



**MAUREEN G. NARDACCI**  
*City Clerk*

# **CITY OF RENSSELAER**

---

OFFICE OF  
**THE CITY CLERK**

CITY HALL  
RENSSELAER, NEW YORK 12144

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

## **AGENDA FOR THE COMMON COUNCIL MEETING DECEMBER 20, 2006**

1. A Resolution to Rescind Resolution No. 245-2006 of 2006.
2. A Resolution Approving a Contract with Mohawk Ambulance.
3. A Resolution Authorizing a Curb Cut at 911 Washington Avenue Rensselaer, New York.
4. A Resolution Authorizing the Transfer of Funds for the Treasury Department.
5. A Resolution Authorizing the City of Rensselaer to Lease 6 Tracy Street.
6. A Resolution Recognizing 2009 as the 400<sup>th</sup> Anniversary of Henry Hudson's Visit to Albany and Rensselaer Counties in New York State.
7. A Resolution Awarding a Contract for the Demolition of 1 Church Street.
8. A Resolution Awarding the Contract for Engineering and Design Services for Improvements to Riverfront Park to Clark Patterson Associates.

9. A Resolution Authorizing Payment of Invoices from Zurich Insurance.
10. A Resolution Regarding Employee Health Insurance.
11. A Resolution Regarding Policy on Terminated Employees.
12. A Resolution Declaring the Common Council of the City of Rensselaer as Lead Agency for Purposes of SEQR Review of the Construction of the Department of Public Works Garage and Adopting a SEQR Determination of Non-Significance.
13. BOND Resolution in the amount of \$156,322.50 for the Purpose of paying for the Reconstruction of Sidewalks along Washington Avenue from Interstate 90 to Mountain View Avenue and Costs Preliminary and Incidental thereto.
14. BOND Resolution in the amount of \$40,750.00 for the Purpose of paying for the cost of the acquisition of a Snow Plow Truck and related equipment and costs preliminary and incidental thereto.
15. BOND Resolution in the amount of \$72,800.00 for the purpose of paying for the cost of the acquisition of a Vactor Model 2110 Sewer/Catch Basin Cleaner Truck and cost preliminary and incidental thereto.
16. A Resolution Authorizing a Contract between Plank Construction and the City of Rensselaer.
17. A Resolution Authorizing a Contract between George J. Martin & Son, Inc. and the City of Rensselaer.



**CITY OF RENSSELAER  
COMMON COUNCIL MEETING  
WEDNESDAY EVENING  
DECEMBER 20, 2006**

THE COUNCIL CONVENED AT 8:00 PM AND WAS CALLED TO ORDER BY PRESIDENT PRO-TEM PALERMO.

THE ROLL BEING CALLED THE FOLLOWING ANSWERED TO THEIR NAMES

ALDERPERSON:	PALERMO	STALL
	FELTS	DOMINSKI
	LITHGOW	MOONEY
	CONGER-absent	JACKSON
	TAGLIENTO	HALL-absent

ABSENT: HALL AND CONGER

A MOTION WAS MADE BY ALDERPERSON JACKSON TO APPOINT RICHARD MOONEY PRESIDENT PRO-TEM SECONDED BY ALDERPERSON DOMINSKI.

VOTE TO APPOINT RICHARD MOONEY PRESIDENT PRO-TEM:

AYES: ALDERPERSONS FELTS, TAGLIENTO, STALL, DOMINSKI, MOONEY AND JACKSON.

NOES: ALDERPERSONS PALERMO AND LITHGOW

THIS MOTION IS ADOPTED AND MR. MOONEY IS PRESIDENT PRO-TEM.

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

COMMUNICATIONS:	NONE.
BIDS:	DEMOLITION 1 CHURCH STREET
PETITIONS:	NONE.
CLAIMS:	PATRICIA BRESELOR V. THE CITY OF RENSSELAER.

AYES: PALERMO, FELTS, LITHGOW, TAGLIENTO, STALL, DOMINSKI, MOONEY, JACKSON.

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

AYES: PALERMO, FELTS, LITHGOW, TAGLIENTO, STALL, DOMINSKI, MOONEY, JACKSON.

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

A MOTION WAS MADE BY ALDERPERSON DOMINSKI TO ADJOURN AT 9:35 P:M SECONDED BY ALDERPERSON FELTS.

AYES: PALERMO, FELTS, LITHGOW, TAGLIENTO, STALL, DOMINSKI, MOONEY, JACKSON.

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



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## **NOTICE OF PUBLIC HEARING**

### **A PUBLIC HEARING TO AMEND CHAPTER 169 OF THE CITY OF RENSSELAER CODE TO REGULATE THE SALE, MAINTENANCE AND STORAGE OF VEHICLES**

WHEREAS, the City of Rensselaer seeks to establish regulations regarding the sale, maintenance and storage of vehicles in the City of Rensselaer, and

WHEREAS, these proposed amendments will be made to Chapter 169 of the Rensselaer City Code "Vehicles and Traffic", to be entitled "Parking Vehicles for the purpose of Sale, Maintenance, or Storage"

- 1) No person shall stand or park a vehicle upon any public street, parkland or other City property for the purpose of:
  - A. Displaying it for sale
  - B. Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency.
  - C. Storage. For purposes of the Chapter, storage shall include the placement, parking or standing of any unregistered or un-inspected vehicle or any other vehicle discharging any fluid other than water on any public street, parkland or other city property except where specifically authorized by the City of Rensselaer Police Department.

- 2) It shall be unlawful to place, park or stand any inoperable vehicle on any public property for more than forty eight (48) hours. A vehicle shall be deemed inoperable when for whatever reason it is incapable of being moved under its own power. Incapable of operation shall include, mechanical failure, a vehicle having a broken windshield or window, deflated tires or any combination of damage or conditions which cumulatively render the vehicle incapable of immediate operations.
- 3) It shall be unlawful to place, park or stand any trailer (including trailers attached to a registered vehicle), recreational vehicle, house coach, vessel or boat, bus or school bus, semi-trailer automobile transporter, or tractor or tractor trailer, on any public property or city street for a period exceeding forty eight (48) hours except where specifically authorized by the City of Rensselaer.
- 4) Removal of any vehicle found to be in violation of this section shall be governed by sect. 1224 of the New York State Vehicle and Traffic Law and applicable orders, policies and operation procedures as promulgated by the Chief of Police.

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

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of Rensselaer shall conduct a public hearing on the proposed amendments to the City of Rensselaer Code, on December 20, 2006 at 7:30 p.m. in the 2<sup>nd</sup> Floor Common Council Chamber, Rensselaer City Hall, 505 Broadway, Rensselaer, New York.

Maureen G. Nardacci  
City Clerk  
505 Broadway  
Rensselaer, New York 12144  
518) 462-4266  
The Record: Print once as a Legal Notice  
December 13, 2006

#4

By Alderperson : Mooney

Seconded by : Tagliento

**A RESOLUTION TO HOLD A PUBLIC HEARING TO AMEND CHAPTER 169 OF THE CITY OF RENSSELAER CODE TO REGULATE THE SALE MAINTENANCE AND STORAGE OF VEHICLES**

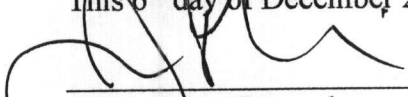
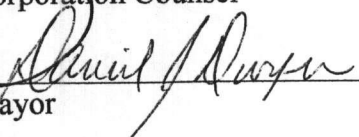
**WHEREAS**, the City of Rensselaer seeks to establish regulations regarding the sale maintenance and storage of vehicles in the City of Rensselaer, and

**WHEREAS**, these proposed amendments will be made to Chapter 169 of the Rensselaer City Code "Vehicles and Traffic", to be entitled "Parking Vehicles for the purpose of Sale, Maintenance, or Storage" and include the proposed law attached hereto, and

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

**NOW, THEREFORE BE IT RESOLVED**, that the Common Council of the City of Rensselaer shall conduct a public hearing on the proposed amendments to the City of Rensselaer Code, attached hereto, on December 20, 2006 at 7:30 pm in the Common Council Chambers.

Approved as to form and sufficiency  
This 6<sup>th</sup> day of December 2006

  
\_\_\_\_\_  
Corporation Counsel  
  
\_\_\_\_\_  
Mayor

	AYES	NOES
SCARLET A. PALERMO	✓	
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER	✓	
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL	✓	
Total	10	0

## Chapter 169

### Vehicles and Traffic

#### Parking of Vehicles for purpose of sale, maintenance and storage

1. No person shall stand or park a vehicle upon any public street, parkland or other City property for the purpose of:
  - A. Displaying it for sale
  - B. Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency.
  - C. Storage. For purposes of this Chapter, storage shall include the placement, parking or standing of any unregistered or uninspected vehicle or any other vehicle discharging any fluid other than water on any public street, parkland or other City property except where specifically authorized by the City of Rensselaer Police Department.
2. It shall be unlawful to place, park or stand any inoperable vehicle on any public property for more than forty eight (48) hours. A vehicle shall be deemed inoperable when for whatever reason it is incapable of being moved under its own power. Incapable of operation shall include, mechanical failure, a vehicle having a broken windshield or windows, deflated tires or any combination of damage or conditions which cumulatively render the vehicle incapable of immediate operation.
3. It shall be unlawful to place, park or stand any trailer (including trailers attached to a registered vehicle), recreational vehicle, house coach, vessel or boat, bus or school bus, semi-trailer automobile transporter, or tractor or tractor trailer, on any public property or City street for a period exceeding forty eight (48) hours except where specifically authorized by the City of Rensselaer.
4. Removal of any vehicle found to be in violation of this section shall be governed by sect. 1224 of the New York State Vehicle and Traffic Law and applicable orders, policies and operating procedures as promulgated by the Chief of Police.



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*City Clerk*

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RENSSELAER, NEW YORK 12144

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Fax: (518) 462-0890

## **NOTICE OF PUBLIC HEARING**

### **A Public Hearing to Amend Chapter 117 of the City of Rensselaer Code to Regulate the Storage of Firewood and Fuel Pellets**

WHEREAS, the City of Rensselaer seeks to establish regulations regarding the outdoor storage of firewood and fuel pellets that will require property owners to store these fuel products neatly stacked in the rear yard of the property, and

WHEREAS, these proposed amendments will be made to Chapter 117 of the Code "Hazardous Materials", as Article II to be entitled "Outdoor Storage of Firewood and Fuel Pellets" Wood and Fuel Pellets intended to be used for fuel shall not be stored in the front yard or the front half of side yards, but may be stored in the rear yard if neatly stacked at least five feet from any adjacent property line.

Where it is impractical, as determined by the Building and Zoning Administrator or his designated representative to store logs immediately in the rear yard, they may be stored for a period not to exceed thirty days in the front yard for cutting into firewood provided that no such logs shall be placed not closer than fifteen feet from the curblin and in such a manner as to not obstruct the view or sight distance and create a traffic hazard.

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

NOW, THEREFORE BE IT RESOLVE, that the Common Council of the City of Rensselaer shall conduct a public hearing on the proposed amendments to the City of Rensselaer Code, on December 20, 2006 at 7:45 p.m. in the Common Council Chambers, 2<sup>nd</sup> Floor, Rensselaer City Hall, 505 Broadway, Rensselaer New York.

Maureen G. Nardacci  
City Clerk  
505 Broadway  
Rensselaer, New York 12144  
(518) 462-4266  
The Record: Print once as a Legal Notice  
December 13, 2006

#3

By Alderperson : Mooney

Seconded by Alderperson : Tagliento

**A RESOLUTION TO HOLD A PUBLIC HEARING TO AMEND CHAPTER 117 OF THE CITY OF RENSSELAER CODE TO REGULATE THE STORAGE OF FIREWOOD AND FUEL PELLETS**

**WHEREAS**, the City of Rensselaer seeks to establish regulations regarding the outdoor storage of firewood and fuel pellets that will require property owners to store these fuel products neatly stacked in the rear yard of the property, and

**WHEREAS**, these proposed amendments will be made to Chapter 117 of the Code "Hazardous Materials", as Article II to be entitled "Outdoor Storage of Firewood and Fuel Pellets" and include the proposed law attached hereto, and

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

**NOW, THEREFORE BE IT RESOLVED**, that the Common Council of the City of Rensselaer shall conduct a public hearing on the proposed amendments to the City of Rensselaer Code, attached hereto, on December 20, 2006 at 7:45 pm in the Common Council Chambers.

Approved as to form and sufficiency  
This 6<sup>th</sup> day of December 2006

Corporation Counsel

Mayor

SCARLET A. PALERMO  
ALBERTINE FELTS  
WILLIAM LITHGOW  
KIMBERLI CONGER  
DOMINICK TAGLIENTO  
BRIAN STALL  
LILLIAN DOMINISKI  
RICHARD MOONEY  
PATRICIA JACKSON  
CHARLES HALL

	AYES	NOES
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
Total	10	0

Resolution to Storage 120606

Rensselaer Code  
Chapter 117  
Article II

Outdoor Storage of Wood and Fuel Pellets

Wood and fuel pellets intended to be used for fuel shall not be stored in the front yard or the front half of side yards, but may be stored in the rear yard if neatly stacked at least five feet from any adjacent property line.

Where it is impractical, as determined by the Building and Zoning Administrator or his designated representative to store logs immediately in the rear yard, they may be stored for a period not to exceed thirty days in the front yard for cutting into firewood provided that no such logs shall be placed not closer than fifteen feet from the curblin and in such a manner as to not obstruct the view or sight distance and create a traffic hazard.

By Alderperson : Felts

Seconded by Alderperson : Mooney

# 1

### A RESOLUTION TO RESCIND RESOLUTION NO. 245-2006 OF 2006

WHEREAS, on November 27, 2006, this Council passed a resolution authorizing the Mayor to execute the annexed agreement between the City of Rensselaer, Rensselaer Volunteer Ambulance Service and Mohawk Ambulance Service, Inc., and

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 233-2006 be and it is hereby rescinded.

Approved as to form and sufficiency this 20<sup>th</sup> day of December 2006

[Signature]  
Corporation Counsel

Approved by:  
[Signature]  
Mayor

- SCARLET A. PALERMO
- ALBERTINE FELTS
- WILLIAM LITHGOW
- KIMBERLI CONGER
- DOMINICK TAGLIENTO
- BRIAN STALL
- LILLIAN DOMINISKI
- RICHARD MOONEY
- PATRICIA JACKSON
- CHARLES HALL

	AYES	NOES
	abstain	
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
Total	7	

By Alderperson : Felts

Seconded by Alderperson : Mooney

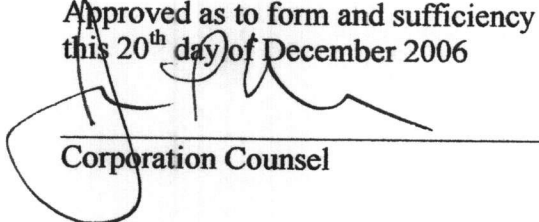
# 2

### A RESOLUTION APPROVING CONTRACT WITH MOHAWK AMBULANCE

WHEREAS, the City of Rensselaer is desirous of engaging the services of Mohawk Ambulance pursuant to a service contract annexed hereto.

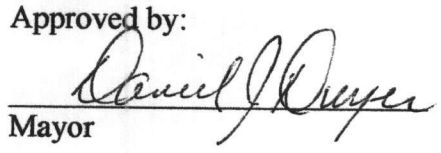
NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Rensselaer be authorized to execute said contract attached.

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

  
Corporation Counsel

- SCARLET A. PALERMO
- ALBERTINE FELTS
- WILLIAM LITHGOW
- KIMBERLI CONGER
- DOMINICK TAGLIENTO
- BRIAN STALL
- LILLIAN DOMINISKI
- RICHARD MOONEY
- PATRICIA JACKSON
- CHARLES HALL

	AYES	NOES
		✓
	✓	
	✓	
		✓
		✓
	✓	
	✓	
	✓	
Total	5	3

Approved by:  
  
Mayor

# **MOHAWK**

---

## **AMBULANCE SERVICE**



December 12, 2006

Honorable Daniel Dwyer  
Mayor  
City Hall  
505 Broadway  
Rensselaer, NY 12144

Dear Mayor Dwyer,

I am writing to clear inaccuracies and distortions of the facts that are being spread with regards to Mohawk Ambulance's billing practices, particularly of Medicare and Medicaid beneficiaries. Mohawk Ambulance answers thousands of calls per year in the Capital Region. We have an excellent track record of providing emergency services to people in need, particularly to our region's senior citizens.

I would like to take this opportunity to further clarify the processes used in our billing office and hopefully put to rest any concerns that may still exist.

Mohawk Ambulance Service has a local billing office, located on Kings Road in Schenectady, comprised of highly efficient and experienced verifiers, medical billers and collectors. We are available 8 hours per day, 5 days per week, to answer the questions and concerns of our patients. Several members of our office staff have worked for Mohawk Ambulance for more than 10 years and I am proud to say that the management team in the business office has a collective 34 years of experience with the company.

In regard to billing Medicare patients, all ambulance service providers can only bill Medicare at the Medicare allowable rate. The difference between any private rate and the Medicare allowable rate must be absorbed by the company. Medicare will then pay 80% of that allowable rate, with the remaining 20% (usually \$45-\$50) being the responsibility of the patient or the patient's supplemental or secondary insurance. Patients who have Medicaid as a secondary insurance will not be billed for any balance as long as their Medicaid is eligible and they have

MEMBER



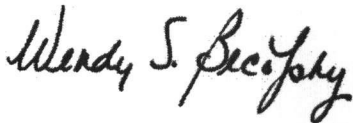
Administrative Office / 357 Kings Road / Schenectady, New York 12304 / (518) 346-5060 / FAX (518) 374-4685  
Business Office / 357 Kings Road / Schenectady, New York 12304 / (518) 374-4468 / FAX (518) 374-4685  
**SCHENECTADY / 793 State Street / Schenectady, New York 12307 / Emergency Number (518) 374-4401**  
**TROY / 625 River Street / Troy, New York 12180 / Emergency Number (518) 274-4888**  
**ALBANY / 290-292 Quail Street / Albany, New York 12208 / Emergency Number (518) 434-4151**

met any monthly spend down assigned by the county. A spend down is the amount, based on a patient's income, that the county determines a patient is able to pay out of pocket monthly before the county pays any bills. Most Medicare recipients do not have a spend down with Medicaid since their incomes qualify them for full benefits. Secondary and supplemental plans such as AARP, Blue Shield, CDPHP, etc. may have co-payments for ambulance service that the patient should be aware of when purchasing these plans. Please keep in mind that all Medicare beneficiaries have an annual deductible charged to them with the first billings of the New Year. Many secondary plans cover this deductible, including Medicaid. Patients who enroll in HMO Managed Medicare Plans such as Senior Blue, MVP Gold, CDPHP Medicare Advantage, etc., must pay Medicare Part B premiums to participate. These plans pay ambulance providers the Medicare allowable rate, which must be accepted by the provider, unless there is a contract between the provider and the HMO with a negotiated rate. Patients will only be responsible for their co-payments with these plans, but the co-payments differ from plan to plan.

Most of the Medicare patients that Mohawk Ambulance provides service to do pay their co-payments or 20% co-insurance. For those who find it difficult to pay these balances, we offer monthly time payments or settlements, depending on the severity of the situation. Knowing that most seniors are on fixed incomes with one major check per month, we work with the patients on a case by case basis to arrange payments that they can afford. We have a woman in our office who works exclusively with our Medicare patients to be sure their needs are met. She is compassionate and has great empathy for these patients.

Mohawk Ambulance cares deeply about the people we serve. We understand that ambulance service is not something that a patient plans for, either in their life or in their budget. We take great pride in our customer service and look forward to working with the citizens of Rensselaer in the coming years.

Sincerely,



Wendy S. Becofsky  
MOHAWK AMBULANCE SERVICE  
Manager, Business office

**AGREEMENT**

This Agreement, made on 21<sup>th</sup> day of DEC 2006, between the City of Rensselaer, New York, a municipal corporation having its offices at 505 Broadway, Rensselaer, New York, hereinafter "City", and Parkland Ambulance Service, Inc., d/b/a Mohawk Ambulance Service, a New York corporation, having its principle place of business at 793 State Street, Schenectady, New York 12307, hereinafter, "Mohawk".

**WITNESSETH:**

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

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

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

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

1. Mohawk agrees that it will provide Mohawk operated ambulances to the City on a secondary provider basis where the primary provider is Rensselaer Volunteer Ambulance.
2. Mohawk agrees that it will respond to all emergency calls in the City once the dispatching agency for the City is unable to confirm Rensselaer Volunteer

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

8. Mohawk agrees that all ambulances shall meet and maintain all the standards as specified in the certification listing for NYS ambulances, and DOT and Traffic Safety standards.
9. Mohawk agrees that its EMS equipment shall meet or exceed all NYS requirements as prescribed in Part 800 of the NYS EMS Code.
10. Mohawk agrees that it will make certain emergency training curricula available to the City, including, but not limited to CPR, Advanced Cardiac Life Support, and Emergency Medical Dispatch.
11. Mohawk shall obtain, and maintain at its expense, UHF radios capable of direct emergency communication with the City's EMS personnel. Both parties agree to use these radios to communicate whenever appropriate and necessary.
12. Mohawk and the City each shall:
  - a. maintain books and records pertaining to the performance of services under this Agreement in accordance with generally accepted accounting principles and as required by applicable law;
  - b. retain such books and records for a period of six years after the termination of this agreement, and
  - c. make such books and records available to authorized representatives of the other party for audit, inspection and copying upon reasonable request during business hours.
13. Representatives of Mohawk and the City may convene a bi-monthly meeting to discuss any and all matters relating to this Agreement.

14. The term of this Agreement shall be two (2) years, commencing \_\_\_\_\_, 2006. However, the City will be allowed a ninety (90) day window of opportunity to terminate the contract after the completion of the first six (6) months of the contract. Notwithstanding this term, either party may terminate this Agreement on sixty (60) days written notice to the other.
15. The City may, with the consent of Rensselaer Volunteer Ambulance and Mohawk Ambulance, designate Mohawk Ambulance the primary provider of ambulance service to the City during certain time periods or on a 24-hour basis.
16. Both parties agree to comply with all the applicable state, federal and local laws, ordinances, rules, regulations, and practices relating to or governing the services to be provided pursuant to this agreement and to obtain all necessary permits and to use all reasonable precaution to prevent injury either to the public or properties of the City and Mohawk Ambulance and to use their respective property for legal purposes only.
17. Mohawk agrees to indemnify and hold harmless the City from any damage to property or injury to persons (including death) resulting from the acts or omissions of Mohawk or its agents, employees, subcontractors, or suppliers.
18. City agrees to indemnify and hold harmless Mohawk from any damage to property of injury to persons (including death) resulting from the acts or omissions of the City its agents, employees, subcontractors, or suppliers.
19. The parties to this Agreement represent their belief that this Agreement is in all material respects in compliance with applicable state and federal laws, including but not limited to such laws relating to contracting among persons, one or both of

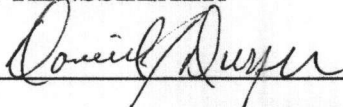
whom are qualified providers or accepting payment under the Medicaid or Medicare programs, and the rights and obligations of the parties are contingent upon such compliance. The parties agree to take all actions reasonably required to rectify or prevent noncompliance with such laws.

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

DATED: 12/21/06

CITY OF RENSSELAER

on Dec 21, 2006 before  
me personally appeared  
Daniel J. Dwyer

BY: 

Daniel Dwyer, Mayor

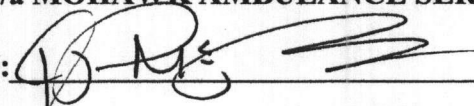
SHARON A. BUTLER  
Notary Public, State of New York  
No. 01BU6046055  
Qualified in Rensselaer County  
Commission Expires August 7, 2010



DATE: 12/21/06

PARKLAND AMBULANCE SERVICE, INC.

d/b/a MOHAWK AMBULANCE SERVICE

BY: 

James P. McPartlon III, Vice President

By Alderperson : Jackson

Seconded by Alderperson : Council

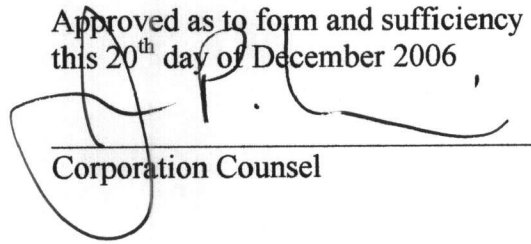
# 3

**A RESOLUTION AUTHORIZING A CURB CUT AT  
911 WASHINGTON AVENUE, RENSSELAER, NEW  
YORK**

**WHEREAS,** George and Debra Morse are desirous of a curb cut at 911 Washington Avenue, Rensselaer, New York, pursuant to attached approval from the Building & Zoning Department.

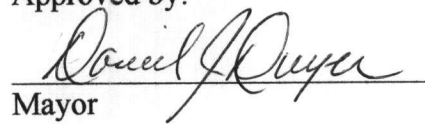
**NOW, THEREFORE, BE IT RESOLVED** that a curb cut be allowed at 911 Washington Avenue, Broadway, Rensselaer, New York.

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006



Corporation Counsel

	AYES	NOES
SCARLET A. PALERMO	✓	
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	8	0

Approved by:  
  
Mayor

**CITY OF RENSSELAER**

**BUILDING DEPARTMENT**  
**Daniel Moore, Administrator**  
CITY HALL, 505 BROADWAY  
RENSSELAER, NEW YORK 12144-2696  
Planning (518) 465-1693 Building (518) 462-5489 Fax (518) 465-2031

Ms. Patricia Jackson  
Highland Avenue  
Rensselaer, NY 12144

December 12, 2006

Dear Ms. Jackson:

This office received a call inquiring about a curb cut at 911 Washington Avenue, owner of the property is George and Debra Morse.

An inspection of the area found that a curb cut could be approved with the following stipulations:

1. Original curb cut to be extended 3 feet on each side
2. 2<sup>nd</sup> curb cut to be from edge of pole WEST to 5 feet from property line, which would make said curb cut approximately 12 feet wide.
3. ALL sidewalks are to remain concrete
4. The apron is to be concrete

As the Alderperson it would be appropriate for you to initiate and sponsor the resolution defining such curb cut.

If you have any questions regarding this, please contact me.

Sincerely,

Daniel Moore  
Building and Zoning Administrator

CC: Mayor  
File

By Alderperson :

Felts & Lithgow

Seconded by Alderperson :

Council

#4

### RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FOR THE TREASURY DEPARTMENT

The Council has deemed it necessary to transfer funds in the Treasury Department to cover retirement bills for the police and firemen (see bills annexed hereto).

The Council hereby authorizes the Treasurer to make the following transfer in the 2006-2007 budget.

**FROM:**

A9010-08-00	State Retirement	\$15,097.00
A1990-04-00	Contingent Fund	12,255.00
	<b>TOTAL</b>	<b>\$27,352.00</b>

**TO:**

A9015-08-00	Police and Fire Retirement	\$27,352.00
	<b>TOTAL</b>	<b>\$27,352.00</b>

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

[Signature]  
Corporation Counsel

[Signature]  
Mayor

SCARLET A. PALERMO  
ALBERTINE FELTS  
WILLIAM LITHGOW  
KIMBERLI CONGER  
DOMINICK TAGLIENITO  
BRIAN STALL  
LILLIAN DOMINISKI  
RICHARD MOONEY  
PATRICIA JACKSON  
CHARLES HALL

	AYES	NOES
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
Total	8	0

SONAP10/000/004	CITY OF WASSILAEN, NEW YORK	DATE: 12/14/06
TERMINAL NO: 000	DISPLAY ACCT DETAIL LEDGER	TIME: 14:27:00
<0>OFF/00ext Year? N	Fiscal Year: 2007	
01/01/1000 To 12/31/0000	Period: 00 To 07	Incl. Pr. 10 Enc. 7 N
0 -9010-0000 -	GENERAL FUND	[APPROPR: 250000.00
FIRE & POLICE RETIREMENT	POLICE AND FIRE RETIREMENT	
01 12/00/00 NYS RETIRE 00001	0015 0001R	200052.00
TOTALS:		203052.00
BUDGET BALANCE:		27052.00-
FD-View FD [ F7-View VO [ F0-View RL [ F1-View Jm ]		c To Cont [

SMDP10/000/L001		CITY OF RENDELACR, NEW YORK	DATE: 12/11/06
TERMINAL NO: 000		DISPLAY ABOUT DETAIL LEDGER	TIME: 14:40:39
<C>Curr/Cont Year? N	Fiscal Year: 2007		
11/01/2006 To 12/31/9999	Period: 06 To 07		
A -1998-0400-	GENERAL FUND	[APPROPR: 67894.52	Incl. Pr. 13 Enc. ? N
CONTINGENT	CONTINGENT FUND		
TOTALS:			
BUDGET BALANCE:			67894.52
<input type="checkbox"/> F1-View PD <input type="checkbox"/> F2-View VB <input type="checkbox"/> F3-View Ed <input type="checkbox"/> F4-View Jm			0 To Cont





# Annual Invoice

**Police and Fire Retirement System**

Payment of this invoice must be received by the Retirement System on or before February 1, 2007. Unpaid balances accrue interest at an annual rate of 8%. Enclosed is a self-addressed envelope to remit your payment. If you have any questions, contact Michael Clonahan at 518-473-4132.

Mrs Nancy Hicks  
City of Rensselaer

Location Code  
20046

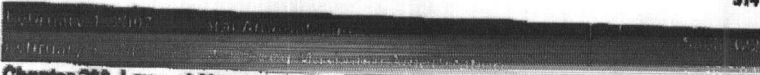
Fiscal Year Ending  
March 31, 2007


Contributions	Tier	Plan	Options	Group	Projected Salary	Rate	Contributions
	1	384D		P	\$86,836	3.7	\$13,633
	1	384E3		F	\$81,939	28.1	\$23,025
	2	375G		F	\$107,277	11.1	\$11,908
	2	384D		F	\$88,931	15	\$13,340
	2	384D		P	\$1,178,101	15	\$205,963
	2	384E3		F	\$249,057	17.1	\$41,905
				<b>Totals</b>	<b>\$1,963,140</b>		<b>\$308,776</b>

**Reconciliation:** Based on actual March 31, 2006 salaries \$30,635

**Amortization:** 2005 Ch. 260, Laws of 2004 Amortization Payment Installment 2 of 10: \$18,409  
2006 Ch. 260, Laws of 2004 Amortization Payment Installment 1 of 10: \$9,508

**Adjustments:** Prior Year Adjustment \$14

**Data Due:**   
Chapter 280, Laws of 2004 **Amortization Amount** \$81,541

**Prepay Data Due:** If you choose to prepay on December 15th, the discounted amount due is:  
  
To determine the discounted amount for Ch. 260 amortizations, please divide each individual entry by 1.008117  
To determine the discounted amount for all other individual entries, please divide by 1.009667.

## LEASE

This Indenture, made and entered into December , 2006, by and between Anthony J. Hill, as lessor ("lessor") and The City of Rensselaer, as lessee ("lessee"), witnesses:

### Article 1.

#### Definitions

The following terms, as used in this lease, shall have the meanings assigned below:

- (a). The term "lease" or "this lease" shall refer to this lease.

### Article 2.

#### Demise; Premises; Term

For and in consideration of the mutual covenants and agreements herein set forth, lessor does hereby lease, let and demise unto lessee, and lessee does hereby lease and rent from Arthur J. Hill, lessor the parcel of real estate, commonly known as 6 Tracy Street, Rensselaer, New York.

Lessee shall have and hold the leased premises for a term of month to month.

### Article 3.

#### Rental; Lease Year; Rental Adjustments

A. Lessee hereby covenants and agrees to pay to lessor during the term, without previous demand, at such address as lessor may from time to time designate in writing, a monthly rent of \$800.00.

### Article 4.

#### Permitted Use

The premises shall be used for any lawful purpose.

### Article 5.

#### Construction; Additions; Alterations

Lessee may at any time during the term of this lease, at lessee's sole expense, cause to be made such construction alterations, changes or additions of, in, on or to the demised premises, or

any buildings or other improvements located thereon, as lessee deems necessary or desirable, provided there is no existing and unremedied default on the part of the lessee under any of the agreements, terms, covenants and conditions of this lease on the part of lessee to be performed, and provided further that prior to commencement of any work whatever, lessee shall obtain the approval of any and all municipal and other governmental authorities and departments having jurisdiction over such work, and the written approval of the holder of any mortgage permitted hereunder affecting the demised premises, if approval is required by the term of such mortgage.

#### **Article 6.**

##### **Insurance**

A. Hazard Insurance. Lessee shall, at its expense, procure and maintain, or cause to be procured and maintained, in force throughout the term of this lease and any extensions thereof, liability insurance.

#### **Article 7.**

##### **Cost of Utilities**

Lessee shall pay when due all utility costs including heat, electric and water charges.

#### **Article 8.**

##### **Repairs and Maintenance**

Lessee shall, at its sole expense, keep and maintain the premises in a good and first-class condition, all ordinary wear and tear excepted, and to that end shall make all ordinary and necessary repairs and replacements thereto including ordinary repairs and replacements which may be necessary from time to time to the building and other improvements erected thereon, and to the electrical, plumbing, heating and air conditioning and other equipment of all types therein and all other fixtures and installations in or about the premises, and all ordinary repairs which may be necessary from time to time to the parking areas, driveways, sidewalks, lawns, landscaping and other facilities and other outdoor areas on the premises and the appurtenances thereto. Lessee shall also, at its sole expense, keep any sidewalks adjoining any part of the premises free from snow, ice, rubbish and other obstructions.

#### **Article 9.**

##### **Indemnity**

Lessee hereby indemnifies and saves lessor harmless against and from any and all claims, damages, costs, and expenses, including attorneys' fees, arising out of or resulting from lessee's use and occupancy of the leased premises or any equipment therein or appurtenances thereto, or such as may result from any accident in or about any improvements on the premises however

caused, excepting only such damage or injury as may result from the negligent act or omission of lessor, lessor's agents, servants, or employees.

#### Article 10.

##### Quiet Enjoyment

Lessor agrees that so long as lessee shall duly and punctually perform and observe all of the terms, covenants and agreements of this lease by lessee to be performed and observed, lessee shall quietly and peaceably hold, possess and enjoy the premises for the purposes herein permitted without any hindrance or molestation from lessor or any person claiming by, through or under lessor.

#### Article 11.

##### Miscellaneous

A. Representations. Lessee affirms that lessor and lessor's agent have made no representations or promises with respect to the premises, or the condition thereof, or the making or entry into this lease except as in this lease expressly set forth, and that no claim or liability shall be asserted by lessee against lessor for, and lessor shall not be liable by reason of, breach of any representations or promises not expressly stated in this lease.

B. Effect of Captions. The captions preceding the numbered paragraphs hereof shall be deemed and construed to be informative only and shall have no legal effect upon the interpretations of the terms and conditions of this lease.

C. Notices. Whenever in this lease it shall be required or permitted that notice be given by any party hereto to the other, such notice shall be given by certified or registered mail, and any notice so sent shall be deemed to have been given on the date that the same is deposited in the United States mail, postage prepaid. Notices shall be addressed to lessor at \_\_\_\_\_, and to lessee at City Hall, 505 Broadway, Rensselaer, New York 12144, or at such other address as either party may from time to time specify in writing in lieu thereof. It is further agreed that each party hereto will promptly furnish to the other party hereto a copy of any notice it may receive from any third person which may affect the rights of any party hereunder.

D. Surrender of Premises. Lessee upon termination of this lease, by lapse of time or otherwise, agrees peaceably to surrender to lessor the premises including all buildings, alterations, additions, improvements, and repairs made thereto in good condition and repair, except for acts of God, the effects of ordinary wear and tear, and damage by fire or other casualty.

E. Benefit. This lease and all of the covenants and conditions herein contained shall be binding upon the parties hereto and their respective successors and assigns, but nothing herein contained shall be deemed to authorize an assignment of lessee's interest under this lease.



By Alderperson : Lithgow

Seconded by Alderperson : Mooney Council

#6 **A RESOLUTION RECOGNIZING THE 2009 AS THE 400<sup>TH</sup> ANNIVERSARY OF HENRY HUDSON'S VISIT TO ALBANY AND RENSSELAER COUNTIES IN NEW YORK STATE**

**WHEREAS**, the year 2009 represents the 400<sup>th</sup> Anniversary of the famous voyage of Henry Hudson and his visit to Albany and Rensselaer Counties, and

**WHEREAS**, in recognition of this event, the Common Council deems it appropriate to acknowledge this event with appropriate celebrations, that a Commission shall be established for the purpose of organizing and sponsoring such celebrations, and

**WHEREAS**, this commission shall be called Henry Hudson 400<sup>th</sup> Anniversary Commission, and

**WHEREAS**, this Commission shall sponsor such suitable events as religious services, lectures, parade, and other events deemed suitable.

**NOW, THEREFORE, BE IT RESOLVED** that the Commission shall consist of the following: The Mayor, the President of the Common Council, the Superintendent of the Schools, City Historian (or their representatives) and eight (8) members of the community, four (4) to be appointed by the President of the Common Council, and unlimited numbers of the public as associate members, and

**BE IT FURTHER RESOLVED**, that the Commission shall be responsible to properly account for any funds received from all sources; copies of publications, programs and printed materials shall be deposited with the City Historian and with the Rensselaer County Historical Society and the records of the Commission shall be retained for seven (7) years after the conclusion of the work of the Commission and deposited in City Archives.

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

	AYES	NOES
SCARLET A. PALERMO	✓	
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	8	0

Corporation Counsel

Approved by:

David J. Dejeu  
Mayor

By Alderperson : Mooney STALL

Seconded by Alderperson : Tagliento

# 7

### A RESOLUTION AWARDING A CONTRACT FOR THE DEMOLITION OF 1 CHURCH STREET

**WHEREAS**, the City of Rensselaer is desirous of demolishing 1 Church Street that has deteriorated to the point that hazardous condition has been created, and

**WHEREAS**, the City engineer and the Building Inspector have surveyed the property and determined that an imminent danger to public health and safety exists due to the badly deteriorated condition of the building, and

**WHEREAS**, the Building Department has requested bids for the demolition of 1 Church Street that are due by 3:00 p.m. on Wednesday, December 20th, 2006 in the Office of the City Clerk.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Rensselaer engage the services of Di Tonno & Sons for the sum of \$8,900.00 to demolish 1 Church Street according to the technical specifications of the bid contract, and authorizes the Mayor to enter into and execute any and all documents necessary to carry out this project.

*Stall - Jackson  
Amend*

Approved as to form and sufficiency  
This 20<sup>th</sup> day of December 2006

*[Signature]*  
Corporation Counsel  
*[Signature]*  
Mayor *main issue*

	AYES	NOES
SCARLET A. PALERMO	✓	
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	8	0

	AYES	NOES
SCARLET A. PALERMO	✓	
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	8	0

By Alderperson : Mooney

Seconded by Alderperson : Tagliento

#8

**A RESOLUTION AWARDING THE CONTRACT FOR  
ENGINEERING AND DESIGN SERVICES FOR IMPROVEMENTS  
TO RIVERFRONT PARK TO CLARK PATTERSON ASSOCIATES**

**WHEREAS**, the Common Council of the City of Rensselaer passed a resolution to seek engineering services for improvements to Riverfront Park, a project that is fully funded by the New York Department of State, to include a new public bathroom facility and a footbridge over Mill Creek, and

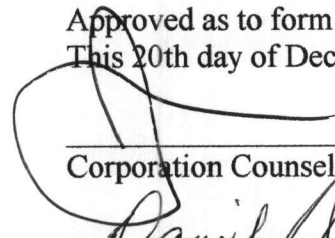
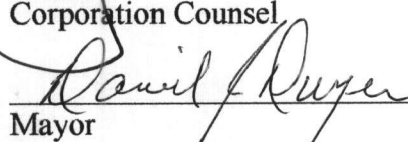
**WHEREAS**, four bids for services were received and were reviewed by the Planning Committee of the Common Council for completeness. It has been recommended that Clark Patterson Associates be selected for their experience with riverfront development and their familiarity with Rensselaer's downtown, and

**WHEREAS**, the scope of services for this improvement project include the development of final design and construction documents, assistance with the bid process and construction oversight of the project for a fee of Thirty Eight Thousand Four Hundred Dollars and No Cents (\$38,400.00) funded by the New York Department of State.

**NOW, THEREFORE BE IT RESOLVED** that said contract be awarded to Clark Patterson Associates, and

**BE IT FURTHER RESOLVED THAT**, the Mayor is authorized to execute any and all documents to effect this transaction.

Approved as to form and sufficiency  
This 20th day of December 2006

  
\_\_\_\_\_  
Corporation Counsel  
  
\_\_\_\_\_  
Mayor

SCARLET A. PALERMO  
ALBERTINE FELTS  
WILLIAM LITHGOW  
KIMBERLI CONGER  
DOMINICK TAGLIENTO  
BRIAN STALL  
LILLIAN DOMINISKI  
RICHARD MOONEY  
PATRICIA JACKSON  
CHARLES HALL

	AYES	NOES
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
Total	8	0

Resolution Riverfront122006

By Alderperson : Lithgow

Seconded by Alderperson : Felts

#9

### A RESOLUTION AUTHORIZING PAYMENT OF INVOICES FROM ZURICH INSURANCE

**WHEREAS**, the City of Rensselaer is responsible for certain deductible charges with regard to claims paid by the Insurance Company for the City of Rensselaer, and

**WHEREAS**, there are currently numerous unpaid invoices for Zurich to the City of Rensselaer for a total amount of Sixty Six Thousand Six Hundred Ninety-Seven Dollars and Eighty Four Cents (\$66,697.84) (see all invoices annexed hereto).

**NOW, THEREFORE, BE IT RESOLVED** that the Treasurer of the City of Rensselaer be authorized to pay all of the attached invoices, totaling Sixty Six Thousand Six Hundred Ninety-Seven Dollars and Eighty Four Cents (\$66,697.84).

*Payment subject to Corporation Counsel review.*  
*A 1930-04-00 Judgement & Claims*

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

*Lithgow*  
*Felts*

*Amend*

SCARLET A. PALERMO  
ALBERTINE FELTS  
WILLIAM LITHGOW  
KIMBERLI CONGER  
DOMINICK TAGLIENTO  
BRIAN STALL  
LILLIAN DOMINISKI  
RICHARD MOONEY  
PATRICIA JACKSON  
CHARLES HALL

	AYES	NOES
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
Total	8	

Corporation Counsel

Approved by:

*David Dwyer*

Mayor

	AYES	NOES
SCARLET A. PALERMO	✓	
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	8	0

CARTER, CONBOY, CASE, BLACKMORE,

MALONEY & LAIRD, P.C.  
ATTORNEYS AND COUNSELORS AT LAW

JAMES M. CONBOY  
JAMES C. BLACKMORE  
JOHN T. MALONEY  
EDWARD D. LAIRD, JR.  
SUSANNA L. MARTIN  
TERENCE S. HANNIGAN  
JAMES A. RESILA\*  
MICHAEL J. MURPHY  
KATHLEEN McCAFFREY BAYNES  
WILLIAM D. YOQUINTO  
KATHLEEN M. RYAN  
JESSICA A. DESANY  
MICHAEL J. CATALFIMO\*

COUNSEL  
NORAH M. MURPHY

20 CORPORATE WOODS BOULEVARD  
ALBANY, NEW YORK 12211-2362

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

<http://www.carterconboy.com>  
[cc@carterconboy.com](mailto:cc@carterconboy.com)

Also Admitted In:

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\*\*Connecticut

WILLIAM J. DECAIRE  
MEGAN B. VAN AKEN  
LOUIS U. GASPARINI\*\*  
LEAH WALKER CASEY  
ADRIENNE ODIERNA\*\*  
ADAM H. COOPER  
MACKENZIE C. MONACO  
JEREMY P. CHEN\*\*  
WILLIAM T. LITTLE  
JENNIFER M. PURCELL  
BRENDAN R. WOLF  
CHARLES Z. FELDMAN  
EDWARD M. CONNELL

December 1, 2006

**Via Facsimile and 1<sup>st</sup> Class Mail**

(518/462-0890)

Mr. William Lithgow  
c/o City of Rensselaer  
505 Broadway  
Rensselaer, NY 12144

Re: Remington v. City of Rensselaer  
Our file: 18888

Dear Mr. Lithgow:

It was a pleasure meeting with you on Friday, December 1, 2006, to discuss this matter. You raised a question concerning some bills that had been presented to the City by Zurich, for payment relative to this claim. All of the bills on this matter that have been presented to the City for payment are bills for legal expenses incurred as a result of our firm defending the City of Rensselaer, relative to a lawsuit commenced by Christopher Remington. The case is still pending. We have a conference on for December 12, 2006, and a trial date will be selected for some time in 2007 at that conference. Mr. Remington's case has not settled and, in fact, Mr. Remington has refused to give the City a settlement demand. Therefore, of the bills that you are being presented from Zurich, none are intended for Mr. Remington. As said above, that case is still open and it has not settled.

Please feel free to give me a call if you have any questions regarding this matter.

Very truly yours,

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

By: 

JAMES A. RESILA

JAR:pad  
18888\pad-001662\_1\_1

By Alderperson

Jackson

Seconded by Alderperson

Council

# 10

## A RESOLUTION REGARDING EMPLOYEE HEALTH INSURANCE

**WHEREAS**, the City of Rensselaer is providing health care coverage for the employees, and

**WHEREAS**, the City wishes to give retired employees the opportunity to participate in certain insurance programs maintained by the City of Rensselaer after retirement if, upon retirement from the City of Rensselaer, said employees met the requirements for coverage, and

**WHEREAS**, the City is providing this opportunity as a matter of policy and does not intend to create any entitlement to any of its employees to this benefit, and

**WHEREAS**, it is deemed advisable and in the best interest of the City of Rensselaer to require twenty (20) years of continuous full-time compensated service to the City of Rensselaer of a retiring employee in order to eligible to participate in the health insurance program from time to time offered by the City subject to the conditions set forth in the insurance program selected by said eligible retire and/or by the City.

**NOW, THEREFORE, BE IT RESOLVED** that on and after January 1, 2007, any person who is hired by the City of Rensselaer and who becomes a full-time employee of the City of Rensselaer and who subsequently thereto retires from the service of the employment of the City and who has at the time of retirement twenty (20) years of continuous full-time compensated service in the employ of the City of Rensselaer and who is not otherwise eligible for health insurance coverage maintained by a new employee or by his/her spouse or by any other person or entity, and is eligible to retire from the employ of the City, will be eligible to participate in the health insurance program offered by the City at the time of his/her retirement from the City subject to the terms and conditions of the particular program selected by the employee.

**BE IT FURTHER RESOLVED**, that any employee hired after January 1, 2007 and who subsequently retires from service to the City of Rensselaer who does not have at least twenty (20) years of continuous full-time compensated service to the City of Rensselaer is not by virtue of this resolution eligible to participate in any health insurance program offered by the City of Rensselaer unless said employee is entitled to participate by virtue of law, statute or other agreement.

**BE IT FURTHER RESOLVED**, that the City of Rensselaer may amend, modify, rescind, revoke or otherwise change this resolution, in its discretion, at any time, and

**BE IT FURTHER RESOLVED**, that the participation of the individual retiree in such health insurance program may be altered, amended or otherwise changed by the City of Rensselaer, in its discretion, including but not limited to changing insurance carriers, changing co-pays, changing coverage, changing the amount of contribution of the employee, or any other such changes, and

**BE IT FURTHER RESOLVED**, that employees employed prior to January 1, 2007 shall be subject to the prior resolution of the Common Council dated June 16, 1976, ~~as it may be from time to time amended.~~

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

\_\_\_\_\_  
Corporation Counsel

Approved by:

\_\_\_\_\_  
Mayor

*Jackson, Stall*

Resolutionhealthins122006

*Amendment*

	AYES	NOES
SCARLET A. PALERMO	✓	
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	8	0

*Main Issue*

	AYES	NOES
SCARLET A. PALERMO	✓	
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	8	0



By Alderperson : Jackson

Seconded by Alderperson : Tagliento

#12

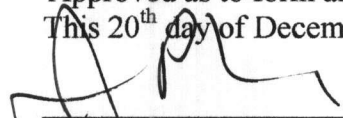
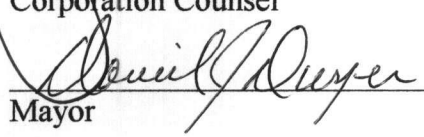
**A RESOLUTION DECLARING THE COMMON COUNCIL OF THE CITY OF RENSSELAER LEAD AGENCY FOR PURPOSES OF SEQRA REVIEW OF THE CONSTRUCTION OF A DEPARTMENT OF PUBLIC WORKS GARAGE AND ADOPTING A SEQRA DETERMINATION OF NON-SIGNIFICANCE**

**WHEREAS**, the Common Council of the City of Rensselaer seeks to construct a new garage for the Department of Public Works at the corner of Willow and Lawrence Streets in the City of Rensselaer, and

**WHEREAS**, the Common Council declares itself lead agency for this action and for the purposes of the New York State Environmental Quality Review Act (SEQRA) and based upon review of a Short Environmental Form determines that this action will not have a significant impact upon the environment.

**NOW, THEREFORE BE IT RESOLVED** that the City of Rensselaer Common Council as lead agency for construction of a new Department of Public Works garage adopts a determination of non-significance based on the preparation and review of a Short Environmental Assessment Form of the State Environmental Quality Review Act.

Approved as to form and sufficiency  
This 20<sup>th</sup> day of December 2006

  
\_\_\_\_\_  
Corporation Counsel  
  
\_\_\_\_\_  
Mayor

	AYES	NOES
SCARLET A. PALERMO	✓	✓
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	8	0

617.20  
**Appendix C**  
**State Environmental Quality Review**  
**SHORT ENVIRONMENTAL ASSESSMENT FORM**  
**For UNLISTED ACTIONS Only**

**PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)**

1. APPLICANT/SPONSOR City of Rensselaer	2. PROJECT NAME Department of Public Works Garage
3. PROJECT LOCATION: Municipality <u>Rensselaer</u> County <u>Rensselaer</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) Corner of Lawrence Street and Willow Street	
5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: New Department of Public Works garage on .62 acre lot.	
7. AMOUNT OF LAND AFFECTED: Initially <u>.62</u> acres    Ultimately <u>.62</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If No, describe briefly Project will require a special use permit and an area variance from setback requirement	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, list agency(s) name and permit/approvals:	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Daniel J. Dwyer</u> Date: <u>December 14, 2006</u> Signature: <u>Daniel J. Dwyer</u>	

**If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment**



**PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)**

**A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4?** If yes, coordinate the review process and use the FULL EAF.  
 Yes  No

**B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6?** If No, a negative declaration may be superseded by another involved agency.  
 Yes  No

**C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING:** (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:  
 No

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:  
 No

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:  
 No

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:  
 No

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:  
 No

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:  
 No

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:  
 NO

**D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?**  
 Yes  No If Yes, explain briefly:

**E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?**  
 Yes  No If Yes, explain briefly:

**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide, on attachments as necessary, the reasons supporting this determination.

Common Council of the City of Rensselaer  
 \_\_\_\_\_  
 Name of Lead Agency

December , 2006  
 \_\_\_\_\_  
 Date

Charles Hall  
 \_\_\_\_\_  
 Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
 Council President

\_\_\_\_\_  
 Title of Responsible Officer

\_\_\_\_\_  
 Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
 Signature of Preparer (if different from responsible officer)

BY ALDERPERSON: \_\_\_\_\_

SECOND BY ALDERPERSON: \_\_\_\_\_

*Jackson*  
*Stall*

#13

RESOLUTION ADOPTED DECEMBER 20, 2006  
AUTHORIZING THE FURTHER RENEWAL OF A BOND  
ANTICIPATION NOTE OR NOTES OF THE CITY OF RENSSELAER  
IN THE AMOUNT OF \$156,322.50 IN ANTICIPATION OF THE ISSUANCE OF  
SERIAL BONDS OF THE CITY OF RENSSELAER FOR THE PURPOSE OF  
PAYING FOR THE RECONSTRUCTION OF SIDEWALKS ALONG WASHINGTON  
AVENUE FROM INTERSTATE 90 TO MOUNTAIN VIEW AVENUE  
AND COSTS PRELIMINARY AND INCIDENTAL THERETO.

**WHEREAS**, pursuant to the bond resolution adopted on October 15, 2003, entitled, "Bond Resolution of the City of Rensselaer, Rensselaer County, New York, adopted October 15, 2003, authorizing the undertaking of a certain project consisting of the reconstruction of sidewalks along Washington Avenue along Interstate 90 to Mountain View Avenue, stating the estimated maximum cost of said project together with certain costs preliminary and incidental thereto is \$259,922.50, appropriating said sum therefor and authorizing the issuance of up to \$259,922.50 serial bonds of the City to finance a portion of said appropriation" (the "Bond Resolution"), the Common Council of the City of Rensselaer has heretofore authorized the issuance of a Bond Anticipation Note in the amount of \$259,922.50 (the "2004 Note") to mature January 7, 2005 for the purpose of paying for the cost of the reconstruction of sidewalks along Washington Avenue from Interstate 90 to Mountain View Avenue and costs preliminary and incidental thereto; and

**WHEREAS**, on January 10, 2005, the Common Council authorized the issuance of a bond anticipation renewal note in the principal amount of \$214,922.50 (the "2005 Note") to renew, in part, the 2004 Note; and

**WHEREAS**, on or about January 4, 2006, the Common Council authorized the issuance of a bond anticipation renewal note in the principal amount of \$190,922.50 (the "2006 Note") to renew, in part, the 2005 Note; and

**WHEREAS**, the Common Council desires to provide for the renewal, in part, of the 2006 Note with a portion of said \$190,922.50 to be paid on or about January 5, 2007, to wit the sum of \$34,600, and a new note to be issued in the amount of \$156,322.50 to mature no later than January 4, 2008;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL AS FOLLOWS:**

**SECTION 1:** There shall be issued a Bond Anticipation Renewal Note in the amount of \$156,322.50 by the City of Rensselaer in anticipation of the issuance of Serial Bonds by the City, authorized the Bond Resolution. The said note shall be issued for the purpose of renewing, in part, the 2006 Note hereinbefore described. Neither was the note heretofore issued nor is this note issued in anticipation of the sale of bonds for the assessable improvement.

**SECTION 2:** The renewal note authorized shall be issued in the name of the City by the Mayor and Treasurer and attested by the City Clerk and with the seal of the City.

**SECTION 3:** The note herein authorized shall be dated as of January 5, 2007 and mature no later than January 4, 2008. The note herein authorized may be combined with other notes for purposes of sale.

**SECTION 4:** The Treasurer of the City is hereby authorized and directed to proceed with the sale of said renewal note at private sale for not less than par accrued interest at a rate in accordance with the Local Finance Law of the State of New York at such time as the Treasurer shall determine. The Treasurer is hereby authorized to determine all matters in relation to said note not specifically determined by said resolution.

**SECTION 5:** The faith and credit of the City are hereby pledged for the punctual payment of the principal of and interest on said note. Said note shall be paid from proceeds of the sale of bonds in anticipation of which the note was issued or may be redeemed (in whole or in part) as permitted by Local Finance Law of the State of New York.

**SECTION 6:** The note shall be, and hereby is, designated by the City as a "qualified tax exempt obligation" pursuant to the provisions of Section 265(b) (3) (D) of the Internal Revenue Code of 1986, as amended.

**SECTION 7:** This resolution shall take effect immediately.

Approved as to form and sufficiency the 20 day of January, 2007.  
*Receh*  
 \_\_\_\_\_  
 Corporation Counsel

Approved:  
*Daniel J. Dwyer*  
 \_\_\_\_\_  
 Daniel J. Dwyer, Mayor

	AYES	NOES
SCARLET A. PALERMO	1	✓
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	7	1

BY ALDERPERSON: \_\_\_\_\_

SECOND BY ALDERPERSON: \_\_\_\_\_

*Jackson*  
*Stall*

#14

RESOLUTION ADOPTED DECEMBER 20, 2006  
AUTHORIZING THE FURTHER RENEWAL OF A BOND  
ANTICIPATION NOTE OR NOTES OF THE CITY OF RENSSELAER  
IN THE AMOUNT OF \$40,750 IN ANTICIPATION OF THE ISSUANCE OF  
SERIAL BONDS OF THE CITY OF RENSSELAER FOR THE PURPOSE OF  
PAYING FOR THE COST OF THE ACQUISITION OF A SNOW PLOW TRUCK AND  
RELATED EQUIPMENT AND COSTS PRELIMINARY AND INCIDENTAL THERETO.

**WHEREAS**, pursuant to the bond resolution adopted on December 22, 2003, entitled, "Bond Resolution of the City of Rensselaer, Rensselaer County, New York, adopted December 22, 2003, stating the estimated maximum cost of the acquisition of a snow plow truck and related equipment, together with certain costs preliminary and incidental thereto is \$74,000, appropriating said sum therefor and authorizing the issuance of up to \$74,000 serial bonds of the city to finance said appropriation" (the "Bond Resolution"), the Common Council of the City of Rensselaer has heretofore authorized the issuance of a Bond Anticipation Note in the amount of \$74,000 (the "2004 Note") to mature January 7, 2005 for the purpose of paying for the cost of the acquisition of a snow plow truck and related equipment, together with certain costs preliminary and incidental thereto; and

**WHEREAS**, on January 10, 2005, the Common Council authorized the issuance of a Bond anticipation renewal note in the principal amount of \$55,750 (the "2005 Note") to renew, in part, the 2004 Note; and

**WHEREAS**, on or about January 4, 2006, the Common Council authorized the issuance of a bond anticipation renewal note in the principal amount of \$49,750 (the "2006 Note") to renew, in part, the 2005 Note; and

**WHEREAS**, the Common Council desires to provide for the renewal, in part, of the 2006 Note with a portion of said \$49,750 to be paid on or about January 5, 2007, to wit the sum of \$9,000, and a new note to be issued in the amount of \$40,750 to mature no later than January 4, 2008;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL AS FOLLOWS:**

**SECTION 1:** There shall be issued a Bond Anticipation Renewal Note in the amount of \$40,750 by the City of Rensselaer in anticipation of the issuance of Serial Bonds by the City, authorized the Bond Resolution. The said note shall be issued for the purpose of renewing, in part, the 2006 Note hereinbefore described. Neither was the note heretofore issued nor is this note issued in anticipation of the sale of bonds for the assessable improvement.

**SECTION 2:** The renewal note authorized shall be issued in the name of the City by the Mayor and Treasurer and attested by the City Clerk and with the seal of the City.

**SECTION 3:** The note herein authorized shall be dated as of January 5, 2007 and mature no later than January 4, 2008. The note herein authorized may be combined with other notes for purposes of sale.

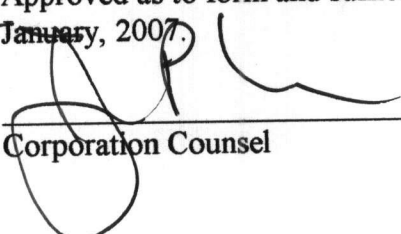
**SECTION 4:** The Treasurer of the City is hereby authorized and directed to proceed with the sale of said renewal note at private sale for not less than par accrued interest at a rate in accordance with the Local Finance Law of the State of New York at such time as the Treasurer shall determine. The Treasurer is hereby authorized to determine all matters in relation to said note not specifically determined by said resolution.

**SECTION 5:** The faith and credit of the City are hereby pledged for the punctual payment of the principal of and interest on said note. Said note shall be paid from proceeds of the sale of bonds in anticipation of which the note was issued or may be redeemed (in whole or in part) as permitted by Local Finance Law of the State of New York.

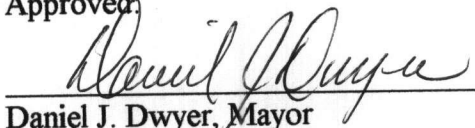
**SECTION 6:** The note shall be, and hereby is, designated by the City as a "qualified tax exempt obligation" pursuant to the provisions of Section 265(b) (3) (D) of the Internal Revenue Code of 1986, as amended.

**SECTION 7:** This resolution shall take effect immediately.

Received                      Approved as to form and sufficiency the 20 day of January, 2007.

  
 Corporation Counsel

Approved:

  
 Daniel J. Dwyer, Mayor

	AYES	NOES
SCARLET A. PALERMO	✓	
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	8	2

BY ALDERPERSON: \_\_\_\_\_

Jackson

SECOND BY ALDERPERSON: \_\_\_\_\_

Stall

#15

RESOLUTION ADOPTED DECEMBER 20, 2006  
AUTHORIZING THE FURTHER RENEWAL OF A BOND  
ANTICIPATION NOTE OR NOTES OF THE CITY OF RENSSELAER  
IN THE AMOUNT OF \$72,800 IN ANTICIPATION OF THE ISSUANCE OF  
SERIAL BONDS OF THE CITY OF RENSSELAER FOR THE PURPOSE OF  
PAYING FOR THE COST OF THE ACQUISITION OF A VACTOR MODEL 2110  
SEWER/CATCH BASIN CLEANER TRUCK AND COSTS PRELIMINARY AND  
INCIDENTAL THERETO.

**WHEREAS**, pursuant to the bond resolution adopted on November 5, 2003, entitled, "Bond Resolution of the City of Rensselaer, Rensselaer County, New York, adopted November 5, 2003, stating the estimated maximum cost of the acquisition of a Vactor Model 2110 Sewer/Catch Basin Cleaner Truck, together with certain costs preliminary and incidental thereto is \$182,000, appropriating said sum therefor and authorizing the issuance of up to \$182,000 serial bonds of the city to finance said appropriation" (the "Bond Resolution"), the Common Council of the City of Rensselaer has heretofore authorized the issuance of a Bond Anticipation Note in the amount of \$182,000 (the "2004 Note") to mature January 7, 2005 for the purpose of paying for the cost of the acquisition of a Vactor Model 2110 Sewer/Catch Basin Cleaner Truck, together with certain costs preliminary and incidental thereto; and

**WHEREAS**, on January 10, 2005, the Common Council authorized the issuance of a bond anticipation renewal note in the principal amount of \$145,600 (the "2005 Note") to renew, in part, the 2004 Note; and

**WHEREAS**, on or about January 4, 2006, the Common Council authorized the issuance of a bond anticipation renewal note in the principal amount of \$109,200 (the "2006 Note") to renew, in part, the 2005 Note; and

**WHEREAS**, the Common Council desires to provide for the renewal, in part, of the 2006 Note with a portion of said \$109,200 to be paid on or about January 5, 2007, to wit the sum of \$36,400, and a new note to be issued in the amount of \$72,800 to mature no later than January 4, 2008;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL AS FOLLOWS:**

**SECTION 1:** There shall be issued a Bond Anticipation Renewal Note in the amount of \$72,800 by the City of Rensselaer in anticipation of the issuance of Serial Bonds by the City, authorized the Bond Resolution. The said note shall be issued for the purpose of renewing, in part, the 2006 Note hereinbefore described. Neither was the note heretofore issued nor is this note issued in anticipation of the sale of bonds for the assessable improvement.

**SECTION 2:** The renewal note authorized shall be issued in the name of the City by the Mayor and Treasurer and attested by the City Clerk and with the seal of the City.

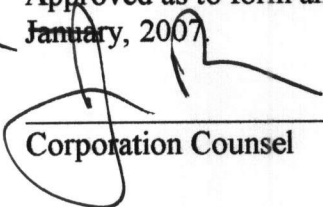
**SECTION 3:** The note herein authorized shall be dated as of January 5, 2007 and mature no later than January 4, 2008. The note herein authorized may be combined with other notes for purposes of sale.

**SECTION 4:** The Treasurer of the City is hereby authorized and directed to proceed with the sale of said renewal note at private sale for not less than par accrued interest at a rate in accordance with the Local Finance Law of the State of New York at such time as the Treasurer shall determine. The Treasurer is hereby authorized to determine all matters in relation to said note not specifically determined by said resolution.

**SECTION 5:** The faith and credit of the City are hereby pledged for the punctual payment of the principal of and interest on said note. Said note shall be paid from proceeds of the sale of bonds in anticipation of which the note was issued or may be redeemed (in whole or in part) as permitted by Local Finance Law of the State of New York.

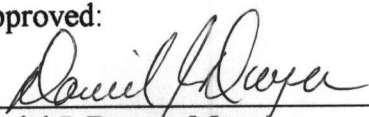
**SECTION 6:** The note shall be, and hereby is, designated by the City as a "qualified tax exempt obligation" pursuant to the provisions of Section 265(b) (3) (D) of the Internal Revenue Code of 1986, as amended.

**SECTION 7:** This resolution shall take effect immediately.

Approved as to form and sufficiency the 20 day of December, 2007  
  
 Corporation Counsel

SCARLET A. PALERMO  
 ALBERTINE FELTS  
 WILLIAM LITHGOW  
 KIMBERLI CONGER  
 DOMINICK TAGLIENTO  
 BRIAN STALL  
 LILLIAN DOMINISKI  
 RICHARD MOONEY  
 PATRICIA JACKSON  
 CHARLES HALL

	AYES	NOES
SCARLET A. PALERMO	✓	
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	8	0

Approved:  
  
 Daniel J. Dwyer, Mayor

By Alderperson : Jackson

Seconded by Alderperson : Stall

#16

### A RESOLUTION AUTHORIZING A CONTRACT BETWEEN PLANK CONSTRUCTION AND THE CITY OF RENSSELAER

WHEREAS, the City of Rensselaer is desirous to construct a new D.P.W. Garage, and

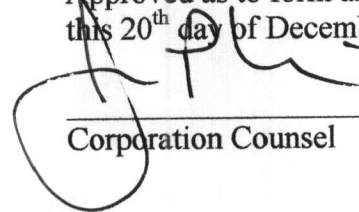
WHEREAS, the City wishes to start construction on said D.P.W. Garage on or about March 15, 2007, and

WHEREAS, the City of Rensselaer wishes to award the construction of said D.P.W. Garage to Plank Construction, who was low bidder in the amount of Six Hundred Nineteen Thousand Five Hundred Dollars and No Cents (\$619,500.00), and

WHEREAS, in awarding the contract, Plank Construction will hold the price of said D.P.W. Garage construction at Six Hundred Nineteen Thousand Five Hundred Dollars and No Cents (\$619,500.00).

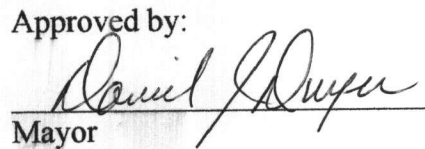
NOW, THEREFORE, BE IT RESOLVED that Plank Construction will do the construction work for the new D.P.W. Garage in the amount of Six Hundred Nineteen Thousand Five Hundred Dollars and No Cents (\$619,500.00).

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

  
\_\_\_\_\_  
Corporation Counsel

- SCARLET A. PALERMO
- ALBERTINE FELTS
- WILLIAM LITHGOW
- KIMBERLI CONGER
- DOMINICK TAGLIENTO
- BRIAN STALL
- LILLIAN DOMINISKI
- RICHARD MOONEY
- PATRICIA JACKSON
- CHARLES HALL

	AYES	NOES
		✓
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
Total	8	1

Approved by:  
  
\_\_\_\_\_  
Mayor

By Alderperson : Jackson

Seconded by Alderperson : Stall

#17

### A RESOLUTION AUTHORIZING A CONTRACT BETWEEN GEORGE J. MARTIN & SON, INC. AND THE CITY OF RENSSELAER

WHEREAS, the City of Rensselaer is desirous to construct a new D.P.W. Garage, and

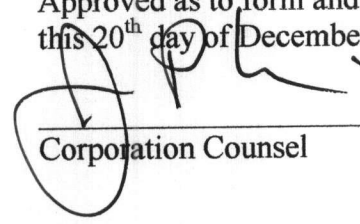
WHEREAS, the City wishes to start construction on said D.P.W. Garage on or about March 15, 2007, and

WHEREAS, the City of Rensselaer wishes to award the electrical contract of said D.P.W. Garage to George J. Martin & Son, Inc., who was low bidder in the amount of Forty Seven Thousand Seven Hundred Dollars and No Cents (\$47,700.00), and

WHEREAS, in awarding the contract, George J. Martin & Son, Inc. will hold the price of said D.P.W. Garage electrical work at Forty Seven Thousand Seven Hundred Dollars and No Cents (\$47,700.00).

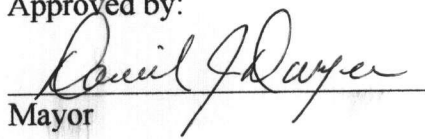
NOW, THEREFORE, BE IT RESOLVED that George J. Martin & Son, Inc. will do the electrical work for the new D.P.W. Garage in the amount of Forty Seven Thousand Seven Hundred Dollars and No Cents (\$47,700.00).

Approved as to form and sufficiency this 20<sup>th</sup> day of December 2006

  
Corporation Counsel

- SCARLET A. PALERMO
- ALBERTINE FELTS
- WILLIAM LITHGOW
- KIMBERLI CONGER
- DOMINICK TAGLIENTO
- BRIAN STALL
- LILLIAN DOMINISKI
- RICHARD MOONEY
- PATRICIA JACKSON
- CHARLES HALL

	AYES	NOES
SCARLET A. PALERMO		✓
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	7	1

Approved by:  
  
Mayor

By Alderperson : Jackson

Seconded by Alderperson : Stall

#18

**A RESOLUTION AUTHORIZING A CONTRACT  
BETWEEN FAMILY DANZ, INC. AND THE CITY OF  
RENSSELAER**

**WHEREAS**, the City of Rensselaer is desirous to construct a new D.P.W. Garage, and

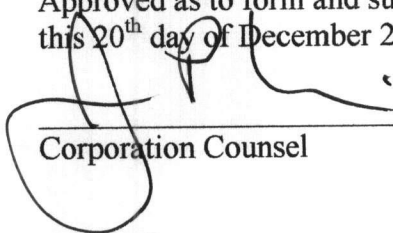
**WHEREAS**, the City wishes to start construction on said D.P.W. Garage on or about March 15, 2007, and

**WHEREAS**, the City of Rensselaer wishes to award the heating/air conditioning contract of said D.P.W. Garage to Family Danz, Inc., who was low bidder in the amount of Twenty Seven Thousand Five Hundred Dollars and No Cents (\$27,500.00), and

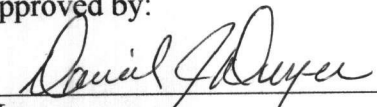
**WHEREAS**, in awarding the contract, Family Danz, Inc. will hold the price of said D.P.W. Garage heating and air conditioning at Twenty Seven Thousand Five Hundred Dollars and No Cents (\$27,500.00).

**NOW, THEREFORE, BE IT RESOLVED** that Family Danz, Inc. will do the heating and air conditioning work for the new D.P.W. Garage in the amount of Twenty Seven Thousand Five Hundred Dollars and No Cents (\$27,500.00).

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

  
Corporation Counsel

Approved by:

  
Mayor

SCARLET A. PALERMO  
ALBERTINE FELTS  
WILLIAM LITHGOW  
KIMBERLI CONGER  
DOMINICK TAGLIENTO  
BRIAN STALL  
LILLIAN DOMINISKI  
RICHARD MOONEY  
PATRICIA JACKSON  
CHARLES HALL

	AYES	NOES
		✓
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
Total	7	1

By Alderperson : Jackson

Seconded by Alderperson : Stall

#19

**A RESOLUTION AUTHORIZING A CONTRACT  
BETWEEN CONDOR FIRE SPRINKLER CO, LLC AND  
THE CITY OF RENSSELAER**

**WHEREAS**, the City of Rensselaer is desirous to construct a new D.P.W. Garage, and

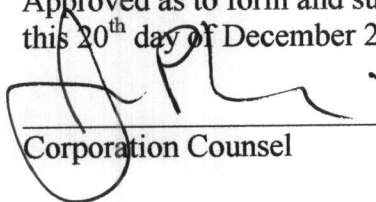
**WHEREAS**, the City wishes to start construction on said D.P.W. Garage on or about March 15, 2007, and

**WHEREAS**, the City of Rensselaer wishes to award the fire sprinkler system of said D.P.W. Garage to Condor Fire Sprinkler Co., Inc., who was low bidder in the amount of Forty Thousand One Hundred Ninety Eight Dollars and No Cents (\$40,198.00), and

**WHEREAS**, in awarding the contract, Condor Fire Sprinkler Co., Inc. will hold the price of said D.P.W. Garage fire sprinkler system at Forty Thousand One Hundred Ninety Eight Dollars and No Cents (\$40,198.00).

**NOW, THEREFORE, BE IT RESOLVED** that Condor Fire Sprinkler Co., Inc. will do the fire sprinkler system work for the new D.P.W. Garage in the amount of Forty Thousand One Hundred Ninety Eight Dollars and No Cents (\$40,198.00).

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

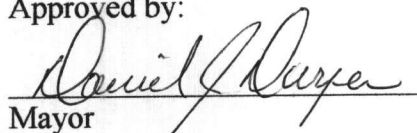
  
Corporation Counsel

- SCARLET A. PALERMO
- ALBERTINE FELTS
- WILLIAM LITHGOW
- KIMBERLI CONGER
- DOMINICK TAGLIENTO
- BRIAN STALL
- LILLIAN DOMINISKI
- RICHARD MOONEY
- PATRICIA JACKSON
- CHARLES HALL

AYES	NOES
✓	✓
	✓
✓	
✓	
✓	
✓	
✓	
Total	6 2

Resolutioncondor122006

Approved by:

  
Mayor

By Alderperson : Jackson

Seconded by Alderperson : Stall

#20

**A RESOLUTION AUTHORIZING A CONTRACT  
BETWEEN ECKERT MECHANICAL SERVICE CORP.  
AND THE CITY OF RENSSELAER**

**WHEREAS**, the City of Rensselaer is desirous to construct a new D.P.W. Garage, and

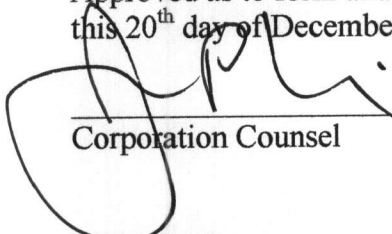
**WHEREAS**, the City wishes to start construction on said D.P.W. Garage on or about March 15, 2007, and

**WHEREAS**, the City of Rensselaer wishes to award the plumbing contract of said D.P.W. Garage to Eckert Mechanical Service Corp., who was low bidder in the amount of Eighty Nine Thousand Eight Hundred Ninety Dollars and No Cents (\$89,890.00), and

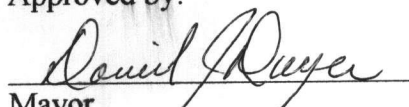
**WHEREAS**, in awarding the contract, Eckert Mechanical Service Corp. will hold the price of said D.P.W. Garage plumbing contract Eighty Nine Thousand Eight Hundred Ninety Dollars and No Cents (\$89,890.00).

**NOW, THEREFORE, BE IT RESOLVED** that Eckert Mechanical Service Corp. will do the plumbing work for the new D.P.W. Garage in the amount of Eighty Nine Thousand Eight Hundred Dollars and No Cents (\$89,890.00).

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

  
\_\_\_\_\_  
Corporation Counsel

Approved by:

  
\_\_\_\_\_  
Mayor

- SCARLET A. PALERMO
- ALBERTINE FELTS
- WILLIAM LITHGOW
- KIMBERLI CONGER
- DOMINICK TAGLIENTO
- BRIAN STALL
- LILLIAN DOMINISKI
- RICHARD MOONEY
- PATRICIA JACKSON
- CHARLES HALL

AYES	NOES
	✓
✓	
	✓
✓	
✓	
✓	
✓	
✓	
Total	6 2

Resolution Eckert 122006

By Alderperson : Tagliento

Seconded by Alderperson : Council

#21

**A RESOLUTION APPOINTING COMMISSIONER OF DEEDS**

**WHEREAS**, the Rensselaer Common Council has the power to appoint Commissioner of Deeds for a term of two (2) years from the date of their appointment, and

**WHEREAS**, it is beneficial to the citizens of Rensselaer to have certain persons appointed Commissioner of Deeds.

**NOW, THEREFORE, BE IT RESOLVED** that the following persons be and they are hereby appointed Commissioner of Deeds with a term commencing forthwith and ending December 31, 2008:

Maureen G. Nardacci  
505 Broadway  
Rensselaer, NY 12144

Robert Muller  
41 Glen Street  
Rensselaer, NY 12144

~~Marcia Caryofilles  
505 Broadway  
Rensselaer, NY 12144~~

*delete*

*Felts*

*Stall*

SCARLET A. PALERMO  
ALBERTINE FELTS  
WILLIAM LITHGOW  
KIMBERLI CONGER  
DOMINICK TAGLIENTO  
BRIAN STALL  
LILLIAN DOMINISKI  
RICHARD MOONEY  
PATRICIA JACKSON  
CHARLES HALL

	AYES	NOES
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
Total	8	0

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

*[Signature]*  
Corporation Counsel

Approved by:

*[Signature]*  
Mayor

SCARLET A. PALERMO  
ALBERTINE FELTS  
WILLIAM LITHGOW  
KIMBERLI CONGER  
DOMINICK TAGLIENTO  
BRIAN STALL  
LILLIAN DOMINISKI  
RICHARD MOONEY  
PATRICIA JACKSON  
CHARLES HALL

	AYES	NOES
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
Total	8	0

By Alderperson : Tagliento

Seconded by Alderperson : \_\_\_\_\_

#22

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING THE PLACEMENT OF A STOP SIGN AT THE INTERSECTIONS OF FIRST STREET AND JOHN STREET ON THE SOUTHWEST AND NORTHEAST CORNER**

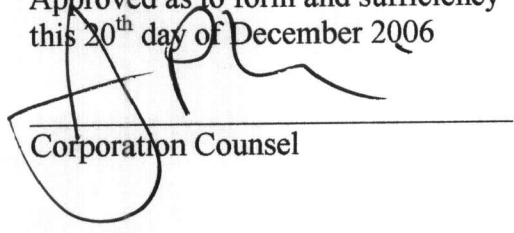
**WHEREAS**, there have been complaints about vehicles not stopping at the intersection of First and John Street, and

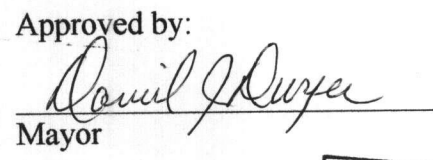
**WHEREAS**, a request has been made for a "Stop" sign at the intersection of First and John Street, ~~at the southwest corner and~~ <sup>on the</sup> northeast corner.

**NOW, THEREFORE, BE IT RESOLVED** that a Public Hearing concerning the adoption of an ordinance to place a "Stop" sign at the intersection of First and John Street, on the ~~southwest corner and~~ northeast corner, be conducted by the Common Council on January 3, 2007 at 7:45 pm. in the Common Council Chambers, City Hall, City and County of Rensselaer, New York.

*Tagliento - Felts  
amend*

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

  
Corporation Counsel

Approved by:  
  
Mayor

	AYES	NOES
SCARLET A. PALERMO	✓	
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	8	0

Resolutionstopsignph122006

	AYES	NOES
SCARLET A. PALERMO	✓	
ALBERTINE FELTS	✓	
WILLIAM LITHGOW	✓	
KIMBERLI CONGER		
DOMINICK TAGLIENTO	✓	
BRIAN STALL	✓	
LILLIAN DOMINISKI	✓	
RICHARD MOONEY	✓	
PATRICIA JACKSON	✓	
CHARLES HALL		
Total	7	0

By Alderperson: *Mooney Jackson*

Seconded By Alderperson: *Council*

#23

**A RESOLUTION SCHEDULING A PUBLIC HEARING TO AMEND CHAPTER 87 OF THE RENSSELAER CITY CODE TO ADDRESS NUISANCE BUILDINGS IN THE CITY OF RENSSELAER**

WHEREAS, the City of Rensselaer seeks to amend the Rensselaer City Code to address the problem of nuisance buildings in the city by amending Chapter 87 of the Rensselaer City Code Nuisance Buildings.

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

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Rensselaer will hold a public hearing at 7.30 p.m. on January 17<sup>th</sup>, 2007 in the Common Council Chambers, 2<sup>nd</sup> Floor, 505 Broadway Rensselaer, New York, to consider this matter. Copies of the proposed Law are available in the Office of the City Clerk.

Approved as to form and sufficiency  
This 20<sup>th</sup> day of December, 2006.

*Stall Jackson*  
*Amend*

*[Signature]*  
Corporation Counsel  
*[Signature]*  
Mayor

SCARLET A. PALERMO  
ALBERTINE FELTS  
WILLIAM LITHGOW  
KIMBERLI CONGER  
DOMINICK TAGLIENTO  
BRIAN STALL  
LILLIAN DOMINISKI  
RICHARD MOONEY  
PATRICIA JACKSON  
CHARLES HALL

AYES	NOES
✓	
✓	
	✓
✓	
✓	
✓	
✓	
✓	
✓	
Total	7 1

SCARLET A. PALERMO  
ALBERTINE FELTS  
WILLIAM LITHGOW  
KIMBERLI CONGER  
DOMINICK TAGLIENTO  
BRIAN STALL  
LILLIAN DOMINISKI  
RICHARD MOONEY  
PATRICIA JACKSON  
CHARLES HALL

AYES	NOES
✓	
✓	
✓	✓
✓	
✓	
✓	
✓	
✓	
Total	7 1

*Main*



**MAUREEN G. NARDACCI**  
*City Clerk*

# CITY OF RENSSELAER

OFFICE OF  
**THE CITY CLERK**  
CITY HALL  
RENSSELAER, NEW YORK 12144

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

## NOTICE OF PUBLIC HEARING

WHEREAS, the City of Rensselaer seek to adopt rules and regulation pursuant to chapter 587-13 of the Buildings and Nuisance Law.

WHEREAS, the City of Rensselaer desires to conduct a public hearing by the City of Rensselaer Common Council in order to adopt rules and regulation for the Building and Nuisance Law.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Rensselaer will hold a public hearing at 7:30 p.m. on January 17, 2007 in the Common Council Chambers, 2<sup>nd</sup> Floor, 505 Broadway Rensselaer, New York, to consider this matter.

Copies of the proposed rules and regulations are available at the Office of the City Clerk between the hours of 8:30 a.m. and 4:30 p.m. Monday thru Friday.

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

The Record: Print once as a Legal on January 8, 2007

#24

By Alderperson

:

~~Mooney~~

Jackson

Seconded by Alderperson

:

Domenski

**RESOLUTION**

Common Council of the City of Rensselaer does hereby resolve as follows:

Pursuant to Article XI of the Zoning Law of the City of Rensselaer, New York (the "Zoning Ordinance") and Section 30 of the General City law, the attached proposed amendment to Article II, Section E of Zoning Ordinance is hereby referred to: (a) the Planning Commission of the City of Rensselaer, County of Rensselaer for their recommendation under Article XI of the Zoning Ordinance; and (b) the Rensselaer County Planning Board and Rensselaer County Bureau of Planning for its review under Section 239 (m) of the General Municipal Law.

Maureen G. Nardacci

City Clerk, City of Rensselaer

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

[Signature]  
Corporation Counsel

Approved by:

[Signature]  
Mayor

- SCARLET A. PALERMO
- ALBERTINE FELTS
- WILLIAM LITHGOW
- KIMBERLI CONGER
- DOMINICK TAGLIENTO
- BRIAN STALL
- LILLIAN DOMINISKI
- RICHARD MOONEY
- PATRICIA JACKSON
- CHARLES HALL

AYES	NOES
✓	
✓	
✓	
✓	
	✓
✓	
✓	
✓	
Total	7 1

**A LOCAL LAW AMENDING THE ZONING LOCAL LAW OF THE  
CITY OF RENSSELAER, COUNTY OF RENSSELAER, STATE OF  
NEW YORK**

Be it enacted by the Common Council of the City of Rensselaer as follows:

The City of Rensselaer Zoning Local Law be and hereby is amended by this Local Law as follows:

**ARTICLE II, SECTION E: CLASSIFICATION OF ANNEXED LANDS:**

Any land hereafter annexed to or consolidated with the City of Rensselaer shall be deemed zoned in accordance with the use classification that is most consistent with current use of the Property prior to the annexation, as determined by the Common Council. In the case of vacant land, the zoning classification of such vacant land shall be classified under the zoning ordinance of the City in accordance with the zoning classification of the municipality from which such vacant land is annexed from. All lands annexed by the City shall be entitled to the benefit of any and all permits and non-conforming use status for the annexed land from the municipality from which the property is being annexed, and which permits and non-conforming uses will be expressly accepted and recognized by the City of Rensselaer.

By Alderperson : Felts

Seconded by Alderperson : Mooney

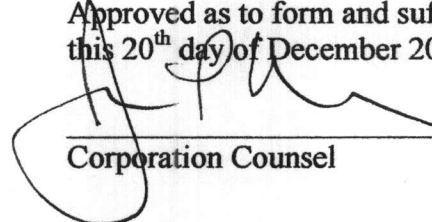
# 2

## A RESOLUTION APPROVING CONTRACT WITH MOHAWK AMBULANCE

WHEREAS, the City of Rensselaer is desirous of engaging the services of Mohawk Ambulance pursuant to a service contract annexed hereto.

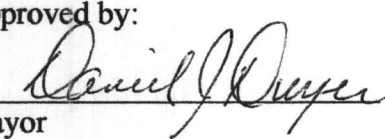
NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Rensselaer be authorized to execute said contract attached.

Approved as to form and sufficiency  
this 20<sup>th</sup> day of December 2006

  
\_\_\_\_\_  
Corporation Counsel

SCARLET A. PALERMO  
ALBERTINE FELTS  
WILLIAM LITHGOW  
KIMBERLI CONGER  
DOMINICK TAGLIENTO  
BRIAN STALL  
LILLIAN DOMINISKI  
RICHARD MOONEY  
PATRICIA JACKSON  
CHARLES HALL

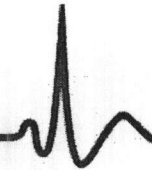
	AYES	NOES
		✓
	✓	
	✓	
		✓
		✓
	✓	
	✓	
	✓	
Total	5	3

Approved by:  
  
\_\_\_\_\_  
Mayor

# **MOHAWK**

---

## **AMBULANCE SERVICE**



December 12, 2006

Honorable Daniel Dwyer  
Mayor  
City Hall  
505 Broadway  
Rensselaer, NY 12144

Dear Mayor Dwyer,

I am writing to clear inaccuracies and distortions of the facts that are being spread with regards to Mohawk Ambulance's billing practices, particularly of Medicare and Medicaid beneficiaries. Mohawk Ambulance answers thousands of calls per year in the Capital Region. We have an excellent track record of providing emergency services to people in need, particularly to our region's senior citizens.

I would like to take this opportunity to further clarify the processes used in our billing office and hopefully put to rest any concerns that may still exist.

Mohawk Ambulance Service has a local billing office, located on Kings Road in Schenectady, comprised of highly efficient and experienced verifiers, medical billers and collectors. We are available 8 hours per day, 5 days per week, to answer the questions and concerns of our patients. Several members of our office staff have worked for Mohawk Ambulance for more than 10 years and I am proud to say that the management team in the business office has a collective 34 years of experience with the company.

In regard to billing Medicare patients, all ambulance service providers can only bill Medicare at the Medicare allowable rate. The difference between any private rate and the Medicare allowable rate must be absorbed by the company. Medicare will then pay 80% of that allowable rate, with the remaining 20% (usually \$45-\$50) being the responsibility of the patient or the patient's supplemental or secondary insurance. Patients who have Medicaid as a secondary insurance will not be billed for any balance as long as their Medicaid is eligible and they have

MEMBER



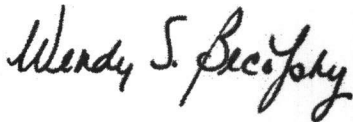
Administrative Office / 357 Kings Road / Schenectady, New York 12304 / (518) 346-5060 / FAX (518) 374-4685  
Business Office / 357 Kings Road / Schenectady, New York 12304 / (518) 374-4468 / FAX (518) 374-4685  
**SCHENECTADY** / 793 State Street / Schenectady, New York 12307 / **Emergency Number (518) 374-4401**  
**TROY** / 625 River Street / Troy, New York 12180 / **Emergency Number (518) 274-4888**  
**ALBANY** / 290-292 Quail Street / Albany, New York 12208 / **Emergency Number (518) 434-4151**

met any monthly spend down assigned by the county. A spend down is the amount, based on a patient's income, that the county determines a patient is able to pay out of pocket monthly before the county pays any bills. Most Medicare recipients do not have a spend down with Medicaid since their incomes qualify them for full benefits. Secondary and supplemental plans such as AARP, Blue Shield, CDPHP, etc. may have co-payments for ambulance service that the patient should be aware of when purchasing these plans. Please keep in mind that all Medicare beneficiaries have an annual deductible charged to them with the first billings of the New Year. Many secondary plans cover this deductible, including Medicaid. Patients who enroll in HMO Managed Medicare Plans such as Senior Blue, MVP Gold, CDPHP Medicare Advantage, etc., must pay Medicare Part B premiums to participate. These plans pay ambulance providers the Medicare allowable rate, which must be accepted by the provider, unless there is a contract between the provider and the HMO with a negotiated rate. Patients will only be responsible for their co-payments with these plans, but the co-payments differ from plan to plan.

Most of the Medicare patients that Mohawk Ambulance provides service to do pay their co-payments or 20% co-insurance. For those who find it difficult to pay these balances, we offer monthly time payments or settlements, depending on the severity of the situation. Knowing that most seniors are on fixed incomes with one major check per month, we work with the patients on a case by case basis to arrange payments that they can afford. We have a woman in our office who works exclusively with our Medicare patients to be sure their needs are met. She is compassionate and has great empathy for these patients.

Mohawk Ambulance cares deeply about the people we serve. We understand that ambulance service is not something that a patient plans for, either in their life or in their budget. We take great pride in our customer service and look forward to working with the citizens of Rensselaer in the coming years.

Sincerely,

A handwritten signature in black ink that reads "Wendy S. Becofsky". The signature is written in a cursive style with a large, stylized 'W' and 'S'.

Wendy S. Becofsky  
MOHAWK AMBULANCE SERVICE  
Manager, Business office

**AGREEMENT**

This Agreement, made on 21<sup>th</sup> day of DEC 2006, between the City of Rensselaer, New York, a municipal corporation having its offices at 505 Broadway, Rensselaer, New York, hereinafter "City", and Parkland Ambulance Service, Inc., d/b/a Mohawk Ambulance Service, a New York corporation, having its principle place of business at 793 State Street, Schenectady, New York 12307, hereinafter, "Mohawk".

**WITNESSETH:**

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

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

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

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

1. Mohawk agrees that it will provide Mohawk operated ambulances to the City on a secondary provider basis where the primary provider is Rensselaer Volunteer Ambulance.
2. Mohawk agrees that it will respond to all emergency calls in the City once the dispatching agency for the City is unable to confirm Rensselaer Volunteer

Ambulance has an ambulance en route to an emergency call within six (6) minutes of the receipt of said emergency call.

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

8. Mohawk agrees that all ambulances shall meet and maintain all the standards as specified in the certification listing for NYS ambulances, and DOT and Traffic Safety standards.
9. Mohawk agrees that its EMS equipment shall meet or exceed all NYS requirements as prescribed in Part 800 of the NYS EMS Code.
10. Mohawk agrees that it will make certain emergency training curricula available to the City, including, but not limited to CPR, Advanced Cardiac Life Support, and Emergency Medical Dispatch.
11. Mohawk shall obtain, and maintain at its expense, UHF radios capable of direct emergency communication with the City's EMS personnel. Both parties agree to use these radios to communicate whenever appropriate and necessary.
12. Mohawk and the City each shall:
  - a. maintain books and records pertaining to the performance of services under this Agreement in accordance with generally accepted accounting principles and as required by applicable law;
  - b. retain such books and records for a period of six years after the termination of this agreement, and
  - c. make such books and records available to authorized representatives of the other party for audit, inspection and copying upon reasonable request during business hours.
13. Representatives of Mohawk and the City may convene a bi-monthly meeting to discuss any and all matters relating to this Agreement.

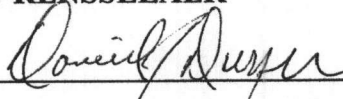
14. The term of this Agreement shall be two (2) years, commencing \_\_\_\_\_, 2006. However, the City will be allowed a ninety (90) day window of opportunity to terminate the contract after the completion of the first six (6) months of the contract. Notwithstanding this term, either party may terminate this Agreement on sixty (60) days written notice to the other.
15. The City may, with the consent of Rensselaer Volunteer Ambulance and Mohawk Ambulance, designate Mohawk Ambulance the primary provider of ambulance service to the City during certain time periods or on a 24-hour basis.
16. Both parties agree to comply with all the applicable state, federal and local laws, ordinances, rules, regulations, and practices relating to or governing the services to be provided pursuant to this agreement and to obtain all necessary permits and to use all reasonable precaution to prevent injury either to the public or properties of the City and Mohawk Ambulance and to use their respective property for legal purposes only.
17. Mohawk agrees to indemnify and hold harmless the City from any damage to property or injury to persons (including death) resulting from the acts or omissions of Mohawk or its agents, employees, subcontractors, or suppliers.
18. City agrees to indemnify and hold harmless Mohawk from any damage to property of injury to persons (including death) resulting from the acts or omissions of the City its agents, employees, subcontractors, or suppliers.
19. The parties to this Agreement represent their belief that this Agreement is in all material respects in compliance with applicable state and federal laws, including but not limited to such laws relating to contracting among persons, one or both of

whom are qualified providers or accepting payment under the Medicaid or Medicare programs, and the rights and obligations of the parties are contingent upon such compliance. The parties agree to take all actions reasonably required to rectify or prevent noncompliance with such laws.

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

DATED: 12/21/06 CITY OF RENSSELAER

on Dec 21, 2006 before  
me personally appeared  
Daniel J. Dwyer

BY: 

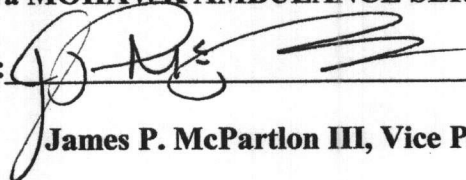
Daniel Dwyer, Mayor

SHARON A. BUTLER  
Notary Public, State of New York  
No. 01BU6046055  
Qualified in Rensselaer County  
Commission Expires August 7, 2010



DATE: 12/21/06 PARKLAND AMBULANCE SERVICE, INC.

d/b/a MOHAWK AMBULANCE SERVICE

BY:   
James P. McPartlon III, Vice President