



NANCY E. HARDT
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 JULY 16, 2025

1. A RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS CITY PROPERTY PURSUANT TO CITY CODE SECTION 47-5-CITY FIRE DEPARTMENT
2. A RESOLUTION AUTHORIZING LAND USE EXEMPTION FOR ANIMAL SHELTER
3. A RESOLUTION RATIFYING THE 2025 AGREEMENT BETWEEN THE CITY OF RENSSELAER AND TERESA BLANCHARD FOR OVERFLOW MANDATED SERVICES RELATING TO ANIMALS
4. A RESOLUTION TO APPROVE LOCAL LAW #2 OF 2025 AS TO FORM AND SCHEDULING A PUBLIC THEREON
5. A RESOLUTION AUTHORIZING CHANGE ORDER TO WILSON STREET PROJECT - DPW

By Alderperson:

COUNCIL AS A WHOLE

Seconded by Alderperson:

**RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS CITY
PROPERTY PURSUANT TO CITY CODE SECTION 47-5.
- CITY FIRE DEPARTMENT**

WHEREAS, pursuant to City Code Section 47-5 and City Charter Section 94, the Common Council of the City of Rensselaer hereby declares the attached list of items as Surplus Property in that due to the condition of such items they no longer serve City purposes and have no value or use for the City, and hereby authorizes the City Purchasing Agent to dispose of such Surplus Property, all per Section 47-5 of the City Code, and, it is now, therefore,

RESOLVED, that it is declared that the attached list of items of the City of Rensselaer 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.

Approved as to form and sufficiency
this day of , 2025

Corporation Counsel

Approved by:

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretzschmar	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Anne E. Burton	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

2025 Rensselaer Fire Dept Surplus Items:

<u>Item</u>	<u>Quantity</u>	<u>Notes:</u>
Printer/Copier/Fax	1	Old - Received a new one in 2020
Genesis HCL Fogger	1	No use for after COVID
Stream Light Scene Light	1	Replaced with new updated
Streamlight Scene Light w/ Pelican Case	1	Replaced with new updated
Stihl Leaf Blower	1	Replaced with new updated
Box Fans - Ventilation	3	Replaced with new updated
Air Chisel	1	Replaced with new updated
TFT Foam Inductor	1	Do NOT use foam anymore legal reasons
Makita Battery Charger 18V	2	Do not need anymore
Makita Battery Charger 40V	3	Do not need anymore
Black Leather Chair	2	Fire Companies Ordered 4 new chairs
High Top Table	3	Have new tables / chairs from Fire Companies
High Top Chairs	9	Have new tables / chairs from Fire Companies
Scott RIT Pack	1	Bottle Not included
MSA Thermal Imaging Camera	1	Spare Battery & Charger Included
ISG Infrasy Thermal Imaging Camera	1	Spare Battery & Charger Included
Tables	3	Beat up and garbage / replacing for CTE

#2

By Alderperson:

COUNCIL AS A WHOLE

Seconded by Alderperson:

RESOLUTION AUTHORIZING LAND USE EXEMPTION FOR AN ANIMAL SHELTER

WHEREAS, The City of Rensselaer owns 201 Broadway, Rensselaer, New York 12144 (Tax Map No. 143.67-1-6), and utilizes same as a Municipal Police Station pursuant to a land use exemption granted when such property was a Federal Post Office, and

WHEREAS, the City of Rensselaer is mandated by New York State Law to provide Animal Control Services, with such services being incorporated into the City Code of the City of Rensselaer under Chapter 89, and the City Police Department playing a vital role in meeting the mandated requirements placed upon the City by such State Law, and the City being desirous of utilizing available space at the Police Station to house dogs in a Kennel System being purchased by the City which will meet New York State requirements and save taxpayers money by providing needed housing for the dogs in the City at the Police Station site, and

WHEREAS, a land use exemption for an animal shelter at the Police Station Site meets the balancing test set forth by the Court of Appeals in the **Matter of County of Monroe v. City of Rochester**, 72 N.Y.2d 338 (1988) in that this is an important City need and the subject zoning district is "Downtown Mixed Use" (MU-1) which allows for comparable Animal Hospitals, and the Public having been allowed input on the granting of such Land Use Exemption pursuant to Public Hearing conducted previous hereto, thereby further meeting the requirements of the aforementioned case, and good cause appearing therefor,

NOW, THEREFORE BE IT RESOLVED, that a land use exemption for an animal shelter at the Police Station Site located at 201 Broadway, Rensselaer, New York 12144 (Tax Map No. 143.67-1-6), is hereby approved and authorized.

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretzschmar	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Anne E. Burton	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

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

Corporation Counsel

Approved by:

Mayor

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

RESOLUTION RATIFYING THE 2025 AGREEMENT BETWEEN THE CITY OF RENSSELAER AND TERESA BLANCHARD FOR OVERFLOW MANDATED SERVICES RELATING TO ANIMALS UNDER ARTICLE 7 AND ARTICLE 26 OF THE NEW YORK STATE AGRICULTURE AND MARKETS LAW

WHEREAS, the City of Rensselaer is mandated by Article 7 and Article 26 of the New York State Agriculture and Markets Law to provide certain services to animals located within the geographic boundaries of the City, and

WHEREAS, Teresa Blanchard is a qualified entity to provide overflow services on behalf of the City, pursuant to the terms and conditions contained in the attached agreement annexed hereto, made a part hereof, and incorporated herein by reference, and such service provider will provide to the City all necessary proof of insurance, accreditation and licensing, as well as any other and further necessary documentation required under the New York State Agriculture and Markets Law , and

NOW, THEREFORE BE IT RESOLVED, that the Common Council for the City of Rensselaer hereby approves and ratifies the 2025 overflow agreement between the City of Rensselaer and Teresa Blanchard for mandated animal related services.

Approved as to Form and Sufficiency
this ____ day of _____, 2025

Corporation Counsel

Approved By:

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretzschmar	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Anne E. Burton	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT, made this 8th day of July, 2025 by and between the CITY OF RENSSELAER, a municipal corporation in the County of Rensselaer, State of New York, with offices located at 62 Washington Street, Rensselaer, New York 12144 ("City") and TERESA BLANCHARD ("SECONDARY SHELTER OPERATOR"), an individual residing at 574 Columbia Tpk, East Greenbush, NY 12061.

WHEREAS, there is a Dog Control Officer for the CITY OF RENSSELAER, New York; and

WHEREAS, in the course of the performance of her duties as Dog Control Officer, she will from time to time come into the physical possession of dogs seized in accordance with the provisions of Section 117 of the Agriculture and Markets Law; and

WHEREAS, the SECONDARY SHELTER OPERATOR maintains a facility located at 574 Columbia Tpk, East Greenbush, NY 12061 ("the Facility") suitable for the sheltering and care of dogs which may come into the Dog Control Officer's possession in the course of the performance of her duties for the City; and

WHEREAS, the City and the SECONDARY SHELTER OPERATOR wish to enter into this Animal Sheltering Agreement for the purpose of setting forth the terms and conditions pursuant to which SECONDARY SHELTER OPERATOR shall shelter at the Facility those dogs which come into the City's possession as stated above.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. TERM This Animal Sheltering Agreement shall be for a term commencing on August 1, 2025 and terminating on December 31, 2025, unless terminated earlier in accordance with the provisions of Section 4 below.

2. SERVICES The SHELTER OPERATOR shall provide the following shelter services during the term of this Agreement:

a. The SECONDARY SHELTER OPERATOR shall provide and maintain shelter at the Facility for up to (2) dogs at any one time. In the event that the SECONDARY SHELTER OPERATOR cannot shelter a dog at the Facility because the Facility capacity has been reached, or because the SECONDARY SHELTER OPERATOR deems the dog too dangerous to safely shelter at the Facility, the City of (Rensselaer) Shall make arrangements For the (Canine) to be Sheltered at a different facility,TBD. If the dog is Dangerous upon the SECONDARY SHELTER OPERATORS discretion. The city of Rensselaer will have the dog safely removed from the sheltering facility within 24 hours.

b. The SECONDARY SHELTER OPERATOR shall maintain the Facility in good order and good repair, and in a safe, clean, and usable condition, in accordance with 1 NYCRR Part 77 and any other applicable State and local laws and/or ordinances. The SHELTER OPERATOR shall be solely responsible for maintaining the Facility in good order and good repair, and in a safe, clean, and usable condition.

c. The SECONDARY SHELTER OPERATOR shall be responsible for ensuring that all dogs sheltered at the Facility are properly sheltered, fed, and watered pursuant to the regulations promulgated by the New York State Department of Agriculture and Markets, as set forth at 1 NYCRR Part 77.

d. The SECONDARY SHELTER OPERATOR shall hold each unidentified dog sheltered at the Facility for a period of five (5) days from the date of seizure ("redemption period"), during which period the dog may be redeemed by the owner thereof upon payment of the appropriate impoundment fee. All impoundment fees shall be payable to, and the property of, the City. The redemption period for identified dogs shall be in accordance with Section 117 of the Agriculture and Markets Law.

THE city of Rensselaer agrees to Pay the Secondary Shelter Operator every 30 days or within 30 days of voucher/ Billing process. After 30 days ,upon each day after the City of Rensselaer will Pay \$30.00 per 24 hours/day late fee for dog kennel full or empty .

e. Upon expiration of the redemption period, the SHELTER OPERATOR shall, in her discretion, arrange for the disposition of each dog not redeemed by the owner thereof, via adoption, euthanasia, or transfer to any Rescue that she's see fit. If the dog is to be humanely euthanize, it is the

responsibility of the city of Rensselaer to pay for the euthanasia and group cremation at any veterinarian office available. The City of (Rensselaer) will loose that sheltering/ kennel space if the kennel operator deems the dog adoptable, and the dog needs that space until it remains at the facility transferred or adopted after the owner redemption time in accordance with NYS AGON Markets is up.

f. The SECONDARY SHELTER OPERATOR / city Dog control Officer shall promptly make and maintain a complete record of any seizure and the subsequent disposition (i.e., redeemed, adopted, euthanized or transferred) of any dog, including but limited to (a) a description of the dog by breed, coloring, and gender, (b) the date and hour of the seizure, (c) the official identification number of such dog, if any, (d) the location of the seizure, (e) the reason for the seizure, and (t) the owner's name and address, if known. If the City of Rensselaer DO CONTROL OFFICER delivers a dog to the TBD, the date of the delivery must be recorded. The CITY DOG CONTROL OFFICER shall maintain all such records for a minimum of three (3) years.

g. The SECONDARY SHELTER OPERATOR shall in all respects perform the shelter services set forth in this Agreement in accordance with all application State and local laws and regulations.

3. FEES FOR SERVICES In consideration of the shelter services provided hereunder, the City shall pay to the SHELTER OPERATOR a fee equal to \$100.00 per day for each dog sheltered at the Facility. Fees shall accrue beginning on the first day of confinement and shall continue to accrue each day thereafter until either the dog is redeemed and licensed to be returned to its owner, or the applicable redemption period has expired. In the event that the dog is deemed to be dangerous, the fee for sheltering (use of cage with guillotine door) will be \$175. per day for the five-day hold..Upon Date of Transfer, if such dog is deemed Adoptable the City of (Rensselaer) will pay all veterinarian costs to have the dog Properly adopted. Including the Spay and Neuter of each dog as well as

1: Rabies vaccine

2: Distemper vaccine

3: Microchip

4: a 4DX test and/or if positive the treatment of the said canine.

5: Fecal sample test and dewormer meds

6: ear infections and medication.

Grooming fees up to no more than a \$80 fee per Canine.

The City of (Rensselaer) will have all dogs injured or sick properly treated by a Licensed veterinarian prior to arrival at the Shelter. At the Expense of the City of Rensselaer.

The shelter will complete intake forms provided from the city at the time Upon arrival at the shelter for each dog.

The Redemption period is seven (7) days ,or nine (9) days if served by mail. The redemption period for dogs with no identification (stray hold) is 5 days.

9 . The CITY of (Rensselaer) understands that this shelter is not open to the public and is to be kept confidential at all causes. It will be up to the city and the dog control officer to get the dog back to its owner.

4. TERMINATION Either party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice of such termination.

In witness whereof, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this Agreement.

CITY OF RENSSELAER

By: _____

Mike Stammel, City Mayor

SHELTER OPERATOR

BY: *Teresa Blanchard*

Teresa Blanchard, SHELTER OPERATOR

4

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

**A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 2 OF 2025 AS TO FORM AND
SCHEDULING A PUBLIC HEARING THEREON**

WHEREAS, The City of Rensselaer is desirous of updating the City Code concerning the abandonment of animals so as to mirror Chapter 69, Article 26, Section 355 of the New York State Agriculture and Markets Law, and

WHEREAS, the Common Council has reviewed proposed Local Law No. 2 of the year 2025, a copy of which is attached hereto, and

WHEREAS, such Local Law appears appropriate as to form and it appearing appropriate for a Public Hearing to be scheduled so as to consider public comments on such proposed Local Law,

NOW, THEREFORE, BE IT RESOLVED, that proposed Local Law No. 2 of the year 2025 is hereby approved as to form, and

BE IT FURTHER RESOLVED, that a Public Hearing will be held at 6:30 p.m. on August 6th, 2025, at the City Hall of the City of Rensselaer located at 62 Washington Street, Rensselaer, New York, so as to allow the Common Council to hear Public Comment on proposed Local Law No. 2 of 2025, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to issue appropriate Public Notice of the Public Hearing scheduled herein.

Approved as to form and sufficiency
this ____ day of _____, 2025

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretschmar	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Anne E. Burton	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Mayor

SECTION 355

Abandonment of animals

Agriculture & Markets (AGM) CHAPTER 69, ARTICLE 26

§ 355. Abandonment of animals. A person being the owner or possessor, or having charge or custody of an animal, who abandons such animal, or leaves it to die in a street, road or public place, or who allows such animal, if it become disabled, to lie in a public street, road or public place more than three hours after he receives notice that it is left disabled, is guilty of a misdemeanor, punishable by imprisonment for not more than one year, or by a fine of not more than one thousand dollars, or by both.

§ 89-7. Penalties for offenses. [Amended 8-15-1990 by L.L. No. 4-1990]

Any violation of this article shall be an offense, and conviction thereof shall be punishable by a fine of not more than \$250 or 15 days' imprisonment, or both.

CITY OF RENSSELAER

LOCAL LAW NO. 2 OF THE YEAR 2025.

**A Local Law to Amend Sections 89-2
and 89-7 of the Code of the City of
Rensselaer Relative to Abandonment
of Animals**

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. 2 of 2025, and shall amend Sections 89-2 and 89-7 of the Code of the City of Rensselaer relative to Definitions and Penalties for the Abandonment of Animals.

ARTICLE II. LEGISLATIVE ACTION

The Common Council of the City of Rensselaer, New York hereby amends Section 89-2 of the Code of the City by adding the following definition:

ABANDONMENT OF ANIMALS

A person being the owner or possessor, or having charge or custody of an animal, who abandons such animal, or leaves it to die in a street, road or public place, or who allows such animal, if it becomes disabled, to lie in a public street, road or public place more than three hours after he receives notice that it is left disabled, is deemed to have abandoned such animal.

In addition, The Common Council of the City of Rensselaer, New York hereby amends Section 89-7 of the Code of the City to read as follows:

Section 89-7. Penalties for offenses.

Any general violation of this article shall be an offense, and conviction thereof shall be punishable by a fine of not more than \$250 or 15 days' imprisonment, or both. However, A person being the owner or possessor, or having charge or custody of an animal, who abandons such animal, or leaves it to die in a street, road or public place, or who allows such animal, if it becomes disabled, to lie in a public street, road or public place more than three hours after he receives notice that it is left disabled, is guilty of a misdemeanor, punishable by imprisonment for not more than one year, or by a fine of not more than one thousand dollars, or by both.

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 202 of the City of Rensselaer was duly passed by the Common Council on _____ 202, 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. 2 of 2025 of the City of Rensselaer was duly passed by the Common Council on August , 2025, and was (approved)(not approved) (repassed after disapproval) by the Elective Chief Executive Officer*, Mayor Michael Stammel, and was deemed duly adopted on _____, 2025.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as Local Law No. ____ of 202__ of the City of Rensselaer was duly passed by the _____ on _____, 200__, and was (approved)(not approved)(repassed after disapproval) by the Elective Chief Executive Officer*, _____ on _____, 200__. 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 _____, 200__, 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 202_ of the City of Rensselaer was duly passed by the Common Council on _____, 202_, and was (approved)(not approved)(repassed after disapproval) by the Elective Chief Officer*, Mayor Michael Stammel, on _____, 202_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____, 202_0, 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 200__ 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 _____, 200__, 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 200____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____, 200____, 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 2, above.

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

CITY CLERK

(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

CITY OF: RENSSELAER

Date: _____

By Alderperson

:

COUNCIL AS A WHOLE

#5

Seconded by Alderperson

:

A Resolution Authorizing Change Order to Wilson Street Project– DPW

WHEREAS, the City of Rensselaer, having previously awarded a Bid Package to Wm. J. Keller & Sons Construction Corp. for the bridge construction project on Wilson Street at a cost of \$889,035.00; and

WHEREAS, the City engineer has identified additional work that should be done as part of such project identified by him as follows:

I am writing to discuss the possibility of doing some waterline improvements as an additional City share to the Wilson Street project. The water line on the east side of the culvert, which dead ends at the culvert is a mixture of 1" and 2" lines that service the houses on Cottage, Wilson and Partition. There is no hydrant and no ability to flush. These lines are fed off a 6" line near Cottage and Partition. The hydrant on the 6" is inoperable and needs to be replaced. I am recommending installing a new 8" line from that hydrant location to the Cottage/Wilson intersection and then going down Wilson dead ending at the new culvert with a hydrant at the end. Also replacing the bad hydrant on Cottage. This will greatly enhance both fire-fighting and flushing capabilities. The waterline on the west side of the culvert is a 6" line which comes from the Wilson/Lawrence intersection and dead ends at the west side of the new culvert. This line does not have a hydrant at the end. Also there is no way to isolate this line for maintenance without shutting down a large section of the area. I am recommending the installation of an insertion valve near the Wilson/Lawrence intersection which will allow isolation of this line. I also recommend installation of a new hydrant at the eastern terminus of this line, near the new culvert. This will greatly improve both flushing and fire-fighting capabilities. Attached please find a proposal provided by the Wilson culvert replacement contractor.

; and

WHEREAS, a copy of such change order proposal being attached hereto, and subject to approval by the City Purchasing Agent and the City Comptroller, and good cause appearing therefore.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Rensselaer hereby approves the attached Change Order No. 1 to the Wilson Street Project at a cost of \$197,800.00.

Approved as to form and sufficiency
this ____ day of _____, 2025

Corporation Counsel

SO APPROVED!

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretschmar	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Anne E. Burton	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Wm. J Keller & Sons Construction Corp.

Main Office | 1435 Route 9 | Castleton, NY 12033 | (518) 732-7782

Heavy & Highway | Utility Contractors | Site Development

www.wmjkellerandsons.com



"We Move the Earth"

Additional Waterline Work

Date: 7/3/25

Attn: Bill Smart, P.E.

City Engineer

City of Rensselaer

We are pleased to present this proposal for the Additional Waterline Work on Wilson Street to Cottage Hill Drive.

Scope of Work:

- Sawcutting & Remove Asphalt
- Excavate & Backfill Bore Pits
- Horizontally Directionally Drill 8" HDPE Waterline: \pm 350 LF
- Excavate & Backfill Open Cut to Hydrant
- Excavate & Backfill Services to New Curb Stops: 3 EA
- Remove & Replace Hydrant on Cottage Hill: 1 EA
- Furnish & Install New Hydrant off Wilson: 1 EA
- Furnish & Install 6" Insertion Valve @ Intersection Wilson & Lawrence: 1 EA
- Test New Waterline
- Restoration Work: Asphalt, Topsoil, & Seeding

Bid Total: \$ 197,800.00

Note: Scope of work based off Site Visit w/ City & Sketch.

Services to be taken to Curb Stops Only.

Exclusions: Bond, Permits, Tax, Rock Removal, Tree Removals, Rock Drilling, Replacing any Lead Services found, Compaction Testing, Repairs to damaged Utilities, Removal of any existing Waterline, & **Anything Not Listed Above.**

Wm. J. Keller & Sons Construction Corp.

City of Rensselaer

Date

Date