than one bid is received for this parcel, the parcel will be sold by sealed bid at a public sale.
3. If my bid is accepted on this property, I will be sent an acceptance letter along with a contract that I must sign and return with my 10% deposit.
4. If my bid is accepted I must finalize the purchase within sixty (60) days of signing the contract. At that time I will pay the balance of the purchase price and a pro-rata portion of the property taxes for the current tax year.
5. The City of Rensselaer will convey the property to me by quit claim deed free of all liens, mortgages and judgments.

Authorized Signature(s): _____
(Signatures of ALL Bidders Required)

Please verify the following information and make any necessary corrections, as this information is necessary to prepare your contract and deed:

Name of Bidder(s): Frank J. Durivage & Marilyn F. Durivage

Mailing Address: 116A Aiken Avenue
Rensselaer, New York 12144

Telephone Numbers: Daytime () - , Ext. _____
Evening () - , Ext. _____

Social Security Number(s): _____
(Enter Social Security Number for Each Bidder)

Deadline to submit a bid on this parcel: September 30, 2004

Do not send your deposit with this bid form.

Return this completed form to:
Patrick M. Grattan, Esq.
P.O. Box 718
Valatie, New York 12184

With drawn

#4

By Alderperson : _____

Seconded by Alderperson : _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
RENSELAER, NEW YORK SUPPORTING THE BESICORP-
EMPIRE DEVELOPMENT COMPANY PROJECT AND
AUTHORIZING THE EXECUTION AND DELIVERY OF HOST
COMMUNITY BENEFITS AGREEMENTS AND EASEMENTS**

WHEREAS, Besicorp-Empire Development Company, LLC ("BEDCO") has proposed to construct a project (the "Project") consisting of the Power Project (defined below) and the Newsprint Project (defined below), and

WHEREAS, the Power Project consists of the following: (A) (1) the acquisition of an interest in certain parcels of land contained within approximately 80 acres located on Riverside Avenue, in the City of Rensselaer, Rensselaer County, New York currently owned by BASF Corporation (the "Land"), (2) the construction on the Land of multiple facilities to contain in the aggregate approximately 350,000 square feet of space that will produce 505 megawatts (nominal) of electricity and 1,300,000,000 lbs. Of steam annually (collectively, the "Power Facility"), (3) the construction on the Land of a related water treatment plant to contain approximately 145,000 square feet of space (the "Treatment Facility"), (4) the construction of an approximately 8.1 mile electrical interconnection and the acquisition of interests in certain parcels of land along the existing Niagara Mohawk electric transmission corridor and right of way in the City of Rensselaer and the Towns of East Greenbush and North Greenbush, Rensselaer County (the Electrical Interconnection"), (5) the construction of an approximately 4.5 mile natural gas interconnection and the acquisition of interests in certain parcels of land in the City of Rensselaer and the Towns of East Greenbush and Schodack, Rensselaer County (the "Gas Interconnection") (the Power Facility, the Treatment Facility, the Electrical Interconnection and the Gas Interconnection hereinafter collectively referred to as the "Generating Facility") and (6) the acquisition and installation in the Generating Facility of certain machinery and equipment (the "Equipment" and, together with the Land and the Generating Facility, the "Power Project"), and

WHEREAS, the Paper Project consists of the following: (A) (1) the acquisition of an interest in the Land; (2) the construction on the Land of a newspaper recycling mill to contain approximately 705,000 square feet of space to process approximately 430,000 air-dried metric tons per year of newspaper and magazines (the "Paper Facility"), (3) the construction on the Land of a related treatment plant to contain approximately 145,000 square feet of space (the "Treatment facility", and together with the Paper Facility, the "Facility"), and (4) the acquisition and installation in the Facility of certain machinery and equipment (the "Equipment" and, together with the Land and the Facility, the "Paper Project"), and

WHEREAS, the City Council by resolution adopted on _____, 2004 adopted a Findings Statement with respect to the Project as required by Article 8 of the New York State

Environmental Conservation Law, known as the State Environmental Quality Review Act and implementing regulations set forth at 6NYCRR Part 17, as amended, and

WHEREAS, the City Council by resolution adopted on May 24, 2004, approved certain Mutual Conditions to Host Community Benefits Agreements attached thereto (the "Mutual Conditions") and now desires to reaffirm the Mutual Conditions and approve the inclusion of the terms and conditions of the Mutual Conditions in enforceable agreements between the City and BEDCO and/or affiliates of BEDCO, and

WHEREAS, the City desires to facilitate, encourage and support the construction and operation of the Project, and

WHEREAS, the Power Project is to be undertaken by Besicorp Empire Power Company, LLC (the "Power Company") and the Paper Project is to be undertaken by Besicorp-Empire Newsprint, LLC ("Newsprint"), and

WHEREAS, Power Company and Newsprint have proposed to enter into Host Community Benefits Agreements with the City, copies of which are attached to this resolution (the "Benefits Agreement"), to make certain payments to the City after commencement of commercial operation of the Power Project and the Paper Project respectively in consideration of various easements, licenses and permits to be granted by the City for the Paper Project and the Power Project and for other services and approvals to be provided or granted by the City.

NOW THEREFORE, BE IT RESOLVED, by the Common Council as follows:

Section 1. Support of Project. The City Council hereby declares its full and unqualified support for the Project and the resolutions dated June 4, 2003, November 19, 2003 and January 21, 2004 (authorizing a lawsuit under the Federal Solid Waste Disposal Act) previously adopted by the City Council are hereby repealed. The City shall take all such action, and shall endeavor to obtain support from all other interested municipalities, public agencies and other parties, so as to encourage the acquisition, construction, equipping and operation of the Power Project and the Paper Project.

Section 2. Approval of Benefits Agreements. The terms of the Benefits Agreements are just and reasonable, are in the best interest of the City and incorporate the terms and conditions of the Mutual Conditions. The Mayor is hereby authorized to execute and deliver the Benefits Agreements in substantially the forms presented to the City Council at this meeting.

Section 3. Approval of Easements. The Mayor is hereby authorized to execute and deliver one or more easement agreements, license agreements, permits and incidental property rights as may from time to time be requested by Power Company and/or Newsprint and/or their parents, subsidiaries, affiliates, partners, lenders, successors and/or assigns in favor of Power Company and/or Newsprint, their parents, subsidiaries, affiliates, partners, lenders, successors and/or assigns as may be necessary or desirable for the construction and operation of the Power Project and the Paper Project including, without limitation, for the installation and operation of water or other pipes for the supply, delivery and discharge of water, steam or hot water, to install and maintain pipes for the delivery of natural gas to the Power Project, to install and maintain wires, cables, conduits, terminals, transformers, pedestals, equipment, structures and other fixtures used in connection with the transmission and distribution of electricity or other electronic, telephonic or other forms of communication; and during any period of construction of the Power Project or the Paper Project for the temporary storage of construction materials and

access over City property during construction. All such easements, licenses, permits or incidental property rights shall be affected pursuant to legal instruments or other appropriate documents as are customary in transactions of a similar kind. BEDCO shall draft the necessary documents or agreements, will pay the cost of any title searches or title insurance, and before executing and delivering any such easements or agreements, the Mayor shall have the right to seek, at the City's own expense, legal counsel regarding the form and substance of such documents or agreements. Should any questions or problems arise after the easements, licenses, permits or incidental property rights are given which would prevent the Paper Company and/or the Power Company from the full use and enjoyment of the property over which easements, licenses, permits or incidental property rights are given the City shall exercise its condemnation powers in protecting the rights given.

Section 4. Effective Date. This resolution shall take effect immediately.

Approved in form and sufficiency
this 17th day of November 2004

Corporation Counsel

Mayor

ResolutionBEDCO111704

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

Withdrawn

#5

By Alderperson : _____

Seconded by Alderperson : _____

SEQRA FINDINGS STATEMENT

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RENSSELAER, NEW YORK AUTHORIZING THE ISSUANCE OF A FINDINGS STATEMENT RELATIVE TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT FOR THE BESICORP-EMPIRE DEVELOPMENT PROJECT AND THE UNDERTAKING OF RELATED ACTIONS

WHEREAS, Besicorp-Empire Development Company, LLC ("BEDCO") has proposed to undertake a project (the "Project") consisting of the construction of the Power Project (defined below) and the Newsprint Project (defined below), and

WHEREAS, the Power Project consists of the following: (A) (1) the acquisition of an interest in certain parcels of land contained within approximately 80 acres located on Riverside Avenue, in the City of Rensselaer, Rensselaer County, New York currently owned by BASF Corporation (the "Land"), (2) the construction on the Land of multiple facilities to contain in the aggregate approximately 350,000 square feet of space that will produce 505 megawatts (nominal) of electricity and 1,300,000,000 lbs. Of steam annually (collectively, the "Power Facility"), (3) the construction on the Land of a related water treatment plant to contain approximately 145,000 square feet of space (the "Treatment Facility"), (4) the construction of an approximately 8.1 mile electrical interconnection and the acquisition of interests in certain parcels of land along the existing Niagara Mohawk electric transmission corridor and right of way in the City of Rensselaer and the Towns of East Greenbush and North Greenbush, Rensselaer County (the "Electrical Interconnection"), (5) the construction of an approximately 4.5 mile natural gas interconnection and the acquisition of interests in certain parcels of land in the City of Rensselaer and the Towns of East Greenbush and Schodack, Rensselaer County (the "Gas Interconnection") (the Power Facility, the Treatment Facility, the Electrical Interconnection and the Gas Interconnection hereinafter collectively referred to as the "Generating Facility") and (6) the acquisition and installation in the Generating Facility of certain machinery and equipment (the "Equipment" and, together with the Land and the Generating Facility, the "Power Project"), and

WHEREAS, the Paper Project consists of the following: (A) (1) the acquisition of an interest in the Land; (2) the construction on the Land of a newspaper recycling mill to contain approximately 705,000 square feet of space to process approximately 430,000 air-dried metric tons per year of newspaper and magazines (the "Paper Facility"), (3) the construction on the Land of a related treatment plant to contain approximately 145,000 square feet of space (the "Treatment Facility", and together with the Paper Facility, the "Facility"), and (4) the acquisition and installation in the Facility of certain machinery and equipment (the "Equipment" and, together with the Land and the Facility, the "Paper Project"), and

WHEREAS, pursuant to Article X of the Public Service Law and Article 8 of the New York State Environmental Conservation Law, known as the State Environmental Quality Review Act and implementing regulations set forth in 6 NYCRR Part 617, as amended ("SEQRA"), BEDCO has submitted a combined Article X Application/Draft Environmental Impact Statement (the "DEIS") to the Commissioner of the Department of Environmental Conservation (the "DEC") and the New York State Board on Electric Generating Siting and the Environment with respect tot the Project, and

WHEREAS, the City has participated as an active party in the combined Article S/SEQRA proceeding, and

WHEREAS, the City is required to grant certain easements or other real property interests, and issue various approvals for the Project, including, without limitation, Host Community Benefit Agreements, and

WHEREAS, the Power Project is subject to Article X of the Public Service Law and is exempt from SEQRA, and

WHEREAS, the DEC acted as lead agency pursuant to SEQRA for purposes of the environmental review of the Paper Project, and

WHEREAS, the DEC Commissioner on _____, 2004 issued a Final Decision for the Project (the "Final Decision") including DEC's final SEQRA document and appropriate findings, and

WHEREAS, as part of the SEQRA process, the City Council has considered the DEIS, the Final Environmental Impact Statement (the "FEIS"), the Final Decision (the DEIS, the FEIS, the Final Decision and all supporting documentation attached thereto being collectively referred to as the "Environmental Materials"), copies of which were presented to and reviewed by the City Council at this meeting and copies of which are on file with the City Clerk, and such other information of which it is aware with respect to the Project, and

WHEREAS, a proposed findings statement has been prepared in accordance with 6 NYCRR Section 617.11 which is attached to this resolution, and

WHEREAS, the findings statement attached to this resolution has been reviewed and considered by the City Council.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby accepts the environmental review conducted by the DEC and the DEC's acting as "lead agency" with respect to the Project for purposes of SEQRA, and

BE IT FURTHER RESOLVED, that the City Council, based on review of all of the Environmental Materials, makes the findings set forth in the statement (the "Findings Statement") which is attached to, and hereby incorporated as part of this resolution, and

BE IT FURTHER RESOLVED, that the City Council authorize the City's Mayor to certify and sign the Findings Statement on behalf of the City Council, and directs that the Mayor or his designated representative file copies of the Findings Statement with the involved agencies for the Project and as may otherwise be required by 6 NYCRR Section 617.12, and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

Approved in form and sufficiency
this 17th day of November 2004

Corporation Counsel

Mayor

Resolutionfindingsstate111704

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

STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER)

I, Maureen Nardacci, City Clerk of the City of Rensselaer, Rensselaer County, New York (the "City"), DO HEREBY CERTIFY:

That I have compared the minutes of the meeting of the City Council of the City of Rensselaer held on the 17th day of November, 2004, including the resolution contained therein, with the original thereof on file in my office, and the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that the full City Council of the City consists of ten (10) members; that ____ () members of the City Council were present at such meeting, and that ____ () of such members voted in favor of the above resolutions.

I FURTHER CERTIFY that (i) all members of the City Council had due notice of the meeting, (ii) pursuant to Article 7 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public, and due notice of the time and place of such meeting was duly given in accordance with Article 7 of the Public Officers Law, and (iii) the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City this 17th day of November 2004.

Maureen Nardacci, Clerk
City of Rensselaer
Rensselaer County, New York

**STATE ENVIRONMENTAL QUALITY REVIEW ACT
FINDINGS STATEMENT**

Pursuant to Article 8 (State Environmental Quality Review Act – SEQRA) of the Environmental Conservation Law and 6 NYCRR Part 617, the City of Rensselaer Common Council as the Lead or an Involved Agency makes the following findings.

Name of Action: Besicorp-Empire Development Company Project.

Description of Action: Construction of a 505 megawatt natural gas fuel cogeneration facility, that also employs low sulfur fuel oil as a backup, an approximately 4.5 mile natural gas interconnection, and approximately 8.1 mile electrical interconnection and related facilities and the construction and operation of an approximately 705,000 square foot facility for the manufacture of recycled newsprint from old newspapers and magazines and related facilities.

Location: Riverside Avenue, Rensselaer, New York.

Agency Jurisdiction: Granting of easements and other real property interests and approvals, including, without limitation, Host Community Benefit Agreements.

Date Final Environmental Impact Statement Filed:

Facts and Conclusions Relied on to Support the Decision: See attached pages.

Certification to Approve/Fund/Undertake:

Having considered the draft and final Environmental Impact Statement and having considered the preceding written facts and conclusions relied on to meet the requirements of 6 NYCRR Part 617.11, this Statement of Findings certifies that:

1. The requirements of 6 NYCRR Part 617 have been met;
2. Relevant environmental impacts, facts and conclusions disclosed in the final EIS have been considered;
3. Relevant environmental impacts have been weighed and balanced with social, economic and other considerations;
4. Consistent with social, economic and other essential considerations from among the reasonable alternatives available, the action is the one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that adverse impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable, and

5. (And if applicable) Consistent with the applicable policies of Article 42 of the Executive law, as implemented by 19 NYCRR Part 600.5, this action will achieve a balance between the protection of the environment and the need to accommodate social and economic considerations.

City of Rensselaer

Signature of Responsible Official

Mark G. Pratt
Name of Responsible Official

Mayor
Title of Responsible Official

Date

Address of Agency:

City of Rensselaer
City Hall
505 Broadway
Rensselaer, NY 12144

Cc: Other Involved Agencies
Applicant

City of Rensselaer City Council (the "City Council") concurs with the Final Decision of the Commissioner of the New York State Department of Environmental Conservation issued on _____, 2004 and relies upon this decision (and any documents incorporated therein) to support its decision.

In addition, the City Council notes the following:

1. Need for the Project

The Power Project will provide a needed source of clean and efficient electrical power for Zone F in the New York State Independent System Operation area. It will also offer local benefits including additional tax revenue for the City and provide a reliable service of steam for heating and process use to the Newsprint Project.

The Newsprint Project will process approximately 430,000 air-dried metric tons per year of old newspapers and magazines. The Paper Project will offer local benefits including substantial tax revenue to the City and will become the largest employer located in the City.

2. Benefits in Energy Conservation and Recycling

By extracting dual use (electricity and steam) from a single fuel, the Power Project's cogeneration process is an efficient one and will be a net producer for the community sources of energy. By recycling old newspapers and magazines, the Paper Project will preserve virgin source material that would otherwise be needed for the manufacture of newsprint.

3. Mitigation Measures

The Power Project and Paper Project will be required to comply with the terms and conditions of the air and water permits issued by the New York State Department of Environmental Conservation and the terms and conditions of the Certificate of Environmental Compatibility and Public Need issued by the New York State Board on Electric Generating Siting and the Environment. These permits and the certificate incorporate relevant mitigation and offset measures.

4. Alternative

Various alternative sites were considered. The former BASF site was selected because the environmental impacts that were identified can be successfully mitigated. The site also offers increased efficiency with respect to steam utilization and low operational costs and will result in the revitalization of existing brownfield property.

Project size was considered. The net return for smaller project was seen to result in a loss and therefore made such projects non-viable.

By not building the Power Project and the Paper Project, the region would be deprived a useful source of energy, the reclamation of a brownfield site and substantial number of high paying jobs.

5. Aesthetics

Landscaping and other mitigation techniques will not be used to minimize the impact of the Paper Project and Power Project on the local neighborhood.

6. Employment Benefits

Construction and subsequent operation of the Power Project and the Paper Project will offer significant employment opportunities to local residents.

6 By Alderperson : Rogers *Hahn*
 Seconded by Alderperson : Bridenbeck - *Jiguere*

A RESOLUTION INCREASING THE SALARY OF THE DEPUTY CHIEF OF POLICE FOR THE CITY OF RENSSELAER, NEW YORK

WHEREAS, the City and the Police Officers Union have reached a memorandum of agreement to extend the Police Officers Contract, and

WHEREAS, it is the desire of the City to increase the salary of the Deputy Chief as well.

THEREFORE, IT IS HEREBY RESOLVED, that the base salary of the Deputy Chief shall be increased by Six Thousand Six Hundred Thirty Dollars (\$6,630.00), said amount representing the actual dollar increase in the salary for the top officer and that increase shall be retroactive to the date of the signing of the memorandum of agreement.

Approved as to form and sufficiency
 this 17th day of November 2004

5840.10

Main Issue

Corporation Counsel

Approved by: *[Signature]*
 Mayor

Amend

	AYES	NOES
BONNIE HAHN Resolution and Police # 111704	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ALBERTINE FELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BRENDA JIGUERE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LEE BRIDENBECK	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DOMINCK TAGLIENTO	<input type="checkbox"/>	<input checked="" type="checkbox"/>
BRIAN STALL	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SCOTT ROGERS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DEBORAH GIRGENTI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PATRICIA JACKSON	<input type="checkbox"/>	<input checked="" type="checkbox"/>
MICHAEL BRIDGEFORD	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Total	3	7

	AYES	NOES
BONNIE HAHN	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ALBERTINE FELTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
BRENDA JIGUERE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
LEE BRIDENBECK	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DOMINCK TAGLIENTO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BRIAN STALL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SCOTT ROGERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DEBORAH GIRGENTI	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PATRICIA JACKSON	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MICHAEL BRIDGEFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Total	7	3

Repeated

7

By Alderperson

:

Hahn

Seconded by Alderperson

:

Council as a whole

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FOR THE TREASURY DEPARTMENT

The Council has deemed it necessary to transfer funds in the Treasury Department for the hiring of a CPA on an hourly basis for preparing monthly duties.

The Council hereby authorizes the Treasurer to make the following transfer in the 2004-2005 budget.

FROM:

A1990-0	Contingent	\$10,000.00
	TOTAL	\$10,000.00

TO:

A1325-01-03	Financial Service Line	\$10,000.00
	TOTAL	\$10,000.00

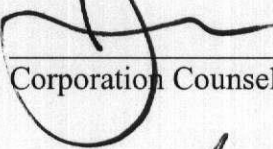
Amend

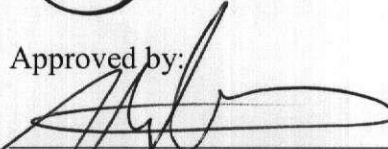
Main Issue

Approved as to form and sufficiency
This 17th day of November 2004

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	100	

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	100	


 Corporation Counsel

Approved by:

 Mayor



CITY OF RENSSELAER

OFFICE OF CITY TREASURER

CITY HALL, 505 BROADWAY
RENSSELAER, NEW YORK 12144

MARGARET M. VAN DYKE
CITY TREASURER

(518) 462-6424
Fax: (518) 434-5548

MEMO

TO: Common Council

FROM: Margaret Van Dyke, Treasurer

DATE: 11/9/04

RE: Accounting services

I am requesting a transfer of funds to my department for the purpose of out sourcing the duties of the accountant. I wish to hire a CPA on an hourly basis for preparing end of month duties i.e.: bank reconciliation's, trial balances and assist in preparing the annual update document and yearly audit.

Attached is her resume and she will be able to start right away. Any questions please feel free to contact me.

Use this sheet for transfers:

TO: Corp Counsel

FROM: Margaret VanDyke

DATE: 11.9.04

RE: Interdepartmental Transfer of Funds for the 1 measure Dept.

Due to the following reason I am requesting that the following funds be transferred within my departments budget.

Bonnie will sponsor

Below are the lines I wish to transfer:

From:

Line #	Description	Amount
A 1940-0	Contingent	10,000.00
		10,000.00

To:

Line #	Description	Amount
A 1325 0103	Financial Service Line	10,000.00

November 3, 2004

City of Rensselaer
505 Broadway
Rensselaer, NY

Adrienne L. Kleiber, CPA, MBA, (herein after referred to as "service provider") is pleased to provide the following services to City of Rensselaer (herein after referred to as "client") effective 11/3/04:

Scope of Work:

The following tasks will be performed on an as needed basis:

- Bank reconciliations
- Accounts payable invoices and payments
- General ledger postings and reconciliations
- Accounts receivable deposit postings
- Internal financial reports and related analysis
- Preparation of information for external accountants

In addition, service provider will try to initiate ideas or observations that will help enhance the achievement of the objectives of client. Service provider will also be pleased to respond to inquiries about financial or other business matters.

Fee Arrangement:

The scope of work will be provided for a per hour fee of ~~\$50.00~~ \$45.00

Service provider will invoice at the conclusion of each work week (Friday PM). Invoices are due on receipt. Service provider reserves the right to suspend all work if the account becomes 15 or more days past due.

Client Agreement:

Client agrees to furnish service provider with true and complete information necessary for service provider to perform its services.

Client agrees to pay fees in a timely manner.

Client agrees to hold service provider harmless such that service provider will not be liable or responsible for any claims or damages from whomsoever arising out of or attributable to the operations or performance of services for or on behalf of client by service provider.

Other Matters:

All information obtained by service provider during the course of the engagement will be kept confidential unless otherwise informed in writing by client.

The parties agree that this engagement letter shall serve as an ongoing service contract on a week to week basis.

Each party to this agreement reserves the right to terminate the agreement at any time by giving a 14 day written notice of intent to cancel to the other party at the address set forth herein.

If this letter defines your understanding of the engagement, please sign, date and return a copy of the letter.

I look forward to being of service to you!

Sincerely,

Accepted by:

Adrienne L. Kleiber, CPA, MBA

Name:

Date:

Adrienne L. Kleiber, CPA, MBA

226 Point of Woods Drive

Albany, New York 12203

(518) 506-1429 phone

1 (800) 908-2253 fax

Work Experience:

SELF-EMPLOYED CPA – PRESENT – www.kleibercpa.com

KNOWLEDGE NETWORK – Instructor - Starting a Business in NYS - PRESENT

INNOVATIVE CONTROL SYSTEMS, INC.

Controller

December 1999 – October 2003

- Responsible for all aspects of financial accounting, payroll, job costing, external reporting, internal controls, treasury management, insurance, contract reviews, budgeting, etc. Supervise two employees.

Human Resource Manager

November 2002 – October 2003

Office Manager

- Responsible for all aspects of hiring and releasing employees, including immigration requirements, all relevant employee paperwork, 401(k) plan, etc.
- Responsible for day to day office environment, phone system, maintenance, etc.

KPMG LLP Supervising Senior Accountant

August 1996-November 1999

- Responsible for overall audit engagement which includes supervising auditors and preparing workpapers for various audits of clients in manufacturing and retail businesses.
- Responsible for the preparation of full financial statements related to the audit engagement.
- Developed client business relationships while working on audit engagements.
- Worked independently on certain audit engagements and supervised a team on other engagements.

Staff member of other accounting firms

August 1995 – August 1996

Professional Certification:

Certified Public Accountant in New York State
April 30, 1998

Education:

Clarkson University, Potsdam, New York

Master of Business Administration

May 1995 GPA 3.9/4.0

Siena College, Loudonville, New York

Bachelor of Business Administration in Accounting

January 1994 GPA 3.8/4.0

Affiliations:

AICPA, NYSSCPA, College Alumni Associations, Guilderland Chamber

Skills:

Computer experience: Accounting software (Quickbooks, Peachtree, Construction Manager, etc.), Microsoft Office (Word, Excel, Powerpoint, Access), Microsoft Windows, ISO 9001 trained auditor, Client merger/integration experience, Supervisory experience of 1-10 auditors on engagements, Good organization, prioritization, and time management skills, Management Competency Seminar at Clarkson University – management skills professionally evaluated



October 3, 2003

Subject: Letter of Recommendation for Adrienne Kleiber

To Whom It May Concern:

Adrienne Kleiber has worked at ICS as Controller from December 1999 to October 2003. Her major duties included:

- Financial statement preparation
- Taxation issues
- Budgeting
- Cash flow analysis
- Project analysis
- Writing and maintaining procedures for a time and expense policy
- Writing and reviewing terms and conditions of purchase and sale
- Insurance policy review and renewals
- Payroll
- Maintaining relationships with banks, insurance agents, investment advisors, attorneys, etc.

In addition, Adrienne was willing to take on the duties relating to Human Resources and Office Management when the former position was vacated in 2002.

She has contributed greatly to the efficiency of the administrative side of the business and has been instrumental in completing special projects such as: implementing a new 401(k) plan along with a new investment advisor, developing an enhanced time and expense process and procedure, obtaining a voicemail system, being an ISO trained auditor, and outsourcing the payroll function.

Adrienne is a very experienced professional and we would have no hesitation in recommending her.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick E. Nolan', written in a cursive style.

Patrick E. Nolan
President

#8 By Alderperson : Hahn

Seconded by Alderperson : Felts

A RESOLUTION AUTHORIZING PAYMENT FOR SMALL MEDICAL BILLS FOR EDWARD DILLON

WHEREAS, Edward Dillon has incurred medical bills for injuries sustained while on the job for the City of Rensselaer (see bills annexed hereto).

NOW, THEREFORE, BE IT RESOLVED, that the attached bills be paid from judgments and claims.

Approved as to form and sufficiency
this 17th day of November 2004

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	100	

Corporation Counsel

Approved by: _____
Mayor

NOV-10-2004(WED) 10:02

CAPITAL RADIOLOGY ASSOCIATES, LLP

P.O. Box 946
Latham, NY 12110

(518) 783-3167

131-5548

WFFF STATE P. 002/003
DN. 01 UP: FIN
Stnt Type: P Demand DV: 11 (453)
FEDERAL I.D. # 14-1825795



P. 002/003		
P. 002/003		DN. 01
UP: FIN		Stnt Type: P
Demand DV: 11		(453)
FEDERAL I.D. # 14-1825795		
PATIENT		SEX
EDWARD J DILLON		M
DATE OF BIRTH	TELEPHONE	BILLING DATE
01/14/65	286-9451	10/29/04
ACCOUNT NO.	REFERRING PHYSICIAN	
60765467	COLFER MARY	

PROFESSIONAL RADIOLOGY SERVICES RENDERED AT ALBANY MEMORIAL HOSPITAL - ALBANY, NY & NEW YORK ONCOLOGY HEMATOLOGY, PC - LATHAM, NY
THIS STATEMENT IS FOR PHYSICIAN'S SERVICES ONLY (A SEPARATE CHARGE IS MADE BY THE HOSPITAL FOR USE OF ITS FACILITIES)

EDWARD J DILLON
1 BIRCHWOOD AVE
RENSSELAER NY 12144

CAPITAL RADIOLOGY ASSOCIATES, LLP
P.O. Box 946
Latham, NY 12110

30.00

USE DETACH TOP PORTION AND RETURN WITH YOUR REMITTANCE TO INSURE CREDIT TO YOUR ACCOUNT BAL \$ _____ AMOUNT REMITTED \$ _____

THIS PORTION FOR INCOME TAX PURPOSES

PATIENT EDWARD J DILLON

ACCOUNT NO. 60765467

DATE	CODE	DESCRIPTION OF SERVICE	CHARGES / DEBITS	PAYMENTS / CREDITS	BALANCE
10/01/04	73510	HIP UNILATERAL COMPLETE	30.00		30.00

<small>ICDA DIAGNOSTIC CODE</small> 59.6	MAKE CHECK PAYABLE TO:	Capital Radiology Associates, LLP	YOUR CANCELLED CHECK IS YOUR RECEIPT	BALANCE DUE	30.00
	FEDERAL I.D. # 14-1825795		SEE REVERSE SIDE FOR IMPORTANT INFORMATION		

CITY OF TROY AMBULANCE

PO BOX 290184 WETHERSFIELD, CT 06129-0184
800-336-6402 860-257-9201

Call Number:CTYF04141

COPY

Insurance:

Account Number: PTYF02586
Date Of Call: 10/01/2004
Call Time: 01:05 PM
From Location: 20 CROSS STREET
To Location: ALBANY MEMORIAL HOSPITAL

EDWARD DILLON
1 BRCHWOOD AVENUE
RENSSELAER/DEFREESTVILLE, NY 12144

Reason(s) 959.8
For 785.0
Transport

Name: EDWARD DILLON

DESCRIPTION OF CHARGES	HCPC	QUANTITY	UNIT PRICE	AMOUNT
BLS EMERGENCY BASE	A0429	1.0	421.00	421.00
GROUND MILEAGE	A0425	5.0	11.00	55.00

Total Charges 476.00

Total Credits 0.00

PLEASE PAY THIS AMOUNT => \$476.00

10/28/2004
Sent a copy to insurance company.
VCR

I request that payment of authorized Medicare, Medicaid, and/or other Insurance benefits be made on my behalf to CITY OF TROY AMBULANCE for any services furnished to me by that supplier. I authorize any holder of hospital or medical information about me to release to the Health Care Financing Administration and its agents and carriers as well as to CITY OF TROY AMBULANCE any information or documentation needed to determine these benefits or the benefits payable for related services. I permit a copy of this authorization to be used in place of the original. I understand that this authorization may be used by the supplier for all services in the future until such time as I revoke this authorization in writing.

SIGNED _____

EFFECTIVE 10/01/2004

RECEIVED
OCT 28 2004
RECEIVED
WATER DEPT.

If you have insurance, please contact our office with the information

#9

By Alderperson : Bridenbeck

Seconded by Alderperson : Council as a whole

A RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ZUKOWSKI LAWSUIT

WHEREAS, there is a current litigation between the Zukowskis and the City of Rensselaer, and

WHEREAS, the City of Rensselaer deems it is in it's best interest to settle this litigation, and

WHEREAS, the attorney for the City of Rensselaer believes it is in the best interest to settle the litigation for economic reasons.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer pay the Zukowski's Nine Thousand Dollars (\$9,000.00) for the settlement of the action, and

BE IT FURTHER RESOLVED, that the attorney for the City of Rensselaer prepare the necessary releases and documentation to settle this case.

Approved as to form and sufficiency
this 17th day of November 2004

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	10	0

Corporation Counsel

Approved by: _____

Mayor



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

Claims.

MEMORANDUM

To: Mark G. Pratt, Mayor
Margaret Van Dyke, Treasurer

From: Maureen G. Nardacci, City Clerk

Date: November 9, 2004

Re: Zukowski V. City of Rensselaer

Attached please find a letter from Attorney James A. Resila, who is representing the City on behalf of our Insurance Company.

If you have any questions please feel free to contact my office.

RECEIVED
NOV 10 2004
CITY OF RENSSELAER
MAYOR'S OFFICE

CARTER, CONBOY, CASE, BLACKMORE,

MALONEY & LAIRD, P.C.

ATTORNEYS AND COUNSELORS AT LAW

20 CORPORATE WOODS BOULEVARD
ALBANY, NEW YORK 12211-2362

(518) 465-3484

TELECOPIER (518) 465-1843

<http://www.carterconboy.com>
cc@carterconboy.com

Also Admitted In:

*Massachusetts
**Connecticut
*Rhode Island

JAMES M. CONBOY
JAMES C. BLACKMORE
JOHN T. MALONEY
EDWARD D. LAIRD, JR.
SUSANNA L. MARTIN
TERENCE S. HANNIGAN
ANNE M. HURLEY
JAMES A. RESILA*
NANCY E. MAY-SKINNER
MICHAEL J. MURPHY
KATHLEEN McCAFFREY BAYNES
BLAIR W. TODT**
WILLIAM D. YOQUINTO
KATHLEEN M. RYAN

COUNSEL
NORAH M. MURPHY

RECEIVED

NOV 4 2004

CITY CLERK

JESSICA A. DESANY
ANDREW G. CERESIA
THOMAS E. LAVERY
JENIKA CONBOY
GERALD S. GOOD*
WILLIAM J. DECAIRE
MEGAN B. VAN AKEN
LOUIS U. GASPARINI**
ALAN T. MICHAELS*
JAY S. CAMPBELL
LEAH WALKER CASEY
ADRIENNE ODIERNA**

November 2, 2004

John Hicks, Esq.
7444 Broadway
Albany, NY 12207

Re: Zukowski v. City of Rensselaer, et al.
Our file: 18530

Dear Mr. Hicks:

At a conference held before Judge Homer at the Federal Courthouse in Albany on November 1, 2004, we agreed to settle the case for an amount of \$9,000, subject to approval by the Common Council. You will recall that I recommended that payment be made to settle this case as we were going to have to go through with depositions, motions and possible eventual trial as to some of these claims. I advised that I felt that the cost of victory at trial would be much higher than the amount that it would take to settle the case.

I enclose a copy of my August 12, 2004 letter to you wherein we requested \$7,500 in settlement authority to present to plaintiff's counsel. We did, indeed, offer that at some point in time after my August 12, 2004 letter to plaintiff's counsel. Plaintiff's counsel then requested a conference with the Court. After some discussions, \$9,000 was presented as the plaintiff's bottom line to settle the case on November 1, 2004.

As set forth in my August 12, 2004 letter, I did not believe that the case had sufficient legal merit and that we could win the case either on motion or at trial, but that discovery and other costly litigation expenses needed to be incurred to accomplish that. As I set forth in my letter of August 12, 2004, I estimated the fees involved at approximately \$25,000 to bring this case through the discovery, motions and trial.

All in all, I believe that the \$9,000 to settle this matter is in the best interest of all concerned, especially the taxpayers of the City of Rensselaer. While it is, indeed, unfortunate that matters such as these cannot be quickly disposed of without the costs, as set forth above, that is simply the reality of the situation. I believe that this is a modern day nuisance value settlement, and I do not believe that my recommendation to settle this case should be considered an admission of responsibility or liability on behalf of the City in this case. May I repeat, I believe that this is a case of zero liability, but it is a case that the City must deal with and about which it must make a business decision.

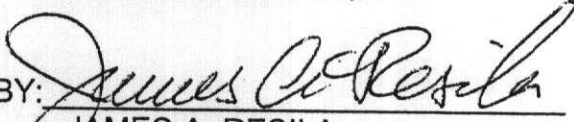
John Hicks, Esq.
November 2, 2004
Page 2

It is my understanding that you are going to present this to the Common Council on November 16, 2004. If this matter is approved for that amount, we will then go about the business of preparing the necessary paperwork to effectuate the settlement

Thank you and I look forward to hearing back from you after you have had your meeting on the 16th of November.

Very truly yours,

CARTER, CONBOY, CASE, BLACKMORE,
MALONEY & LAIRD, P.C.

BY: 
JAMES A. RESILA

JAR:pad
Enclosure

cc: Ms. Heather Salmons-Klotz
Professional Claims Management
10210 North Central Expressway
Suite 500
Dallas, TX 75231
Claim No.: 193

Ms. Maureen Nardacci ✓
City Clerk
City of Rensselaer
505 Broadway
Rensselaer, NY 12144

P:_Active Files_118530.Zukowski\1 - Correspondence\client\11-02-04-001-pad.wpd

CARTER, CONBOY, CASE, BLACKMORE,
MALONEY & LAIRD, P.C.
ATTORNEYS AND COUNSELORS AT LAW

20 CORPORATE WOODS BOULEVARD
ALBANY, NEW YORK 12211-2362

(518) 465-3484
TELECOPIER (518) 465-1843

<http://www.carterconboy.com>
cc@carterconboy.com

Also Admitted in:

*Massachusetts
**Connecticut
*Rhode Island

RECEIVED

NOV 4 2004

CITY CLERK

JESSICA A. DESANY
ANDREW G. CERESIA
THOMAS E. LAVERY
JENIKA CONBOY
GERALD S. GOOD*
WILLIAM J. DECAIRE
MEGAN B. VAN AKEN
SCOTT T. HARMS
LOUIS U. GASPARINI**
ALAN T. MICHAELS*
BETH A. DIEBEL
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LEAH WALKER CASEY
ADRIENNE ODIERNA**

JAMES M. CONBOY
JAMES C. BLACKMORE
JOHN T. MALONEY
EDWARD D. LAIRD, JR.
SUSANNA L. MARTIN
TERENCE S. HANNIGAN
ANNE M. HURLEY
JAMES A. RESILA*
NANCY E. MAY-SKINNER
MICHAEL J. MURPHY
KATHLEEN McCAFFREY BAYNES
BLAIR W. TODT**
WILLIAM D. YOQUINTO
KATHLEEN M. RYAN
COUNSEL
NORAH M. MURPHY

August 12, 2004

John Hicks, Esq.
7444 Broadway
Albany, NY 12207

Re: Zukowski v. City of Rensselaer, et al.
Our file: 18530

Dear Mr. Hicks:

As you know, our office represents all of the defendants in this action brought on by the Zukowskis arising from an incident that occurred outside their residence. We have discussed this matter with all of the individuals that are named in this action and have done some background research of our own. The case has already been put in suit in federal court, and depositions are about to be held.

We have had some discussions with plaintiffs' counsel regarding the possibility of resolving this short of trial and further discovery, etc. I will state for the record that I do not believe that the Zukowskis' action has merit and am prepared to defend this up to and through trial. That being said, winning this lawsuit will cost the City a significant amount in attorney's fees (estimated at greater than \$25,000) to bring this case to trial. Since we are in Federal Court, discovery processes are sometimes more elaborate and trial will take several days since we have several defendants involved.

Plaintiffs' counsel has indicated that this case could settle for an amount well below that. I have had discussions with the Professional Claims Managers and they have suggested an offer of \$7,500 be placed on this case which would result in \$5,000 payable to the Zukowskis and \$2,500 to their attorney. I do not know if that will settle the case but I write to request your authority to present such an offer to plaintiffs' counsel before we get into any elaborate discovery and trial preparation. Trial is scheduled to commence on April 12, 2005. That can take several days and will result in added expense, along with the publicity that undoubtedly will follow this case.

Tabled

#10 By Alderperson : Jackson

Seconded by Alderperson : _____

**A RESOLUTION RATIFYING PILOT AGREEMENT,
COMMUNITY BETTERMENT AGREEMENT AND LEASE
AGREEMENT WITH THE FRANCISCAN COMMUNITY SERVICE
CORPORATION ("FRANCISCANS")**

WHEREAS, the City of Rensselaer and the Franciscans are desirous of finalizing and codifying their mutual agreements regarding a Pilot Agreement, a Community Betterment Agreement and the Fair Housing Lease, all agreements being annexed hereto.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Rensselaer is authorized to execute all of the annexed agreements on behalf of the City of Rensselaer.

Approved as to form and sufficiency
this 17th day of November 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		

AGREEMENT

THIS AGREEMENT, made this ___ day of 2004 by and between ORDER MINOR CONVENTUALS, INC., a not-for-profit corporation organized and existing under and pursuant to the laws of the State of New York with offices at 517 Washington Avenue, Rensselaer, New York 12144, hereinafter referred to as "Owner;" FRANCISCAN COMMUNITY SERVICE CORPORATION, a not-for-profit corporation organized and existing under and pursuant to the laws of the State of New York and FRANCISCAN HEIGHTS, L.P., a limited partnership organized and existing under and pursuant to the laws of the State of New York, both with offices at 41 North Main Avenue, Albany, New York 12203, hereinafter collectively referred to as "Sponsor" and "Operator," and the CITY OF RENSSELAER, a municipal corporation organized under and pursuant to the laws of the State of New York with offices at City Hall, 505 Broadway, Rensselaer, New York 12144, hereinafter referred to as "City;"

WITNESSETH:

WHEREAS, Owner is the owner of 9.8± contiguous acres of real property located off Washington Avenue, Rensselaer, New York (the "Premises"). The legal description of the property is appended hereto as Exhibit "A"; and

WHEREAS, Owner is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as a Section 501(c)(3) organization with a resulting charitable use of its real property pursuant to Section 420-a of the Real Property-Tax Law of the State of New York; and

WHEREAS, Sponsor will own and construct on the Premises, Franciscan Heights, low-income housing consisting of up to 24 cottages and 53 apartments, with the apartments being financed in part with "as-of-right" low-income housing tax credits (LIHTC) operating under Section 42 of the Internal Revenue Code of 1986, as amended, and through the New York State Division of Housing and Community Renewal; and

WHEREAS, Franciscan Heights Community Service Corporation is the general partner of Sponsor and a not-for-profit corporation organized and existing under and pursuant to the laws of the State of New York which is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as a Section 501(c)(3) organization; and

WHEREAS, as general partner of Sponsor, Franciscan Heights Community Service Corporation shall at all times, among other things, exercise good faith in all activities relating to the conduct of the business of Sponsor, including the development, operation and maintenance of Franciscan Heights; and

WHEREAS, in conducting the business of Sponsor, including the development, operation, and maintenance of Franciscan Heights, Franciscan Heights Community Service Corporation will lease the Premises from Owner; and

WHEREAS, Franciscan Heights will be managed by DePaul Housing

Management Corporation, a not-for-profit corporation organized and existing under and pursuant to the laws of the State of New York with offices at 41 North Main Avenue, Albany, New York 12203; and

WHEREAS, Owner has filed for and received exemption from the obligation to pay real property taxes from the City of Rensselaer. The property is identified on the City Tax Exempt Rolls appended hereto as Exhibit "B," which is an excerpt from the Tax Rolls established and maintained by the City; and

WHEREAS, Owner or Sponsor want to pay for those services which they or which the residents of Franciscan Heights will or may have cause to use and the City, as receiver of the payments provided for hereunder, will appropriately apply the payments to be made; and

WHEREAS, the Owner, Sponsor and City are each parties to a Payment in Lieu of Tax (PILOT) Agreement relating to the Project and wish to provide for continued payments to the City into a Community Betterment Fund once the PILOT ceases pursuant to its terms.

NOW THEREFORE, in consideration of the mutual promises made herein, the sum of one and 00/100 (\$1.00) Dollar, community enhancement, and other good and valuable consideration, the parties agree as follows:

- 1) Owner is recognized and acknowledged by the City to be a corporation or association organized or conducted exclusively for religious, charitable, hospital, educational, or moral or mental improvement of men, women or children purposes, or for two or more such purposes, whose use of real property is exclusively for carrying out thereupon one or more of such purposes either by the owning corporation or association or by another such corporation or association as hereinafter provided shall be exempt from taxation as provided in Section 420-a(1)(a) of the Real Property Tax Law of the State of New York.
- 2) The term of this Agreement shall be 25 calendar years commencing on January 1, 2020 (the "Effective Date"). The parties acknowledge and agree that the exemptions currently in effect and in effect through the provisions of the PILOT Agreement shall remain valid through the inception and duration of the Project. This Agreement shall terminate if any laws of the State of New York expressly deem a LIHTC project such as Franciscan Heights exempt from the payment of real property tax. In such instance, the termination will be effective as of the year that such legislation becomes effective.
- 3) The provisions of this Agreement shall apply only to Franciscan Heights, to be located on real property as more completely described in the annexed Exhibit "A," or its successor project, and shall not apply to other properties owned by Owner, unless provided for in a separate written agreement. No precedent is hereby established for the treatment of any other property which otherwise qualifies for exemption under other applicable laws.
- 4) City agrees that it will continue to recognize and grant exemption from real property taxation to Owner in all of its current, or after acquired, real property located off Washington Avenue, Rensselaer, New York, contiguous to, adjacent to or in the

direct vicinity of Franciscan Heights for the duration of this Agreement provided that:

- a) The Owner, or its successors, each remain tax-exempt 501(c)(3) organizations or a private charitable foundation with a valid IRS tax determination letter; and
 - b) The real property is used by the Owner or Sponsor for low-income housing or other charitable purposes; and
 - c) No portion of the revenue from the operation of Franciscan Heights will inure to the individual benefit of any board member, director, or officer of the Owner; and
- 5) Notwithstanding its exemption from real property tax, Sponsor shall make an annual payment for services for distribution to the City based upon the following schedule:
- a) To the City:
 - i) Units occupied by Roman Catholic Priests or Priests, clergy from Religious Orders, or DHCR subsidized units shall not be considered to calculate any payment under this Agreement, hereinafter referred to as "Exempt Units;"
 - ii) On the first day of each month after the date of issuance of the certificate of occupancy for the first unit constructed for Franciscan Heights, Sponsor shall pay to the City 1/12th of the product of the number of non-Exempt Units multiplied by \$220.00, multiplied by the number of months remaining in the calendar year after the certificate of occupancy is issued, inclusive of the month of issuance of the certificate of occupancy as may be prorated per day;
 - iii) During the first full calendar year after the date of issuance of the certificate of occupancy for the first unit constructed for Franciscan Heights, hereinafter referred to as "City's Base Year," Sponsor shall pay to the City the product of the number of non-Exempt Units multiplied by \$220.00; and
- 6) The payments called for by this Agreement will be due on August 1st of each calendar year and shall be payable without penalty for the period in which the general tax levies are payable without penalty. The payments called for herein shall be made to the City authority responsible for the collection of taxes. In the event of a late payment, a penalty shall apply and be due by the Owner or Sponsor in the amount of 2% per month of the payment amount for each and every month the payment is late.
- 7) In addition, Sponsor agrees to pay the reasonable and customary charges for water and sewer usage billed by the City based upon the metered consumption by Franciscan Heights at the same rates charged to a residential user of water or sewer services.
- 8) The parties understand additional special districts affecting the real property of Sponsor and Owner may be added from time to time as such districts come into existence. If such future special districts provide services to the Project, the payment for services provided by such district shall be paid in a manner consistent with the provisions of this Agreement and in an amount that bears the same proportion of payment that the City's portion of payment bears to that of a fully taxable entity.

- 9) This Agreement will be effective for a term of 25 years from the effective date. In the event the property described in the annexed Exhibit "A" changes its use for a purpose other than as described in Paragraph 4(b), this Agreement shall be terminated. This Agreement may not be effectively amended, changed, modified, altered, or terminated unless such an amendment, change, modification, alteration or termination is in writing, intended for such purpose, and executed and delivered by all parties to this Agreement.
- 10) This Agreement shall inure to the benefit of, and shall be binding upon, the Owner, Sponsor, City, and their respective successors and assigns, provided, Owner and Sponsor continue to operate Franciscan Heights as low-income housing or for other charitable purposes as set forth in Paragraph 4(b) of this Agreement. The provisions of this Agreement are intended to be for the benefit of the taxing entities.
- 11) All notices called for hereunder shall be in writing and shall be sufficiently deemed given when sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other method as shall provide the sender with documentary evidence of such delivery. Addresses to which notices, certificates or other communication hereinafter shall be delivered are as follows:

ORDER MINOR CONVENTUALS, INC.

517 Washington Avenue
Rensselaer, New York 12144

FRANCISCAN HEIGHTS, L.P. and
FRANCISCAN HEIGHTS COMMUNITY SERVICE CORPORATION

41 North Main Avenue
Albany, New York 12203

CITY OF RENSSELAER

City Hall
505 Broadway
Rensselaer, New York 12144

With copies to:

Michael L. Costello Esq.
TOBIN & DEMPF, L.L.P.
33 Elk Street
Albany, New York 12207

TOBIN AND GRIFFERTY, P.C.
One Executive Centre Drive
Albany, New York 12203

DEPAUL HOUSING MANAGEMENT CORPORATION

41 North Main Avenue
Albany, New York 12203

- 12) If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement, including provisions about its duration, shall for any

reason be held or adjudged to be invalid or legally unenforceable by any arbitrator or court of competent jurisdiction, such article, section, sub-division, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication. If any arbitrator or court of competent jurisdiction determines the duration of this Agreement is impermissible, the Agreement shall be construed to provide for the maximum duration permitted by law.

- 13) This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- 14) This Agreement shall be construed in accordance with the laws of the State of New York.
- 15) This Agreement constitutes the entire agreement between the parties and shall not be modified unless in writing signed by all parties hereto in the same manner as if this Agreement is executed.
- 16) The signatories hereto attest that they are duly authorized to execute this Agreement as a binding act of their principals.
- 17) The Municipal parties sign to provide their consent to the terms of this agreement. Each municipal party met separately at a public meeting of their respective bodies and after due deliberation and comment determined to accept the terms provided herein.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the day and year as first above written.

Order Minor Conventuals, Inc.

Franciscan Heights, L.P. by Franciscan Heights Community Service Corporation, as General Partner

By: _____
Brother Canice Connors O.F.M. Conv
President and Minister Provincial

By: _____
Most Rev Howard J. Hubbard, D.D.
President Franciscan Heights
Community Service Corporation,
General Partner

City of Rensselaer

City of Rensselaer

By: _____
Hon. Mark G. Pratt
Mayor

By: _____
Assessor

Franciscan Heights Community Service Corporation

By: _____
Most Rev Howard J. Hubbard, D.D.,
President

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On this day of , 2004, before me, the undersigned, personally appeared Brother Canice Connors, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On this day of , 2004, before me, the undersigned, personally appeared (Most Reverend) Howard J. Hubbard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On this day of , 2004, before me, the undersigned, personally appeared Hon. Mark G. Pratt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

AGREEMENT

THIS AGREEMENT, made this ___ day of 2004 by and between ORDER MINOR CONVENTUALS, INC., a not-for-profit corporation organized and existing under and pursuant to the laws of the State of New York with offices at 517 Washington Avenue, Rensselaer, New York 12144, hereinafter referred to as "Owner;" FRANCISCAN COMMUNITY SERVICE CORPORATION, a not-for-profit corporation organized and existing under and pursuant to the laws of the State of New York and FRANCISCAN HEIGHTS, L.P., a limited partnership organized and existing under and pursuant to the laws of the State of New York, both with offices at 41 North Main Avenue, Albany, New York 12203, hereinafter collectively referred to as "Sponsor" and "Operator," RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an industrial development agency organized and existing under and pursuant to the laws of the State of New York with offices at Rensselaer County Economic Development and Planning Offices, Rensselaer County Office Building, 1600 Seventh Avenue, Troy, New York 12180, hereinafter referred to as "IDA;" COUNTY OF RENSSELAER, a municipal corporation organized and existing under and pursuant to the laws of the State of New York with offices at Rensselaer County Office Building, 1600 Seventh Avenue, Troy, New York 12180, hereinafter referred to as "County;" CITY OF RENSSELAER, a municipal corporation organized under and pursuant to the laws of the State of New York with offices at City Hall, 505 Broadway, Rensselaer, New York 12144, hereinafter referred to as "City;" and RENSSELAER CITY SCHOOL DISTRICT, organized under and pursuant to the laws of the State of New York with offices at 555 Broadway, Rensselaer, New York 12144, hereinafter referred to as "School District;" and

WITNESSETH:

WHEREAS, Owner is the owner of 9.8± contiguous acres of real property located off Washington Avenue, Rensselaer, New York (the "Premises"). The legal description of the property is appended hereto as Exhibit "A"; and

WHEREAS, Owner is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as a Section 501(c)(3) organization with a resulting charitable use of its real property pursuant to Section 420-a of the Real Property Tax Law of the State of New York; and

WHEREAS, Sponsor will own and construct on the Premises, Franciscan Heights, low-income housing consisting of up to 24 cottages and 53 apartments, with the apartments being financed in part with "as-of-right" low-income housing tax credits (LIHTC) operating under Section 42 of the Internal Revenue Code of 1986, as amended, and through the New York State Division of Housing and Community Renewal; and

WHEREAS, Franciscan Heights Community Service Corporation is the general partner of Sponsor and a not-for-profit corporation organized and existing under and pursuant to the laws of the State of New York which is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as a Section 501(c)(3) organization; and

WHEREAS, as general partner of Sponsor, Franciscan Heights Community Service Corporation shall at all times, among other things, exercise good faith in all activities relating to the conduct of the business of Sponsor, including the development, operation and maintenance of Franciscan Heights; and

WHEREAS, in conducting the business of Sponsor, including the development, operation, and maintenance of Franciscan Heights, Franciscan Heights Community Service Corporation will lease the Premises from Owner; and

WHEREAS, Franciscan Heights will be managed by DePaul Housing Management Corporation, a not-for-profit corporation organized and existing under and pursuant to the laws of the State of New York with offices at 41 North Main Avenue, Albany, New York 12203; and

WHEREAS, Owner has filed for and received exemption from the obligation to pay real property taxes from the City of Rensselaer. The property is identified on the City Tax Exempt Rolls appended hereto as Exhibit "B," which is an excerpt from the Tax Rolls established and maintained by the City; and

WHEREAS, Owner or Sponsor want to pay for those services which they or which the residents of Franciscan Heights will or may have cause to use and the City, as receiver of the payments provided for hereunder, will appropriately apply the payments to be made; and

WHEREAS, pursuant to Section 858(15) of the General Municipal Law of the State of New York, IDA has the purpose and the power to, among other things, enter into this Agreement requiring payments in lieu of taxes, that, unless otherwise agreed by County, City, and School District, shall be allocated among County, City, and School District in proportion to the amount of real property tax and other taxes which would have been received by County, City, and School District had Franciscan Heights not been tax-exempt due to the status of the IDA involved in the Franciscan Heights project; and;

WHEREAS, each of the municipalities is a party to this agreement for the purpose of providing and evidencing their consent to the deviations provided for herein;

NOW THEREFORE, in consideration of the mutual promises made herein, the sum of one and 00/100 (\$1.00) Dollar, community enhancement, and other good and valuable consideration, the parties agree as follows:

- 1) Owner is recognized and acknowledged by the IDA, County, City, and School District to be a corporation or association organized or conducted exclusively for religious, charitable, hospital, educational, or moral or mental improvement of men, women or children purposes, or for two or more such purposes, whose use of real property is exclusively for carrying out thereupon one or more of such purposes either by the owning corporation or association or by another such corporation or association as hereinafter provided shall be exempt from taxation as provided in Section 420-a(1)(a) of the Real Property Tax Law of the State of New York.
- 2) The term of this Agreement shall be 15 calendar years commencing on January 1, 2005 (the "Effective Date"). The parties acknowledge and agree that the exemptions currently in effect shall remain valid through December 31, 2004. This Agreement

shall terminate if any laws of the State of New York expressly deem a LIHTC project such as Franciscan Heights exempt from the payment of real property tax. In such instance, the termination will be effective as of the year that such legislation becomes effective.

- 3) The provisions of this Agreement shall apply only to Franciscan Heights, to be located on real property as more completely described in the annexed Exhibit "A," or its successor project, and shall not apply to other properties owned by Owner, unless provided for in a separate written agreement. No precedent is hereby established for the treatment of any other property which otherwise qualifies for exemption under other applicable laws.
- 4) IDA, County, City, and School District agree that they will continue to recognize and grant exemption from real property taxation to Owner in all of its current, or after acquired, real property located off Washington Avenue, Rensselaer, New York, contiguous to, adjacent to or in the direct vicinity of Franciscan Heights for the duration of this Agreement provided that:
 - a) The Owner, or its successors, each remain tax-exempt 501(c)(3) organizations or a private charitable foundation with a valid IRS tax determination letter; and
 - b) The real property is used by the Owner or Sponsor for low-income housing or other charitable purposes; and
 - c) No portion of the revenue from the operation of Franciscan Heights will inure to the individual benefit of any board member, director, or officer of the Owner; and
- 5) Notwithstanding its exemption from real property tax, Sponsor shall make an annual payment for services for distribution to County, City, and School District, based upon the following schedule:
 - a) To the County:
 - i) During the term of the construction of the project, no payment shall be due.
 - ii) In the year in which the certificate of occupancy is issued Franciscan Heights, hereinafter referred to as County's Base Year, Sponsor shall pay to the County \$2,500.00; and
 - iii) If the certificate of occupancy is issued in the third or fourth calendar quarter of a year the initial payment shall be prorated based on the number of days remaining in the year and the second payment in the amount of \$2,500.00 shall be paid in January for the next ensuing calendar year; and
 - iv) During the third through fifteenth calendar years after County's Base Year, Sponsor shall pay to the County \$7,000.00 per year; and
 - v) For each full calendar year starting with the fourth calendar year, Sponsor shall pay an annual increase in the payment of 1.5% of the prior year's payment for the balance of the term of this Agreement.
 - b) To the City:
 - i) Units occupied by Roman Catholic Priests or Priests, clergy from Religious

Orders, or DHCR subsidized units shall not be considered to calculate any payment under this Agreement, hereinafter referred to as "Exempt Units;"

- ii) On the first day of each month after the date of issuance of the certificate of occupancy for the first unit constructed for Franciscan Heights, Sponsor shall pay to the City 1/12th of the product of the number of non-Exempt Units multiplied by \$220.00, multiplied by the number of months remaining in the calendar year after the certificate of occupancy is issued, inclusive of the month of issuance of the certificate of occupancy as may be prorated per day;
 - iii) During the first full calendar year after the date of issuance of the certificate of occupancy for the first unit constructed for Franciscan Heights, hereinafter referred to as "City's Base Year," Sponsor shall pay to the City the product of the number of non-Exempt Units multiplied by \$220.00; and
- c) To the School District:
- i) During the second full calendar year after the issuance of the certificate of occupancy for Franciscan Heights, hereinafter referred to as School District's Base Year, Sponsor shall pay to the School District \$12,500.00; and
 - ii) For each full calendar year starting with the second calendar year after the School District's Base Year, Sponsor shall pay an annual increase in the payment of 1.5% of the prior year's payment for the balance of the term of this Agreement.
- 6) The payments called for by this Agreement will be due on January 1st of each calendar year for the County's portion and on August 1st of each calendar year for the City and School's portion, and shall be payable without penalty for the period in which the general tax levies are payable without penalty. The payments called for herein shall be made to the City authority responsible for the collection of taxes. In the event of a late payment, a penalty shall apply and be due by the Owner or Sponsor in the amount of 2% per month of the payment amount for each and every month the payment is late.
- 7) In addition, Sponsor agrees to pay the reasonable and customary charges for water and sewer usage billed by the City based upon the metered consumption by Franciscan Heights at the same rates charged to a residential user of water or sewer services.
- 8) The parties understand additional special districts affecting the real property of Sponsor and Owner may be added from time to time as such districts come into existence. If such future special districts provide services to the Owner or Sponsor, the payment for services provided by such district shall be paid in a manner consistent with the provisions of this Agreement and in an amount that bears the same proportion of payment that the City's portion of payment bears to that of a fully taxable entity.
- 9) This Agreement will be effective for a term of 15 years from the effective date. In the event the property described in the annexed Exhibit "A" changes its use for a purpose other than as described in Paragraph 4(b), this Agreement shall be terminated. This Agreement may not be effectively amended, changed, modified,

altered, or terminated unless such an amendment, change, modification, alteration or termination is in writing, intended for such purpose, and executed and delivered by all parties to this Agreement.

- 10) This Agreement shall inure to the benefit of, and shall be binding upon, the Owner, Sponsor, IDA, County, City, School District, and their respective successors and assigns, provided, Owner and Sponsor continue to operate Franciscan Heights as low-income housing or for other charitable purposes as set forth in Paragraph 4(b) of this Agreement. The provisions of this Agreement are intended to be for the benefit of the taxing entities.
- 11) All notices called for hereunder shall be in writing and shall be sufficiently deemed given when sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other method as shall provide the sender with documentary evidence of such delivery. Addresses to which notices, certificates or other communication hereinafter shall be delivered are as follows:

ORDER MINOR CONVENTUALS, INC.

517 Washington Avenue
Rensselaer, New York 12144

**FRANCISCAN HEIGHTS, L.P. and
FRANCISCAN HEIGHTS COMMUNITY SERVICE CORPORATION**

41 North Main Avenue
Albany, New York 12203

RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Rensselaer County Economic Development and Planning Offices
Rensselaer County Office Building
1600 Seventh Avenue
Troy, New York 12180

COUNTY OF RENSSELAER

Rensselaer County Office Building
1600 Seventh Avenue
Troy, New York 12180

CITY OF RENSSELAER

City Hall
505 Broadway
Rensselaer, New York 12144

RENSSELAER CITY SCHOOL DISTRICT

555 Broadway
Rensselaer, New York 12144

With copies to:

Michael L. Costello Esq.
TOBIN & DEMPFF, L.L.P.
33 Elk Street
Albany, New York 12207

TOBIN AND GRIFFERTY, P.C.
One Executive Centre Drive
Albany, New York 12203

DEPAUL HOUSING MANAGEMENT CORPORATION
41 North Main Avenue
Albany, New York 12203

- 12) If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement, including provisions about its duration, shall for any reason be held or adjudged to be invalid or legally unenforceable by any arbitrator or court of competent jurisdiction, such article, section, sub-division, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication. If any arbitrator or court of competent jurisdiction determines the duration of this Agreement is impermissible, the Agreement shall be construed to provide for the maximum duration permitted by law.
- 13) This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- 14) This Agreement shall be construed in accordance with the laws of the State of New York.
- 15) This Agreement constitutes the entire agreement between the parties and shall not be modified unless in writing signed by all parties hereto in the same manner as if this Agreement is executed.
- 16) The signatories hereto attest that they are duly authorized to execute this Agreement as a binding act of their principals.
- 17) The Municipal parties sign to provide their consent to the terms of this agreement. Each municipal party met separately at a public meeting of their respective bodies and after due deliberation and comment determined to accept the terms provided herein.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the day and year as first above written.

Order Minor Conventuals, Inc.

Franciscan Heights, L.P. by Franciscan Heights Community Service Corporation, as General Partner

By: _____
Brother Canice Connors O.F.M. Conv
President and Minister Provincial

By: _____
Most Rev Howard J. Hubbard, D.D.
President Franciscan Heights
Community Service Corporation,
General Partner

**Rensselaer County
Industrial Development Agency**

County of Rensselaer

By: _____
Robert L. Pasinella, Jr.
Director

By: _____
Hon. Kathleen M. Jimino
County Executive

City of Rensselaer

Rensselaer City School District

By: _____
Hon. Mark G. Pratt
Mayor

By: _____
Gordon F. Reynolds
Superintendent

**Franciscan Heights Community
Service Corporation**

By: _____
Most Rev Howard J. Hubbard, D.D.,
President

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On this _____ day of _____, 2004, before me, the undersigned, personally appeared Brother Canice Connors, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On this _____ day of _____, 2004, before me, the undersigned, personally appeared (Most Reverend) Howard J. Hubbard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On this _____ day of _____, 2004, before me, the undersigned, personally appeared Robert L. Pasinella, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On this day of , 2004, before me, the undersigned, personally appeared Hon. Kathleen M. Jimino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On this day of , 2004, before me, the undersigned, personally appeared Hon. Mark G. Pratt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On this day of , 2004, before me, the undersigned, personally appeared Gordon F. Reynolds, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF RENSSELAER)

On this _____ day of _____, 2004, before me, the undersigned, personally appeared (Most Rev.) Howard J. Hubbard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

LEASE AGREEMENT

THIS GROUND SUBLEASE AGREEMENT, dated as of December 1, 2004, is between **FRANCISCAN HEIGHTS COMMUNITY SERVICE CORPORATION**, a not-for-profit corporation duly organized and validly existing under the laws of the State of New York and an Exempt Organization having an office at 41 North Main Avenue, Albany, New York 12203 (the "Sublessor"), and the **CITY OF RENSSELAER**, a public benefit corporation of the State of New York having its office at City Hall, 505 Broadway, Rensselaer, New York 12144 (the "City" or sometimes "Sublessee"),

RECITALS

Pursuant to a resolution duly adopted by the Common Council of the City of Rensselaer the City has approved a Community Betterment Fund for the project known as Franciscan Heights to be located on the lands of the Franciscan Friars at 517 Washington Avenue, Rensselaer New York and to consist of residences for persons age 60 and older (the "Project") and as a condition of entering into such Community Betterment Fund the City has requested a sublease for one acre of real property abutting Washington Avenue in the City for the purpose of constructing thereon a fire house; and

The Sublessor is financing the Project in part, through the use of bonds to be issued by the Rensselaer County Industrial Development Agency and pursuant to the provisions of the General Municipal Law Article 18-A Section 858(15) will also be entering into a Payment in Lieu Of Tax ("PILOT") for a term of up to 15 years and the City has by resolution agreed to the deviations called for by the PILOT and to consent to the PILOT Agreement between the Sublessor and the Rensselaer County Industrial Development Agency; and

Concurrently with the execution hereof and to further complete and document the understanding between the parties the City has agreed to enter a Community Betterment Fund Agreement with Sublessor for a term to commence when the PILOT ceases and to be effective for a period of up to December 31, 2044;

The Sublessor has agreed with the City, to provide a ground subleasehold interest in the Land and further allow the City to construct, furnish, equip, improve and operate a Fire House Facility at the sole cost and expense of the City;

The Issuer proposes to Lease the Facility from Sublessor, and Sublessor desires to Lease the Facility to the Issuer, upon the terms and conditions set forth in this Agreement.

ARTICLE 1. COVENANT TO PAY RENT - TERM

A. Sublessee shall pay on the first day of each year during the term hereof, in advance, the yearly installment of ANNUAL RENT in the amount of One Dollar and 00/100 (\$1.00). The term of this sublease shall be as set forth in the annexed Exhibit "B".

ARTICLE 2. SUBLEASE AND ASSIGNMENT

A. Sublessee may not sublet or assign the Lease in the Land, or any portion thereof, without Sublessor's prior written consent.

ARTICLE 3. REQUIREMENTS OF LAW

A. During the term of this Lease, Sublessor and Sublessee shall promptly observe and comply with all present and future laws, requirements, rules and regulations of the federal, state, county and city governments and of all other governmental authorities having or claiming jurisdiction over the Land and the use of the Land by Sublessee.

B. Without limiting the generality of the foregoing, Sublessee shall also procure each and every permit, license, certificate or other authorization required in connection with the lawful and proper use of the Land or required in connection with the buildings or improvements now or hereafter erected thereon or required for Sublessee to operate the Fire House Facility.

C. Sublessee is responsible for obtaining the Certificate of Occupancy for the Land.

ARTICLE 4. SUBORDINATION

A. Subject to Sublessee's right to undisturbed enjoyment of the Land upon all of the terms hereof, this Lease and all rights of Sublessor and/or Sublessee hereunder are and shall be subject and subordinate to any and all mortgages on the Land, to any extensions or modifications thereof, and to any lien of any mortgage hereafter made. Sublessee and/or Sublessor shall execute and deliver such other and further instruments as shall be required by a mortgagee or proposed mortgagee.

B. Sublessor or any of its secured parties will provide the Sublessee with an attornment and nondisturbance agreement in form acceptable to Sublessee. Sublessee or any of its secured parties will provide Sublessor with an attornment agreement in form acceptable to Sublessor.

ARTICLE 5. ACCESS TO LAND

A. Sublessor may enter the Land, for purposes of ingress and egress to other lands under lease to sublessor or to perform maintenance on any of sublessors other leased premise, at any time. Sublessee shall have access to the Land 24 hours a day, seven days a week.

ARTICLE 6. MAINTENANCE

Sublessee shall be responsible at it own cost and expense to maintain the Fire House

and the premises hereunder leased without any obligation on the part of Sublessor to maintain the said Fire House or premises.

ARTICLE 7 DEFAULT

A. If Sublessee defaults in the payment of any Rent when due, or if Sublessee defaults in fulfilling any of the other covenants of this Lease on Sublessee's part to be performed hereunder, and such default shall continue for the period within which performance is required to be made by specific provision of this Lease or, if no such period is so provided, for fifteen (15) days after notice in the event of monetary defaults and thirty (30) days for non-monetary defaults after notice from Sublessor to Sublessee specifying the nature of said non-monetary default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said specified period, or if Sublessee shall not in good faith have commenced the curing or remedying of such default within such specified period and shall not thereafter diligently process therewith to completion, then in any one or more of such events, Sublessor may serve upon Sublessee a written notice that this Lease will terminate on a date to be specified therein, which shall be not less than ten (10) days after the giving of such notice, and upon the date so specified, this Lease shall terminate and come to an end as fully and completely as if such date were the day herein definitely fixed for the expiration of the Lease and the Term, and Sublessee shall then quit and surrender the Land to Sublessor. Thereafter, Sublessee shall have no further obligation under this Lease including financial obligations.

B. If the ten (10) day notice provided for the paragraph (A) hereof shall have been given and this Lease shall be terminated, or if the Land becomes vacant or deserted for a period of more than thirty (30) days, then, in either of such events, Sublessor may upon notice terminate all services, re-enter the Land and by summary proceedings or otherwise dispossess Sublessee and any legal representative of Sublessee of the Land and remove its effects and hold the Land as if the Lease had not been made.

ARTICLE 8. NO REPRESENTATIONS BY SUBLESSOR

A. Sublessee shall accept the Land in its existing condition and state of repair, and Sublessee covenants that no representations, statements, or warranties, express or implied, have been made on or on behalf of Sublessor in respect thereof.

ARTICLE 9. END OF TERM

A. Sublessee shall, on the last day of the term or upon the sooner termination of the term, peaceably and quietly surrender and deliver the Land to Sublessor free of subtenancies, broom clean and in good condition and repair, ordinary wear and tear excepted.

ARTICLE 10. QUIET ENJOYMENT

A. Sublessee may peaceably and quietly have, hold and enjoy the Land during the term of the Lease.

ARTICLE 11. NOTICE

A. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to or served upon either of the parties, each such notice, demand, request or other communication shall be in writing to the addresses set forth herein and, any law or statute to the contrary notwithstanding, shall be effective for any purpose if given or served to the address stated above for each party by certified or registered mail or by personal delivery.

ARTICLE 12. ENTIRE AGREEMENT

A. This Lease contains the entire agreement between the parties and cannot be changed or terminated orally, but only by an instrument executed by all of the parties.

ARTICLE 13. APPLICABLE LAW; VENUE

A. This agreement shall be governed by and construed in accordance with the laws of the State of New York and any dispute shall have as its venue the County of Rensselaer.

ARTICLE 14. SUCCESSORS AND ASSIGNS

A. The agreements, terms, covenants and conditions herein shall bind and inure to the benefit of Sublessor and Sublessee and their respective heirs, personal representatives, successors, and, except as otherwise provided herein, their assigns.

ARTICLE 15. MEMORANDUM OF LEASE

A. A short form memorandum of this Lease may be recorded in the Rensselaer County Clerk's Office if required as a part of any financing requirements of Sublessor.

ARTICLE 16. INSURANCE INDEMNITY

The City will name Sublessor as an additional insured on its policies of insurance issued to insure the Fire House and provide copies of Insurance Certificates naming Sublessor as additional insured for all policies and renewals of policies. The policies of insurance must also include a 30 day notice of cancellation provision to the Sublessor at its above referenced address. The City shall further indemnify, hold harmless and defend

Sublessor, its heirs, successors and assigns, against all claims, suits, losses, damages and costs, including but not limited to court costs and reasonable attorney's fees, on account of any injury or damage, including death, incurred as a result of the use or existence of the Fire House Facility.

IN WITNESS WHEREOF, the Sublessor and City have caused this Ground Lease to be executed in their respective names by their duly authorized officers, all as of December 1, 2004.

FRANCISCAN HEIGHTS COMMUNITY SERVICE CORPORATION., Sublessor

By: _____

Name: Most Rev. Howard J. Hubbard D.D.
Title: President

CITY OF RENSSELAER, Sublessee

By: _____

Name: Hon. Mark Pratt
Title: Mayor

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the ____ day of December, 2004 before me, the undersigned, personally appeared Howard J. Hubbard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF RENSSEALER)

On the ____ day of November, 2001 before me, the undersigned, personally appeared Mark Pratt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A" - THE LAND

Also all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying or being in the **City** of Rensselaer, County of Rensselaer and State of New York, said parcel being more particularly bounded and described as follows:

Beginning at a point on the

EXHIBIT "B" - TERM AND RENT SCHEDULE

INITIAL TERM: December 1, 2004 to November 30, 2044

ANNUAL RENT: The initial annual base rent for the forty years of operation shall be the sum of one dollar and shall be the same for each year of the Lease.

#11

By Alderperson : Hahn

Seconded by Alderperson : Jiguere

LOCAL LAW NO. 8 FOR THE YEAR 2004

A LOCAL LAW RELATIVE TO REQUIRING THE RESIDENCY OF EMPLOYEES INITIALLY APPOINTED OR PROMOTED BY THE CITY OF RENSSELAER, NEW YORK

Section 1. The City of Rensselaer recognizes that emergency situations arise which require employees of the City of Rensselaer to be near their place of employment and to assume the continuation of public services to protect the health, safety, and general welfare of the people. Through adoption of this Local Law, the City of Rensselaer makes a legislative determination that those who are residents of the City take a greater interest in promoting the public safety and health in the future of this community than do non-residents who reside in areas unaffected by City services.

Section 2. Definition. Residency shall mean, for the purpose of this Local Law, the actual principal domicile of an individual, where he or she normally sleeps and maintains usual personal and household effects.

Editor's Note: See the discussion of the distinction between a resident and an inhabitant that follows.

Section 3. Residency for New Municipal Employees. Except s otherwise provided by law, the City Council hereby establishes a residency requirement for all prospective employees. Every person initially employed by the City of Rensselaer on or after the effective date of this Local Law shall, as a qualification of employment, become a resident of the City of within six (6) months of the date of initial service for the City. During the time of service of such an employee, no individual shall cease to be a resident of the City.

Section 4. Residency Upon Promotion. All employees promoted by the City on or after the effective date of this Local Law shall be or, within six (6) months of such promotion, shall become a resident of the City of Rensselaer.

Editor's Note: To assure compliance with this provision, language could be added to make residency a condition of the promotional probationary period that must be satisfied within the time limit specified. Check with the local civil service agency to assure that their records correspond with the desired probationary period.

Section 5. Notice and Posting. A copy of this Local Law shall be provided to each employee upon his or her initial appointment or promotion. However, a failure to do so shall not affect the application of this Local Law shall to any employee appointed or promoted after its effective date. A copy of this Law shall be posted in all locations normally used for employee communications.

Section 6. Investigation of Residency. Should it be alleged that an employee is not in compliance with Section Three or Four of this Local Law, as the case may be, the Mayor may initiate a hearing by providing the employee with written notice of his or her alleged violation and shall allow the employee seven (7) calendar days in which to respond. If there is a failure to respond or if, in the judgment of the Mayor, the response is not sufficient to satisfy the requirements of this Local Law, the Mayor shall set a date to hear the charge of nonresidence. The employee shall be sent a notice of the hearing date at least fifteen (15) calendar days prior to the hearing. A record of the hearing shall be made. Should an

employee establish residency to the satisfaction of the Mayor prior to the hearing date, it shall result in a cancellation of the hearing authorized by this section.

To conduct the hearing, the Mayor may in writing designate an individual who for the purpose of the hearing shall be vested with all the powers of the Mayor and who shall refer the hearing record and his or her recommendations to the Mayor for review and decision. Should the Mayor determine that an employee is a non-resident in violation of this Local Law, the employee shall be notified in writing that he or she has been deemed to have voluntarily resigned from employment as of the date of the determination. Upon re-establishing residency, an individual having so resigned may apply for reinstatement to his or her former position and shall be reinstated if the position is vacant.

Section 7. Waiver of Requirements. In the event that the City Council determines that it is in the best interest of the City of Rensselaer to do so, the provisions of Section Three or Four may be waived with respect to an incumbent or incumbents of a particular title or titles in accordance with the following standards:

- a) Lack of applicants. The requirement of residency may be waived in those instances where the City has difficulty hiring or promoting the most qualified person because of its residency requirement.
- b) Necessity for non-residence. The requirement of residency may be waived in those instances where it is determined that residency is not in the best interest of the municipality. ~~(Editor's note: For instance, responsibilities of an employee for the operation of a water or sewer plant which is located outside a municipality might better be fulfilled by permitting residency closer to the facility.)~~

Such a waiver shall not in any way affect the application of Section Three or Four of this Local Law with respect to any other title or titles.

Section 8. Savings Clause. In the event that this Local Law or any provision of it shall be deemed by a court to be in conflict with a provision of the New York State Constitution or with a provision of a general law, or if adherence to or enforcement of any section of this Local Law shall be restrained by a court, the remaining provisions of this Local Law shall not be affected.

Section 9. Effective Date. This Local Law shall take effect upon its filing with the office of the Secretary of State.

Main

Amend

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

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✗	✓
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON		✓
MICHAEL BRIDGEFORD	✓	
Total	8	2

Approved as to form and sufficiency
this 17th day of November 2004

Corporation Counsel

Approved by:

Mayor

H 12

By Alderperson : Girgenti

Seconded by Alderperson : Jackson

A RESOLUTION TO AWARD THE BID FOR THE DEMOLITION OF 2020 EIGHTH STREET, RENSSELAER, NEW YORK

WHEREAS, bids were requested for the demolition of city property at 2020 Eighth Street, Rensselaer, New York, and

WHEREAS, the lowest bidder was Cresto Demolition.

NOW, THEREFORE BE IT RESOLVED, that Cresto Demolition be awarded the contract to demolish 2020 Eighth Street for a total contract price of (\$11,938.00).

BE IT FURTHER RESOLVED, that the Building Inspector review and approve said bids before the City engages the services of Cresto Demolition.

*Subject to
Girgenti - Rogers
Amendment*

Approved in form and sufficiency
this 20th day of October 2004

[Signature]
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	9	1

Resolution 2020eighth102004

	AYES	NOES
BONNIE HAHN		✓
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	9	0

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

Withdrawn

13

By Alderperson : Felts

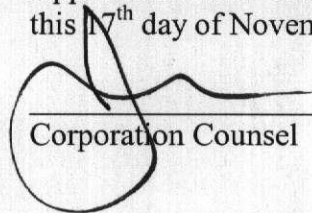
Seconded by Alderperson : _____

A RESOLUTION TRANSFERRING FUNDS TO THE RENSSELAER POP WARNER

WHEREAS, the City of Rensselaer is desirous of granting the Rensselaer Pop Warner Team Two Thousand Dollars (\$2,000.00) for use in their Post Season State Tournament.

NOW THEREFORE, BE IT RESOLVED, that the City of Rensselaer grant the sum of Two Thousand Dollars (\$2,000.00) and take the donation from the General Recreation Fund Line A7020-04-03.

Approved in form and sufficiency
this 17th day of November 2004



Corporation Counsel

Mayor

Resolutionlittleleague11704

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

#14

By Alderperson : Felts

Seconded by Alderperson : Jiguere

A RESOLUTION AUTHORIZING THE USE OF CAPITAL DISTRICT TRANSIT AUTHORITY ("CDTA") FUNDS FOR A BABY POOL AND PARK IMPROVEMENTS

WHEREAS, the CDTA is granting the City of Rensselaer Fifteen Thousand Dollars (\$15,000.00) to be used for improvements to the Walter S. Pratt Park on East Street, Rensselaer, New York, and

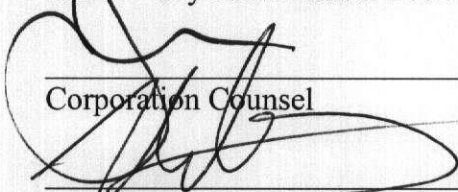
WHEREAS, the City of Rensselaer is desirous of allocating said funds for the improvement of the baby pool and other park improvements.

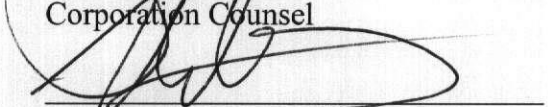
NOW THEREFORE, BE IT RESOLVED, that the Fifteen Thousand Dollars (\$15,000.00) in funds be specifically earmarked for the repair of the baby pool and other park improvements.

BE IT FURTHER RESOLVED, that the 2004-2005 budget be amended to affect the following budget lines:

- Expense Line A7020-0111 Baby Pool Project
- Revenue Line A2705-0001 Specific Gifts and Donations

Approved in form and sufficiency
this 17th day of November 2004



Corporation Counsel


Mayor

Resolutionbabypool1117

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
	10	0

#15 By Alderperson : Bridenbeck

Seconded by Alderperson : Council as a whole

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR PROPOSED INCREASE IN WATER FEES
Fines and Sur Charges.

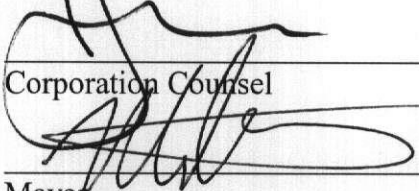
WHEREAS, the City of Rensselaer is desirous of scheduling a Public Hearing to receive input from the public on the City's proposal to raise water rates per the attached.

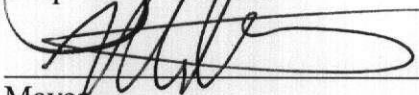
Fines and Sur-Charges

NOW THEREFORE, BE IT RESOLVED, that a Public Hearing be scheduled for December 1, 2004 at 7:55 p.m. in the Council Chambers of City Hall, 505 Broadway, Rensselaer, New York, to discuss the proposed increase in water rates. *Fines and Sur Charges*

Approved in form and sufficiency
this 17th day of November 2004

*Bridenbeck Council as a whole
Amendment*



Corporation Counsel


Mayor


	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
Resolution water 111704 BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	10	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	10	0

WATER DEPARTMENT

Interoffice Memo

To: Mayor Mark Pratt
 Cc: Andy Swedick, Commissioner-Water ✓
 From: Mary Cramer, Deputy Commissioner-Water 
 Date: June 14, 2004
 Re: Estimated cost for new billing software, & new fees

Mark as you requested I looked into the costs to combine Solid Waste and Water Billing. The cost to combine the databases is between \$8,000 and \$10,000.00, as per Cheryl at KVS. Solid Waste would have to be added as a new service to the water accounts, and we would have to combine the databases as one. This would cause a problem because the Solid Waste accounts would not get credited correctly as Solid Waste revenue.

To have KVS write a program for Sewer Tax or Sewer Surcharge would cost approximately \$1200.00 to \$1500.00. We could base the charge on the dollar amount of the bill. This would insure more revenue than the total gallons because of the minimum charge that we have to have the water on at the home, even if there is not water used.

In order to change our billing to quarterly, we would need a part-time meter reader (\$10,500.00), as well as our current full time reader (\$21,000.00). We would also need another handheld unit (\$6,000.00) and handheld reader (\$850.00). The increase for postage and envelopes would be an additional \$4,285.50.

The changes Andy and I discussed regarding the fees are as follows:

	<u>NOW</u>	<u>INCREASE</u>
EST FEE	\$25.00 ✓	RES. \$35.00 COMM. \$150.00 ✓
FINAL READS	\$25.00 ✓	SAME
WATER TAP FEE	\$125.00	RES. \$250.00 COMM. \$450.00 ✓
NON-COMPLIANCE	\$250.00	RES. \$500.00 COMM. \$1500.00
PURCHASE OF METER	\$75.00	\$150.00
WATER TURN ON	\$25.00	\$35.00
WATER TURN OFF	\$25.00	\$35.00
BROKEN SEAL	\$250.00	\$500.00 ✓
METER TESTING	\$25.00	RES. \$55.00 COMM. \$100.00
FIRE SERV FEES	\$250.00	SAME (SEMI ANNUAL)

FIRE SERV FEE-HILTON	\$81.60		SAME (MONTHLY)	
WATER SAMPLE -AMTRAK	\$20.25		\$35.00 (MONTHLY)	
FIRE SERV-AMTRAK (MONTHLY)	\$23.71		\$500.00-SEMI ANNUALLY	
HYDRANT METER USE	\$100.00		\$200.00	
HYDRANT METER MONTHLY	\$50.00		\$100.00	
HYDRANT WATER CHARGE	\$4.70		\$5.25 / THOUSAND GALS	
COST PER THOUSAND GALS	\$3.70 ✓		\$3.80 / THOUSAND GALS	
MINIMUM CHARGE 6 MONTHS	\$63.12		\$75.00 (SEMI ANNUALLY)	
MINIMUM CHARGE MONTHLY	\$23.71		\$42.00	
OUT OF CITY CUSTOMERS	15% OF BILL		25% OF BILL (LINE FEE)	
UNAUTHORIZE USE-HYDRANT	\$500.00		\$1500.00	

(NEW FEES)

↓ \$2500.00 First offense

- NON COMPLIANCE FOR FAULTY EQUIPMENT \$250.00 FOR 30 DAYS NOT COMPLYING, THEN \$500.00 EVER MONTH THERE AFTER UNTIL COMPLETE.

-SEWER LINE MAINTENANCE FEE -RESIDENTS PAY 25% OF BILL

-COMMERCIAL PAY 35% OF BILL

If you have any questions regarding these fees, please don't hesitate to call me.

Thanks,
Mary

MKC

Comm fine
 Resident - \$2500.00
 Resident - \$1000.00
 fine
 for water theft

#16 By Alderperson : Hahn

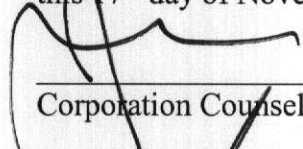
Seconded by Alderperson : Council

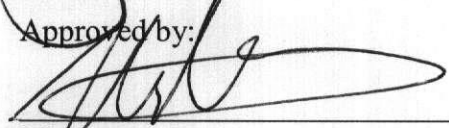
**A RESOLUTION RATIFYING SALES TAX AGREEMENT WITH
RENSSELAER COUNTY**

WHEREAS, the County of Rensselaer and the City of Rensselaer are desirous of entering an agreement to codify their respective arrangements regarding distribution of sale tax revenue.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Rensselaer be authorized to execute the sales tax agreement, annexed hereto on behalf of the City of Rensselaer.

Approved as to form and sufficiency
this 17th day of November 2004



Corporation Counsel
Approved by: 

Mayor

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI <small>Resolutionsalestax1704</small>	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	10	0

SALES TAX AGREEMENT

THIS AGREEMENT made this 6th day of October, 2004, between RENSSELAER COUNTY, NEW YORK, a domestic municipal corporation and political subdivision of the State of New York, having its principal office at the Ned Pattison Government Center, 1600 Seventh Avenue, Troy, New York, 12180, party of the first part, hereinafter referred to as "County",

And

THE CITY OF TROY, NEW YORK, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at Troy City Hall, One Monument Square, Troy, New York, 12180, party of the second part, hereinafter referred to as "Troy".

And

THE CITY OF RENSSELAER, NEW YORK, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office located at Rensselaer City Hall, 505 Broadway, Rensselaer, New York, 12144, party of the third part, hereinafter referred to as "Rensselaer".

WHEREAS, Troy has previously rescinded its "right of pre-exemption" of certain non-State sales and use tax collected within Troy, and

WHEREAS, Rensselaer has not exercised its "right of pre-exemption" of certain non-State sales and use tax collected within Rensselaer, and

WHEREAS, the County, Troy and Rensselaer are desirous of cooperating with each other without jeopardizing their respective abilities to raise revenue from other than real property tax sources, and

WHEREAS, the County intends to set aside a certain amount of sales and use tax revenue for County purposes pursuant to Section 1262(a) of the Tax Law of the State of New York, and

WHEREAS, the County intends to reserve a certain amount of said sales and use tax revenue, as not set aside for County or educational purposes as defined in Section 1262(c) of the Tax Law, and allocate same to the cities and areas in the County outside the cities as set forth herein, and

WHEREAS, Troy and Rensselaer are willing to waive their respective rights of pre-exemption with respect to the sales and use taxes as a source of revenue and the County is willing to distribute to Troy and Rensselaer, pursuant to Section 1262(c) of the Tax Law of the State of New York, a certain share of the total non-State sales and use taxes collected within Rensselaer County and not set aside for County or educational purposes as hereinafter set forth, and

WHEREAS, Troy and Rensselaer have each elected to receive said allocation in direct payments pursuant to Tax Law Section 1262(c) in lieu of a tax reduction of the county tax levied upon real property in Troy and Rensselaer.

NOW, THEREFORE, BE IT RESOLVED, that the parties hereto, through their chief executive officers, having first obtained the consent of their respective legislative bodies, do hereby agree as follows:

DEFINITIONS:

Sales tax Distributions: the payments made by New York State to the County of Rensselaer for the local share of the countywide sales and use tax. For the purposes of this agreement, the distribution will be defined by the month in which they are transferred to the County by New York State, except for EFT adjustments.

Original Tax: the three percent (3%) countywide sales and tax, effective December 1, 1982.

Additional Tax: the one percent (1%) countywide sales and tax, effective September 1, 1994.

Sales Tax Year: the twelve (12) month period in which the County receives sales tax distributions from New York State, commencing on March 1 and ending the subsequent February 28th. For the purposes of this agreement, all references to sales tax payments, distributions and/or calculations of same, will be defined as those received and/or paid between March 1st of a given year and the subsequent February 28th or (February 29th, as the case may be).

Electronic Funds Transfer (EFT) Adjustments: adjustments made to reconcile certain sales tax distributions on an accelerated schedule. For the purposes of this agreement, EFT distributions will be credited to the month the sales tax distribution would have been received under the prior, non-EFT distribution system.

ARTICLES OF AGREEMENT

1. Troy will rescind any steps taken toward reinstating its own sales and use tax and will not exercise its right of pre-exemption to impose a local sales and use tax pursuant to Article 29 of the Tax Law of the State of New York, to be effective during the term of this agreement except as provided in paragraph "8" herein.
2. Rensselaer will rescind any steps taken toward instituting its own sales and use tax and will not exercise its right of pre-exemption to impose a local sales and use tax pursuant to Article 29 of the Tax Law of the State of New York, to be effective during the term of this agreement except as provided in paragraph "8" herein.
3. In consideration for the above, the County agrees to pay to Troy and Rensselaer, a percentage of (a) the sales tax distributions received by the County pursuant to the "Original Tax" and (b) sales tax distributions received by the County pursuant to the "Additional Tax".
4. The County agrees to pay Troy an amount equal to 24.37% of the sales tax distributions received by the county pursuant to the "Additional Tax" for the sales tax year 2005-2006 (March 1, 2005 – February 28, 2006). The County further agrees to pay Troy an amount equal to 24.37% of the sales tax distributions received by the County pursuant to the "Additional Tax" for the sales tax years 2006-2007, 2007-2008, 2008-2009 and 2009-2010, except that should the authority for the County to impose and receive sales tax distributions from said "Additional Tax" not be renewed, at any time, in which instance, the County shall not be required to make said sales tax payments to Troy pursuant to the "Additional Tax" from the date that such authority was reached.

The County further agrees to pay Troy an amount equal to 18.07% of the sales tax distributions received by the County pursuant to the "Original Tax" for the sales tax year 2005-2006 (March 1, 2005 – February 28, 2006). The County further agrees to pay Troy "Original Tax" payments for the years 2006-2007, 2007-2008, 2008-2009 and 2009-2010 in an amount equal to 18.07% of the

affected year's (i.e.: 2006-2007, 2007-2008, 2008-2009 and 2009-2010, as the case may be) sales tax distributions to the county pursuant to the "Original Tax".

5. Troy agrees to repay the County the remaining One Hundred Sixty Five Thousand Dollars (\$165,000.00) with respect to the Four Hundred Forty Thousand Dollar (\$440,000.00) obligation due to the County by the City pursuant to the prior sales tax agreement between the parties dated November 23, 1982. Such payment shall be deducted by the County from the March 15 payment to be made to Troy in the year 2010.

6. The County agrees to pay Rensselaer an amount equal to 3.66% of the sales tax distributions received by the County pursuant to the "Additional Tax" for the sales tax year 2005-2006 (March 1, 2005 – February 28, 2006). The County further agrees to pay Rensselaer an amount equal to 3.66% of the sales tax distributions received by the County pursuant to the "Additional Tax" for the sales tax years 2006-2007, 2007-2008, 2008-2009 and 2009-2010, except that should the authority for the County to impose and receive sales tax distributions from said "Additional Tax" not be renewed at any time, in which instance the County shall not be required to make said sales tax payments to Rensselaer pursuant to the "Additional Tax" from the date that such authority was rescinded.

The County further agrees to pay Rensselaer an amount equal to 2.59% of the sales tax distributions received by the County pursuant to the "Original Tax" for the sales tax year 2005-2006 (March 1, 2005 – February 28, 2006). The County further agrees to pay Rensselaer "Original Tax" payments for the years 2006-2007, 2007-2008, 2008-2009 and 2009-2010 in an amount equal 2.59% of the effected year's (i.e.: 2006-2007, 2007-2008, 2008-2009 and 2009-2010 as the case may be) sales tax distributions to the County pursuant to the "Original Tax".

7. The County agrees to make sales tax payments to Troy and Rensselaer on a quarterly basis as follows:

<u>Quarterly Period</u>	<u>Payments Due</u>
March through the succeeding May	June 15 th
June through the succeeding August	September 15 th
September through the succeeding November	December 25 th
December through the succeeding February	March 15 th

The amount of each quarterly payment shall be calculated by multiplying the amount of total sales tax distribution under the "Original Tax" and the "Additional Tax" received by the County during the above indicated months by the applicable percentages as defined in Sections 4 and 6 of this agreement.

8. Notwithstanding, the provisions of any prior sales tax agreement, the term of this agreement shall be for the period commencing December 1, 2004 and ending November 30, 2009, unless the parties shall enter into a renewal and/or modifications thereof on or before July 1, 2009. If this agreement is not renewed and extended beyond November 30, 2009, it is recognized and understood the fourth quarterly distribution period for 2009 sales tax year will commence on December 1, 2009 and end January 31, 2010.

9. In the event of the expiration or termination of this agreement without renewal, Troy reserves its right to re-exercise its right of pre-exemption with respect to the levying and collection of sales and use taxes within Rensselaer.

10. The County shall make distributions each year to the areas within the County and outside the cities of Troy and Rensselaer during the term of this Agreement.

Such distributions shall be in an amount equal to 11.5% of the first Forty Five Million Two Hundred Thirty Eight Thousand Eight Hundred Ninety Eight Dollars and Thirty Cents (\$45,238,898.30) in gross sales tax revenues collected, plus 15% of any additional collections, that would otherwise be allocated for county purposes under the agreement. Rensselaer County may, with the approval of the State Comptroller, provide for distributions in excess of this amount. Such additional distributions shall be made from sales and use tax revenues that would otherwise be allocated for county purposes under the agreement. Troy and Rensselaer hereby consent to any distributions made by the County to the area outside of the cities pursuant to this paragraph and expressly waive any right they may have under Section 1262(c) of the Tax Law of the State of New York to consent thereto at the time of any such distributions.

11. All sales and use tax monies received by the County and not distributed as herein provided shall be retained by the County for county purposes pursuant to Section 1262 (a) of the Tax Law of the State of New York.
12. This agreement shall become effective upon its execution by the chief executive officers of the respective parties, they having first obtained legislative consent thereto by their respective legislative bodies, and upon the further approval and consent of the Comptroller of the State of New York.

IN WITNESS WHEREOF, the parties have signed this agreement on the day and year first above written and have caused the respective seal of the County, Troy and Rensselaer to be affixed hereto pursuant to authority granted by the Rensselaer County Legislature, the Troy City Council, and the Rensselaer Common Council.

(SEAL)

Approved as to form:

COUNTY OF RENSSELAER, NEW YORK

Robert A. Smith
County Attorney

by: _____
Kathleen M. Jimino
County Executive

(SEAL)

Approved as to form:

CITY OF TROY, NEW YORK

John P. Hicks
Corporation Counsel

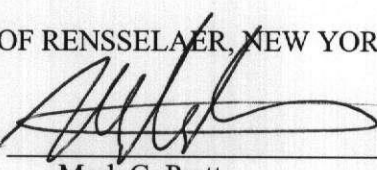
by: _____
Harry J. Tutunjian
Mayor

(SEAL)

Approved as to form:

COUNTY OF RENSSELAER, NEW YORK

John P. Hicks
Corporation Counsel

by: _____

Mark G. Pratt
Mayor

**STATE OF NEW YORK)
COUNTY OF RENSSELAER) SS:**

On this ___ day of November, 2004, before me personally came Kathleen M. Jimino, to me known to be the County Executive of the County of Rensselaer, who, being by me duly sworn, did depose and say that she resides in Troy, New York; that she is the COUNTY EXECUTIVE of the COUNTY OF RENSSELAER, NEW YORK, the municipal corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and that it was so affixed pursuant to a resolution duly adopted by the legislative body of such municipal corporation.

Notary Public

On this ___ day of November, 2004, before me personally came Harry J. Tutunjian, to me known to be the Mayor of the City of Troy, who, being by me duly sworn, did depose and say that he resides in Troy, New York; that he is the MAYOR of the CITY OF TROY, NEW YORK, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and that it was so affixed pursuant to a resolution duly adopted by the legislative body of such municipal corporation.

Notary Public

On this ___ day of November, 2004, before me personally came Mark G. Pratt, to me known to be the Mayor of the City of Rensselaer, who, being by me duly sworn, did depose and say that he resides in Rensselaer, New York; that he is the MAYOR of the CITY OF RENSSELAER, NEW YORK, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and that it was so affixed pursuant to a resolution duly adopted by the legislative body of such municipal corporation.

Notary Public

17

By Alderperson :

Bridenbeck

Seconded by Alderperson :

Jackson

A RESOLUTION TO AWARD THE BID FOR THE CONSTRUCTION OF A NEW BUILDING ENCLOSURE TO BE LOCATED AT PARTITION STREET, RENSSELAER, NEW YORK AT THE JAMES HILL HOOK AND LADDER

WHEREAS, bids were requested for the construction of a new building enclosure to be located at Partition Street, Rensselaer, New York at the James Hill Hook and Ladder, and

WHEREAS, the lowest bidder was Mr. Danny Sanchez.

NOW, THEREFORE BE IT RESOLVED, that Mr. Danny Sanchez be awarded the contract to construct a new building enclosure at James Hill Hook and Ladder on Partition Street, Rensselaer, New York, for a total contract price of (\$ 73,253.00).

BE IT FURTHER RESOLVED, that the Building Inspector review and approve said bids before the City engages the services of Mr. Danny Sanchez.

*Bridenbeck Hahn
Amercusunt*

Approved in form and sufficiency
this 17th day of November 2004

[Signature]
Corporation Counsel
[Signature]
Mayor *Main Issue*

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS		✓
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGECFORD	✓	
Total	9	1

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS		✓
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGECFORD	✓	
Total	9	1



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

Request for Proposals

Whereas, The City of Rensselaer is requesting cost proposals for construction of a new building enclosure to be located on Partition Street at the James Hill Hook and Ladder, and

Whereas, the scope of work involves a separate structure adjacent to the existing firehouse that will house a new ladder truck, and

WHEREAS, the City Fire Chief has prepared a list of basic but specific items that should be included in the new enclosure, and

WHEREAS, the City owns the proposed building site and the City's intent is to construct an economical enclosure to meet its basic need of protection from weather conditions.

NOW THEREFORE BE IT RESOLVED, that the City Clerk is hereby authorized to advertise for "Request for Proposals" for construction of a new building enclosure to be built.

BE IT FURTHER RESOLVED, that the Requests for Proposals are due in the Office of the City Clerk, no later than 3:00 p.m. on November 17th, 2004. Said Request for Proposals will be opened and read aloud at a regular meeting of the Common Council on Wednesday, November 17, 2004 at 8:00 p.m. in the Common Council Chambers, 505 Broadway, Rensselaer, New York 12144.

Maureen G. Nardacci
City Clerk
505 Broadway
Rensselaer, New York 12144
(518) 462-4266

Suggested Resolution

"The City of Rensselaer is requesting cost proposals for construction of a new building enclosure to be located on Partition Street at the Hill Hose Co. The scope of work involves a separate structure adjacent to the existing firehouse that will house a new ladder truck. The City Fire Chief has prepared a list of basic but specific items that should be included in the new enclosure. The City owns the proposed building site. The City's intent is to construct an economical enclosure to meet its basic need of protection from weather conditions.

Information on the site and specific questions shall be directed to the Fire Chief. By contacting Mr. James Van Vorst, City Fire Chief, Phone No. 465-3259.

The form of proposal shall include the firm's or individual's experience in construction similar structures, a list of specific components and building materials meeting the basic items listed below, building plans for the same, and lump sum cost for a complete installation.

Basic Enclosure and building requirements;

1. Outside dimensions Approximately 22 feet wide by 44 feet in length, height variable
2. Wood or metal frame, metal exterior siding or other
3. 12' high by 12' wide garage door with opener
4. One 3-0 side metal side door
5. Electric service available from the adjacent building via a subpanel for a 100 amp service for two exterior lights, four interior lights, six 110 volt wall outlets and one 220 volt outlet.
6. Concrete floor slab to accommodate a 64,000 lb vehicle, and perimeter foundation that may include piers and grade beam, or footing with block walls.
7. Asphalt single roof
8. Interior and ceiling insulation and basic wall covering
9. Building plans
10. No plumbing required.

All proposals shall be submitted to the City Clerk on November 17th, by 3:00 PM.

#18 By Alderperson : Bridenbeck

Seconded by Alderperson : Rogers

**A RESOLUTION AUTHORIZING THE CITY CLERK TO PUBLISH
A "REQUEST FOR PROPOSALS" FOR THE PURCHASE OF ONE
(1) USED ~~JOHN DEERE~~ BACKHOE, 1998 OR NEWER WITH
4 wheel Drive HAMMER 1998**

WHEREAS, the City of Rensselaer is requesting cost proposals for a used ~~John Deere~~
backhoe, 1998 or newer with hammer, and
1998 4 Wheel Drive

WHEREAS, the Water Department has made a request to both the Common Council and
the Board of Public Safety for the need of such vehicle,

WHEREAS, all bids and specifications will be submitted to the City Clerk no later than
Wednesday, December 1, 2004 at 3:00 p.m.

NOW THEREFORE BE IT RESOLVED, that the City Clerk is hereby authorized to
advertise in the Times Union and the Troy Record a "request for proposals" for one (1)
used, 1998 or newer ~~John Deere~~ backhoe with hammer.
1998

Approved as to form and sufficiency
this 17th day of November 2004

Amendment

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
Resolution backhoerfp111704		
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDCEFORD	✓	
Total	10	0

[Signature]
Corporation Counsel

Approved by: *[Signature]*

	AYES	NOES
BONNIE HAHN		
Mayor		
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDCEFORD	✓	
Total	10	0

19

By Alderperson

:

Hahn

720 Council as a whole

Seconded by Alderperson

:

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FOR THE COMMON COUNCIL

WHEREAS, The City of Rensselaer Junior Pee Wee League has a chance to go to the State Championships, and

WHEREAS, the American League Conference of the Pop Warner Squad is competing for placement in the State Championship game.

THEREFORE, BE IT RESOLVED, to approve the transfer to assist the team with accommodations upon their obtaining a place in the Championship play off.

BE IT FURTHER RESOLVED, that the Council has deemed it necessary to transfer funds in the Common Council for ~~a Championship win donation of~~ the Rensselaer Pee Wee's.

Championship win of

The Council hereby authorizes the Treasurer to make the following transfer in the 2004-2005 budget.

FROM:

A1990-04-00	Contingent	\$2,000.00
	TOTAL	\$2,000.00

TO:

<i>A 7550-04-05</i>	Junior Pee Wee State Championship	\$2,000.00
	TOTAL	\$2,000.00

Amend

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
Resolutiontranscouncil111704		
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	10	0

Approved as to form and sufficiency
This 17th day of November 2004

[Signature]

Corporation Counsel

Main Issue

Approved by:

[Signature]

Mayor

BONNIE HAHN		
ALBERTINE FELTS		
BRENDA JIGUERE		
LEE BRIDENBECK		
DOMINCK TAGLIENTO		
BRIAN STALL		
SCOTT ROGERS		
DEBORAH GIRGENTI		
PATRICIA JACKSON		

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	10	0