



NANCY E. HARDT

City Clerk

JULIE BINK

Deputy City Clerk

CITY OF RENSSELAER

OFFICE OF

THE CITY CLERK

CITY HALL

62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144



(518) 462-4266

Fax: (518) 462-0890

AGENDA REGULAR COMMON COUNCIL MEETING AUGUST 5, 2026

1. A RESOLUTION AMENDING THE 2025-2026 CITY BUDGET-FIRE DEPARTMENT
2. A RESOLUTION AUTHORIZING THE PURCHASE OF A 2026 CHEVY TAHOE FOR THE CITY OF RENSSELAER FIRE DEPT.
3. A RESOLUTION DESIGNATING RECIPIENT OF VOLUNTARY ANIMAL SHELTER CONTRIBUTIONS PURSUANT TO NYS AGRICULTURE AND MARKET LAW SECTION 109
4. A RESOLUTION AUTHORIZING AN INTERFUND LOAN FROM THE SEWER FUND TO THE CAPITAL FUND PENDING RECEIPT OF BOND ANTICIPATION NOTE PROCEEDS

5. A RESOLUTION APPROVING A CONTRACT WITH THE CAPITAL DISTRICT
REGIONAL PLANNING COMMISSION TO PROVIDE GRANT
ADMINISTRATION SERVICES FOR A NORTHERN BORDER REGIONAL
COMMISSION TIMBER FOR TRANSIT PROGRAM GRANT

By Alderperson : Council as a Whole

Seconded by Alderperson : _____

A RESOLUTION AMENDING THE 2026-2027 BUDGET – FIRE DEPARTMENT

WHEREAS, the Fire Department wishes to disburse the funds the City received from the New York State Department of Health Recertification Reimbursement, as set forth hereafter, and

WHEREAS, the Fire Department received training reimbursement to be added to EMS Training appropriations.

NOW, THEREFORE BE IT RESOLVED, that the Common Council for the City of Rensselaer hereby amends the 2026-2027 Adopted Budget as follows:

	DEPARTMENTAL APPROPRIATION LINE(S)			
Line Item	Description	Present	Change	Revised
A.3410.7469	EMS Training	6,800.00	+600.00	7,400.00
	GENERAL FUND REVENUE (A.0000)			
Line Item	Description	Present	Change	Revised
A.0000.3089.0007	State Aid Additional DOH Fire Dept	0.00	+600.00	600.00

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
1 Result				

Approved as to form and sufficiency

This 5th day of August _____ 2026_____
Corporation Counsel_____
Mayor

State
of
New York

CLAIM FOR PAYMENT

Agency Code: 4187		Vendor Information			
Vendor Name: City of Rensselaer Fire Department		Vendor Identification Number: 1000002340			
Address: 62 Washington Street		City: Rensselaer	State: NY	Zip Code: 12144	
		Invoice Number: CME-4187-05/28/2026			
Purchase Order No. and Date	Description of Materials/Service	Quantity	Unit	Price	Amount
Course Level: EMT	Original ☐ Refresher ☐ CME ☒				
Course Number:					
Cert. Number: 336682		Number Passed State Written Exam: 1			
Provider's Name: Mark Hennessy		Reimbursement Rate per Student: \$300			
<i>Current rates can be found in the current Funding Policy on the Bureau's web site.</i>					
Vendor Certification					
I certify that the above services were performed in accordance with the contract and that the charges are actually due and owing, and that taxes from within the State of New York are excluded.					
 Fire Chief					
05/28/2026 (date)					
City of Rensselaer Fire Department (name of company)					
					Total
					\$300
					Discount %
					Net
					\$300

NYS Agency Information					
Vendor Identification Number		Vendor Location ID		Vendor Address Sequence	
Voucher ID	Business Unit Name	Bus. Unit	Interest Eligible (Y/N)	Contract ID	
Payment Date (MM/DD/YY)	Liability Date (MM/DD/YY)	Merch Inv. Rec'd Date (MM/DD/YY)			
Withholding Class	Withholding Amount	Handling Code	Payee Amount		
Invoice Number			Invoice Date		

PeopleSoft Format Charge Lines (If Applicable)				
Business Unit	Department	Program	Fund	Account
DOH01	3450355	28308	20809	60301
Budget Reference	Project ID	Activity	Class	Operating Unit
Product	Chartfield 1 - Accumulator	Chartfield 2 - Agency Use	Chartfield 3	Amount
	11850			

Legacy Format Charge Lines (If Applicable)										
Expenditures						Liquidation				
Dept	Cost Center	Var	Yr	Object	Account		Orig Agency	PO/Contract	Fund	T/P
					Dept	Statewide				
Liability Date		From Date		TC	Subledger			Optional		

View Supplier Invoices

[Review Invoices](#)

Invoice Details

RENSSELAER CITY OF

Business Unit	DOH01	Phone	5184731477
Invoice Number	CME-4187-1005390-528.25	Invoice Total	
Invoice Date	05/28/2026	Gross Amount	\$300.00 USD
Due Date	08/13/2026	Discount	\$0.00 USD
		Net Amount	\$300.00 USD
Discount End Date			
Approval Status	Approved		
Payment Status	Paid in Full		
Terms			

Invoice Line Details

		1-1 of 1		View All	
Item ID	Description	Statistic Amount	UOM	Unit Price	Merchandise Amt
				0.00000	\$300.00 USD

Payment Schedule

1-1 of 1 View All										
Scheduled to Pay	Payment Number	Gross Amt		Discount		Method	Status	On Hold	Withd Hold	Payment Message
07/15/2026	0010221766	\$300.00	USD	\$0.00	USD	ACH	Paid	No	No	

Payments Made

1-1 of 1

View All

Reference	Date	Amount
10176336	07/20/2026	\$300.00 USD

Purchase Orders

		1-1 of 1		View All
Purchase Order	PO Date	Status		

No Purchase Orders Found

Receipts

1-1 of 1

View All

Received Date	Receipt Number	Bill of Lading	Packing Slip
---------------	----------------	----------------	--------------

No Receipts Found

[Go to the top of the page](#)

View Supplier Invoices

[Review Invoices](#)

Invoice Details

RENSSELAER CITY OF

Business Unit DOH01

Phone 5184731477

Invoice Number CVE-4187-1005913-5 29 26

invoice Total

Invoice Date 05/29/2026

Gross Amount

\$300.00 USD

Due Date 08/13/2026

Discount

\$0.00 USD

Net Amount

\$300.00 USD

Discount End Date

Approval Status Approved

Payment Status Paid in Full

Terms

Invoice Line Details



1-1 of 1

[View All](#)

Item ID	Description	Statistic Amount	UOM	Unit Price	Merchandise Amt
				0.00000	\$300.00 USD

Payment Schedule



1-1 of 1

[View All](#)

Scheduled to Pay	Payment Number	Gross Amt	Discount	Method	Status	On Hold	Withd Hold	Payment Message
07/15/2026	0010221766	\$300.00 USD	\$0.00 USD	ACH	Paid	No	No	

Payments Made



1-1 of 1

[View All](#)

Reference	Date	Amount
10176336	07/20/2026	\$300.00 USD

Purchase Orders



1-1 of 1

[View All](#)

Purchase Order	PO Date	Status
----------------	---------	--------

No Purchase Orders Found

Receipts



1-1 of 1

[View All](#)

Received Date	Receipt Number	Bill of Lading	Packing Slip
---------------	----------------	----------------	--------------

No Receipts Found

[Click here to learn more about Receipts](#)

2

By Alderperson

COUNCIL AS A WHOLE

Seconded by Alderperson

:

**RESOLUTION AUTHORIZING THE PURCHASE OF A 2026 CHEVROLET TAHOE FOR THE CITY OF
RENSSELAER FIRE DEPARTMENT**

WHEREAS, the Rensselaer Fire Department is desirous of purchasing a new vehicle (a 2026 Chevrolet Tahoe) for its fleet; and

WHEREAS, the City of Rensselaer intends to complete this purchase by utilizing the Franklin County Contract No. 25-1029-1 in accordance with the purchasing authority under the New York State General Municipal law; and

WHEREAS, the City of Rensselaer Fire Department has secured a price being provided by Denooyer Chevrolet, for a 2026 Chevrolet Tahoe for each, totaling \$59,345.22.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council does hereby authorize the purchase and equipping of a 2026 Chevrolet Tahoe for the City of Rensselaer Fire Department fleet.

Approved as to form and sufficiency
this 5th day of August, 2026

Corporation Counsel

Approved By:

Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

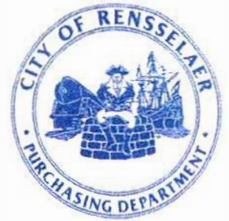


Richard M. Berhaupt
Purchasing Agent
rich.berhaupt@rensselaerny.gov

CITY OF RENSSELAER

PURCHASING DEPARTMENT

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144
(518) 462-2251



Jessica Marvelli
Purchasing Clerk
jessica.marvelli@rensselaerny.gov

July 8, 2026

DeNooyer Chevrolet

127 Wolf Road
Albany, NY 12205

Re: Letter of Intent to Purchase – 2026 Chevrolet Tahoe (Stock No. F26219)

DeNooyer Chevrolet,

The City of Rensselaer hereby provides this Letter of Intent indicating its intention to purchase the following vehicle from DeNooyer Chevrolet:

- **Vehicle:** 2026 Chevrolet Tahoe
- **Stock Number:** F26219
- **VIN:** 1GNS6UED2TR308305

The City intends to complete this purchase by utilizing (piggybacking) the Franklin County Contract No. 25-1029-1, in accordance with the purchasing authority provided under New York State General Municipal Law.

This Letter of Intent is provided to confirm the City's commitment to proceed with the purchase. A formal Purchase Order is anticipated to be issued during the first two (2) weeks of August 2026, subject to completion of all required municipal purchasing procedures and approvals.

Upon issuance of the Purchase Order, the City will coordinate with DeNooyer Chevrolet regarding final documentation, payment, and delivery arrangements.

We appreciate your assistance and look forward to working with DeNooyer Chevrolet on this purchase.

Sincerely,

Richard Berhaupt

Richard Berhaupt
Purchasing Agent

Acknowledged by:

Authorized Representative: _____

DeNooyer Chevrolet

Date: _____



DeNooyer Chevrolet
127 Wolf Rd
Albany, NY 12205

11/18/2025

DeNooyer Chevrolet

We were the primary award winner for these vehicles on the Franklin County Piggyback
Contract 25-1029-1

Tahoe LS
Tahoe LT
Tahoe Z71
Tahoe RST
Tahoe Premier
Tahoe High Country
Suburban (all trims)
Bolt
Silverado 1500 Double Cab (all trims)
Silverado 1500 SSV
Silverado 1500 PPV
Silverado 2500HD Crew, Double and Regular Cab (all trims)
Silverado 3500HD Crew, Double and Regular Cab (all trims)
Silverado 3500HD Chassis (all trims)
Silverado EV (all trims)
Express 12 and 15 Passenger
Express 2500 and 3500 Cargo
Express Cutaway
Brightdrop 400 and 600
Blazer EV (all trims)
Blazer EV PPV
Silverado 4500MD, 5500MD and 6500MD
Trax (all trims)
Traverse (all trims)
Trailblazer (all trims)
Equinox (all trims)
Colorado (all trims)
Blazer (all trims)
Low Cab Forward 4500 and 6500

BID CERTIFICATION AND AWARD

NAME OF BID: **New 2026/2027 Vehicles**
BID NUMBER **25-1029-1**

DATE AND OPENING TIME OF BID: 10/29/25 at 3:00 P.M.

BID (S) WERE RECEIVED FOR THE ABOVE AS FOLLOWS:

- | | |
|---|---|
| 1. Mohawk Chevrolet
639 State Route 67
Ballston Spa, NY 12020 | Phone: 518-934-4367
Fax: N.A
Email: dharaden@mohawkchevrolet.com |
| 2. Denooyer Chevrolet
127 Wolf Rd
Albany, NY 12205 | Phone 518-626-1914
Fax N.A
Email: ldurocher@denooyerchevrolet.com |

The undersigned certifies the above to be accurate.


Joel Perry, Asst. Purchasing Agent

11-18-2025
Date

=====

The undersigned certifies the following conditions are met:

Xx offer meets specifications

Xx sufficient funds in budget

Xx justification if above are not

=====

The undersigned certifies to having reviewed the above and agrees to the awarding of the bid to **Mohawk Chevrolet as the Primary and Denooyer Chevrolet as the secondary. Mohawk must be contacted first for the awarded items for availability see attached pricing. The discounts provided for the vehicles and vehicle options cannot be decreased. This is the basis for price escalations for the term of the contract. Model year increases are acceptable as long as the discounts applied. Contract Period shall be for 2 (TWO) years from the date of award. With one year extension available.**


Donna Kissane, Franklin County Manager

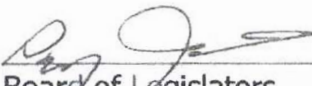
11/18/2025
Date


Board of Legislators

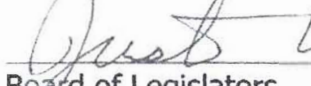
11/20/2025
date


Board of Legislators

date


Board of Legislators

11/20/25
date


Board of Legislators

date

New 2026/2027 Vehicles bid #25-1029-1
2 years from date of award with option of 1 year extension

Description	Monahaw Chevrolet					Denooyer Chevrolet				
	TOTAL MSRP	DISCOUNT FROM MSRP	PRICE OF VEHICLE	PRICING: AWARD (P) DISCOUNT (S) MONAW (T)	OPTIONS DISCOUNT	TOTAL MSRP	DISCOUNT FROM MSRP	PRICE OF VEHICLE	PRICING: AWARD (P) DISCOUNT (S) DENOYER (T)	OPTIONS DISCOUNT
1 Chevrolet - Manufacturer/ Model 2026 Tahoe 4WD PPV	\$60,247.00	7.6%	\$55,668.23	P	10.0%	\$59,795.00	2.0%	\$58,599.10	S	2.0%
2 Chevrolet - Manufacturer/ Model 2026 Tahoe 4WD SSV	\$60,070.00	7.6%	\$55,519.80	P	10.0%	\$59,895.00	2.0%	\$58,697.10	S	2.0%
3 Chevrolet - Manufacturer/ 2026 Silverado 1500 WT 4wd Crew	\$52,515.00	13.62%	\$45,362.48	P	10.0%	\$47,145.00	2.0%	\$46,202.10	S	2.0%
4 Chevrolet - Manufacturer/ 2026 Silverado LT 1500 4wd Crew	\$60,894.00	12.25%	\$53,434.49	P	10.0%	\$54,845.00	2.0%	\$53,748.10	S	2.0%
Additional										
5 2026 Silverado WT 2500 4WD Regular Cab	\$53,430.00	10.80%	\$47,659.56	P	10.0%	NO BID	N/A	NO BID	N/A	N/A
6 2026 Silverado WT 2500 4WD Crew Cab	\$56,890.00	11.85%	\$50,148.54	P	10.0%	NO BID	N/A	NO BID	N/A	N/A
7 2025 Express WT 2500 RWD Cargo Van	\$47,240.00	13.45%	\$40,886.22	P	10.0%	NO BID	N/A	NO BID	N/A	N/A
8 2026 Chevrolet Tahoe LS	NO BID	N/A	NO BID	N/A	N/A	\$65,995.00	2.0%	\$64,675.10	P	2.0%
9 2025/2026 Chevrolet Tahoe LT	NO BID	N/A	NO BID	N/A	N/A	\$68,995.00	2.0%	\$67,615.10	P	2.0%
10 2026 Chevrolet Tahoe Z71	NO BID	N/A	NO BID	N/A	N/A	\$72,995.00	2.0%	\$71,535.10	P	2.0%
11 2026 Chevrolet Tahoe RST	NO BID	N/A	NO BID	N/A	N/A	\$73,995.00	2.0%	\$72,515.10	P	2.0%
12 2026 Chevrolet Tahoe Premier	NO BID	N/A	NO BID	N/A	N/A	\$80,895.00	2.0%	\$79,277.10	P	2.0%
13 2026 Chevrolet Tahoe Country	NO BID	N/A	NO BID	N/A	N/A	\$85,995.00	2.0%	\$84,275.10	P	2.0%
14 2025/2026 Chevrolet Suburban	NO BID	N/A	NO BID	N/A	N/A	\$68,995.00	2.0%	\$67,615.10	P	2.0%
15 2027 Chevrolet Bolt	NO BID	N/A	NO BID	N/A	N/A	\$29,990.00	2.0%	\$29,390.20	P	2.0%
16 2026 Chevrolet Silverado 1500 Double Cab	NO BID	N/A	NO BID	N/A	N/A	\$44,745.00	2.0%	\$43,850.10	P	2.0%
17 2026 Chevrolet Silverado 1500 Reg Cab	NO BID	N/A	NO BID	N/A	N/A	\$42,745.00	2.0%	\$41,890.10	P	2.0%
18 2026 Chevrolet Silverado 1500 SSV	NO BID	N/A	NO BID	N/A	N/A	\$52,300.00	2.0%	\$51,254.00	P	2.0%
19 2026 Chevrolet Silverado 1500 PPV	NO BID	N/A	NO BID	N/A	N/A	\$55,800.00	2.0%	\$54,684.00	P	2.0%
20 2025/2026 Chevrolet Silverado 2500HD Crew Cab	NO BID	N/A	NO BID	N/A	N/A	\$54,495.00	2.0%	\$53,405.10	P	2.0%
21 2025/2026 Chevrolet Silverado 2500 HD Double Cab	NO BID	N/A	NO BID	N/A	N/A	\$52,695.00	2.0%	\$51,641.10	P	2.0%
22 2026 Chevrolet Silverado 2500HD Reg Cab	NO BID	N/A	NO BID	N/A	N/A	\$50,995.00	2.0%	\$49,975.10	P	2.0%
23 2026 Chevrolet Silverado 3500HD Chassis	NO BID	N/A	NO BID	N/A	N/A	\$51,395.00	2.0%	\$50,367.10	P	2.0%
24 2025/2026 Chevrolet Silverado 3500HD Crew Cab	NO BID	N/A	NO BID	N/A	N/A	\$55,695.00	2.0%	\$54,581.10	P	2.0%
25 2026 Chevrolet Silverado 3500HD Double Cab	NO BID	N/A	NO BID	N/A	N/A	\$54,095.00	2.0%	\$53,013.10	P	2.0%
26 2026 Chevrolet Silverado 3500HD Reg Cab	NO BID	N/A	NO BID	N/A	N/A	\$52,195.00	2.0%	\$51,151.10	P	2.0%

New 2026/2027 Vehicles bid #25-1029-1
2 years from date of award with option of 1 year extension

Description	PRIMARY AWARD (IF SECONDARY AWARD IS)					SECONDARY AWARD (IF SECONDARY AWARD IS)				
	TOTAL MSRP	DISCOUNT FROM MSRP	PRICE OF VEHICLE	OPTIONS DISCOUNT		TOTAL MSRP	DISCOUNT FROM MSRP	PRICE OF VEHICLE	OPTIONS DISCOUNT	
27 2024/2025/2026 Chevrolet Silverado EV	NO BID	N/A	NO BID	N/A	N/A	\$54,895.00	2.0%	\$53,797.10	P	2.0%
28 2025/2026 Chevrolet Express 12-Passenger Van	NO BID	N/A	NO BID	N/A	N/A	\$50,345.00	2.0%	\$49,338.10	P	2.0%
29 2025/2026 Chevrolet Express 15-Passenger Van	NO BID	N/A	NO BID	N/A	N/A	\$52,820.00	2.0%	\$51,763.60	P	2.0%
30 2026 Chevrolet Express 3500 Cargo Van	NO BID	N/A	NO BID	N/A	N/A	\$48,545.00	2.0%	\$47,574.10	P	2.0%
31 2025/2026 Chevrolet Express 2500 Cargo Van	NO BID	N/A	NO BID	N/A	N/A	\$44,595.00	2.0%	\$43,703.10	P	2.0%
32 2026 Express Cutaway	NO BID	N/A	NO BID	N/A	N/A	\$43,895.00	2.0%	\$43,017.10	P	2.0%
33 2025/2026 Chevrolet Brightdrop 400	NO BID	N/A	NO BID	N/A	N/A	\$70,525.00	2.0%	\$69,114.50	P	2.0%
34 2025/2026 Chevrolet Brightdrop 600	NO BID	N/A	NO BID	N/A	N/A	\$72,025.00	2.0%	\$70,584.50	P	2.0%
35 2025/2026 Chevrolet Blazer EV PPV	NO BID	N/A	NO BID	N/A	N/A	\$56,095.00	2.0%	\$54,973.10	P	2.0%
36 2026 Chevrolet Blazer EV	NO BID	N/A	NO BID	N/A	N/A	\$49,095.00	2.0%	\$48,113.10	P	2.0%
37 2026 Chevrolet Equinox EV	NO BID	N/A	NO BID	N/A	N/A	\$43,295.00	2.0%	\$42,429.10	P	2.0%
38 2025/2026 Silverado MD 4500HD	NO BID	N/A	NO BID	N/A	N/A	\$65,033.28	2.0%	\$63,732.61	P	2.0%
39 2025/2026 Silverado MD 5500HD	NO BID	N/A	NO BID	N/A	N/A	\$66,488.28	2.0%	\$65,158.24	P	2.0%
40 2025/2026 Silverado MD 6500HD	NO BID	N/A	NO BID	N/A	N/A	\$69,333.28	2.0%	\$67,946.61	P	2.0%
41 2026 Chevrolet Trax	NO BID	N/A	NO BID	N/A	N/A	\$22,995.00	2.0%	\$22,535.10	P	2.0%
42 2025/2026 Chevrolet Traverse	NO BID	N/A	NO BID	N/A	N/A	\$44,695.00	2.0%	\$43,801.10	P	2.0%
43 2026 Chevrolet Trailblazer	NO BID	N/A	NO BID	N/A	N/A	\$28,195.00	2.0%	\$27,631.10	P	2.0%
44 2026 Chevrolet Equinox	NO BID	N/A	NO BID	N/A	N/A	\$31,995.00	2.0%	\$31,355.10	P	2.0%
45 2026 Chevrolet Colorado	NO BID	N/A	NO BID	N/A	N/A	\$37,795.00	2.0%	\$37,039.10	P	2.0%
46 2026 Chevrolet Blazer	NO BID	N/A	NO BID	N/A	N/A	\$38,795.00	2.0%	\$38,019.10	P	2.0%
47 2024/2025/2026 Chevrolet Low Cab Forward 4500	NO BID	N/A	NO BID	N/A	N/A	\$69,015.00	2.0%	\$67,634.70	P	2.0%
48 2025/2026 Chevrolet Low Cab Forward 5500	NO BID	N/A	NO BID	N/A	N/A	\$81,150.00	2.0%	\$79,527.00	P	2.0%

* P = Primary Award
S = Secondary Award
If primary award contract has no supply you can go ahead and move on to secondary award.



Vehicle Locator

Detail Report for Customer

DENOYER CHEVROLET, INC.
127 WOLF RD, ALBANY, NY, 12205
518-458-7700

Customer/Company:

Sales Consultant:

Address:

Vehicle #1: 2026 Chevrolet Tahoe	VIN/Order #	MSRP	Stock #
	1GNS6UED2TR308305	\$60,364.00	
Additional Vehicle Information			
Body Style: CK10706-4WD PEG: 1FL-Commercial / Fleet Preferred Equipment Group Primary Color: GAZ-Summit White Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T Transmission: MHU-Transmission, 10sp, 10L80 Gen 2 Options: 1FL-Commercial / Fleet Preferred Equipment Group 1SZ-Option Package Discount 4AA-Interior Trim, Jet Black 5J3-Calibration, Surveillance Mode Int. Lighting (SEO) 5J9-Calibration, Taillamp Flasher, Red/White (SEO) 5LO-(SEO) Calibration, taillamp flasher, Red/Red 6C7-(SEO) Lighting, Red/White front, aux dome 6J3-(SEO) Wiring - Grille Lamp and Speakers 6J4-(SEO) Wiring - Horn/Siren Circuit 6J7-(SEO) Flasher System, Headlamp and tailamp 6N5-Rear Window Switches, Inoperative (SEO) 6N6-Rear Door Locks, Inoperative (SEO) 9C1-Police Package A2X-Power Seat Adjuster (Driver's Side) AL9-Lumbar, Driver side, power AMF-Remote Keyless Entry Package AT6-Seat, 2nd row 60/40 Bench, manual AT9-LUMBAR PASSENGER SEAT, POWER, 2 WAY ATD-Seat Delete: Third Row ATH-Keyless Open & Keyless Start AYH-Restraint System, Driver&Pass Dual, Roof side AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature B9G-Production Week 7 BCV-Calibration, Rear Door Auto Lock Disable (SEO) BG9-Floor Covering: Rubberized Vinyl, Black BTV-Remote Engine Starting Pkg BVE-Assist Steps, Black C6G-GVW Rating 7600 Lbs CJ2-Climate Control, Electronic - Multi-zone CWA-Rear Camera, Mirror Washer DLF-Mirrors, O/S: Power, Heated DNS-Supplier Installed Equipment E2C-Proc Opt OTD Expedite EF7-COUNTRY UNITED STATES OF AMERICA (USA) ENL-ENG CONTROL DISABLE STOP/START, NON-LATCHING FLT-Fleet Processing Option G86-AXLE LIMITED SLIP GAZ-Summit White GU5-Rear Axle: 3.23 Ratio H1T-1WT/1FL-Cloth, Jet Black, Interior Trim IVE-Audio System, Virtual Cockpit J26-ENGINEERING YEAR 2026 J55-BRAKE SYSTEM HEAVY DUTY K34-Cruise Control K3W-BATTERY LN5, AGM, 12V, 95AH, 900 ENCCA K6K-AUX BATTERY LN3, AGM, 12V, 70AH, 760 ENCCA KC4-Cooler, Engine Oil KGU-Universal Vehicle Module KI4-120 Volt Electrical Receptacle, In Cab			
KNP-Transmission Cooling System KX4-Alternator, 250 AMP L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T MAH-MARKETING AREA US, PUERTO RICO/USVI MHU-Transmission, 10sp, 10L80 Gen 2 N37-Steering Column, Manual Tilt & Telescoping N5V-STEERING WHEEL URETHANE, 3 SPOKE, THIN, ROUND NB5-Single Exhaust System NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emissions PXT-Wheels: 20" Steel R6D-Bid Assistance R6J-Ship Thru Code Acknowledgement R6Q-Processing Option R9Z-Sold Order Expedite RC1-Skid Plate RFJ-Fleet Customer RNQ-Wheel, 20" Full size spare, steel T66-(SEO) Wiring Provisions for O/S Mirrors, cargo windows T8Z-Buckle-To-Drive TAB-LAMP REAR COMBO BASE TB4-Liftgate, Rear, manual TGD-HEADLAMP LEVEL MIDLEVEL U2J-SiriusXM Satellite Radio, Delete UD7-Rear Parking Assist Sensors UE1-OnStar Communication System UK3-Radio Controls -Steering Wheel UKK-Sensor, Pedestrian Detection UN9-(SEO) Radio Suppression Package UQF-Speaker System: Standard Sound System URF-DISPLAY INSTRUMENT DRIVER INFO, DISPLAY ONLY, FAMILY C, 11", 2000 X 8 10 URW-Audio System, Adv Color LCD display w/Google Built-in UT7-(SEO) Ground studs, aux, cargo area inside liftgate UTJ-Theft Protection System, Unauthorized Entry UV2-Surround Vision, HD V03-Cooling system, extra capacity V53-Luggage rack side rails - none V76-Recovery Hooks VK3-Front License Plate Mounting Provisions VPV-Ship thru charge: Kerr Industr., Arlington, TX VQ2-Holdback N/A, Dealer Fleet Assistance VV4-4G LTE Wi-Fi Hotspot capable VZ2-CALIBRATION SPEEDOMETER A WNO-VIN MODEL YEAR 2026 WUA-Fascia, Front, custom X88-Nameplate - Chevrolet XCS-Tires, 20in P275/55R20, All-Season, Blackwall YK6-SEO Processing Option Z56-Suspension Pkg, Heavy-duty, Police-rated Z82-Trailer Package			

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Bill Asprion

SALESPERSON

City Rensselaer

BUYER'S NAME
62 Washington St

STREET ADDRESS
Rensselaer

NY

121442735

CITY
(518) 462-6424

(518) 462-6424

STATE

ZIP

RES. PHONE

BUS. PHONE
bill.brooking@rensselaer.ny.gov

DRIVER'S LIC. NO.

EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

☒ NEW	☐ USED	☐ DEMO	YEAR	STOCK #	
MAKE	Chevrolet	MODEL	Tahoe	2026	F26219
BODY		TYPE	Automatic	☒ AUTO	SP. ☒ 4 WD
BODY COLOR	Summit White	TRIM	Police Vehicle		
VIN	1GNS6UED2TR308305				
DEL. DATE	MILEAGE				
ESTIMATED DELIVERY DATE / PLACE OF DELIVERY					

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle _____, a taxicab _____, a driver education vehicle _____, or a rental vehicle _____. The vehicle was repurchased under New York "lemon laws" _____; returned for nonconformity of its warranty _____.

THE TRADE

YEAR	MAKE	
MODEL	BODY	
COLOR	TYPE	
VIN	MILEAGE	
PLATE NO.	EXP. DATE	NEED PLATES ☐

THE CLOSEOUT

BAL. OWING TO:	ADDRESS		
AMOUNT	GOOD UNTIL	WHEN CONTACTED	WHOM
\$	ACCT NO.	PHONE	

INSURANCE

INS. AGT.	PHONE
ADDRESS	
INS. CO.	
POL. NO.	
EFF. DATES	

DEPOSITS

DEPOSIT WITH ORDER NO.	
ADDITIONAL DEPOSIT	
TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN)	\$0.00

*** NOTICE TO USED VEHICLE BUYER:** If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO

ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED CHECK ONLY.
BUYER'S SIGNATURE

ACCEPTED BY

Kyle Marsh

DATE

DATE

DATE

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

THE PRICE

VEHICLE PRICE	+	\$60,364.00
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE)	+	
FACTORY INSTALLED EQUIPMENT	+	
OPTION CODE		
Contract 25-1029-1		-\$1,207.28
DEALER INSTALLED EQUIPMENT AND SERVICES	+	
*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE		
THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.		
F E E S .	Purchaser's Initials:	Date:
07/01/2026		
*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.		
TAXES AND OTHER FEES		
SUBTOTAL OF VEHICLE AND OPTIONS		\$59,156.72
TRADE-IN ALLOWANCE	-	
OTHER (ITEMIZE)	+	
TAXABLE CASH DIFFERENCE		
COUNTY Rensselaer	TAXES AT %	exempt
*TIRE FEE		\$12.50
N.Y.S. INSPECTION FEE		\$10.00
REGISTRATION FEES (ESTIMATE)		psd
Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE - \$	+	\$175.00
TOTAL SELLING PRICE		\$59,354.22
PLUS BALANCE OWING ON TRADE-IN	+	
NET		
LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN)	-	
CASH DUE ON DELIVERY		\$59,354.22

#3

BY ALDERPERSON(s): Council as a Whole
SECONDED BY:

**A RESOLUTION DESIGNATING RECIPIENT OF VOLUNTARY ANIMAL SHELTER
CONTRIBUTIONS PURSUANT TO NYS AGRICULTURE & MARKETS LAW §109**

WHEREAS, New York State Agriculture & Markets Law §109, as amended effective December 2025, requires that municipalities include in dog license applications and renewals an option for voluntary contributions to support an animal shelter or kennel; and

WHEREAS, pursuant to such law, voluntary contributions collected in connection with dog licensing are to be provided to the organization that provides the municipality for animal shelter services; and

WHEREAS, the City of Rensselaer Police Department currently provides such services; and

WHEREAS, the Common Council wishes to acknowledge and implement the requirements of §109 in a manner consistent with applicable law;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council hereby acknowledges that, pursuant to New York State Agriculture & Markets Law §109, all voluntary animal shelter contributions collected in connection with dog licensing shall be for the benefit of the City of Rensselaer Police Department Kennel; and

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to update dog license applications, renewal forms, and related materials to include a clearly identified voluntary contribution option in compliance with §109, including language stating that such contributions are voluntary and not part of the license fee, and identifying the City of Rensselaer Police Department Kennel as the recipient; and

BE IT FURTHER RESOLVED, that the City Treasurer is authorized and directed to establish a dedicated fund or budget line item for the receipt and accounting of such contributions; and

BE IT FURTHER RESOLVED, that all funds collected pursuant to this program shall be remitted to the City of Rensselaer Police Department Kennel no less than annually, and may be remitted on a more frequent basis as determined appropriate by the City's financial officers; and

BE IT FURTHER RESOLVED, that the appropriate City officials are authorized to take all actions necessary to implement this resolution, including administrative and system updates.

Approved as to form and sufficiency
This 5th day of August, 2026

Corporation Counsel

Approved by:

Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

By Alderperson :

COUNCIL AS A WHOLE

4

Seconded by Alderperson :

A RESOLUTION AUTHORIZING AN INTERFUND LOAN FROM THE SEWER FUND TO THE CAPITAL FUND PENDING RECEIPT OF BOND ANTICIPATION NOTE PROCEEDS

WHEREAS, the City of Rensselaer has authorized certain capital improvements to be financed through the issuance of obligations, including a Bond Anticipation Note ("BAN"); and

WHEREAS, the proceeds of the BAN are not yet available, and funds are needed to pay eligible costs associated with the capital project; and

WHEREAS, the Sewer Fund has sufficient available cash to temporarily advance funds to the Capital Fund without impairing the operations of the Sewer Fund; and

WHEREAS, it is the intent of the City of Rensselaer that the interfund loan be temporary and repaid promptly upon receipt of the proceeds of the BAN.

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

1. The Comptroller/Treasurer is hereby authorized to make a temporary interfund loan from the Sewer Fund to the Capital Fund in an amount not to exceed \$250,000.00.
2. The interfund loan shall be used solely to pay eligible costs of the authorized capital project pending receipt of the proceeds of the Bond Anticipation Note.
3. Upon receipt of the proceeds of the Bond Anticipation Note, the Comptroller/Treasurer shall promptly repay the Sewer Fund the full amount of the interfund loan.
4. The Comptroller is authorized to make such accounting entries and take such additional actions as are necessary to carry out the intent of this resolution.
5. This resolution shall take effect immediately.

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kreitzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency

This 5th day of August, 2026

Corporation Counsel

Mayor

Motion By: Council as a Whole

Seconded By: _____

**RESOLUTION APPROVING A CONTRACT WITH THE
CAPITAL DISTRICT REGIONAL PLANNING COMMISSION
TO PROVIDE GRANT ADMINISTRATION SERVICES FOR A
NORTHERN BORDER REGIONAL COMMISSION
TIMBER FOR TRANSIT PROGRAM GRANT**

WHEREAS, on April 15, 2026 the Common Council authorizes Mayor John Defrancesco to act on behalf of City as the Authorized Official in an application to the Northern Border Regional Commission (NBRC) for Timber For Transit (TFT) funding to cover 80% of the cost of a bridge for The Hollow Trail Project; and

WHEREAS, the City of Rensselaer has since been awarded a grant in the amount of \$487,174.00 for the TFT Bridge and has committed to in-kind labor and other resources to cover the 20% match; and

WHEREAS, the NBRC Federal-State partnership is aided by a group of regional organizations called Local Development Districts (LDDs) that assist the NBRC in its outreach activities and administer NBRC investments for grantees and requires grantees to contract with the LDD for Grant Administration Services for a fee of 2% of the grant award (for this grant \$9,743.48); and

WHEREAS, the Capital District Regional Planning Commission (CDRPC) is the recognized by the NBRC as the LDD for the Capital Region of New York State and has provided a Contract for Grant Administration Services for the City of Rensselaer TFT grant.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council authorizes Mayor John Defrancesco to act on behalf of City of Rensselaer as the Authorized Official and sign the Grant Administration Services with the Capital District Regional Planning Commission for the Northern Border Regional Commission for Timber For Transit funding for the bridge in The Hollow Trail Project.

Passed by the following vote of Common
Members with voting recorded as follows:

Approved as to form and sufficiency this
5th day of August, 2026

Corporation Counsel

Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Contract for Grant Administration Services

This contract for Local Development District (LDD) Grant Administration Services (Agreement) made August 10, 2026 by and between:

Service Provider: Capital District Regional Planning Commission (CDRPC) (Name of LDD), with a mailing address of 1 Park Place, Suite 102, Albany, NY 12205, and
Client: City of Rensselaer (Name of NBRC Grantee), with a mailing address of 62 Washington St. Rensselaer, NY 12144

The LDD and NBRC Grantee are each referred to herein as a “Party”, and collectively as the “Parties”:

A **Project Kickoff Meeting** for this award was held on August 10, 2026 including all Parties in this contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the NBRC Grantees contracts with the LDD to work under the following terms and conditions agreed upon by the Parties:

1. **Term.** The term of this contract shall commence on August 10, 2026, and terminate automatically upon completion of the Period of Performance as reflected In the NBRC Grantee’s Grant Agreement with NBRC or the completion of the project, whichever comes first.
2. **Scope of Services.** LDD will provide to NBRC Grantee the following scope of Grant Administration services (collectively, the “Services”):
 - **Notice to Proceed Documentation:** Help the grantee prepare and submit the required documentation to NBRC. For projects funded from 2024 forward, this includes assistance with uploading the LDD contract in the GMS, assist with getting the PNTP for LDD costs in place and submitting their matching funds documentation._
 - **Quarterly & Annual Reporting:** Ensure that the grantee files all quarterly and annual reports accurately and on time, and with enough information to provide a meaningful outline of the project’s status.
 - **Reimbursement Requests:** Provide guidance to grantees on submitting reimbursement requests, including completing and submitting the SF-270 form while ensuring that reimbursement requests are accurate and within the approved budget. Grantees are responsible for tracking their expenses and maintaining financial records and should be prepared to report on these when asked. NBRC will conduct periodic reviews throughout the performance period and the LDD may assist the grantee prepare all the necessary documentation to provide evidence of NBRC requested funds as well as expended match. Additional information regarding reimbursement requests and periodic reviews can be found in the Compliance Manual.
 - **Contract Amendments:** Assist grantees in submitting contract amendments such as change in authorized official, budget adjustment, contract extension, or project scope adjustment.
 - **Final Reporting:** Ensure that the grantee submits all required closeout materials accurately and timely once the project is complete.

- **General Assistance:** Be available to provide guidance to the grantee with other issues such as their responsibilities regarding procurement of goods and services, and contractors. Have a general knowledge base about federal grant programs, specifically NBRC.

NOTE: it is not expected that under this contract for grant administration services that the LDD will be conducting bid processes and assessing bid documents for completion, interviewing potential consultants or engage in other procurement processes. If the NBRC Grantee wishes to engage the LDD in these processes, they may enter into a separate Project Management contract.

3. **Amount of Agreement Not to Exceed** ~~\$10,000.~~ \$9,743.48 (2% of grant)

4. **Payment Structure. Select one. The structure selected will carry for the term of this contract.**

- ☒ LDD will invoice grantee for hours of work performed
☐ LDD will invoice grantee a quarterly advancement.

If the quarterly advancement option is selected, advance payments are limited to the amount needed and be timed with actual, immediate cash requirements of the NBRC Grantee and Section 5 of this Agreement applies:

5. **Quarterly Advancement Requirements (if selected):**

Amount of Quarterly Advancement Payments \$N/A.

Note: Must not exceed the total value of the LDD contract as represented in the NBRC Grantee's SF424cbw, divided in equal installments across the three-year period of performance of the NBRC award. For example, if the total value of the agreement is \$8,000.00, the quarterly amount may not exceed \$666.00.

Parties agree to the following detailed description of services that will occur during the quarter for which funds are being advanced:

The LDD and NBRC Grantee agree that if a situation arises where the project may not be completed within the term of the executed Agreement and funds under the Agreement remain, and the NBRC grantee still requires assistance, (e.g. project requires an extension to complete and still needs LDD assistance), the parties must revisit the Agreement and execute an updated Agreement and provide copy of same to NBRC.

Each quarterly invoice from the LDD to the NBRC Grantee must contain a detailed description of services for LDD support that will occur during the quarter for which funds are being in advanced in alignment with the Scope of Services outlined in Section 2 of this Agreement.

Each quarterly invoice from the LDD to the NBRC grantee must specifically reference the dates of the quarter for which the advancement is being required.

Each quarterly invoice from the LDD to the NBRC Grantee must provide details of labor

categories and associates hourly rates, for each LDD staff person who will be performing services under the agreement during the time period covered by the invoice. Charges may include wages & fringe plus the LDD's Indirect Cost Rate (ICR) as approved by a Federal Cognizant Agency. The approved ICR must be maintained on record by the LDD.

LDD and NBRC Grantee acknowledge that should a situation arise when LDD costs have been advanced, and the NBRC's Grantees project ends unexpectedly and abruptly, the LDD will be made whole for any services they have completed. If the advancement is greater than the value of the services rendered by the LDD, the LDD must return the remaining funds to NBRC.

6. **INDEMNIFICATION.** The City of Rensselaer agrees to indemnify and hold CDRPC harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against Rensselaer Sand Lake that results from the acts or omissions of CDRPC and/or CDRPC's employees, agents, or representatives.
7. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
 - The failure to make a required payment when due.
 - The insolvency or bankruptcy of either party.
 - The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - The failure to make available or deliver the Services in the time and manner provide for in the Contract.
8. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other part may terminate the Contract.
9. **ENTIRE AGREEMENT.** This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
10. **SEVERABILITY.** If any provisions of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
11. **AMENDMENT.** The Contract may be modified or amended in writing by mutual agreement between the parties, and by notifying Northern Border Regional Commission.
12. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the state of New York.
13. **CONSTRUCTION AND INTERPRETATION.** The rule requiring construction of interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their

duly authorized representatives as of the date the second party signs.

DRAFT
Signature of LDD Representative

DRAFT
Signature of NBRC Grantee
Authorized Official

Mark Castiglione
Defrancesco
DRAFT
Printed Name of LDD Representative

John A.
Printed Name of NBRC Grantee
Authorized Official

Date: _____

Date: _____