

1. 7:00 P.M. Common Council Workshop & Special Meeting  
Common Council Workshop  
Cohoes City Hall  
Cohoes, New York 12047

## **AGENDA**

January 9, 2024, 7:00 p.m.

### WORKSHOP

#### Public comment

1. Discussion regarding the designation of newspapers
2. Discussion regarding appointments to the Ethics Board
3. Discussion regarding appointments to the Board of Assessment Review
4. Discussion regarding snow emergency towing services
5. Discussion regarding the acceptance of a grant from the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) for the City's Historic Police Station Roof Restoration Project
6. Discussion regarding Ambulance Services in the City of Cohoes

### SPECIAL MEETING

- Roll Call
- Public Comment
- Executive Session
  - Motion to Authorize the Corporation Counsel to Commence a proceeding Involving a Member of the Common Council

Documents:

[1-9-2024 LEGISLATION AND BACKUP MATERIAL.PDF](#)

# Workshop

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AGREEMENT FOR SNOW  
EMERGENCY TOWING SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Cohoes (hereafter referred to as “City”) located at 97 Mohawk Street, Cohoes, New York 12047 and Dawson’s Towing and Recovery LLC (hereafter referred to as “Towing Service”) located at 2 Schuyler Street, Watervliet, New York 12189.

WITNESSETH:

WHEREAS, the City, from time to time, must arrange for the removal of vehicles parked or left in violation of a declared snow emergency; and

WHEREAS, vehicles so removed may be impounded and transported to a remote site within the boundaries of the City until such time as the vehicle may be released to its owner or other lawful authority; and

WHEREAS, Towing Service is able and willing, on a non-exclusive basis, to remove vehicles and have them securely stored during a declared parking ban.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Towing Service is hereby designated as one of several towing services which the City may call upon for the purpose of removing and storing vehicles (including, but not limited to cars, trucks, and motorcycles) during a declared snow emergency.
2. The term of this Agreement shall be from January 1, 2024 through December 31, 2024.
3. Towing Service shall provide a storage area within the boundaries of the City for the storage of vehicles. Towing Service shall, on said storage area and any buildings utilized by for the conduct of its operations, conspicuously display in a manner as to be readily visible to the public, signs indicating business hours and instructions as to how to contact Towing Service during non-business hours. Towing Service shall make available to persons inquiring about the redemption of a vehicle the location of the storage area and directions as to how to get to the storage area.
4. All vehicles utilized by Towing Service pursuant to this agreement shall have the full name of the Towing Service painted on each side of the vehicle in letters at least three inches high and each vehicle shall have the telephone number of the place of business of the Towing Service painted conspicuously upon the vehicle. Towing Service, prior to January 1, 2024 and as otherwise requested by the City, shall provide the City with proof of registration, inspection, and insurance on each vehicle it will use to provide services pursuant to this agreement. Should Towing Service fail or refuse to provide proof of such registration, inspection, and insurance as



set forth above, this agreement may be terminated by the City on five (5) days' notice to Towing Service.

5. Towing Service shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$500,000 for each occurrence and \$1,000,000 general aggregate. The City shall be named as an additional insured on such insurance policy.

Prior to the execution of this Agreement, Towing Service shall furnish the City with a certificate of insurance which shall include the provision that the City is named as an additional insured and shall be given 30 days written notification prior to cancellation of such insurance. It is the responsibility of Towing Service to ensure that a current certificate of insurance is on file with the City at all times. Failure to furnish and maintain a current certificate of insurance on file with the City will result in a hold on all outstanding invoices until such time as the current certificate of insurance is on file.

With respect to all services performed, Towing Service shall carry Workers Compensation Insurance in accordance with the laws of the State of New York.

Towing Service shall carry Automobile Liability Insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, used in connection with this agreement. Limits of Coverage shall be not less than: Bodily Injury: \$500,000 Each Person, \$1,000,000 Each Occurrence; Property Damage: \$500,000 Each Occurrence.

The insurance hereinbefore specified shall be maintained in force until the termination or expiration of this Agreement. Each policy shall name City as an additional insured. Umbrella Excess Liability Policies may be used in conjunction with primary policies to comply with any of the limit requirements specified above.

6. Towing Service agrees to indemnify, defend, and save harmless the City, its agents, elected officials, officers and employees from and against all liability for injuries to persons or damage to property occasioned by the negligence or willful misconduct of Towing Service, its officers, agents or employees. Such indemnification shall include all reasonable expenses incidental to the investigation and defense of any claims made or suit served, including reasonable attorney's fees. Towing Service shall give to the City prompt and timely notice of any claims made or service of process in any suit concerning such injury or damage. Notice of claims must be in writing and addressed to the attention of the Corporation Counsel at the address stated above.

7. In the event that a judgment is entered against the City, its agents, officers and employees involving a claim, loss or expense arising out of injuries to persons or property or death, if such judgment is not paid by Towing Service within the time required by law or within a reasonable time if not time is specified, Towing Service shall be liable for all attorney's fees and expenses incurred by the City in securing or facilitating such payment. For the purposes of this Agreement, a reasonable time shall be defined as a period not in excess of sixty days.

8. Towing Service is responsible for the supervision of its employees. Notwithstanding such responsibility, all employees of Towing Service shall follow the orders or instructions of the City's employees who are present during the discharge of the obligations under this contract. All employees of Towing Service must also conduct themselves at all times in a courteous manner toward the public. The operations of Towing Service and its employees shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others.
9. Towing Service shall comply with all ordinances of the City and statutes of the State of New York.
10. Towing Service shall be entitled to towing charges as follows:
- a. During a declared snow emergency, Towing Service shall charge each vehicle owner the sum of \$200.00 for removing and transporting the vehicle to its storage facility.
  - b. Towing Service shall charge each vehicle owner the sum of \$60.00 per day for storage of said vehicle, except there shall be no storage fee charged each vehicle owner for the first 48 hours of storage if the vehicle is obtained by its owner within 48 hours of its removal.
11. Towing Service shall accept towing and storage charges directly from the owner of the vehicle. The City shall not be liable for any towing or storage charges.
12. Towing Service shall maintain records of vehicles towed and fees received for three (3) years.
13. Towing Service shall have all the rights and responsibilities of a towing service provided for under the laws of the State of New York related to abandoned vehicles and the storage of vehicles.
14. The City reserves the right to develop procedures consistent with this agreement that shall be applicable to Towing Service's discharge of its duties. Such procedures may include but shall not be limited to the towing of vehicles, storage of vehicles, the acceptance of payments of charges, and the release of vehicles. Towing Service shall be obligated to adhere to such procedures when they are developed and in effect.
15. This Agreement may not be altered, deleted, or modified except by writing executed by both parties.

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Ronald Dawson  
Towing Services

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William T. Keeler, Mayor  
City of Cohoes

AGREEMENT FOR SNOW  
EMERGENCY TOWING SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Cohoes (hereafter referred to as “City”) located at 97 Mohawk Street, Cohoes, New York 12047 and Keilen’s Body Shop Inc (hereafter referred to as “Towing Service”) located at 6 Mcarthur Drive, Latham, New York 12110.

WITNESSETH:

WHEREAS, the City, from time to time, must arrange for the removal of vehicles parked or left in violation of a declared snow emergency; and

WHEREAS, vehicles so removed may be impounded and transported to a remote site within the boundaries of the City until such time as the vehicle may be released to its owner or other lawful authority; and

WHEREAS, Towing Service is able and willing, on a non-exclusive basis, to remove vehicles and have them securely stored during a declared parking ban.

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set forth above, this agreement may be terminated by the City on five (5) days' notice to Towing Service.

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7. In the event that a judgment is entered against the City, its agents, officers and employees involving a claim, loss or expense arising out of injuries to persons or property or death, if such judgment is not paid by Towing Service within the time required by law or within a reasonable time if not time is specified, Towing Service shall be liable for all attorney's fees and expenses incurred by the City in securing or facilitating such payment. For the purposes of this Agreement, a reasonable time shall be defined as a period not in excess of sixty days.

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Keilen's Rep  
Towing Services

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William T. Keeler, Mayor  
City of Cohoes

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WITNESSETH:

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Primeau's Autobody  
Towing Service

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William T. Keeler, Mayor  
City of Cohoes



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October 31, 2023

City of Cohoes  
City of Cohoes Fire Department  
Chief Joesph Fahd  
97 Mohawk St  
Cohoes, NY 12047

Dear Chief Fahd:

Ambulnz appreciates the opportunity to work with the City of Cohoes Fire Department, and its talented professionals. Please accept this letter as the requested information to clarify our desire for a multi-year agreement.

We appreciate the City's willingness to work together and to identify ways to increase efficiencies, decrease costs, adjust resources, and enable the potential for revenue opportunities. We look forward to continuing with those efforts and are hopeful that an agreeable solution can be reached to allow Ambulnz to continue providing services in a long-term capacity.

We are committed to continue to serve the City of Cohoes with 9-1-1 ambulance service, as we discussed in our previous proposals, Ambulnz is willing to enter into a long-term agreement with the City.

We propose a five (5) year agreement with a yearly increase of CPI or 4% whichever is lesser, and continue all other terms as outlined in our current agreement.

If the City provides exclusive housing for the EMS Services, Ambulnz will continue the credit to the agreement for the housing and maintain the station as necessary.

Please let us know if you would like to move forward with the proposed extended agreement for services.

Thank you for the opportunity to provide you with our proposal and we look forward to hearing from you soon.

Respectfully,



Michael S. Witkowski  
Chief of EMS Operations



# Special Meeting