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
OCTOBER 1, 2025

1. A RESOLUTION TO APPROVE LOCAL LAW #3 OF 2025 AFTER A PUBLIC HEARING THEREON

2. A RESOLUTION APPROVING AGREEMENT WITH NYCLASS-COMPTROLLER

3. A RESOLUTION AMENDING THE 2025-2026 CITY BUDGET-FIRE DEPARTMENT

4. A RESOLUTION HONORING NATIONAL ALZHEIMERS DAY AND RECOGNIZING WALK TO END ALZHEIMERS ON SATURDAY, OCTOBER 11, 2025

5. A SUPERSEDING RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL AID AND STATE "MARCHEISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE

6. A RESOLUTION TO ACCEPT A U.S. DEPARTMENT OF HOMELAND SECURITY GRANT OF $237,090.00 FROM THE FISCAL YEAR (FY) 2024 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM FOR THE CITY OF RENSSELAER FIRE DEPARTMENT

7. A RESOLUTION AUTHORIZING PROCEDURES FOR DISPOSAL OF SURPLUS CITY PROPERTY PURSUANT TO CITY CODE SECTION 47-5(ALL DEPARTMENTS)

8. A RESOLUTION TO AUTHORIZING AGREEMENT FOR POLICE CONTRACT WITH EAP COUNSELING SERVICES.

9. A RESOLUTION APPROVING ESCROW AGREEMENT AND CONSULTANT'S PROPOSAL FOR KILLIAN'S LANDING PROJECT-PLANNING DEPARTMENT

10. A RESOLUTION APPROVING FORBEARANCE OF LOAN AGREEMENT CORPORATION COUNSEL

11. A RESOLUTION AUTHORIZING THE COMMENCEMENT OF EMINENT DOMAIN PROCEDURES TO EFFECUATE THE TAKING OF 901 THIRD STREET, CITY OF RENSSELAER, COUNTY OF RENSSELAER, STATE OF NEW YORK (THE "PREMISES"), FOR JUST COMPENSATION.

#1

By Alderperson : **COUNCIL AS A WHOLE**

Seconded by Alderperson : _____

A RESOLUTION TO APPROVE LOCAL LAW NO. 3 OF 2025 AS TO FORM AND SUBSTANCE AFTER A PUBLIC HEARING THEREON

WHEREAS, the City of Rensselaer is desirous of establishing a Local Law to Amend Title IV, Section 75 of the City Charter to update the procedures for Awarding of Contracts so as to specify Bid opening procedures; and

WHEREAS, the Common Council has reviewed proposed Local Law No. 3 of the year 2025, attached hereto; and

WHEREAS, such Local Law appears appropriate as to form and substance and a Public Hearing having been conducted thereon so as to consider public comments on such proposed Local Law.

NOW, THEREFORE, BE IS RESOLVED, that proposed Local Law No. 3 of the year 2025 is hereby approved as to form and substance; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to file a certified copy of such Local Law with the Office of the New York State Secretary of State.

Approved as to form and sufficiency
this 1st day of October, 2025

_____
Corporation Counsel

So Approved!

_____
Mayor

James Van Vorst	☐ Aye	☐ No	☐ Abstain	☐ Absent
Ernest K. Dambrose	☐ Aye	☐ No	☐ Abstain	☐ Absent
~~Bryan Leahey~~ Lopez	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
John DeFrancesco	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

CITY OF RENSSELAER

LOCAL LAW NO. 3 OF THE YEAR 2025.

A Local Law to Amend Title IV, Section 75, of the Charter of the City of Rensselaer, New York, Relative to Awarding of Contracts

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

ARTICLE I. INTENT

This Local Law shall be known as Local Law No. 3 of 2025, and shall amend Title IV, Section 75, of the Charter of the City of Rensselaer, New York, relating to Awarding of Contracts. This Local Law amends and supersedes all previously adopted Local Laws concerning such Awarding of Contracts by the City of Rensselaer. The purpose of this Local Law is to update Section 75 of the City Charter to specify where Bids are to be opened.

ARTICLE II. LEGISLATIVE ACTION

The Common Council of the City of Rensselaer, New York, hereby amends Title IV, Section 75, of the Charter of the City of Rensselaer, New York, so as to read as follows:

§ 75. Awarding of contracts.

1. All contracts for public work involving an expenditure of more than $35,000 and all purchase contracts involving an expenditure of more than $20,000 shall be awarded by the Common Council to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided by this section. In cases where two or more responsible bidders furnishing the required security submit identical bids as to price, the Common Council may award the contract to any of such bidders. The Common Council may, in its discretion, reject all bids and re-advertise for new bids in the manner provided by this section. The monetary thresholds contained in this section shall automatically be increased to match the thresholds contained in New York State General Municipal Law Section 103 as such State law is updated in the future.

2. Advertisement for bids shall be published in an official newspaper and shall contain a statement of the time and place where all bids received pursuant to such notice will be publicly opened and read by the City Clerk, as well as the proposed start date for the work to be performed or the date when the item(s) being purchased must be received. All bids

received shall be publicly opened in the Office of the City Clerk and read at the time and place so specified. At least five days shall elapse between the first publication of such advertisement and the date so specified for the opening and reading of bids.

3. Upon the adoption of a resolution by a vote of at least 2/3 of all the members of the Common Council stating that, for reasons of efficiency or economy, there is need for standardization, purchase contracts for a particular type or kind of equipment, material or supplies of more than $20,000 may be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids therefor in the manner provided in this section. Such resolution shall contain a full explanation of the reasons for its adoption. The monetary threshold contained in this section shall automatically be increased to match the threshold contained in New York State General Municipal Law Section 103 as such State law is updated in the future.

ARTICLE III. EFFECTIVE DATE

This Law shall take effect immediately upon its filing with the Office of the New York State Secretary of State.

1. **(Final adoption by local legislative body only.)**

I hereby certify that the local law annexed hereto, designated as Local Law No.____ of 2025 of the City of Rensselaer was duly passed by the Common Council on _____ 2025, in accordance with the applicable provisions of law.

2. **(Passage by local legislative body with approval, no disapproval or repassage after disapproval by Elective Chief Executive Officer*.)**

I hereby certify that the local law annexed hereto, designated as Local Law No. 3 of 2025 of the City of Rensselaer was duly passed by the Common Council on October 1st, 2025, and was approved by the Elective Chief Executive Officer*, Mayor Michael Stammel, and was deemed duly adopted on October 1st, 2025.

3. **(Final adoption by referendum.)**

I hereby certify that the local law annexed hereto, designated as Local Law No. _____ of 20___ of the City of Rensselaer was duly passed by the _____ on _____, 20__, and was (approved)(not approved)(repassed after disapproval) by the Elective Chief Executive Officer*, _____ on _____, 20___. Such Local Law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____, 20___, in accordance with the applicable provisions of law.

4. **(Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**

I hereby certify that the local law annexed hereto, designated as Local Law No. of 20 of the City of Rensselaer was duly passed by the Common Council on _____, 20, and was (approved)(not approved)(repassed after disapproval) by the Elective Chief Officer*, Mayor Michael Stammel, on _____, 20. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____, 20 , in accordance with the applicable provisions of law.

5. **(City local law concerning Charter revision proposed by petition.)**

I hereby certify that the local law annexed hereto, designated as Local Law No. _____ of 20___ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____, 20___, became operative.

*** Elective Chief Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.**

6. **(County local law concerning adoption of Charter.)**

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20___ of the County of _____ State of New York, having been submitted to the electors at the General

Election of November _____, 20___, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

_____

Clerk of the County Legislative Body, City, Town or Village
Clerk or officer designated by local legislative body
CITY CLERK

DRAFT

(Seal)

Date: _____

(Certification to be executed by County Attorney, Corporation Counsel,Town Attorney, Village Attorney or other authorized attorney of locality.)

State of New York
County of Rensselaer

I, the undersigned, hereby certify that the foregoing Local Law contains the correct text and that all proper proceedings have been had or taken for the enactment of the Local Law annexed hereto.

_____

Corporation Counsel
Title

DRAFT

CITY OF: RENSSELAER

Date: _____

#2

By Alderperson : **COUNCIL AS A WHOLE**

Seconded by Alderperson : _____

RESOLUTION APPROVING AGREEMENT WITH NYCLASS FOR CITY INVESTMENTS – COMPTROLLER

WHEREAS, the City of Rensselaer wishes to approve the attached Agreement with NYCLASS for City Investments, which is a service agreement not subject to public bidding.

NOW, THEREFORE BE IT RESOLVED, that the Common Council for the City of Rensselaer hereby approves and ratifies the attached agreement between the City of Rensselaer and NYCLASS, and authorizes the Comptroller of the City of Rensselaer to execute such agreement on behalf of the City of Rensselaer.

Approved as to Form and Sufficiency
this 1st day of October, 2025

_____
Corporation Counsel

Approved By:

_____
Mayor

James Van Vorst	❑ Aye	❑ No	❑ Abstain	❑ Absent
Ernest K. Dambrose	❑ Aye	❑ No	❑ Abstain	❑ Absent
Bryan Lopez	❑ Aye	❑ No	❑ Abstain	❑ Absent
Andrew P. Kretzschmar	❑ Aye	❑ No	❑ Abstain	❑ Absent
Eric Endres	❑ Aye	❑ No	❑ Abstain	❑ Absent
Anne E. Burton	❑ Aye	❑ No	❑ Abstain	❑ Absent
John DeFrancesco	❑ Aye	❑ No	❑ Abstain	❑ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

NYCLASS®

Municipal Cooperation Agreement

August 1, 2023

New York Cooperative Liquid Assets Securities System

MUNICIPAL COOPERATION AGREEMENT

Pursuant to New York General Municipal Law, Articles 3-A and 5-G

AMENDED AND RESTATED

AS OF AUGUST 1, 2023

Among

THE DISTRICTS AND MUNICIPAL CORPORATIONS
THAT HAVE ADOPTED THIS AGREEMENT

as Participants

TABLE OF CONTENTS

MUNICIPAL COOPERATION AGREEMENT made pursuant to New York General Municipal Law, Articles 3-A and 5-G (collectively, the Act), amended and restated as of October 20, 1999, amended March 28, 2019, and further amended August 1, 2023, by and among the Village of Rhinebeck and each district and municipal corporation, as defined in the Act, that enters into this Agreement pursuant to the Section 8.1. hereof (collectively, together with the Village of Rhinebeck, the Participants).

WITNESSETH:

WHEREAS, each Participant wishes to invest a certain portion of its available investment funds in cooperation with the other Participants in one or more of the several investment funds to be created herein to enhance its investment returns, assure the safety and liquidity of its invested funds, and strictly limit its potential liability under or in connection with this Agreement;

WHEREAS, each Participant is a district (including but not limited to a school district or a board of cooperative educational services) or municipal corporation as defined in Section 119-n of the Act;

WHEREAS, the Act empowers districts and municipal corporations to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

WHEREAS, this Agreement has been approved by a majority vote of the voting strength of the governing body of each Participant or certified by the chief fiscal officer of a Participant as approved by such Participant; and

WHEREAS, each Participant has, to the extent any general or special law would require it to do so before performing by itself any function, power or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda, and obtained all necessary consents of government agencies and has satisfied all other requirements applicable to the making of contracts;

WHEREAS, the Participants include all of the Participants under the Municipal Cooperation Agreement made pursuant to New York General Municipal Law, Article 5-G, Section 119-o, as of September 19, 1989, as amended and restated as of July 20, 1992, October 30, 1999, April 23, 2012, March 14, 2014, and March 28, 2019 by and among the Participants who have approved this amendment and restatement thereof and additional districts and municipal corporations that have determined to enter into this Agreement subsequent to the date of its amendment and restatement;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, each Participant hereby acts and agrees (but without prejudice to any rights previously accrued pursuant to the Agreement as heretofore in effect) as follows:

ARTICLE I

DEFINITIONS

"**Administrator**" means any person or persons appointed, employed, or contracted by the Governing Board pursuant to Section 4.4 (b) hereof.

"**Affiliate**" means, with respect to any person, another person directly or indirectly in control of, controlled by, or under common control with such person or any officer, director, partner, or employee of such person.

"**Balance"** for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash contributions by such Participant, cash payments to such Participants, expenses, and investment results.

"**Business Day**" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in New York City, New York, are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

"**Chief Fiscal Officer**" or "**Fiscal Officer**" of a Participant means, at any time, the fiscal officer of such Participant who is, at such time, charged by such Participant with the custody, investment, and administration of funds. For purposes of this Agreement, each Participant shall be deemed, at any time, to have only a single Fiscal Officer.

"**Cooperative Investment Agreement**" or "**Agreement**" means this temporary investment of moneys by more than one municipal corporation pursuant to a Municipal Corporation Agreement entered into in accordance with the provisions of the Act.

"**Contribution Procedures**" means the procedures for making contributions to the Investment Property adopted from time-to-time by the Governing Board.

"**Custodian**" means any person or persons appointed, employed, or contracted with the Lead Participant pursuant to Section 3.3 (b) hereof.

"**Custody Agreement**" means the agreement between the Lead Participant and a Custodian as the same may be amended from time-to-time.

"**Fund**" means a group or category of Permitted Investments established, maintained, and liquidated from time-to-time by the Chief Fiscal Officer pursuant to the Services Agreement and the Custody Agreement.

"**Governing Board**" shall administer the provisions of this Agreement and has the powers set forth in Article IV hereof.

"**Investment Advisor**" means any person or persons appointed, employed, or contracted by the Governing Board pursuant to Section 4.4 (b) hereof.

"**Investment Policy**" means the investment policy related to a Fund and the auditing procedures set forth in Exhibit A and Exhibit B as the same may be amended from time-to-time pursuant to Section 11.2 hereof.

"**Irrevocable Letter of Credit**" means an irrevocable letter of credit issued in favor of every Participant in the Agreement by a bank whose commercial paper and other unsecured short-term debt obligations (or in the case of a bank that is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or holding company) by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable Federal minimum risk-based capital requirements.

"**Investment Liability**" means any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the Investment Property pursuant to this Agreement.

"**Joint Agreement**" means any agreement entered into by the Governing Board pursuant to this Agreement.

"**Investment Property**" means any and all property, real, personal, or otherwise, tangible or intangible, comingled within a Fund, that is transferred, conveyed, or paid to the account of the Lead Participant by any Participant pursuant to Section 2.2 or 2.3 hereof and all proceeds, income, profits, and gains therefrom that have not been distributed to a Participant pursuant to Section 2.5 hereof used to discharge a Liability or offset by losses and expenses.

"**Investment Property Value**" means the value of any Investment Property net of the amount of the Investment Liabilities as determined pursuant to Section 2.4 hereof and the Valuation Procedures.

"**Laws**" means common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions, or decrees of any government or political subdivision or agency thereof or any court or similar entity established by any thereof.

"**Lead Fiscal Officer**" means, at any time, the Fiscal Officer of the Lead Participant at such time.

"**Lead Participant**" means any Participant that consents to acting as Lead Participant, but solely in its capacity as Lead Participant hereunder and not individually, that is nominated as Lead Participant and is appointed by a majority of the Governing Board and is appointed by an amendment hereto as provided in Section 11.2.

"**Payment Procedures**" means the procedures for requesting payments out of the one or more of the Funds as adopted from time-to-time by the Governing Board.

"**Permitted Investments**" means the types of investments set forth under the heading "Legally Permitted Investments" in Exhibit A hereto, as the same may from time-to-time be amended in accordance with this Agreement and held, unless registered, only in a bank or trust company located and authorized to do business in the state in United States funds and United States currency, and no investment shall be held in a foreign bank, a foreign country, or a foreign branch of the Custodian or in a United States bank's office or branch located in a foreign country.

"**Person**" means any municipal corporation, district, corporation, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, or agency of any government.

"**Services Agreement**" means the agreement between the Governing Board and the Administrator and/or Investment Advisor, as the same may be amended from time-to-time, providing for administrative and investment advisory services to the Governing Board.

"**Total Balances**" means the aggregate total of the Participants' balances within a Fund.

"**Valuation Procedures**" means the procedures for determining the Investment Value adopted from time-to-time by the Governing Board.

ARTICLE II

CONTRIBUTIONS, ADJUSTMENTS, AND PAYMENTS

2 .1. General.

Except as otherwise provided in this Agreement:

(a) no Participant shall have any beneficial interest in the Investment Property, including earnings;

(b) no Participant can be called upon to share or assume any Investment Liabilities, including losses in connection with the Investment Property, or suffer an assessment of any kind by virtue of its being a Participant;

(c) no Participant is entitled to any preference, preemptive, appraisal, conversion, or exchange rights of any kind in connection with this Agreement or the Investment Property;

(d) no Participant shall have any right to call for any partition or division of any Investment Property; and

(e) each Participant's rights under this Agreement shall be personal property giving only the rights specifically set forth in this Agreement.

2.2. Cash Contributions.

Unless otherwise determined by the Governing Board, each Participant may, from time-to-time, increase its balance by making a payment to the Custodian for the account of the Lead Participant in accordance with the Contribution Procedures. Each time that a Participant makes such a payment, its balance shall be increased (as of the time specified in the Contribution Procedures) by the amount of such payment. The minimum amount that may be contributed pursuant to this section 2.2 at any one time shall be the minimum contribution specified in the Contribution Procedures.

2.3. Other Contributions.

If previously approved by the Governing Board, each Participant may, from time-to-time, transfer to the Custodian for the account of the Lead Participant property of a type other than cash that is a Permitted Investment. Each such transfer must be made in accordance with the terms and conditions specified by the Governing Board. Each time that a Participant makes such a transfer, it shall receive a written confirmation of such transfer, and its balance shall be increased by the amount or according to the formula specified by the Governing Board. Any approval by the Governing Board in connection with this Section 2.3 shall be made in the sole discretion of the Governing Board and may specify such terms and conditions as the Governing Board may deem to be in the best interests of the Participants taken as a whole as evidenced by its adoption thereof.

2.4. Adjustments.

(a) Immediately upon the determination of the Investment Value on each business day pursuant to Section 2.4 (b) hereof or from time-to-time pursuant to Section 2.4 (c) hereof, the Participants' balances shall be increased or decreased proportionately (and rounded to the nearest whole cent) such that after such adjustment the total balances shall be equal, as nearly as practical, to the Investment Value as so determined.

(b) The Investment Value shall be determined once on each business day at the time and in the manner provided in the Valuation Procedures.

(c) In addition, the Governing Board may determine the Investment Value in the manner provided in the Valuation Procedures at or as of any additional time that the Governing Board may deem to be appropriate, as evidenced by its so doing.

(d) For purposes of calculating the Investment Value, the amount of any uncertain or contingent Investment Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Liability that has been approved from time-to-time by the Governing Board.

(e) For purposes of calculating the Investment Value, if the value of any part of the Investment Property is uncertain, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time-to-time by the Governing Board.

(f) A Participant's balance can also be adjusted as provided in section 2.7 hereof.

2.5. Payments.

(a) Subject to the terms and conditions of the Agreement:

(i) each Participant shall have the right from time-to-time to request, in accordance with the Payment Procedures, the payment of it, or on its behalf, of any amount (rounded to the nearest whole cent) that is less than or equal to its balance at the time that payment is made pursuant to such request; and

(ii) upon the receipt of any such request, the requested amount (rounded to the nearest whole cent) shall be paid out of the Investment Property to, or on behalf of, such Participant.

(b) Subject to the terms and conditions of this Agreement, the Governing Board may from time-to-time, in its discretion, pay to a Participant out of the Investment Property any amount (rounded to the nearest whole cent) that is less than or equal to such Participant's balance at the time payment is made.

(c) Whenever any payment is made to or on behalf of any Participant out of the Investment Property, such Participant's balance shall be reduced by the amount of such payment.

2.6. Suspension of Requests; Postponement of Payments.

(a) Each Participant agrees that the Governing Board may, without prior notice, temporarily suspend the Participants' right to request payments out of the Investment Property or postpone the time or date of payment for requests already made for the whole or any part of any period (i) during which trading in the securities generally on the New York Stock Exchange or the American Stock Exchange or the over-the-counter market shall have been suspended or minimum prices or maximum daily changes shall have been established on such exchange or market; (ii) a general banking moratorium shall have been declared by Federal or New York state authorities; or (iii) there shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it, in the judgment of the Governing Board, impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Value in accordance with the Valuation Procedures. Each Participant shall be immediately notified by telephone or telegraph in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Governing Board, and thereafter, there shall be no right to request or receive payment until the first to occur of: (a) the time at which the Governing Board declares the suspension or postponement at an end, such declaration to occur on the first day on which the period specified in clause (i) or (ii) above shall have expired and (b) the end of the first day on which the Governing board no longer reasonably believes that the period specified in clause (iii) above is continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

(b) Each Participant and the State Comptroller will receive immediate notification of any event or circumstance that may require a deferral of distributions or may cause investment losses not anticipated by the Investment Policy and of any other material adverse event relating to the investments made under this Agreement.

2.7. Records.

The Governing Board shall, or shall cause the Administrator to, collect and maintain for three years (or such longer period as may be required under any applicable laws) written records of all transactions affecting the Investment Property or the balances including but not limited to: (a) contributions by and payments to or on behalf of Participants; (b) acquisitions and dispositions of Investment Property; (c) pledges and releases of collateral securing the Investment Property; (d) determinations of the Investment value; (e) adjustments to the Participants' balances; and (f) the current balance for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate.

2.8. Confirmation.

Each Participant shall receive written confirmation of each contribution made by or distribution made to the Participant no later than the following business day after the contribution or distribution occurs.

ARTICLE III

THE LEAD PARTICIPANT

3.1. Term.

The Lead Participant shall continue to serve as Lead Participant until it resigns pursuant to this Article III, it withdraws from this Agreement pursuant to Section 7.3 hereof, or this Agreement is amended (pursuant to Section 11.2 hereof) to name a new Lead Participant.

3.2. Resignation.

The Lead Participant may resign as Lead Participant only upon giving at least ninety days' written notice of such resignation to the Governing Board.

3.3. Function.

(a) Monies to be invested pursuant to this Agreement and the investments made pursuant to this Cooperative Investment Agreement shall be held in the custody of the Lead Participant on behalf of all Participants. Monies or investments held in the custody of the Lead Participant shall not be commingled with other monies or investments of the Lead Participant.

(b) The Lead Participant shall at all times employ as Custodian a bank or trust company that qualifies under applicable New York Law as a custodian for investments of Participants and has been approved by both the Governing Board and the board of the Lead Participant. The Lead Participant may also authorize the Custodian to employ one or more Sub-Custodians from time-to-time that qualify under applicable New York Law as custodians for investments of Participants and have been approved by the Governing Board.

3.4. Lead Fiscal Officer.

The Lead Participant shall perform any and all of its duties under this Agreement through the Lead Fiscal Officer, and every decision made or action taken by the Lead Fiscal Officer in the name of the Lead Participant shall be for and on behalf of the Lead Participant acting on behalf of all the Participants. The Lead Participant hereby expressly authorized the Lead Fiscal Officer to take such actions in the name of and on behalf of the Lead Participant as he shall deem to be in the best interests of the Participants taken as a whole. In addition to any requirements under the applicable Laws, the Governing Board may require the Lead Fiscal Officer to be bonded upon such terms as it deems appropriate.

ARTICLE IV

THE GOVERNING BOARD

4.1. General.

(a) This Agreement shall be administered by a Governing Board. The numerical membership of the Governing Board shall be not less than ten percent of the total number of Participants in the Agreement as of April first of each year provided, however, that in no event shall the numerical membership be less than three except in those instances where this Agreement has only two Participants in which event the membership of the Governing Board shall be two; and provided further that in no event shall the numerical membership of the Governing Board be more than fifteen. All Governing Board members shall be Chief Fiscal Officers of Participants or such other officers or employees of Participants having knowledge and expertise in financial matters.

(b) A quorum of the Governing board members must be present to transact any Governing Board business. Two-thirds of the membership shall constitute a quorum. To transact any business or exercise any power, the Governing Board shall act by a majority vote of the members present at any meeting at which a quorum is in attendance. A member of the governing Board may designate a representative to attend meetings, vote, or otherwise act on his or her behalf. The Governing Board shall meet at least quarterly at dates and times to be established by the Governing Board.

(c) All Governing Board members must have an appropriate bond or undertaking in an amount to be determined by the Governing Board. The cost of such bond or undertaking shall be deemed to be an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement.

(d) No Governing Board member may receive compensation for service as a Governing Board member but may be reimbursed for actual and necessary expenses incurred in the performance of his or her official duties as a Governing Board member.

4.2. Terms and Election of Governing Board Members.

Of the initial Governing Board members, one-third shall serve one-year terms, one-third shall serve two-year terms, and one-third shall serve three year terms. Thereafter, all Governing Board members shall serve three-year terms. An annual election shall be held for those members whose terms have expired. The election of the initial Governing Board members shall be held eighty-five days after the date on which the participants enter into this Agreement. Thereafter, the Governing Board shall establish an annual date for the election. All Participants shall be given at least thirty days' notice of an election and the opportunity to vote by mail, proxy, or electronic means as defined by the Governing Board. Candidates for Governing Board membership shall be nominated by the Participants they represent.

4.3. Vacancies on the Governing Board.

If a member becomes ineligible for office because he or she is no longer the Chief Fiscal Officer or other officer or employee of a Participant; the municipal corporation he or she represents is no longer a Participant in the Agreement; or if for any other reason a member resigns or can no longer fulfill the obligations of membership, then the remaining members of the Governing Board may appoint an eligible Chief Fiscal Officer to fill the vacancy until the next annual election at which time the unexpired term of the vacancy shall be filled in the same manner as all Governing Board member positions.

4.4. Powers and Responsibilities of the Governing Board.

(a) The Governing Board shall have the following powers and responsibilities: (i) administering all aspects of this Agreement; (ii) entering into those contracts deemed appropriate to assist in the management of the Agreement; (iii) monitoring compliance with the investment policy established under this Agreement; (iv) monitoring compliance with the maturity limitations established under this Agreement; (v) monitoring compliance with the reporting and disclosure requirements established under this Agreement; (vi) testing the investments made pursuant to this Agreement at least once a month for sensitivity to changes in interest rates; (the Governing Board shall adopt a testing methodology that is reasonably designed to reliably quantify the effect of a change in interest rates on the market value of the investment portfolio); (vii) to secure an Irrevocable Letter of Credit in an amount sufficient to cover any potential losses as quantified pursuant to the testing described in part (vi) of this paragraph, the cost of such Irrevocable Letter of Credit to be deemed an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement; and (viii) should the Governing Board obtain a rating from a nationally recognized statistical rating organization, such rating and any subsequent changes therein shall be disclosed to each Participant.

(b) The Governing Board may procure the services of professionals such as an Administrator, Investment Advisor, Independent Auditor, Custodial Bank, and any other professional services it deems appropriate to assist the Governing Board in fulfilling its responsibilities under this Agreement provided that: (i) the professionals who will render such service, individually and collectively, shall meet all qualifications deemed appropriate by the Governing Board; (ii) the procurement of such services shall be in compliance with Section 104-b of the General Municipal Law subject to a request for proposal process at least every three years; (iii) the contracts for such services shall ensure compliance with the requirements of Sections 10 and 11of the General Municipal Law; and (iv) the charges, fees, and other compensation for any contracted serves shall be clearly stated in written service contracts.

4.5. Delegation of Powers.

The Governing Board may delegate the daily responsibilities of making investments decisions pursuant to this Agreement to the Lead Fiscal Officer of the Lead Participant provided that such delegation shall in no way relieve the Governing Board of its responsibilities under this

Agreement and provided further that such Lead Fiscal Officer has an appropriate bond or undertaking, the cost of which shall be deemed to be an expense in administering the investments made pursuant to this Agreement, in an amount to be determined by the Governing Board.

4.6. Investment Powers.

The Governing Board is permitted to make Permitted Investments only in accordance with this Agreement. Except as otherwise provided in this Agreement, the Governing Board shall have full authority and power to make any and all Permitted Investments within the limitations of this Agreement that it, in its absolute discretion, shall determine to be advisable and appropriate as evidenced by its so doing, regardless of whether such investments may be held or retained by trustees or fiduciaries. The Governing Board shall have no liability for loss with respect to Permitted Investments made within the terms of this Agreement, even if such investments were of a character, or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries.

4.7. Transactions Involving Affiliates.

Any provision of this Agreement to the contrary notwithstanding, except to the extent restricted by any applicable Law or the Investment Guidelines:

(a) the Governing Board may approve, enter into, and ratify transactions in which the Investment Advisor is acting as principal;

(b) without limiting the foregoing, the Governing Board may enter into transactions with any Participant, the Investment Advisor, the Administrator, the Custodian or any affiliate, officer, director, employee, or agent of any of the foregoing (except that in no event shall the Governing Board enter into any transaction with any of the officers, directors, employees, or agents of any Participant including but not limited to the Lead Fiscal Officer if (i) each such transaction has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the members of the Governing Board including a majority of the members then in office who are not affiliates of any person (other than the Participants as Participants) who is a party to the transaction and (ii) such transaction is, in the opinion of the Lead Fiscal Officer, as evidenced by a written declaration stating such opinion on terms fair and reasonable to the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Lead Fiscal Officer has knowledge) with organizations unaffiliated with the Participants or with the other person who is a party to the transaction;

(c) In the absence of fraud, a contract, act, or other transaction, made, done, or entered into by the Governing Board pursuant to this Agreement (unless entered into with any of the officers, directors, employees, or agents of any Participant including but not limited to the Lead Fiscal Officer) is valid, and no advisor, Participant, affiliate, member of the Governing Board, officer, employee, or agent of any of the foregoing (including but not limited to the Lead Participant) shall have any liability by reason of one or more of such persons, individually or jointly with others, being a party or parties to, being directly interested in, or

being affiliated with such contract, act, or transaction or any party thereto provided that such interest or affiliation is disclosed to the Governing Board and the Governing Board authorizes such contract, act, or other transaction in writing; and

(d) any advisor, Participant, affiliate, officer, employee, or agent of any of the foregoing may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, advisor, or employee of any person have business interests and engage in business activities in addition to those relating to this Agreement, which interests and activities may be similar to those contemplated by this Agreement and may include the acquisition, syndication, holding, management, operation, or disposition of securities, investments, and funds for such person's own account or for the account of other person(s). No person shall have any obligation to present to the Governing Board any investment opportunity that comes to him an any capacity other than solely as advisor, Lead Fiscal Officer, or Participant, even if such opportunity is of a character which, if presented to the Governing Board could be taken by the Governing Board.

4.8. No Borrowing.

Neither the Governing Board nor the Lead Participant shall have the power to borrow money or incur indebtedness under this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1. District or Municipal Corporation.

Each Participant hereby represents and warrants to the other Participants that it is a municipal corporation or district as such terms are defined in the Act.

5.2. Approvals.

Each Participant hereby represents and warrants to the other Participants that this Agreement has been approved by a majority vote of the voting strength of its governing body.

5.3. Hearings, Referenda, and Consents.

Each Participant hereby represents and warrants to the other participants that is has, to the extent any general or special law would require it to do so before performing by itself any function, power, or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda, and obtained all necessary consents of governmental agencies and satisfied all other requirements applicable to the making of contracts.

5.4. Execution; Enforceability.

Each Participant hereby represents and warrants to the other Participants that it has duly executed this Agreement in accordance with its internal procedures and that this Agreement is binding upon and enforceable against such Participant.

5.5. Accuracy of Certificates.

Each Participant hereby represents and warrants to the other Participants that each of the certificates delivered heretofore or hereafter by such Participant pursuant to this Agreement, as of the date specified therein, is true and complete and contains no material misstatements of fact or omissions that render them misleading to the Governing Board or any other Participant.

ARTICLE VI

COVENANTS

6.1. Source of Contributions.

Each Participant covenants that all contributions made to the Investment Property by it shall be from funds that it is permitted, pursuant to the provisions of the statutes, local laws, resolutions, ordinances, charters, code rules, regulations, and agreements applicable to such Participant to invest and otherwise apply in the manner contemplated by this Agreement.

6.2. Truth of Representations.

Each Participant covenants that it shall withdraw from this Agreement pursuant to Section 7.3 hereof prior to the time that any of the representations made by it pursuant to Article V hereof ceases to be true.

6.3. Resignation of Lead Participant.

The Lead Participant covenants that it shall not resign as Lead Participant except in accordance with Section 3.2 hereof.

6.4. Supplemental Information.

Each Participant covenants that if at any time any certificate delivered by it pursuant to this Agreement shall at such time be incomplete or false or contain material misstatements of fact or omissions that render it misleading (including but not limited to changes in incumbent officers), such Participant shall deliver promptly to the Governing Board a new certificate that sets forth the correct information.

6.5. Not a Money Market Fund.

No Fund shall be operated at any time by the Lead Participant or the Governing Board under the provisions of any Third Party Agreement as a "Rule 2a-7- like money market fund" as that term is defined in 17 C.F.R. 270.2a-7.

ARTICLE VII

PARTICIPANTS

7.1. General.

(a) Each Participant shall have an undivided interest in monies and investments held by the Lead Participant on behalf of the Participants in the proportion that the total amount of contributions made by that Participant bears to the total amount of contributions by all the Participants.

(b) Each Participant shall annually receive, and each prospective participant shall receive prior to their participation in the Agreement, an information statement that shall include the following: (i) a brief history of the Agreement; (ii) a description of the organization and terms of the Agreement including the powers and responsibilities of the Governing Board and the qualifications of any professionals retained under the Agreement; (iii) a description of the investment objectives, policies, and practices contained in the Agreement including those pertaining to liquidity, methodology for determining Participants' interests, distribution of earnings, and calculation of yield; (iv) a description of the current investments held under the Agreement; (v) a listing of any fees or charges to be incurred by Participants; (vi) a description of the required procedures for initiation and termination of participation in the Agreement; and (vii) such other material statements that the Governing Board in its sole judgment shall determine to be necessary or reasonable to disclose in the Information Statement.

7.2. Admission.

Each Participant (including but not limited to the Lead Participant) hereby expressly agrees that any district or municipal corporation (as defined in the Act) can enter into this Agreement and become a Participant upon its: (a) holding any necessary public hearings, conducting any necessary referenda, and obtaining any necessary consents of governmental agencies; (b) approving this Agreement by a majority vote of the voting strength of its governing body; (c) satisfying any other requirements applicable to its making contracts; (d) delivering to the Lead Participant an executed counterpart of this Agreement; and (e) delivering to the Lead Participant a certificate, in a form acceptable to the Lead Participant, to the effect that the requirements of clauses (a) through (c) above have been satisfied and setting forth such other information as the Lead Participant may require.

7.3. Withdrawal.

Any Participant except the Lead Participant may withdraw from this Agreement at any time upon written notice to the Lead Participant and the Governing Board. The Lead Participant may withdraw only upon at least ninety days' prior notice to all the other Participants. Upon its withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's balance be paid to such Participant. No withdrawal shall become effective until such Participant's balance is equal to zero and until such time, such Participant shall continue to possess all the rights and be subject to all the obligations arising from this Agreement.

7.4. Forced Withdrawal.

Any Participant that breaches any covenant contained in Article V hereof or for which any of the representations contained in Article VI hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 7.3 hereof immediately upon such breach or cessation but shall not be deemed to have requested the payment of its balance unless and until it either makes an actual payment request or the Governing Board makes a final determination that such a breach or cessation has occurred.

ARTICLE VIII

STATEMENTS AND REPORTS

8.1. Market Valuation.

The market value of investments made pursuant to this Agreement shall be determined at least monthly and whenever the method of valuation authorized by the Agreement does not accurately reflect the value of Participants' interests in such investments.

8.2. Reports.

(i) The Governing Board shall, or shall cause the Administrator to, deliver to all Participants at least once a year a report detailing the following information from the preceding twelve months: (a) the portfolio of investments currently held pursuant to the Agreement including for each investment the market value, time remaining to maturity, interest earned and realized, and unrealized gains and losses; (b) the overall investment results, yield, and weighted average maturity; (c) a list of the fees paid for all professional services procured under the Agreement; and (d) a statement of all other expenses incurred by the Governing Board in administering the Investments made pursuant to the Agreement.

(ii) The Governing Board shall contract to have an independent certified public accountant conduct an annual audit of the activities undertaken pursuant to this Agreement and that audit shall be made in accordance with generally accepted auditing standards. A

signed copy of such audit report shall be filed with the Governing Board within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed promptly to the State Comptroller and to each person who is a Participant at the close of the period covered thereby.

(iii) Each Participant shall receive a monthly statement that sets forth the following information for the preceding month: (a) all activity by the Participant; (b) the value of the Participant's interest under the Agreement at the beginning and end of the month; and (c) an itemization of all investments held under the Agreement as of the end of the month including the market value of each investment as of that date.

ARTICLE IX

THE INVESTMENT ADVISOR

9.1. Appointment.

The Governing Board is ultimately responsible for making all investment decisions regarding the Investment Property in accordance with the Investment Guidelines. Consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board may contract with the Investment Advisor. The Investment Advisor may also serve as the Administrator and/or the Custodian.

9.2. Sub-Investment Advisors.

The Governing Board may also authorize the Investment Advisor to employ one or more sub-investment advisors from time-to-time. Any sub-investment advisor may perform such of the acts and services of the Investment Advisor and upon such terms and conditions as may be agreed upon between the Investment Advisor and such sub-investment advisor.

9.3. Funds.

The Lead Participant shall cause the Custodian to establish a primary fund (the Government Fund) for the investment of Investment Property of the Participants. The Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in Exhibit A hereto. Notwithstanding anything in this Cooperative Agreement to the contrary, the Investment Advisor may, upon the direction of the Lead Participant and the Governing Board, direct the Custodian to establish other specially designated Funds, in addition to the Government Fund, with specified investment characteristics that may be more limited than the Investment Property but may not be broader. The Investment Advisor, in concert with the Lead Participant, may cause the Custodian to establish any such Funds once the Board and the Lead Participant have approved in writing the investment characteristics of any such Funds. If established, any such Funds shall consist only of Permitted Investments, and the investment characteristics of each such Fund shall be set forth in a separate investment policy

made as an exhibit to this Cooperative Agreement titled "Exhibit – A" with the applicable number being inserted in the blank and discussed in an Information Statement to Participants. The establishment of such Funds shall be deemed an amendment of this Cooperative Agreement as described in Section 11.2. According to the contribution and reporting procedures set forth in Section 2 and Section 7 hereof, a Participant may direct the Lead Participant to invest its monies in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor may cause to be maintained a separate rating on each such Fund. All provisions of this Cooperation Agreement and the Investment Advisor Agreement shall apply to any such Funds.

9.4. Special Subaccounts.

Notwithstanding anything in this Cooperation Agreement to the contrary, the Investment Advisor from time-to-time may propose to the Participants that the Participants establish specially designated, individualized subaccounts within any Fund with investment, withdrawal, contribution, or other characteristics different, but no broader, than those set forth in this Cooperation Agreement. Such characteristics may include without limitation certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees as set forth in the Services Agreement. A Participant in its sole discretion may create such proposed special, individualized subaccounts within any Fund. Any special subaccount that is created pursuant to this Section 9.4 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such special subaccount are amended by the specific Participant with such subaccount. In order to amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such special subaccount. Such investment policy may not be broader than the Investment Policy of Government Fund attached to this Cooperative Agreement as Exhibit A or if a subaccount is created for a Government Fund, such investment policy may not be broader than the investment policy outlined in the exhibit corresponding to such Government Fund, and in no case shall it be broader than the investment policy contained in Exhibit A hereto. The establishment of such special subaccounts and the amendment of the investment policy for such subaccount shall not be deemed an amendment of the Cooperation Agreement. The Investment Advisor shall calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for other Participants.

ARTICLE X

THE ADMINISTRATOR

10.1. Appointment.

The Governing Board is primarily responsible for the general supervision and administration of the Investment Property. However, the Governing Board is not required personally to perform all of the administrative tasks required under the Agreement and, consistent with the

Governing Board's ultimate responsibility as stated herein, the Governing Board shall an Administrator for purposes of this Agreement and may grant or delegate such administrative authority to perform ministerial functions to the Administrator or to any other person the services of whom are obtained by the Administrator, provided that no investment discretion can be delegated to the Administrator. The Governing Board may appoint one or more persons to serve jointly as co-administrators. The Administrator may also serve as the Investment Advisor and/or the Custodian.

10.2. Successors.

In the event that, at any time, the Administrator shall resign or shall be terminated pursuant to the provisions of the Services Agreement, the Governing Board may appoint a successor thereto in accordance with Section 11.1and 11.2.

ARTICLE XI

AMENDMENT AND TERMINATION

11.1. Amendment.

This Agreement, including the Exhibits hereto, can be amended by the Participants from time-to-time as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the proposed amendment and declaring its advisability.

(b) The Governing Board shall promptly, and in any event within five business days, notify each Participant (i) of the terms of the proposed amendment, (ii) of the date on which such resolution was adopted, and (iii) that each Participant has sixty (60) days from the date of the adoption of such resolution by the Governing Board to approve the proposed amendment.

(c) Sixty (60) days after the date of the adoption of such resolution, each Participant shall be deemed to have given notice of withdrawal pursuant to Section 7.3 hereof unless it has theretofore delivered to the Governing Board an executed counterpart of the proposed amendment and a certificate, to be provided by the Governing board, stating that the necessary actions have been taken for the Participant to approve the proposed amendment.

(d) The proposed amendment shall become effective once the withdrawal of every Participant deemed to have given notice of withdrawal under Section 11.1 (c) in connection with the proposed amendment has become effective.

11.2. Streamlined Steps for Certain Amendments.

The provisions of Section 11.1 to the contrary notwithstanding, if an amendment is to effect a replacement of the Lead Agent with another Participant consenting to serve as such, or to

replace the Administrator or the Custodian, or to make related changes to the Agreement reasonably necessary or convenient to accommodate the Lead Agent, Administrator, or Custodian (such as, without limitation, changes to responsibilities and compensation) that are, in the determination of the Governing Board, expected to be in the best interest of the Participants (such as creating Funds and instituting further restrictions to Investment Policy) taken as a whole, the procedures of this Section 11.2 shall apply as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the amendment and including the identity of any replacement Administrator, the replacement Custodian, or the Participant who is to become Lead Participant and the date upon which such amendment is to become effective. In lieu of establishing such date in the resolution, the Governing Board may delegate the authority to establish such date to the Chair;

(b) The Executive Director shall promptly, and in any event within five (5) business days, notify each Participant of the terms of the amendment and the date on which such resolution was adopted; and

(c) Such amendment shall not become effective until at least thirty (30) days have elapsed since the notification of each Participant. Participants who have not withdrawn by such time shall be deemed to have consented to such.

11.3. Termination.

(a) This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto. This Agreement shall terminate automatically if: (i) at any time after October 20, 1999, there are fewer than two Participants; or (ii) this Agreement is not amended to name a new Lead Participant on or before the day that is immediately prior to the date on which the resignation or withdrawal of the Lead Participant would otherwise become effective.

(b) Upon the termination of the Agreement pursuant to this Section 11.3:

(i) The Governing Board shall carry on no business in connection with the Investment Property except for the purpose of satisfying the Investment Liabilities and winding up its affairs in connection with the Investment Property;

(ii) The Governing Board shall proceed to wind up its affairs in connection with the Investment Property, and all of the powers of the Governing Board, Lead Participant, the Lead Fiscal Officer, and the advisors under this Agreement shall continue until the affairs of the Governing Board in connection with the Investment Property shall have been wound up including but not limited to the power to fulfill or discharge obligations under the Investment Agreements, collect amounts owed, sell, covey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge

or pay Investment Liabilities, and do all other acts appropriate to liquidate its affairs in connection with the Investment Property; and

(iii) After paying or adequately providing for the payment of all Investment Liabilities, and upon receipt of such releases, indemnities, and refunding agreements as the Governing Board deems necessary for its protection, the Governing Board may distribute the remaining Investment property, in cash or in kind or partly in each, among the Participants according to their respective proportionate balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the Governing Board shall execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Governing Board, Lead Participant, Lead Fiscal Officer, Participants, and advisors shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged provided that Section 2.7 hereof shall survive any termination of this Agreement.

(d) If this Agreement is terminated pursuant to Section 11.3 (a) (ii) hereof, the resignation and/or withdrawal of the Lead Participant shall be postponed until the instrument contemplated by Section 11.3 (c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

ARTICLE XII

MISCELLANEOUS

12.1. Governing Law.

This Agreement is executed by the Participant and delivered in the state of New York and with reference to the laws thereof and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the state of New York.

12.2. Counterparts.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by and such original counterpart.

12.3. Reliance by Third Parties.

Any person dealing with the Governing Board shall be entitled to rely upon a certificate executed by a person who, according to the records maintained hereunder, appears to be a Governing Board member with respect to any of the following matters: (i) the number or identity of advisors or Participants; (ii) the identity of the Lead Participant or the Lead Fiscal

Officer; (iii) the due authorization of the execution of any instrument or writing; or (iv) the existence of any fact or facts which in any manner relate to this Agreement.

12.4. Provisions in Conflict with Law.

The provisions of this Agreement are severable and if any one or more of such provisions (the Conflicting Provisions) are in conflict with any applicable laws, the Conflicting Provisions shall be deemed to have never constituted a part of this Agreement, and this Agreement may be amended pursuant to Section 11.1 hereof to remove the Conflicting Provisions provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including but not limited to selection of the Lead Participant, election of Governing Board members, and the designation of advisors) prior to the discovery or removal of the Conflicting Provisions.

12.5. Gender; Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction, or effect.

12.6. No Assignment.

No Participant may sell, assign, pledge, or otherwise transfer any of its rights or benefits under this Agreement to any other person, and any purported sale, assignment, pledge, or other transfer shall be null and void.

12.7. No Partnership.

Notwithstanding any provision hereof to the contrary, this Agreement does not constitute an association of two or more persons to carry on as co-owners a business for profit, and none of the Participants intends this Agreement to constitute a partnership or any other Investment venture or association. Furthermore, none of the Participants has any authority hereunder to personally bind or act as agent for another Participant in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein.

12.8. Construction of Powers.

In construing the provisions of Section 4.4 hereof, the presumption shall be in favor of a grant of power to the Governing Board. The Governing Board shall not be required to obtain any court order to deal with the Investment Property.

12.9. Notice.

Unless otherwise specified in this Agreement, all notices required to be sent under this Agreement: (a) shall be in writing, (b) shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records maintained by the Governing Board or via electronic mail and NYCLASS website posting, and (c) shall be deemed to have been given on the day of such mailing or posting.

IN WITNESS WHEREOF, the Lead Participant has caused this Agreement to be executed in its name and its behalf as of the date first written above.

Lead Participant

By:

Name:

_____

Title:

_____

EXHIBIT A

This Investment Policy restricts the New York Cooperative Liquid Assets Security System (NYCLASS) portfolio to the following and such other investments as may be authorized in the future for Participants under State law:

- It is the NYCLASS Governing Board's intention to maintain the value of each Participant's interest in the Cooperative investments at a stable value of $1.00.
- Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment.
- Obligations of the State of New York.
- Obligations issued pursuant to section 24.00 or 25.00 of the local finance law (with the approval of the State Comptroller) by any municipality, school district or district corporation not participating in the Cooperative.
- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York, collateralized in accordance with the provisions of General Municipal Law, Section 10, or in accordance with all of the following conditions:

    1. The moneys are invested through a bank or trust company located and authorized to do business in New York.
    2. The bank or trust company arranges for the deposit of moneys in certificates of deposit in one or more banking institutions, as defined by section nine-r of the banking law, for the account of NYCLASS.
    3. The full amount of the principal and accrued interest of each such certificate of deposit must be insured by the federal deposit insurance corporation.
    4. The bank or trust company acts as custodian for NYCLASS with respect to such certificates of deposit issued for NYCLASS's account.
    5. At the same time that NYCLASS's moneys are deposited and the certificates of deposit are issued for the account of NYCLASS, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by NYCLASS through the bank or trust company.

- Special time deposits may be maintained only with, and certificates of deposits may be purchased only from, creditworthy banks and trust companies.
- Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities which have a short term issuer credit rating (actual or imputed) of at least A-1 by Standard & Poor's.

- No more than 25% of the portfolio may be invested overnight with any one counterparty, unless the counterparty is rated A-1+ by Standard & Poor's, then no more than 50% of the portfolio may be invested overnight with such a counterparty.

- A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement, 1996 version) and applicable NYCLASS annexes must be signed by all parties and on file prior to executing any transaction.

- Tri-party repurchase agreements are permissible with NYCLASS Board approved counterparties and 3rd party custodians (acting for both the party and the counterparty). Written Tri-party custodian agreements (in addition to The Bond Market Association 1996 standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction. Tri-party repurchase agreements shall not exceed 30 calendar days.

- Collateral (purchased securities) shall be limited to the following and shall be indicated as such on Schedule 1 'Schedule of Eligible Securities' of the Tri-party custodian agreement: U.S. Treasuries (Bills, Bonds, Notes, Strips), GNMA I/II Others-Fixed Rate and GNMA I/II Others-Adjust Rate.

- Term repurchase agreements ("TRA's") are considered eligible investments under the following conditions:

    - For TRA's between 2 to 5 business days:
    - A maximum of 10% of the portfolio with any one dealer
    - For TRA's with maturities of more than 5 business days: A maximum of 5% of the portfolio
    - TRA's shall not exceed 30 calendar days

- TRA's shall fulfill all requirements of the 1996 version of The Bond Market Association master repurchase agreement.

- The Repurchase Agreements between NYCLASS and the various approved counterparties require that the aggregate market value of all Purchased Securities from any particular counterparty be at least 102% (the "Margin") of the aggregate Purchase Price of the Purchased Securities.

- The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing positive relationships between NYCLASS and the various counterparties; that accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the Portfolio Manager may use discretion before directing that a counterparty supply Additional Purchased Securities until such time as the Margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the Portfolio Manager shall notify the counterparty to provide sufficient Additional Securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next business day.

- The maximum final maturity per fixed rate security fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment is 13 months (397 days).

- The maximum final maturity per floating rate security fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment is two years (762 days).

- The weighted average maturity to reset cannot exceed 60 days.

- The weighted average maturity to final cannot exceed 120 days.

Executed on: June 6, 2018
Executed on: May 10, 2019
Approved on: February 16, 2024

EXHIBIT B

This Investment Policy restricts the New York Cooperative Liquid Assets Security System (NYCLASS) Prime portfolio to the following and such other investments as may be authorized in the future for Participants under State law:

- It is the NYCLASS Governing Board's intention to maintain the value of each Participant's interest in the Cooperative investments at a stable value of $1.00.

- Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment.

- Obligations of, or instruments issued by or fully guaranteed as to principal and interest by, any agency or instrumentality of the United States acting pursuant to a grant of authority from the congress of the United States, including but not limited to, any federal home loan bank or banks, the Tennessee valley authority, the federal national mortgage association, the federal home loan mortgage corporation and the United States postal service, provided, however, that no more than two hundred fifty million dollars may be invested in such obligations of any one agency.

- Obligations of the State of New York.

- Obligations issued pursuant to section 24.00 or 25.00 of the local finance law (with the approval of the State Comptroller) by any municipality, school district or district corporation not participating in the Cooperative.

- General obligation bonds and notes of any state other than this state, provided that such bonds and notes receive the highest rating of at least one independent rating agency designated by the state comptroller.

- Obligations of any corporation organized under the laws of any state in the United States maturing within two hundred seventy days, provided that such obligations receive the highest rating of two independent rating services designated by the state comptroller and that the issuer of such obligations has maintained such ratings on similar obligations during the preceding six months, provided, however, that the issuer of such obligations need not have received such rating during the prior six month period if such issuer has received the highest rating of two independent rating services designated by the state comptroller and is the successor or wholly owned subsidiary of an issuer that has maintained such ratings on similar obligations during the preceding six month period or if the issuer is the product of a merger of two or more issuers, one of which has maintained such ratings on similar obligations during the preceding six month period, provided, however, that no more than

two hundred fifty million dollars may be invested in such obligations of any one corporation.

- Bankers' acceptances maturing within two hundred seventy days which are eligible for purchase in the open market by federal reserve banks and which have been accepted by a bank or trust company which is organized under the laws of the United States or of any state thereof and which is a member of the federal reserve system and whose short-term obligations receive the highest rating of two independent rating services designated by the state comptroller and that the issuer of such obligations has maintained such ratings on similar obligations during the preceding six months, provided, however, that the issuer of such obligations need not have received such rating during the prior six month period if such issuer has received the highest rating of two independent rating services designated by the state comptroller and is the successor or wholly owned subsidiary of an issuer that has maintained such ratings on similar obligations during the preceding six month period or if the issuer is the product of a merger of two or more issuers, one of which has maintained such ratings on similar obligations during the preceding six month period, provided, however, that no more than two hundred fifty million dollars may be invested in such bankers' acceptances of any one bank or trust company

- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York, collateralized in accordance with the provisions of General Municipal Law, Section 10, or in accordance with all of the following conditions:

    1. The moneys are invested through a bank or trust company located and authorized to do business in New York.

    2. The bank or trust company arranges for the deposit of moneys in certificates of deposit in one or more banking institutions, as defined by section nine-r of the banking law, for the account of NYCLASS.

    3. The full amount of the principal and accrued interest of each such certificate of deposit must be insured by the federal deposit insurance corporation.

    4. The bank or trust company acts as custodian for NYCLASS with respect to such certificates of deposit issued for NYCLASS’s account.

    5. At the same time that NYCLASS’s moneys are deposited and the certificates of deposit are issued for the account of NYCLASS, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by NYCLASS through the bank or trust company.

- Special time deposits may be maintained only with, and certificates of deposits may be

purchased only from, creditworthy banks and trust companies.

- No-load money market mutual funds registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, 2 as amended, provided that such funds are limited to investments in obligations issued or guaranteed by the United States of America or in obligations of agencies or instrumentalities of the United States of America where the payment of principal and interest are guaranteed by the United States of America (including contracts for the sale and repurchase of any such obligations), and are rated in the highest rating category by at least one nationally recognized statistical rating organization, provided, however, that no more than two hundred fifty million dollars may be invested in such funds.

- Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities which have a short term issuer credit rating (actual or imputed) of at least A-1 by Standard & Poor's.

  No more than 25% of the portfolio may be invested overnight with any one counterparty, unless the counterparty is rated A-1+ by Standard & Poor's, then no more than 50% of the portfolio may be invested overnight with such a counterparty.

  A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement, 1996 version) and applicable NYCLASS annexes must be signed by all parties and on file prior to executing any transaction.

  Tri-party repurchase agreements are permissible with NYCLASS Board approved counterparties and 3rd party custodians (acting for both the party and the counterparty). Written Tri-party custodian agreements (in addition to The Bond Market Association 1996 standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction. Tri-party repurchase agreements shall not exceed 30 calendar days.

  Collateral (purchased securities) shall be limited to the following and shall be indicated as such on Schedule 1 'Schedule of Eligible Securities' of the Tri-party custodian agreement: U.S. Treasuries (Bills, Bonds, Notes, Strips), GNMA I/II Others-Fixed Rate and GNMA I/II Others-Adjust Rate.

  Term repurchase agreements ("TRA's") are considered eligible investments under the following conditions:

  For TRA's between 2 to 5 business days:
  A maximum of 10% of the portfolio with any one dealer

For TRA's with maturities of more than 5 business days: A maximum of 5% of the portfolio.

TRA's shall not exceed 30 calendar days.

TRA's shall fulfill all requirements of the 1996 version of The Bond Market Association master repurchase agreement.

The Repurchase Agreements between NYCLASS and the various approved counterparties require that the aggregate market value of all Purchased Securities from any particular counterparty be at least 102% (the "Margin") of the aggregate Purchase Price of the Purchased Securities.

The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing positive relationships between NYCLASS and the various counterparties; that accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the Portfolio Manager may use discretion before directing that a counterparty supply Additional Purchased Securities until such time as the Margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the Portfolio Manager shall notify the counterparty to provide sufficient Additional Securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next business day.

- The maximum final maturity per fixed rate security fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment is 13 months (397 days).
- The maximum final maturity per floating rate security fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment is two years (762 days).
- The weighted average maturity to reset cannot exceed 60 days.
- The weighted average maturity to final cannot exceed 120 days.

Executed on: November 19, 2021
Approved on: February 16, 2024

By Alderperson :**Council as a Whole**

#3

Seconded by Alderperson:_____

A RESOLUTION AMENDING THE 2025-2026 BUDGET – FIRE DEPARTMENT

WHEREAS, as a result of the efforts of the City Fire Chief and his staff, and the generosity of certain residents and local businesses, the Fire Department periodically received donations towards the purchase of equipment to be used by the City's Fire Department, and

WHEREAS, the total amount of this donation is $450.00, received from the Northern NY Community Foundation.

NOW, THEREFORE BE IT RESOLVED, that the Common Council for the City of Rensselaer hereby amends the 2024-2025 Adopted Budget as follows below,

	DEPARTMENTAL APPROPRIATION LINE(S)				
Line Item	Description	Present	Change	Revised	Current Line Balance
A.3410.7250	Other Equipment	128044.05	450.00	128494.05	78080.05
	GENERAL FUND REVENUE (A.0000)				
Line Item	Description	Present	Change	Revised	
A.0000.2705	Gifts and Donations	80,000.00	450.00	80,450.00	55,000.00

Approved as to form and sufficiency

This 1st day of October, 2025

_____

Corporation Counsel

_____

Mayor

James Van Vorst	☐ Aye	☐ No	☐ Abstain	☐ Absent
Ernest K. Dambrose	☐ Aye	☐ No	☐ Abstain	☐ Absent
Bryan Leahey	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
John DeFrancesco	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Lopez

Northern New York
Community Foundation

SINCE 1929

September 3, 2025

Nancy Hardt, City Clerk
City of Rensselaer
62 Washington Street, Fl 2
Rensselaer, NY 12144

Dear Nancy:

We are pleased to make a $450.00 grant to your organization on behalf of the Peyton Lane S. Morse Legacy Foundation of the Northern New York Community Foundation, which we are honored to administer.

Under your full control and discretion, this grant is designated as support for the City of Rensselaer Fire Department to purchase three "Pike" roof hook poles.

By accepting this grant, your organization agrees to use the grant exclusively in furtherance of its tax-exempt purposes. Please notify us immediately if that is not the case. In accordance with IRS regulations, we are required to inform you that no goods or services may be provided to any individual in consideration for this grant.

We suggest that you thank David Morse and Stacy Snyder-Morse at the address below. However, your organization should not provide a tax receipt for this grant as it was made from a donor-advised fund and the donors would have claimed any charitable deduction when they made the initial gift to the Community Foundation.

More than ninety years ago, the people of the North Country had the heart and vision to establish a Community Foundation to connect the generosity of donors with the things they are most passionate about. We are proud to be a partner in helping facilitate the support of the work and mission of your organization. If you have any questions, please contact us at (315) 782-7110. Thank you.

In partnership for a better community,

Rande S. Richardson
Executive Director

cc: Peyton Lane S. Morse Legacy Foundation
c/o David Morse and Stacy Snyder-Morse
20010 County Route 181
LaFargeville, NY 13656

PAYMENT DATE
09/18/2025

COLLECTION STATION
Back Office

RECEIVED FROM
NORTHERN NEW YORK COMMUNITY FOUNDATION

DESCRIPTION
DONATION TO RFD

City of Rensselaer, New York

PAID

SEP 18 2025

CITY OF RENSSELAER
TREASURER'S OFFICE

BATCH NO.
2026-02000092

RECEIPT NO.
2026-00001920

CASHIER
Dominique Bailey

ENTRY DATE
09/18/2025 11:03:05 AM

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
Gifts/Donations	Specific Gifts and Donations DONATION TO RFD	$450.00

Payments:

Type	Detail	Amount
Check	55515	$450.00

Total Cash	**$0.00**
Total Check	**$450.00**
Total Charge	**$0.00**
Total Wire	**$0.00**
Total Other	**$0.00**
Total Remitted	**$450.00**
Change	**$0.00**
Total Received	**$450.00**

Total Amount: **$450.00**

Customer Copy

NORTHERN NEW YORK COMMUNITY FOUNDATION, INC.

55515

City of Rensselaer	9/3/2025	
Support for the City of Rensselaer Fire Department to purchase three firehooks	8/14/2025	$450.00

CHECK TOTAL: $450.00

Northern New York Community Foundation, Inc.
131 Washington St. • Watertown, NY 13601 • 315-782-7110

WATERTOWN SAVINGS BANK
WATERTOWN, NY 13601

50-7135/2213

55515

DATE 9/3/2025

AMOUNT ***$450.00

*** Four Hundred Fifty And 00/100

PAY TO THE ORDER OF

City of Rensselaer
62 Washington Street, Fl 2
Rensselaer, NY 12144

VOID AFTER 90 DA

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER $25,000.00

(877) 637-3473

Quote

Quote #	QT1970059
Date	08/13/2025
Expires	08/28/2025
Sales Rep	Walsh, Kevin J
Shipping Method	FedEx Ground
Customer	RENSSELAER FIRE, CITY OF (NY)
Customer #	C36062

Bill To
Chief Brooking
Chief Bill Brookings
2 ST. FRANCIS PLACE
RENSSELAER NY 12144
United States

Ship To
RENSSELAER FIRE (NY) CITY OF
A/C Brooking
959 BROADWAY
RENSSELAER NY 12144-2120
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
RH-6			Firehooks Unlimited New York Roof Hook - 6 foot	3	$140.00	$420.00

Subtotal	$420.00
Shipping Cost	$0.00
Tax Total	$0.00
Total	$420.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1970059

#4

By Alderperson: COUNCIL AS A WHOLE

Seconded by Alderperson: _____

A RESOLUTION HONORING NATIONAL ALZHEIMER'S DAY AND RECOGNIZING WALK TO END ALZHEIMERS ON SATURDAY, OCTOBER 11, 2025

WHEREAS, World Alzheimer's Day is celebrated on September 21 each year. On this day, the world concentrates its efforts on creating awareness of Alzheimer's disease. The disease is among the most prevalent forms of dementia; a set of disorders that disrupt mental function. World Alzheimer's Day is the perfect opportunity for us to raise our voices and find new ways of fighting the disease's effects, and

WHEREAS, Alzheimer's disease is a progressive neurodegenerative brain disorder which robs individuals of their memories, leads to progressive mental and physical impairments and there are no known treatments to prevent or cure it, let alone slow the progression of the disease; and

WHEREAS, A leading cause of death in seniors, Alzheimer's causes a heartbreaking human toll, the scientific community continues to make strides toward a better understanding of Alzheimer's and, ultimately, a cure. It is critical that we do all we can to expedite progress and alleviate the suffering caused by this disease, and

WHEREAS, Melissa Gilluley lost her mother, Judith S to Alzheimer's on March 3, 2022, and felt compelled to Walk here in Rensselaer in union with the Alzheimer's Association Walk at the Crossings in the Town of Colonie on the same day, and

WHEREAS, Melissa Gilluley has organized a local Walk to End Alzheimer's with Team Judith S on Saturday, October 11, 2025, in the City of Rensselaer, and

WHEREAS, The Walk will be escorted by the Rensselaer Police Department and will begin at the Rensselaer Police Department, 201 Broadway at 1:00 pm and will go across Veterans Crossing Bridge and end at the Gerald O'Neil Post, #1683, 836 Broadway.

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer recognizes World Alzheimer's Day, and

BE IT FURTHER RESOLVED, that the Mayor, Council, City Clerk, and Treasurer encourage all to join in recognition and support of Ms. Gilluley for her efforts organizing the Walk for Alzheimer's here in the City of Rensselaer.

Approved as to form and sufficiency
this 1st Day of October 2025

_____
Corporation Counsel

James Van Vorst	☐ Aye	☐ No	☐ Abstain	☐ Absent
Ernest K. Dambrose	☐ Aye	☐ No	☐ Abstain	☐ Absent
Bryan ~~Leahey~~ Lopez	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
John DeFrancesco	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved by:

_____
Mayor

By Alderperson : COUNCIL AS A WHOLE #5

Seconded by Alderperson :

A Superseding Resolution authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore

WHEREAS, a Project **PSAP City of Rensselaer Pedestrian Improvements**, **P.I.N. 1760.94** (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 100 % Federal funds and 0% non-federal funds; and

WHEREAS, the City of Rensselaer desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design and Construction/CI

NOW, THEREFORE, the City Council duly convened does hereby

RESOLVE, that the City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the City Council hereby authorizes the City of Rensselaer to pay in the first instance 100% of the federal and non-federal share of the cost of Design and Construction/CI work for the Project or portions thereof; and it is further

RESOLVED, that the sum of $40,260.00 will be appropriated from the GENERAL FUND and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that the additional sum of $13,406.00 will be appropriated from the GENERAL FUND and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of the City of Rensselaer shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Mayor of the City of Rensselaer be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Rensselaer with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project and it is further

RESOLVED, this Resolution shall take effect immediately

Approved as to form and sufficiency
this 1st day of October, 2025.

_____
Corporation Counsel

SO APPROVED!

_____
Mayor

James Van Vorst	☐ Aye	☐ No	☐ Abstain	☐ Absent
Ernest K. Dambrose	☐ Aye	☐ No	☐ Abstain	☐ Absent
Bryan Leahey	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
John DeFrancesco	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

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

I, the undersigned, City Clerk of the City Rensselaer

DO HEREBY CERTIFY that I have compared the above copy of a resolution adopted October 1st, 2025 with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said City of Rensselaer

This _____ day of _____, 2025.

_____
City Clerk

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 1760.94

OSC Contract #: D036290

Contract Start Date: 5/16/2019 (mm/dd/yyyy) **Contract End Date:** 5/16/2029 (mm/dd/yyyy)
☐ *Check, if date changed from the last Schedule A*

Purpose: ☐ Original Standard Agreement ☒ Supplemental Schedule A No. 2

Agreement Type: ☒ Locally Administered Municipality/Sponsor (Contract Payee): City of Rensselaer
Other Municipality/Sponsor (if applicable):

☐ State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share

Authorized Project Phase(s) to which this Schedule applies: ☐ PE/Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction/CI/CS

Work Type: BIKE/PED./FACILITIES **County** (If different from Municipality): Rensselaer

(Check, if Project Description has changed from last Schedule A): ☐
Project Description: PSAP - City of Rensselaer Pedestrian Improvements, City of Rensselaer, Rensselaer County

Marchiselli Eligible ☐ **Yes** ☒ **No**

A. Summary of Participating Costs FOR ALL PHASES

For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1760.94.121	Current	Other (see FN)	$50,000.00	$50,000.00	$0.00	$0.00	$0.00
	Old		$50,000.00	$50,000.00	$0.00	$0.00	$0.00
1760.94.321	Current	Other (see FN)	$450,000.00	$450,000.00	$0.00	$0.00	$0.00
	Old		$409,740.00	$409,740.00	$0.00	$0.00	$0.00
1760.94.321	Current	HSIP	$14,896.00	$13,406.00	$0.00	$1,490.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
TOTAL CURRENT COSTS:			$514,896.00	$513,406.00	$ 0.00	$1,490.00	$ 0.00

NYSDOT/State-Local Agreement – Schedule A **PIN 1760.94**

B. Local Deposit(s) from Section A:	$ 0.00
Additional Local Deposit(s)	$0.00
Total Local Deposit(s)	$ 0.00

C. Total Project Costs *All totals will calculate automatically.*

Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
$513,406.00	$ 0.00	$1,490.00	$514,896.00
		Total FEDERAL Cost	$513,406.00
		Total STATE Cost	$ 0.00
		SFS TOTAL CONTRACT AMOUNT	**$513,406.00**

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: **Alex Poland** Phone No: 518-485-0655

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See LPB's SharePoint for link to sample footnotes)

- This SLA#2 is for the Construction phase of this project adding $55,156.00. This is split into the rest of the PSAP total project award that is 100% federally funded that totals $500,000.00. The rest is extra construction funds needed from the engineer's estimate that is using current HSIP 90/10 funds.
  - This Supplemental Agreement #1 adds the PSAP Construction phase of the project and reflects Engineer's Estimate. Construction = $354,940.00, CI = $54,800.00
  - The Master Agreement was for the PSAP Design phase of the project. Preliminary Design = $25,001.00, Detailed Design = $24,999.00.
  - This project is funded with PSAP funds at 100% Federal reimbursement and isnot Marchiselli eligible.

Sponsor:**City of Rensselaer**
PIN: **1760.94** BIN: _____
Comptroller's Contract No. **D036290**
Supplemental Agreement No.**1**
Date Prepared:**9/16/2025** By:RBG
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D036290 *(Comptroller's Contract No.)*

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

City of Rensselaer (the Sponsor)
Acting by and through the **Mayor**
with its office at **62 Washington Street, Rensselaer, NY 12144.**

This amends the existing Agreement between the parties in the following respects only *(check applicable categories):*

☒ Amends a previously adopted Schedule A by *(check as applicable)*:

- ☐ amending a project description
- ☒ amending the contract end date
- ☒ amending the scheduled funding by:
  - ☒ adding additional funding (*check and enter the # phase(s) as applicable)*:
    - ☒ adding phase **Construction/CI** which covers eligible costs incurred on/after **2/7/2024**
    - ☐ adding phase _____ which covers eligible costs incurred on/after __/__/____
  - ☐ increasing funding for a project phase(s)
  - ☐ adding a pin extension
  - ☐ change from Non-Marchiselli to Marchiselli
  - ☐ deleting/reducing funding for a project phase(s)
  - ☐ other (_____)

☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

☐ Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

☐ Amends the text of the Agreement as follows *(insert text below)*:

Sponsor:**City of Rensselaer**
PIN: **1760.94** BIN: _____
Comptroller's Contract No. **D036290**
Supplemental Agreement No.**1**
Date Prepared:**9/16/2025** By:RBG

Press F1 for instructions in the blank fields: Initials

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

By: _____

Print Name: _____

Title: _____

SPONSOR ATTORNEY:

By: _____

Print Name: _____

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

On this _____ day of _____, 20___ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

DRAFT

_____
Notary Public

DRAFT

APPROVED FOR NYSDOT:

BY:_____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

DRAFT

COMPTROLLER'S APPROVAL:

By:_____
For the New York State Comptroller
Pursuant to State Finance Law '112

#6

Motion By: Council As A Whole

Seconded By: _____

A RESOLUTION TO ACCEPT A U.S. DEPARTMENT OF HOMELAND SECURITY GRANT OF $237,090.00 FROM THE FISCAL YEAR (FY) 2024 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM FOR THE CITY OF RENSSELAER FIRE DEPARTMENT

WHEREAS, the City of Rensselaer Fire Department applied to the U.S. Department of Homeland Security for Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding; and

WHEREAS, on September 20, 2025 the City of Rensselaer Fire Department received a letter from the U.S. Department of Homeland Security indicating that the application submitted was approved for an award of $237,090.00; and

WHEREAS, the grant will support the City of Rensselaer Fire Department with funding for personnel, equipment and supplies over the next four years; and

WHEREAS, there is no non-federal local match for this grant.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Rensselaer hereby authorizes the acceptance of the $237,090.00 grant from the U.S. Department of Homeland Security from the Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program.

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

Approved as to form and sufficiency this 1st day of October, 2025

_____
Corporation Counsel

_____
Mayor

James Van Vorst	☐ Aye	☐ No	☐ Abstain	☐ Absent
Ernest Dambrose	☐ Aye	☐ No	☐ Abstain	☐ Absent
Bryan Bailey	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Andres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
John D'Francesco	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Lopez

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/20/2025

Randy Cherubino
CITY OF RENSSELAER
62 WASHINGTON STREET
RENSSELAER, NY 12144

EMW-2024-FF-00374

Dear Randy Cherubino,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (FF) Grant funding opportunity has been approved in the amount of $237,090.00 in Federal funding.
Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FF Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response
Recipient: CITY OF RENSSELAER

UEI-EFT: P7KATZMU4ZG8
Award number: EMW-2024-FF-00374

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following is the approved budget for this award (including Federal share plus your cost share, if applicable) and summarizes the financial aspects of the grant:

Object Class	First Year	Second Year	Third Year	Fourth Year	Total
Personnel	$48,650.00	$43,900.00	$43,900.00	$43,900.00	$180,350.00
Fringe benefits	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$6,000.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$23,310.00	$7,060.00	$7,060.00	$7,060.00	$44,490.00
Supplies	$2,500.00	$1,250.00	$1,250.00	$1,250.00	$6,250.00
Contractual	$0.00	$0.00	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect charges	$0.00	$0.00	$0.00	$0.00	$0.00
Federal	$75,960.00	$53,710.00	$53,710.00	$53,710.00	$237,090.00
Non-federal	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$75,960.00	$53,710.00	$53,710.00	$53,710.00	$237,090.00

Program Income	$0.00

2 C.F.R. § 200.308 identifies the limits to the changes that can be made and when prior approval is required from FEMA, but this provision does not apply to the breakdown by year. If you have questions about which changes require FEMA’s prior approval, please contact your Grants Management Specialist.

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FF NOFO.

Approved request details:

Recruitment and Retention

Personal Protective Equipment (PPE)

Full Set - Wildland Personal Protective Equipment (PPE)

Non Strutural PPE

DESCRIPTION

To ensure the safety and skill development of students in our Fire Science CTE program and Explorer Post, we are requesting funding for non-structural, dual-certified firefighting gear. While participants are not permitted to engage in interior suppression activities, they regularly take part in hands-on training such as hose handling, ladders, forcible entry, rescue simulations, and live-fire observation under controlled conditions. These evolutions carry physical and environmental risks that require appropriate PPE. We are specifically seeking funding for NFPA 1951 or NFPA 1977 dual-certified gear that offers protection for technical rescue and wildland/exterior operations. This includes flame-resistant coats and pants, safety boots, gloves, helmets, and protective eyewear—purpose-built to handle non-IDLH training without the weight and bulk of structural turnout gear. These garments allow students to train realistically and safely while promoting long-term safe operating habits. Without this equipment, students would be unable to fully participate in essential drills and would face increased injury risk. Many families cannot afford this specialized gear, and the department lacks budget capacity to outfit multiple students annually. SAFER funding will eliminate this barrier, ensuring equitable access and participation while enhancing retention. This investment builds safer, more engaged future volunteers and strengthens the pipeline from education to service.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	15	$1,250.00	$18,750.00
2	2	$1,250.00	$2,500.00
3	2	$1,250.00	$2,500.00
4	2	$1,250.00	$2,500.00
TOTAL	21		$26,250.00

BUDGET CLASS

Equipment

New Member Costs

NFPA 1582 Entry-Level Physical

DESCRIPTION

To ensure the health, safety, and long-term viability of new recruits in our department—including CTE students, Explorers, and entry-level volunteer firefighters—we are requesting funding to cover NFPA 1582-compliant medical evaluations and cancer screenings. These evaluations are essential not only for protecting the health of our personnel, but also for meeting state and national standards that govern fire service participation and readiness. NFPA 1582 outlines the minimum medical requirements for firefighters to safely perform the essential job functions of the fire service. All new members, regardless of age or role, must be screened to identify pre-existing conditions, assess physical readiness, and ensure they are medically cleared for training activities, including hands-on drills and live-burn observation. This is especially critical for younger participants entering the fire service pipeline through our Fire Science CTE program and Explorer Post, many of whom have never undergone a comprehensive occupational health screening. In addition to baseline physicals, we are requesting funding for early-detection cancer screenings, including ultrasound and bloodwork when medically indicated. Firefighters are at significantly elevated risk for multiple forms of cancer due to chronic exposure to carcinogens, even during non-structural training. Early identification of risk factors is a proven, lifesaving measure. Incorporating cancer screenings into our onboarding process sends a clear message to new members: your health is a priority from day one. Covering the full cost of these evaluations removes a financial barrier to entry for young volunteers and students—many of whom come from underserved or economically disadvantaged backgrounds. It also reduces our department's liability and ensures compliance with duty-to-act and fitness-for-duty standards. SAFER-funded physicals will directly support recruitment, reduce dropout rates, and protect the next generation.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	16	$650.00	$10,400.00
2	16	$650.00	$10,400.00
3	16	$650.00	$10,400.00
4	16	$650.00	$10,400.00
TOTAL	64		$41,600.00

BUDGET CLASS

Personnel

Station Duty Uniforms

DESCRIPTION

We are requesting SAFER funding to provide uniforms for all new members entering the fire service through our Fire Science Career & Technical Education (CTE) program, Explorer Post, and general volunteer recruitment efforts. Uniforms are a critical component of both safety and professional development and are essential to creating a structured, inclusive, and accountable training environment. For many of our recruits—particularly high school students and youth participants—this will be their first experience in a public safety or paramilitary setting. Providing a standardized uniform helps establish a clear sense of identity, pride, and purpose. It reinforces the importance of teamwork, discipline, and accountability while also instilling respect for the uniform and the responsibilities that come with it. Uniforms contribute to a culture of professionalism and help young participants take their training seriously. Uniforms also serve an important functional role. Students and recruits are regularly engaged in training exercises, community events, department meetings, and public safety outreach activities. A proper uniform allows them to represent the department and the program with consistency and professionalism. It also ensures that participants are easily identifiable in group settings and during joint trainings with other agencies, reducing confusion and enhancing accountability and safety. Importantly, providing uniforms through SAFER eliminates a financial burden that would otherwise fall on new members or their families. Many of our CTE students and volunteer applicants come from working-class or underserved communities where the cost of uniforms could become a barrier to participation. By supplying department-issued job shirts, duty pants, polos or t-shirts, and hats, we ensure that every member—regardless of background, can participate fully and equally in our program. This investment not only supports recruitment and retention but also strengthens morale.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	16	$285.00	$4,560.00
2	16	$285.00	$4,560.00
3	16	$285.00	$4,560.00
4	16	$285.00	$4,560.00
TOTAL	64		$18,240.00

BUDGET CLASS

Equipment

Awards/Incentives for Operational Activities

Gift cards for top responders

DESCRIPTION

We are requesting SAFER funding to support a structured awards and incentive program, including SPIFs, gift cards, branded gear, and milestone-based recognition, to enhance recruitment and retention of new volunteer members, particularly those enrolled in our Fire Science CTE program and Explorer Post. These incentives are essential in today's competitive volunteer landscape, where departments are challenged not only to attract new members but to keep them engaged through completion of training and beyond. For youth and young adult recruits, especially those balancing school, work, and extracurricular responsibilities, immediate and meaningful recognition is a proven strategy to boost motivation, accountability, and program completion. Our incentive program will include gift cards for key achievements (e.g., completing BEFO, reaching 6-month/12-month milestones), department-branded merchandise for participation and leadership, and end-of-year awards for performance, attendance, and citizenship. These tools will also support peer-to-peer recruitment. For example, current members who successfully recruit a new volunteer or CTE applicant who completes orientation and begins training will receive a small reward or bonus. Recognition may also include team-based competitions, achievement boards, and opportunities for public acknowledgment at community events or department ceremonies. By offering structured, trackable incentives, we reinforce a culture of progress and positive reinforcement. This is particularly effective for younger recruits who respond to tangible markers of achievement as they build a connection to the fire service. It also enhances retention by creating short-term goals and rewards within the broader 24-month development timeline. Importantly, these incentives are modest in value but high in impact—and will be distributed equitably and transparently as part of our member engagement strategy. SAFER funding will allow us to build a system of rewards.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	15	$100.00	$1,500.00
2	15	$100.00	$1,500.00
3	15	$100.00	$1,500.00
4	15	$100.00	$1,500.00
TOTAL	60		$6,000.00

BUDGET CLASS

Fringe benefits

CHANGE FROM APPLICATION

Year 1 quantity from **1** to **15**
Year 1 price from $**1,500.00** to $**100.00**

Year 2 quantity from **1** to **15**
Year 2 price from $**1,500.00** to $**100.00**
Year 3 quantity from **1** to **15**
Year 3 price from $**1,500.00** to $**100.00**
Year 4 quantity from **1** to **15**
Year 4 price from $**1,500.00** to $**100.00**

JUSTIFICATION
The award reflects a change from the application. This change is to specify quantity and unit price.

Program Manager

Salary (Employee)

DESCRIPTION

We are requesting SAFER funding to support a Program Manager for our Fire Science Career & Technical Education (CTE) Program—a role that is essential to the program's success, regulatory compliance, and long-term sustainability. This position is not an optional administrative convenience—it is a state-mandated requirement for delivering CTE instruction within a public school setting. The individual must be formally trained and certified to teach through the New York State Education Department (NYSED) and must be approved by the Rensselaer City School District as an instructional provider. The Program Manager will be responsible for planning and delivering daily instruction aligned with NYSED-approved fire science curriculum, including hands-on training, test preparation, and coordination with OFPC instructors for BEFO certification. In addition to teaching, this individual will serve as the primary liaison between the fire department, school district, parents, and students. Duties will include maintaining student progress reports, ensuring compliance with educational standards, managing safety protocols, coordinating gear distribution, and overseeing participation in Explorer and junior firefighter programs. Because this position must meet state-level teacher certification standards, the hiring process is highly specific and cannot be filled by unqualified personnel. The Program Manager must complete NYSED's CTE teacher training pathway and pass district approval processes to be cleared for classroom instruction. Without a certified and approved instructor in place, the school district cannot authorize program launch or allow students to earn high school credit. Without SAFER funding, this critical instructional role will remain vacant, and the program cannot legally or effectively be delivered.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	1	$30,000.00	$30,000.00
2	1	$30,000.00	$30,000.00
3	1	$30,000.00	$30,000.00
4	1	$30,000.00	$30,000.00
TOTAL	4		$120,000.00

BUDGET CLASS

Personnel

Marketing Program

Print Marketing (Newspaper/Signs/Banners/Flyers/Brochures, etc.)

DESCRIPTION

We are requesting SAFER funding to support a comprehensive marketing and outreach strategy for our Fire Science Career & Technical Education (CTE) Program. As a newly launched initiative targeting high school students for structured entry into the fire service, this program requires dedicated outreach efforts to ensure its visibility, credibility, and long-term enrollment success. Without funding for recruitment marketing, many eligible students, particularly those from working-class or underserved backgrounds—will remain unaware of the opportunity or may lack the confidence to pursue it. This request includes funding for the design and distribution of high-quality printed materials (brochures, flyers, palm cards), digital media (recruitment videos, online ads, and social content), and branded items that reinforce program awareness in schools and the community. We will also fund targeted outreach events, including school presentations, career fairs, and firehouse open houses that engage students and parents directly. Materials will be tailored to reflect the benefits of participation, including BEFO certification, paid training stipends, mentorship, and pathways to volunteer service.Our department currently has no budget line for marketing or youth engagement and lacks the staffing to carry out this level of outreach without external support. Yet effective marketing is critical to establishing legitimacy and reach—especially in a competitive environment where students face many extracurricular and vocational choices. SAFER funding will allow us to reach the right audience with the right message and ensure our investment in CTE instruction translates into actual enrollment and future volunteer service. This marketing effort is essential to launching and scaling a modern, coordinated recruitment pipeline. It will allow us to reach new audiences, connect with families, and elevate the fire service as a meaningful career and community service pathway for today's youth.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	1	$2,500.00	$2,500.00
2	1	$1,250.00	$1,250.00
3	1	$1,250.00	$1,250.00
4	1	$1,250.00	$1,250.00
TOTAL	4		$6,250.00

BUDGET CLASS

Supplies

Training

Instructor/Train-the-Trainer Training

DESCRIPTION

We are requesting SAFER funding to support the enrollment of fire service personnel in Train-the-Trainer (TTT) certification courses to qualify them to deliver instruction within our Fire Science Career & Technical Education (CTE) Program. As this program expands to serve high school students pursuing entry into the volunteer fire service, it is essential that our instructors meet both NYS Office of Fire Prevention and Control (OFPC) and state education requirements for certified delivery of fire training content. CTE instructors must be certified in specific subject matter areas, such as BEFO (Basic Exterior Firefighting Operations), and must hold valid Train-the-Trainer credentials to ensure curriculum fidelity, safety compliance, and instructional consistency. These TTT programs are not one-time general courses—they are role-specific, intensive instructional certifications recognized by OFPC and often required by the school district for any firefighter participating in direct classroom or drill instruction. Funding will be used for course registration fees, travel, lodging, and per diem where applicable. These investments are critical to building a locally sustainable instructional workforce that does not rely solely on external OFPC course availability or mutual aid instructors with limited availability. Having TTT-qualified personnel embedded in our department allows us to maintain instructional schedules, deliver content on-site, and adapt the program to student pacing, while also increasing our department's capacity to offer additional fire service education outside of the CTE classroom. Without funding, we cannot meet the staffing, certification, and delivery demands required to operate a compliant, high-quality fire science program. SAFER support will ensure that our instructional staff is properly trained, credentialed, and ready to deliver the next generation of volunteer firefighter education to students in our region.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	1	$8,250.00	$8,250.00
2	1	$3,500.00	$3,500.00
3	1	$3,500.00	$3,500.00
4	1	$3,500.00	$3,500.00
TOTAL	4		$18,750.00

BUDGET CLASS

Personnel

CHANGE FROM APPLICATION

JUSTIFICATION

The award reflects a change from the application. This change is to provide additional information on eligible costs as outlined in the Notice of Funding Opportunity (NOFO).

Agreement Articles

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response
Recipient: CITY OF RENSSELAER
UEI-EFT: P7KATZMU4ZG8
Award number: EMW-2024-FF-00374

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Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”

Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.
Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.
Article 56	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 57 **Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

• Is funding provided directly or indirectly to a subrecipient?

• If no, include statement "This grant funding is not being directed to a subrecipient."

• If yes, provide the following details:

• The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.

• Whether the subrecipient’s work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.

• Whether the payment request includes an activity involving support to aliens?

• Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant’s NOFO, award terms, and applicable federal regulations.

Article 58 **Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

	The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.
Article 59	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award: Termination of a Federal Award The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled “Termination of the Federal Award”, or “Termination of the Federal Award (Updated)” applies to this grant award.

Obligating document

1. Agreement No. EMW-2024-FF-00374	**2. Amendment No.** N/A	**3. Recipient No.** 146002399	**4. Type of Action** AWARD	**5. Control No.** WX02142N2025T

6. Recipient Name and Address	**7. Issuing FEMA Office and Address**	**8. Payment Office and Address**
CITY OF RENSSELAER 62 WASHINGTON ST RENSSELAER, NY 12144	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	**9a. Phone No.**	**10. Name of FEMA Project Coordinator**	**10a. Phone No.**
Randy Cherubino	5183202584	Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program	1-866-274-0960

11. Effective Date of This Action	**12. Method of Payment**	**13. Assistance Arrangement**	**14. Performance Period** 12/19/2025 to 12/18/2029 **Budget Period** 12/19/2025 to 12/18/2029
09/20/2025	OTHER - FEMA GO	COST SHARING	

15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	**Assistance Listing No.**	**Accounting Data (ACCS Code)**	**Prior Total Award**	**Amount Awarded This Action + or (-)**	**Current Total Award**	**Cumulative Non-Federal Commitment**
FF	97.083	2025-FF-GF01 - P410-xxxx-4101-D	$0.00	$237,090.00	$237,090.00	$0.00
		Totals	$0.00	$237,090.00	$237,090.00	$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	**DATE**
18. FEMA SIGNATORY OFFICIAL (Name and Title) **Stacey Street, Deputy Assistant Administrator Grants Program Directorate**	**DATE** **09/20/2025**

#7

By Alderperson: COUNCIL AS A WHOLE

Seconded by Alderperson: _____

RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS CITY PROPERTY PURSUANT TO CITY CODE SECTION 47-5. – ALL CITY DEPARTMENTS

WHEREAS, pursuant to City Code Section 47-5 and City Charter Section 94, the Common Council of the City of Rensselaer has the authority to establish procedures for the disposal of items as Surplus Property in that due to the condition of such items they no longer serve City purposes and have no significant value or use for the City, and hereby authorizes the City Purchasing Agent to dispose of such Surplus Property which he deems to have a value of less than $250.00 and for which the City Purchasing Agent shall maintain written documentation as to value and disposal method, all per Section 47-5 of the City Code, and, it is now, therefore,

RESOLVED, that it is declared that the above procedure is hereby adopted for items valued at less than $250.00, belonging to the City of Rensselaer and which are Surplus Property and that the City Purchasing Agent is authorized to dispose of such Surplus Property, all per Section 47-5 of the City Code, and the procedure set forth above.

Approved as to form and sufficiency
this 1st day of October, 2025

_____
Corporation Counsel

Approved by:

_____
Mayor

James Van Vorst	☐ Aye	☐ No	☐ Abstain	☐ Absent
Ernest K. Dambrose	☐ Aye	☐ No	☐ Abstain	☐ Absent
Bryan Leahey	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
John DeFrancesco	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Lopez

#8

By Alderperson: COUNCIL AS A WHOLE

Seconded by Alderperson: _____

RESOLUTION AUTHORIZING AGREEMENT WITH EMPLOYEE SERVICES LLC FOR THE COUNSELING SERVICES 2025 – 2026 - POLICE DEPARTMENT

WHEREAS, the City of Rensselaer Police Department desires to utilize the counseling services of Employee Services LLC so as to better respond to matters taking place in the City, as more fully set forth in the attached one year plus renewal agreement and proposal, at a total cost of $4,449.60 per year, plus any other applicable charges set forth in the attached agreement and proposal, and the approval of such agreement and proposal appearing to be in the best interest of the City of Rensselaer, and

WHEREAS, good and valuable consideration being mutually offered and accepted between the Parties as set forth in the attached agreement and proposal,

NOW, THEREFORE BE IT RESOLVED, that on behalf of the City of Rensselaer, the Agreement and Proposal with Employee Services LLC is hereby approved, and the Mayor is authorized to execute such Agreement and Proposal on behalf of the City of Rensselaer.

Approved as to form and sufficiency
this 1st day of October, 2025

_____
Corporation Counsel

Approved by:

_____
Mayor

James Van Vorst	❑ Aye	❑ No	❑ Abstain	❑ Absent
Ernest K. Dambrose	❑ Aye	❑ No	❑ Abstain	❑ Absent
~~Bryan Leahey~~ Lopez	❑ Aye	❑ No	❑ Abstain	❑ Absent
Andrew P. Kretzschmar	❑ Aye	❑ No	❑ Abstain	❑ Absent
Eric Endres	❑ Aye	❑ No	❑ Abstain	❑ Absent
Anne E. Burton	❑ Aye	❑ No	❑ Abstain	❑ Absent
John DeFrancesco	❑ Aye	❑ No	❑ Abstain	❑ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

ESI EMPLOYEE ASSISTANCE GROUP

TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **City of Rensselaer, NY (Total Care & Public Safety)** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, 100 American Road, Brooklyn, Ohio 44144 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **10/1/25-09/30/26.**

I. Productivity Solutions

Employees of Client and their household members, including children up to age 26 who do not reside with employee, are referred to herein as Members.

- **Unrestricted Telephonic Counseling**: Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers to determine the counseling option that best fits the Member's needs. These therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.

- **3 Session Plan:** Includes an assessment, referral, and therapy as appropriate. Diagnosis-driven treatment referrals are moved to the health insurance plan. Therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.

  Important information for members residing in California**: Under California's Knox-Keene Health Care Service Plan Act, employees residing in California are entitled to **three (3) mental health counseling sessions, within each six-month period**. **You cannot exceed six (6) EAP sessions in a twelve-month period.** If your organization's Employee Assistance Program (EAP) plan includes more than three (3) sessions, the Knox-Keene Act supersedes the contract, and **we will abide by the Knox-Keene Health Care Service Plan Act – Cannot exceed six (6) sessions in a twelve-month period.

- **Work/life Benefits**: Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Research Assistant, Tools for Tough Times, and Pet Help.

- **Lifestyle Benefits**: Menu of value-added wellness services designed to enhance a Member's quality of life. Discounts vary by season and location.

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II. Engagement Solutions - Peak Performance Benefits

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching**: Coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Self-help Benefits**: Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, Tutorials, Learning Centers, Webinars, Specialized Resource Centers, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes comprehensive online personal and professional development trainings to help employees balance their work and personal life.

III. EAP Administration - Orientation and Engagement

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communication (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **Talkspace Go App:** A mobile app with 400+ self-guided, interactive programs, live weekly therapist-led anonymous classes, on demand sessions, meditation exercises, and more.
- **EAP Mobile Site:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app which will provide mobile access to our website.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy, and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.

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IV. Manager, Supervisor and Human Resources Services

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling, and private counseling as well as group debriefings.
- **Unrestricted Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unrestricted HR Consultations:** Managers may contact our clinical staff or our certified HR professionals for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles, training, and other tools designed to help managers develop and improve best practices in workforce management. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports monthly. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision, and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. EAP Exclusions

The EAP counseling benefit is available for individual and family therapy. The following items are not considered to be EAP counseling and are **exclusions to the EAP plan**:

- Fitness for Duty/ Return to Work, Psychiatric, ADHD, Psychological testing, Autism Spectrum Disorder, Court Involved (treatment or reporting including letters written for court on the member's behalf).
- Workers' Compensation, short-term disability evaluations and paperwork, Family Medical Leave Act (FMLA) and Emotional Support Animal Documentation.

The EAP legal benefit offers a free consultation for family law and personal issues such as estate planning, real estate, debt, credit and bankruptcy, as well as civil and credit law.

Legal benefits exclude coverage for:

- Employment and Business Law Matters (including but not limited to action against employers, co-workers, benefits, unions, and labor management, trust funds).
- Malpractice.
- Duplication of services for the same matter, including second opinions.

VII. Term

A. Either party may terminate this Agreement for breach upon 60 days' prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

VIII. Fees and Payment

A. Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.

B. Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.

C. The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

IX. Indemnification and Limitation of Liability

A. ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.

B. Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to the services provided for under this Agreement.

C. Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.

D. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

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X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

XII. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES LLC

Gordon G. Bell, President

Date

City of Rensselaer, NY (Total Care & Public Safety)

Authorized Signature

Date

ESI EMPLOYEE ASSISTANCE GROUP

TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | EXHIBIT A

City of Rensselaer, NY (Total Care & Public Safety) ("Client") 10/1/25-09/30/26

Service Charges and Payment

A. The annual fee for the employee assistance program is **$32.96** per employee.

B. The total number of employees covered under this Agreement is **135**.
80 for Total Care EAP & 55 for Public Safety)

C. Client agrees to pay ESI the sum of **$4,449.60** annually.
($2,636.80 for Total Care EAP & $1,812.80 for Public Safety)

D. The annual fee includes all employees and their household members as well as children up to age 26 who do not reside with the employee.

E. Payment of the **Annual** premium is due upon receipt of the invoice.

F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.

G. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **$250.00** per hour plus travel time.

H. DOT-required Substance Abuse Evaluations - **$850.00** each.

#9

By Alderperson : **COUNCIL AS A WHOLE**

Seconded by Alderperson : _____

A RESOLUTION APPROVING ESCROW AGREEMENT AND CONSULTANT'S PROPOSAL FOR KILLIAN'S LANDING PROJECT-PLANNING DEPARTMENT

WHEREAS, The Planning Department has recommended approval of the attached Escrow Agreement and Consultant's Proposal for the Killian's Landing Project, with the payments for the Consultant's services to be made by the Applicant out of the Escrow Fund, and the Planning Department having recommended approval of such Escrow Agreement and Consultant's Proposal as being in the best interest of the City given all of the circumstances involved therein; and

WHEREAS, good cause appearing therefor for the approvals requested,

NOW THEREFORE, BE IT RESOLVED, by the City of Rensselaer Common Council, that the attached Escrow Agreement and Consultant's Proposal for the Killian's Landing Project are hereby approved.

Approved as to form and sufficiency
this day of October, 2025

_____
Corporation Counsel

SO APPROVED!

_____
Mayor

James Van Vorst	❑ Aye	❑ No	❑ Abstain	❑ Absent
Ernest K. Dambrose	❑ Aye	❑ No	❑ Abstain	❑ Absent
Bryan Leahey	❑ Aye	❑ No	❑ Abstain	❑ Absent
Andrew P. Kretzschmar	❑ Aye	❑ No	❑ Abstain	❑ Absent
Eric Endres	❑ Aye	❑ No	❑ Abstain	❑ Absent
Anne E. Burton	❑ Aye	❑ No	❑ Abstain	❑ Absent
John DeFrancesco	❑ Aye	❑ No	❑ Abstain	❑ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Lopez

Creighton Manning
a GAI Company

September 19, 2025

Bill Smart, PE
City Engineer
City of Rensselaer
62 Washington Street
Rensselaer, NY 12144

RE: Proposal for Plan Review and Engineering Services
VIA Email: bill.smart@rensselaerny.gov
Kiliaen's Landing Plan Review
CM Proposal No. R250703.03

Dear Mr. Smart,

Creighton Manning Engineering & Surveying, PLLC (CM) is pleased to provide this Proposal for Plan Review and Engineering Services for the Kiliaen's Landing project.

Task: **Kiliaen's Landing**
Date: September 19, 2025
From: Dale T. (Skip) Francis, PE, Civil/Site Group Leader and Gregory R. Beswick, PE (MA), Project Manager
cc: Don Adams, Ed Woods

CM Project: R250703.03

Scope of Services
We will serve as the City's Designated Engineer for this Project by performing technical services, that include, but may not be limited to the following:

1. Perform an initial review of application documents that have been received by the City that were submitted by the Applicant's Engineer, McFarland Johnson, on behalf of the Applicant Matt Polsinello.
2. Have discussion(s) with City representatives regarding our review of the documents and completeness of the package related to commencing the Site Plan Review process.
3. Produce a technical review memorandum that summarizes our initial review and our opinion of completeness for commencing the Site Plan review process.
4. Provide ongoing Site Plan reviews and provide written comments on subsequent iterations of submitted project documents.

Services Not Included
The following services have yet to be included, but can be provided in the future once the Applicant has deposited additional escrow:

1. Designated Engineer's attendance at Planning Board meetings is available upon request by Client.
2. Anything not explicitly described in the scope of services.

Assumptions

1. City and/or Applicant will be responsible for the arrangements and costs associated with delivering submitted Site Plan package documents to Creighton Manning for purposes of Plan Reviews:
   - One (1) full-size hard copy submitted documents, and
   - Electronic image files (PDF format is preferred) of submitted documents.

Schedule

We will commence our services upon our receipt of this executed proposal and upon confirmation from the City that requested escrow funds have been received from the Applicant. We will communicate with City and Applicant representatives to develop a mutually agreed schedule that accommodates the anticipated Planning Board schedule.

Fees

The fees for this project are as follows:

Initial escrow request = $5,000.00 of which $1,500.00 is for review of application documents for completeness, to be billed at hourly rates.

- Budget Allowance for civil/site engineering review services.....$ 20,000.00, billed at hourly rates.
- Budget Allowance for traffic engineering review services.....$ 5,000.00, billed at hourly rates.

1. The City shall notify Creighton Manning when the requested escrow funds have been received before Creighton Manning will commence our services.
2. Subsequent escrow deposit(s) may be necessary to finish the Site Plan review progresses.
3. The extent of actual fees will be completely dependent on the responsiveness and accuracy toward addressing technical review comments by the Applicant's Team of design professionals and also will be dependent on the required number of municipal meetings.

AUTHORIZATION:

Person signing below has been duly authorized to engage the City of Rensselaer to receive services rendered by Creighton Manning and to be responsible for the associated service fees:

_____

Name (Please Print) Signature Date

ESCROW AGREEMENT
BETWEEN
CITY OF RENSSELAER
AND
KILLIAEN'S LANDING, LLC

Whereas, Killian's Landing, LLC has a desire to initiate a major development project ("The Project") in the City of Rensselaer, New York; and

Whereas, The Project will require extensive reviews and approvals by the City of Rensselaer; and

Whereas, the City of Rensselaer will be engaging Creighton Manning Engineering & Surveying, PLLC (CM) to assist in the review process; and

Whereas, CM is requesting an Initial escrow request = $5,000.00 of which $1,500.00 is for review of application documents for completeness, to be billed at hourly rates.

- Budget Allowance for civil/site engineering review services ….. $20,000.00, billed at hourly rates.
- Budget Allowance for traffic engineering review services ….. $5,000.00, billed at hourly rates.

Whereas, the costs for the extensive reviews are to be funded by The Project.

Therefore, the parties agree to the following:

- Killian's Landing, LLC will provide the City of Rensselaer with an Initial Escrow Deposit of $5,000.00; and
- The City of Rensselaer will use these funds to pay for the extensive reviews of The Project being conducted by CM and will notify Killian's Landing, LLC when the Escrow Account is below $1,000.00; and
- Killiaen's Landing will provide the City of Rensselaer with Subsequent Escrow Deposits of $5,000.00 when the Escrow Account is below $1,000.00 in order for review work to proceed; and
- Any remaining funds in the Escrow Account when the extensive reviews are completed will be returned to Killian's Landing, LLC.

Agreed to on the date signed by all parties to this agreement below.

Killiaen's Landing, LLC	City of Rensselaer
_____	_____
Name: _____	Michael E. Stammel, Mayor
Date: _____	_____

#10

By Alderperson : **COUNCIL AS A WHOLE**

Seconded by Alderperson : _____

A RESOLUTION APPROVING FORBEARANCE OF LOAN AGREEMENT-CORPORATION COUNSEL

WHEREAS, Corporation Counsel has been advised of a request for forbearance of the attached Loan Agreement due to temporary financial difficulty of the Borrower whereby the payments from September 1st, 2025 to December 31st, 2025 would be extended for the indicated four month period, with payments of $102.80 per month to recommence on January 1st, 2026 until the debt is paid in full, and Corporation Counsel having recommended such forbearance as being in the best interest of the City given all the special circumstances involved therein; and

WHEREAS, good cause appearing therefor for the forbearance requested,

NOW THEREFORE, BE IT RESOLVED, by the City of Rensselaer Common Council, that the forbearance of the attached Loan Agreement be approved as set forth above with payments to recommence on January 1st, 2026.

Approved as to form and sufficiency
this day of October, 2025

_____
Corporation Counsel

SO APPROVED!

_____
Mayor

James Van Vorst	❑ Aye	❑ No	❑ Abstain	❑ Absent
Ernest K. Dambrose	❑ Aye	❑ No	❑ Abstain	❑ Absent
Bryan Leahey	❑ Aye	❑ No	❑ Abstain	❑ Absent
Andrew P. Kretzschmar	❑ Aye	❑ No	❑ Abstain	❑ Absent
Eric Endres	❑ Aye	❑ No	❑ Abstain	❑ Absent
Anne E. Burton	❑ Aye	❑ No	❑ Abstain	❑ Absent
John DeFrancesco	❑ Aye	❑ No	❑ Abstain	❑ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Lopez

SECOND AMENDED AND RESTATED LOAN AGREEMENT

This **SECOND AMENDED AND RESTATED LOAN AGREEMENT** entered into as of the ____ day of November, 2022 by and between **Camille Gibeau** residing at **19 Broadway, Rensselaer, NY 12144** ("Borrower") and **THE CITY OF RENSSELAER**, with offices located at 62 Washington Street, Rensselaer, New York 12144 ("City").

WHEREAS, Borrower previously applied for and received a loan from the City pursuant to the City of Rensselaer Fort Crailo Revolving Loan Program; and

WHEREAS, the Borrower entered into an Amended and restated Loan Agreement with the City of Rensselaer on or about September 14, 2020; and

WHEREAS, a balance in the amount of **$568.32** remains due and owing from the Borrower to the City pursuant to the terms of such loan; and

WHEREAS, the building for which the loan was taken has suffered some unforeseen damage that must be repaired in the immediate future at a cost of $5,600.00; and

WHEREAS, the parties hereto seek to amend the existing agreement by modifying the grant loan; and

WHEREAS, the Borrower and the City desire and seek to enter into this Second Amended and Restated Loan Agreement for the purpose of setting forth the terms upon which Borrower shall repay said balance to the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Borrower acknowledges that a balance of **$568.32** remains due and owing from the Borrower to the City under the prior agreements.

2. Pursuant to the grant authorization of the Rensselaer City Common Council and the rules and regulations of the City of Rensselaer, the parties are authorized to increase the existing loan principal from **$568.32** by the **$5,600.00** necessary to make the needed repairs to **$6,168.32** which is hereby so modified.

3. The Borrower agrees and promises to pay to the City the said sum of **$6,186.32,** without interest, by making thirty-six (60) equal monthly payments of **$102.80** commencing on the **1st day of December, 2022,** and continuing on the 1st day of each month thereafter until said sum is paid in full.

4. The Borrower has the right to pre-pay the entire indebtedness at any time without penalty.

5. In the event the Borrower fails to make any payment required under this Amended and Restated Loan Agreement within ten (10) days of its due date, the Borrower shall be deemed to be in default and the full amount of the remaining balance shall automatically become immediately due and payable.

6. In the event of default, the Borrower shall be responsible and liable for all costs of collection incurred by the City, including reasonable attorneys' fees.

7. This Amended and Restated Loan Agreement shall be governed by the law of the State of New York.

8. This Amended and Restated Loan Agreement may not be amended, changed or altered, except by a writing signed by the Borrower and the City.

9. This Amended and Restated Loan Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter, and supersedes all other understandings, agreements, communications or negotiations (whether written or oral) between the parties hereto with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Loan Agreement as of the day and year first above written.

Camille Gibeau, [BORROWER]

THE CITY OF RENSSELAER, [LENDER]

By: **Michael Stammel, Mayor**

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

On the 3rd day of November, 2022, before me, the undersigned, personally appeared **Camille Gibeau**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

RICHARD E. VANVORST
Notary Public, State of New York
No. 4990436
Qualified in Rensselaer County
Commission Expires Dec. 30, 2025

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

On the 3rd day of November, 2022, before me, the undersigned, personally appeared Michael Stammel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

RICHARD E. VANVORST
Notary Public, State of New York
No. 4990436
Qualified in Rensselaer County
Commission Expires Dec. 30, 2025

#11

By Alderperson DeFrancesco

Seconded by Alderperson _____

A RESOLUTION AUTHORIZING THE COMMENCEMENT OF EMINENT DOMAIN PROCEDURES TO EFFECUATE THE TAKING OF 901 THIRD STREET, CITY OF RENSSELAER, COUNTY OF RENSSELAER, STATE OF NEW YORK (THE "PREMISES"), FOR JUST COMPENSATION.

WHEREAS, pursuant to Section 5 of the Rensselaer City Charter and the New York Eminent Domain Procedure Law, the City of Rensselaer (the "City") is empowered to acquire by condemnation real and personal property within the limits of the City for any public or municipal purpose; and

WHEREAS, the City of Rensselaer previously contracted with Rensselaer Volunteer Ambulance Service, Inc. in 1992 (the "Agreement") to provide emergency medical services to the residents of the City; and

WHEREAS, the Agreement with Rensselaer Volunteer Ambulance Service, Inc. terminated in 2010 and has not been renewed; and

WHEREAS, since termination of the Agreement, Rensselaer Volunteer Ambulance Service, Inc. has not utilized the Premises consistent with the organization's purpose of providing emergency services to the residents of the City; and

WHEREAS, the City's current emergency medical services provider, Mohawk Ambulance ("Mohawk"), currently maintains the ambulances that serve the City outside of City limits due to the lack of a station within the City; and

WHEREAS, the Common Council of the City of Rensselaer is desirous of using the Premises as an emergency medical services station within the City limits so that it can be made available to any emergency medical services provider that the City contracts with; and

WHEREAS, the City believes the taking of the Premises will provide a great public benefit to the residents of the City, by improving the response time for emergency medical services in the City and by restoring emergency medical services response time to that during the term of the Agreement.

NOW, THEREFORE BE IT RESOLVED, the that the Common Council of the City of Rensselaer shall conduct a public hearing pursuant to the New York Eminent Domain Procedure Law; and the City Clerk is directed to publicize notice of this public hearing (a copy of which is attached hereto) regarding the condemnation of 901 Third Street, City of Rensselaer, County of Rensselaer, State of New York.

Approved as to form and sufficiency
this 1st day of October, 2025

Corporation Counsel
Approved by:

Mayor

James Van Vorst	☐ Aye	☐ No	☐ Abstain	☐ Absent
Ernest K. Dambrose	☐ Aye	☐ No	☐ Abstain	☐ Absent
Lopez Bryan Leahey	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
John DeFrancesco	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				