

RESOLUTION NO. 28 FOR THE YEAR 2018

Members of the Common Council William J. Smith, Donald T. Russell, Christopher M. Briggs, William B. McCarthy, Stephen A. Napier, Jr. and Randy S. Koniowka, ask for unanimous consent for the introduction and passage of the following Resolution:

A RESOLUTION AMENDING THE ANNUAL  
BUDGET FOR FISCAL YEAR 2018

WHEREAS, a transfer of funds from a certain account to another account in the annual estimate has become necessary to meet our obligations,

NOW, THEREFORE, BE IT

RESOLVED, that the annual estimate for 2018 fiscal year is hereby amended in accordance with the budget line transfer form attached hereto and made a part hereof; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 24<sup>th</sup> day of April 2018.

\_\_\_\_\_  
Brian S. Kremer  
Corporation Counsel

Engrossed and signed by the President of the Common Council and attested by the Clerk of the Common Council this \_\_\_\_ day of April 2018.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President

I hereby approve the foregoing Resolution of the Common Council.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Cohoes, New York

**City of Cohoes 2018 BUDGET  
ACCOUNT CODE TRANSFER REQUEST FORM**

Funds Transferred To	Funds transferred from	Account Code	Amount	Transfer Justification
The Following transfers are budget Neutral				
Canal Square City Match	Grant Initiatives	A8686,4003	\$ 20,000.00	Record expenses to date for canal square renovations to date
The Following Transfer are an increase to the annual budget based on actual revenue received to date				
Rock Salt Expenses	Insurance Recoveries	A2680	\$ 11,750.00	Transfer to cover rock salt expenses to date

DATE \_\_\_\_\_

RESOLUTION NO. 29 FOR THE YEAR 2018

Members of Common Council William J. Smith, Donald T. Russell, Christopher M. Briggs, William B. McCarthy, Stephen A. Napier, Jr. and Randy S. Koniowka, ask for unanimous consent for the introduction and passage of the following Resolution:

A RESOLUTION APPROVING A SHARED SERVICES AGREEMENT  
BETWEEN THE CITY OF COHOES AND THE VILLAGE OF GREEN ISLAND

WHEREAS, the City of Cohoes and the Village of Green Island have a goal of reducing costs through shared services and equipment; and

WHEREAS, the City of Cohoes and the Village of Green Island have reached an agreement to share certain equipment, vehicles and services to accomplish this goal; and

WHEREAS, the City of Cohoes has the power and authority to enter into an agreement with the Village of Green Island pursuant to Article 5-G of the General Municipal Law.

NOW, THEREFORE, BE IT

RESOLVED, that the shared services agreement, attached hereto, between the City of Cohoes and the Village of Green Island is hereby approved; and be it further

RESOLVED, that the Mayor is hereby authorized to execute the shared services agreement, attached hereto, which form has been approved by the Corporation Counsel; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 24<sup>th</sup> day of April 2018.

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Brian S. Kremer  
Corporation Counsel

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April 24, 2018  
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Engrossed and signed by the President of the Common Council and attested by the Clerk of the Common Council this \_\_\_\_\_ day of April 2018.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President

I hereby approve the foregoing Resolution of the Common Council.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Cohoes, New York

**2018 MEMORANDUM OF UNDERSTANDING BY AND  
BETWEEN THE VILLAGE OF GREEN ISLAND AND COHOES**

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THIS MEMORANDUM OF UNDERSTANDING dated this 21st day of February 2018, by and between the Village of Green Island, Albany County, acting through its duly elected Council or Board, hereinafter referred to as "Green Island" and the City of Cohoes, Albany County, acting through its duly elected City Council, hereinafter referred to as the "Cohoes."

WHEREAS, Green Island and Cohoes have a goal of reducing costs through shared services and equipment; and

WHEREAS, Cohoes and Green Island have equipment and vehicles to accomplish this goal which would be helpful to each other; and

WHEREAS, Green Island and Cohoes are both legally empowered to enter into this Memorandum of Understanding,

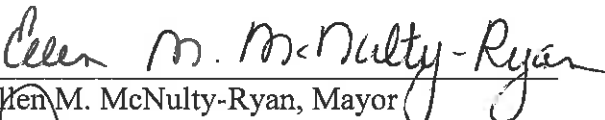
NOW, THEREFORE, Green Island and Cohoes are of the understanding of the following:

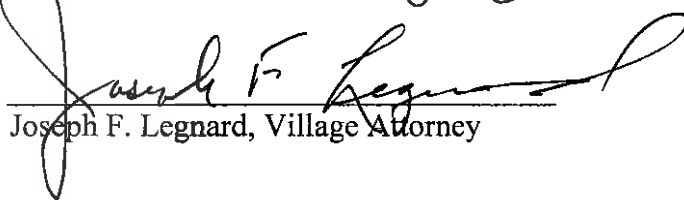
1. This Agreement shall be effective upon the latter of its signing or adoption by the respective municipalities and shall expire one year from said date. However, either municipality may terminate the Agreement at any time, with or without cause, upon written notice to the other.
2. Each party may supply equipment and vehicles along with the necessary operator(s) to the other party for lawful municipal purposes.
3. The party supplying the equipment will supply the necessary laborers to assist in efforts.
4. The borrowing party in consideration of the performance will pay the rental fee in accordance with the Federally adopted FEMA hourly rates. The borrowing party may rent the equipment and vehicles as agreed upon by the parties. Rental hours shall consist of Monday through Friday, excluding holidays, 7:00 a.m., to 2:45 p.m unless mutually agreed upon by the parties
5. The borrowing party has agreed to return the equipment and/or vehicles with the same amount of fuel in the tank as was in the tank at the beginning of the day at the expense of the borrowing party.
6. The borrowing party agrees to defend and indemnify the loaning party from and against any loss or harm whatsoever resulting from the work being done.
7. The borrowing party expressly waives any claims for damage to its property or equipment that has been caused by the work being done.

8. Both parties agree that if any damage is sustained to the equipment while doing the work in borrowing parties community, the cost of repair will be borne equally by both parties.
9. Both parties agree that any injuries sustained to personnel while doing the work will be the responsibility of the respective municipality that the injured employee works for.
10. The borrowing party agrees that, if any damage sustained to the equipment and/or vehicle is the result of gross negligence on the part of one of its employees which is determined by the sole discretion of the loaning party, that the borrowing party will incur the entire cost of repairs.
11. Both parties agree that this agreement may be canceled at any point upon written notice to the other party for any reason or no reason.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

THE VILLAGE OF GREEN ISLAND

By:   
Ellen M. McNulty-Ryan, Mayor

Attest:   
Joseph F. Legnard, Village Attorney

CITY OF COHOES

By: \_\_\_\_\_  
Shawn M. Morse, Mayor

Attest: \_\_\_\_\_  
Brian S. Kremer, Corporation Counsel

RESOLUTION NO. 30 FOR THE YEAR 2018

Members of Common Council William J. Smith, Donald T. Russell, Christopher M. Briggs, William B. McCarthy, Stephen A. Napier, Jr. and Randy S. Koniowka, ask for unanimous consent for the introduction and passage of the following Resolution:

A RESOLUTION APPROVING A SHARED SERVICES  
AGREEMENT BETWEEN THE CITY OF COHOES AND  
THE COHOES HOUSING AUTHORITY

WHEREAS, the City of Cohoes and the Cohoes Housing Authority have a goal of reducing costs through shared services and equipment; and

WHEREAS, the City of Cohoes and the Cohoes Housing Authority have reached an agreement to share certain equipment, vehicles and services to accomplish this goal; and

WHEREAS, the City of Cohoes has the power and authority to enter into an agreement with the Cohoes Housing Authority pursuant to Article 5-G of the General Municipal Law.

NOW, THEREFORE, BE IT

RESOLVED, that the shared services agreement, attached hereto, between the City of Cohoes and the Cohoes Housing Authority is hereby approved; and be it further

RESOLVED, that the Mayor is hereby authorized to execute the shared services agreement, attached hereto, which form has been approved by the Corporation Counsel; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 24<sup>th</sup> day of April 2018.

---

Brian S. Kremer  
Corporation Counsel

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April 24, 2018  
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Engrossed and signed by the President of the Common Council and attested by the Clerk of the Common Council this \_\_\_\_\_ day of April 2018.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President

I hereby approve the foregoing Resolution of the Common Council.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Cohoes, New York



**SHARED SERVICES AGREEMENT  
BETWEEN THE COHOES HOUSING AUTHORITY  
AND THE CITY OF COHOES**

This Shared Services Agreement (the "Agreement") is entered into as of this \_\_\_ day of April, 2018 between the Cohoes Housing Authority and the City of Cohoes.

RECITALS

WHEREAS, the Cohoes Housing Authority and the City of Cohoes have a goal of reducing costs through shared services and equipment; and

WHEREAS, the Cohoes Housing Authority and the City of Cohoes have certain personnel, equipment, vehicles and fuel to accomplish this goal; and

WHEREAS, the Cohoes Housing Authority and the City of Cohoes have the power and authority to contract pursuant to Article 5-G of the General Municipal Law.

AGREEMENT

Therefore, the Cohoes Housing Authority and the City of Cohoes agree as follows:

SECTION 1. EFFECTIVE DATE. This Agreement shall be effective upon the latter of its signing or adoption by the respective parties (the "Effective Date").

SECTION 2. TERM AND TERMINATION. The Agreement shall automatically terminate three (3) years from the Effective Date (the "Term"). However, either party may terminate the Agreement at any time, with or without cause, upon 30-days' written notice to the other party.

SECTION 3. VEHICLES AND EQUIPMENT AND SERVICES.

- a. The City of Cohoes agrees to rent or exchange, lend or borrow certain machinery, vehicles, and equipment, with or without operators, to the Cohoes Housing Authority, which the Authority may need from time to time during the Term of the Agreement.
- b. The Cohoes Housing Authority agrees to rent, exchange, lend or borrow certain machinery, vehicles, and equipment, with or without operators, to the City of Cohoes, which the City may need from time to time during the Term of this Agreement.
- c. The City of Cohoes agrees to provide, in emergency situations only, certain services to the Cohoes Housing Authority that the Cohoes Housing Authority is unable to provide itself and the Cohoes Housing Authority shall pay for same as set forth in Section 16(iv).
- d. Each party agrees to promptly process the invoices for payment and to pay all bills within 30 days of submission by the supplying party.
- e. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing party, shall be subject to the direction and control of the borrowing party in relation to the manner in which the work is to be completed. However, the

method by which the machine is to be operated shall be determined by the operator.

f. When receiving the services of an operator with a machine or equipment, the receiving party shall make no request of any operator that would be inconsistent with any labor agreement that exists for the benefit of the operator.

g. Each party shall remain fully responsible for its own employees, including salary, benefits and workers' compensation.

h. The Cohoes Housing Authority shall pay to the City of Cohoes the sum of \$250.00 each time it cleans out the filter/grate located in the sewer line owned by the Authority and accessed by a manhole located on the grounds of the Authority's property known as Saratoga Sites.

#### SECTION 4. MEMORANDUM.

a. Except in case of emergency, the renting, borrowing or leasing of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by both parties. Such memorandum may be delivered to the other party via mail, personal delivery or by facsimile machine. In the event there is no written acceptance of the memorandum, the using of the machinery, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

b. In the event any shared agreement is made without a memorandum at the time of receipt of the Shared Service, the party receiving the Shared Service shall, within five (5) days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the Shared Service. In the event such Shared Service related to or included the receipt of any materials and supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

SECTION 5. LIABILITY. All machinery and the operator, for purposes of workers' compensation, liability and any other relationship with third parties, except as provided in Section 3(f) of this Agreement, shall be considered the machinery of and the employee of the party owning the machinery and equipment.

SECTION 6. REPAIR. In the event machinery or equipment becomes in need of repair while working for another party, the party owning the machinery and equipment shall be responsible to make or pay for such repairs, unless the repair is the direct result of damage incurred while being operated for the benefit of the other party.

SECTION 7. RECORDS. Records shall be maintained by each party setting forth all machinery rentals, exchanges, borrowings or other Shared Services.

SECTION 8. BUDGET. Any action taken by either party pursuant to the provisions of this Agreement shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the budget, as applicable for each respective party.

SECTION 9. AUTHORIZATION. Each party to this Agreement represents that the execution, delivery, and performance of this Agreement has been authorized by its respective governing body, does not require any consent, approval, or referendum of the voters, and does not violate any judgement, order, law or regulation applicable to either party.

SECTION 10. INDEMNIFICATION. Each party hereby indemnifies and holds the other harmless against all losses, claims or liabilities (including reasonable attorney's fees and costs) for personal injury or property damages arising out of the actions taken by either party pursuant to this Agreement, but not including any instances of gross negligence, willful or unlawful conduct.

SECTION 11. INSURANCE. At all times during the term of this Agreement, the parties shall each respectively maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New York, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance.

SECTION 12. MODIFICATION. This Agreement may not be amended, altered or modified in any manner except in writing executed by the parties hereto.

SECTION 13. NON-WAIVER. It is understood and agreed by the parties that a failure of delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

SECTION 14. SEVERABILITY. If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

SECTION 15. HEADINGS. The section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 16. DEFINITIONS. For the purposes of this Agreement, the term "Shared Service" shall mean any service provided by one party for another party that is consistent with the purposes and intent of this contract and shall include but shall not be limited to:

- i. Those services specifically enumerated in Section 3 of this Agreement;
- ii. the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;
- iii. the borrowing or lending of supplies between parties on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;
- iv. The providing of a specific service for another party, conditioned on such

other municipality providing a similar service, or a service of equal value, in exchange or the payment of the costs and expenses incurred by the providing party in providing the service, including payroll costs.

SECTION 17. COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute one and the same instrument.

SECTION 18. ENTIRE AGREEMENT. This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written, between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

COHOES HOUSING AUTHORITY

CITY OF COHOES

\_\_\_\_\_  
Katherine Oliver, Executive Director

\_\_\_\_\_  
Shawn M. Morse, Mayor

RESOLUTION NO. 31 FOR THE YEAR 2018

Members of the Common Council, William J. Smith, Donald T. Russell, Christopher M. Briggs, William B. McCarthy, Stephen A. Napier, Jr. and Randy S. Koniowka, ask for unanimous consent for the introduction and passage of the following Resolution:

A RESOLUTION AUTHORIZING THE TREASURER TO  
IMPLEMENT A PARKING VIOLATIONS AMNESTY PROGRAM

WHEREAS, fines and penalties amounting to more than \$265,000.00 remain due and owing on more than 1900 parking tickets issued in the City of Cohoes; and

WHEREAS, the City would like to offer the recipients of those outstanding parking tickets a limited opportunity to pay same at a reduced cost.

NOW, THEREFORE, BE IT

RESOLVED, that the Treasurer is hereby authorized to implement a parking violations amnesty program whereby the recipients of parking tickets issued on or before April 15, 2018 shall receive a reduction of thirty percent (30%) off all outstanding fines and penalties if such reduced amount is paid, in full, between May 15, 2018 and June 15, 2018; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 24th day of April, 2018

\_\_\_\_\_  
Brian S. Kremer  
Corporation Counsel

Engrossed and signed by the President of the Common Council and attested by the Clerk of the Common Council this      day of April, 2018.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President

I hereby approve the foregoing Resolution of the Common Council.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Cohoes, New York

RESOLUTION NO. 32 FOR THE YEAR 2018

Members of the Common Council, William J. Smith, Donald T. Russell, Christopher M. Briggs, William B. McCarthy, Stephen A. Napier, Jr. and Randy S. Koniowka, ask for unanimous consent for the introduction and passage of the following Resolution:

A RESOLUTION AUTHORIZING AND APPROPRIATING THE  
LOCAL MATCH AS REQUIRED BY THE GREEN INNOVATION  
GRANT PROGRAM FOR THE CANAL SQUARE PARK  
REDEVELOPMENT

WHEREAS, the City of Cohoes has been awarded a grant through the EFC Green Innovation Grant Program (GIGP) in the amount of \$415,000.00; and

WHEREAS, the GIGP Program has a required local match which is a minimum of 10% of the total GIGP eligible project costs; and

WHEREAS, EFC requires that the City provide a certified copy of a resolution which authorizes and appropriates the local match/financial contribution.

NOW, THEREFORE, BE IT

RESOLVED, that the City of Cohoes authorizes and appropriates the local match as required by the Green Innovation Grant Program for the Canal Square Park Redevelopment Project. Under the GIGP program, this local match must be at least 10% of the eligible project cost which is \$154,080.00. The total estimated project cost is \$1,540,800.00. The source of the local match shall be local cash, and Technical Work Force Account in-kind services, including administrative and/or construction tasks performed by the City's employees; and associated equipment and materials used for construction, in the work performed by the City's employees.

The maximum local match shall not exceed \$154,080.00. The Mayor may increase the local match through the use of additional in-kind services without further approval from the City; and it is further

RESOLVED, that the Mayor is authorized to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any and all other contracts, documents, and instruments necessary to carry out the project and to fulfill the City of Cohoes' obligations under the Grant Agreement; and it is further

RESOLVED, that the Director of Economic & Community Development or designee has the authority to request disbursements under the Grant Agreement; and it is further

Resolution No. 32 for the Year 2018  
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RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 24<sup>th</sup> day of April, 2018

\_\_\_\_\_  
Brian S. Kremer  
Corporation Counsel

Engrossed and signed by the President of the Common Council and attested by the Clerk of the Common Council this        day of April, 2018.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President

I hereby approve the foregoing Resolution of the Common Council.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Cohoes, New York

RESOLUTION NO. 33 FOR THE YEAR 2018

Members of the Common Council, William J. Smith, Donald T. Russell, Christopher M. Briggs, William B. McCarthy, Stephen A. Napier, Jr. and Randy S. Koniowka, ask for unanimous consent for the introduction and passage of the following Resolution:

A RESOLUTION DECLARING LEAD AGENCY FOR SEQRA  
PURPOSES REGARDING MUNICIPAL WORK AT CANAL SQUARE  
PARK AND CLASSIFYING SUCH MUNICIPAL WORK AS A SEQRA  
TYPE I ACTION

WHEREAS, the City of Cohoes is proposing to renovate Canal Square Park at 72 Remsen Street; and

WHEREAS, the State Environmental Quality Review Act and regulations thereunder require the Common Council to undertake a review of the potential environmental impacts, if any, associated with the municipal work; and

WHEREAS, the City of Cohoes notified all involved agencies receiving no response regarding the request to take lead agency status.

NOW, THEREFORE, BE IT

RESOLVED, that the Cohoes Common Council shall act as lead agency during the coordinated SEQRA review of a Type I Action for work at the Canal Square Park located at 72 Remsen Street in Cohoes NY; and be it further

RESOLVED, that the proposed municipal work under consideration will require review under the State Environmental Quality Review Act ("SEQRA"); and be it further

RESOLVED, that the proposed municipal work under consideration is subject to classification under SEQRA as a Type I Action in accordance with §617.4(b)(9) as construction within an historic district; and be it further

RESOLVED, that the potential municipal work under consideration is one for which a determination of significance as a Type I Action is required; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 24th day of April, 2018

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Brian S. Kremer  
Corporation Counsel



Resolution No. 33 for the Year 2018  
April 24, 2018  
Page 2

Engrossed and signed by the President of the Common Council and attested by the Clerk of the Common Council this        day of April, 2018.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President

I hereby approve the foregoing Resolution of the Common Council.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Cohoes, New York

RESOLUTION NO. 34 FOR THE YEAR 2018

Members of the Common Council, William J. Smith, Donald T. Russell, Christopher M. Briggs, William B. McCarthy, Stephen A. Napier, Jr. and Randy S. Koniowka, ask for unanimous consent for the introduction and passage of the following Resolution:

A RESOLUTION MAKING A NEGATIVE DECLARATION  
REGARDING MUNICIPAL WORK AT CANAL SQUARE PARK

WHEREAS, the City applied for Environmental Protection (EPF) and Green Innovation (GIGP) grant funding through the Consolidated Funding Application for park improvements that will improve usability and aesthetics; and

WHEREAS, the Council declared lead agency in a coordinated review at its July 25, 2017 meeting; and

WHEREAS, after reviewing the full environmental assessment form, parts 1 and 2, the Council finds no or minor impact(s) for the following reasons:

1. The reconstruction is predominantly a repair and replacement in-kind.
2. Proposed improvements will not cause any greater harm to the environment, specifically noise, energy consumption, hazardous materials, contaminants, odors or air pollution. In fact, the purpose of the GIGP project is to decompact an existing parking lot and plant trees.
3. Park reconstruction will improve aesthetics within the downtown historic district.

NOW, THEREFORE, BE IT

RESOLVED, that the Cohoes Common Council makes a negative declaration for SEQRA purposes; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 24<sup>th</sup> day of April, 2018

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Brian S. Kremer  
Corporation Counsel

Resolution No. 34 for the Year 2018  
April 24, 2018  
Page 2

Engrossed and signed by the President of the Common Council and attested by the Clerk  
of the Common Council this        day of April, 2018.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President

I hereby approve the foregoing Resolution of the Common Council.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Cohoes, New York

RESOLUTION NO. 35 FOR THE YEAR 2018

Members of the Common Council, William J. Smith, Donald T. Russell, Christopher M. Briggs, William B. McCarthy, Stephen A. Napier, Jr. and Randy S. Koniowka, ask for unanimous consent for the introduction and passage of the following Resolution:

A RESOLUTION ACCEPTING A GRANT AND AUTHORIZING THE  
MAYOR TO EXECUTE AN AGREEMENT FOR FUNDING FROM  
THE OFFICE OF PARKS, RECREATION AND HISTORIC  
PRESERVATION THROUGH THE 2017 CONSOLIDATED  
FUNDING APPLICATION

WHEREAS, the City has applied for funding by the NYS Office of Parks, Recreation and Historic Preservation through the 2017 Consolidated Funding Application for improvements to Canal Square Park and the City has been selected to receive a grant of \$500,000 for fiscal year 2018.

NOW, THEREFORE, BE IT

RESOLVED, Shawn M. Morse, as Mayor of the City of Cohoes, is hereby authorized and directed to accept funds from the New York State Office of Parks, Recreation and Historic Preservation in accordance with the provisions of Title 9 of the Environmental Protection Act of 1993 in an amount not to exceed \$500,000, and enter into and execute a project agreement with the State for such financial assistance to the City of Cohoes for improvements to Canal Square Park and, if appropriate, a conservation easement/preservation covenant to the deed of the assisted property; and be it further

RESOLVED, that the grant of \$500,000 from NYS Office of Parks, Recreation and Historic Preservation for improvements to Canal Square Park is hereby accepted and the Mayor is hereby authorized to execute an agreement regarding same on behalf of the City in a form acceptable to the Corporation Counsel; and be it further

RESOLVED, that this Resolution shall replace and supersede Resolution No. 4 for the year 2018; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 24<sup>th</sup> day of April, 2018

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Brian S. Kremer  
Corporation Counsel

Resolution No. 35 for the Year 2018  
April 24, 2018  
Page 2

Engrossed and signed by the President of the Common Council and attested by the Clerk  
of the Common Council this        day of April, 2018.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President

I hereby approve the foregoing Resolution of the Common Council.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of the City of Cohoes, New York

RESOLUTION NO. 36 FOR THE YEAR 2018

Members of the Common Council William J. Smith, Donald T. Russell, Christopher M. Briggs, William B. McCarthy, Stephen A. Napier, Jr. and Randy S. Koniowka, ask for unanimous consent for the introduction and passage of the following Resolution:

A RESOLUTION REQUESTING THAT THE LEGISLATURE OF THE STATE  
OF NEW YORK ENACT ASSEMBLY A10251/SENATE S8208  
AUTHORIZING THE CITY OF COHOES TO MAKE PARTICIPATION IN  
SECTION 384-d OF THE RETIREMENT AND SOCIAL SECURITY LAW  
AVAILABLE TO POLICE OFFICER JEFFREY BRESSETTE

WHEREAS, it appears that the Police Officer Jeffrey Bressette, for reasons not ascribable to his own negligence, failed to make a timely application for participation in Section 384-d of the Retirement and Social Security Law; and

WHEREAS, there is now before the Senate and Assembly of the State of New York, a bill entitled "An Act to authorize the City of Cohoes, in the County of Albany, to offer certain retirement options to Police Officer Jeffrey Bressette; and

WHEREAS, such bill would permit the Police Officer Jeffrey Bressette to participate in Section 384-d of the Retirement and Social Security Law.

NOW THEREFORE, BE IT

RESOLVED, that the Common Council of the City of Cohoes hereby requests enactment by the Legislature of the State of New York of the bill entitled "Section 384-d of the Retirement and Social Security Law" (Assembly A10251/Senate S8208) pursuant to Article IX of the NYS Constitution; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Approved as to form this 24<sup>th</sup> day of April 2018.

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Brian S. Kremer  
Corporation Counsel

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April 24, 2018  
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Engrossed and signed by the President of the Common Council and attested by the Clerk of the Common Council this \_\_\_\_\_ day of April 2018.

\_\_\_\_\_

Clerk

\_\_\_\_\_

President

I hereby approve the foregoing Resolution of the Common Council.

\_\_\_\_\_

Date

\_\_\_\_\_

Mayor of the City of Cohoes, New York

*City of Cohoes*  
*Office of the Mayor*  
**PROCLAMATION**

- Whereas, May 14th marks the fifth annual Childhood Apraxia of Speech Day during which awareness will be raised throughout New York about Childhood Apraxia of Speech, an extremely challenging speech disorder in children.
- Whereas, Childhood Apraxia of Speech (CAS) causes children to have significant difficulty learning to speak and is among the most severe speech deficits in children.
- Whereas, the act of learning to speak comes effortlessly to most children, those with apraxia endure an incredible and lengthy struggle.
- Whereas, without appropriate speech therapy intervention, children with apraxia are placed at high risk for secondary impacts in reading, writing, spelling, and other school-related skills.
- Whereas, that such primary and secondary impacts diminish future independence and employment opportunities if not resolved or improved.
- Whereas, most children with apraxia of speech will learn to communicate with their very own voices only if they receive early intervention, appropriate, intensive, and frequent speech therapy.
- Whereas, it is imperative there be greater public awareness about childhood apraxia of speech in New York among community members, physicians, education professionals, policy makers, and elected officials.
- Whereas, funders such as insurance providers, schools, and policy makers are encouraged to recognize the critical need to provide adequate speech therapy and other services so that the impact of this disorder is minimized and so that thousands of affected children can grow into productive, contributing adult citizens.



Whereas, our highest respect goes to these children, as well as their families, for their effort, determination and resilience in the face of such obstacles.

Let it be resolved, that May 14th is "Apraxia Awareness Day" and citizens of Cohoes and surrounds are encouraged to work within their communities to increase awareness and understanding of Childhood Apraxia of Speech.

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**Mayor**

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**Council President**

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**Council Vice President**

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**Council Ward 2**

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**Council Ward 4**

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**Council Ward 5**

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**Council Ward 6**