



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 APRIL 5, 2023

1. A RESOLUTION TO APPROVE PROPOSED LOCAL LAW #2 OF 2023 AND REFERRING SAME TO CITY PLANNING COMMISSION
2. A RESOLUTION TO APPROVE PROPOSED LOCAL LAW #3 OF 2023 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON
3. A RESOLUTION AMENDING THE 2022-2023 BUDGET-COMMON COUNCIL
4. A RESOLUTION AUTHORIZING THE MAYOR TO SIGN DOCUMENTS TO AFFECT A THREE YEAR AGREEMENT FOR PROGRAM DELIVERY AND GRANT ADMINISTRATION SERVICES FOR CDBG FUNDED PROJECTS AS DEEMED NECESSARY
5. A RESOLUTION APPROVING CONTRACT WITH DELSIGNORE PAVING AND BUDGET TRANSFER-TENNIS COURT RIVERFRONT PARK
6. A RESOLUTION APPROVING CHANGE OF REAL PROPERTY TAX GRIEVANCE DATE - OFFICE OF THE ASSESSOR
7. RESOLUTION AUTHORIZING AGREEMENT WITH 141 WAREHOUSE LLC FOR LEASE OF PARKING LOT

#1

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

**A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 2 OF 2023 AS TO FORM AND
REFERRING SAME TO THE CITY PLANNING COMMISSION**

WHEREAS, The City of Rensselaer is desirous of amending Chapter 179 of the City Code of the City of Rensselaer, New York, more specifically, Article II, Section 179-22 of the Rensselaer City Code and the Zoning District Map Relating Thereto, so as to effectuate the Inclusion of the former City of Rensselaer vacant land properties on Washington Street in the Planned Development District (PDD), by the adoption of proposed Local Law No. of 2023, a copy of which is attached hereto, and

WHEREAS, the Common Council has reviewed proposed Local Law No. of the year 2023, and

WHEREAS, such Local Law appears appropriate as to form and it appearing appropriate for referral of such Local Law to the City Planning Commission pursuant to City Code Section 179-88(B) for review and recommendation, as well as SEQRA review,

NOW, THEREFORE, BE IT, RESOLVED, that proposed Local Law No. of the year 2023 is hereby approved as to form, and is referred to the City Planning Commission for the purposes set forth above.

Approved as to form and sufficiency
this ____ day of _____, 2023

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				

CITY OF RENSSELAER**LOCAL LAW NO. OF THE YEAR 2023.**

A Local Law to Amend Chapter 179, Article II, Section 179-22 of the Rensselaer City Code and the Zoning District Map Relating Thereto, Relative to the Inclusion of the former City of Rensselaer Vacant Properties on Washington Street

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. of 2023, and shall amend Chapter 179, Article II, Section 179-22 of the Rensselaer City Code and the Zoning District Map relating thereto, relative to the inclusion of the former City of Rensselaer Vacant Properties on Washington Street known as 432 Washington Street (Tax Map No. 143.68-1-14), which consists of combined properties formerly known and designated as 416 Washington Street (Tax Map No. 143.68-1-12), 428 Washington Street (Tax Map No. 143.68-1-13) and 432 Washington Street (Tax Map No. 143.68-1-14), in the Planned Development District. The purpose of this Local Law is to update Chapter 179, Article II, Section 179-22 of the Rensselaer City Code and the Zoning District Map relating thereto to address the change in circumstances since the last update to such Section and Zoning District Map in 2012 made by the adoption of Local Law No. 1 of 2012. Such properties are to be merged into a planned Hotel Development site.

ARTICLE II. LEGISLATIVE ACTION

The Common Council of the City of Rensselaer, New York, hereby amends Chapter 179, Article II, Section 179-22 of the Rensselaer City Code and the Zoning District Map relating thereto, so as to include in the Planned Development District the former City of Rensselaer Vacant Properties on Washington Street known as 432 Washington Street (Tax Map No. 143.68-1-14), which consists of combined properties formerly known and designated as 416 Washington Street (Tax Map No. 143.68-1-12), 428 Washington Street (Tax Map No. 143.68-1-13) and 432 Washington Street (Tax Map No. 143.68-1-14), in the Planned Development District, in that at the time of the last update to such Section and Zoning District Map relating thereto in 2012, made by the adoption of Local Law No. 1 of 2012, such properties were classified as Downtown Mixed Use and are now best suited for the Planned Development District Use designation.

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. of 2023 of the City of Rensselaer was duly passed by the Common Council on _____, 2023, and was (approved)(not approved) (repassed after disapproval) by the Elective Chief Executive Officer*, Mayor Michael Stammel, and was deemed duly adopted on _____, 2023.

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 , 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 1, above.

(Seal)

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

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

Seconded by Alderperson : _____

**A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 30 OF 2023 AS TO
FORM AND SCHEDULING A PUBLIC HEARING THEREON**

WHEREAS, the City of Rensselaer is desirous of amending Section 179-85 (A) and (C)(1) of the Code of the City of Rensselaer relating to the Zoning Board of Appeals; and

WHEREAS, the Common Council has reviewed proposed Local Law No. of the year 2023, 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 IS RESOLVED, that proposed Local Law No. of the year 2023 is hereby approved as to form; and

BE IT FURTHER RESOLVED, that a Public Hearing will be held at 6:30 pm on April 19th, 2023, at the City Hall of the City of Rensselaer located at 62 Washington Street, Rensselaer, New York, so as to the allow the Common Council to hear Public Comment on proposed Local Law No. of 2023; 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 _____, 2023

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

So Approved!

Mayor

CITY OF RENSSELAER

LOCAL LAW NO. OF THE YEAR 2023.

**A Local Law to Amend Section 179-85
(A) and (C)(1) of the Code of the City of
Rensselaer, New York, Relative to the
Zoning Board of Appeals**

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. of 2023, and shall amend Section 179-85 (A) and (C)(1) of the Code of the City of Rensselaer, New York, relating to the Zoning Board of Appeals. This Local Law amends and supersedes all previously adopted Local Laws concerning such Section of the Code of the City of Rensselaer. The purpose of this Local Law is to update such Section of the City Code so as to be in conformity with the Laws of the State of New York and specifically detail that the Zoning Board of Appeals shall be made up of five (5) members plus two (2) alternates, with three (3) members constituting a quorum and reversal number, as allowed and provided for under Section 81 of the New York State General City Law.

ARTICLE II. LEGISLATIVE ACTION

The Common Council of the City of Rensselaer, New York, hereby amends Section 179-85 (A) and (C)(1) of the Code of the City of Rensselaer, New York, so as to read as follows:

179-85 (A). Creation, appointment and organization.

A Zoning Board of Appeals is hereby created in accordance with § 81 of the General City Law. Said Board shall consist of five members and two alternates, appointed by the Mayor for a term of five years each, staggered, and subject to removal for cause after public hearing. The Mayor shall designate the Chairperson of the Board of Appeals, while the Board of Appeals shall designate its Secretary and shall prescribe reasonable rules for the conduct of its affairs.

179-85 (C)(1). Meetings.

Meetings shall be held at the call of the Chairman or at such other times as the Board of Appeals may determine. A quorum shall consist of three members, but in order to reverse a decision of the enforcement official or authorize a variance, an affirmative vote of at least three members shall be required. The Board shall keep minutes of its proceedings showing the vote of each member upon each question, and shall keep records of its examinations and other official actions.

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. of 2023 of the City of Rensselaer was duly passed by the Common Council on _____, 2023, and was (approved)(not approved) (repassed after disapproval) by the Elective Chief Executive Officer*, Mayor Michael Stammel, and was deemed duly adopted on _____, 2023.

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.

(Seal)

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

CITY CLERK

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

Seconded by Alderperson : _____

A RESOLUTION AMENDING THE 2022-2023 BUDGET – COMMON COUNCIL

WHEREAS, the Common Council wishes to fund certain contractual lines as follows to further the efficient running of City government.

NOW, THEREFORE BE IT RESOLVED, that the Common Council for the City of Rensselaer hereby amends the 2022-2023 Adopted Budget as follows below,

From	Account 1010. Contractual Services Common Council			
Line Item	Description	Present	Change	Revised
A.7440.0010	Contractual Services-Data Processing	\$15,796.56	(9,000.00)	\$6,796.00
A.7440.0004	Contractual Services-Assessment	\$2,979.23	(2,000.00)	979.23
A.7440	Contractual Services-Council	\$106,679.72	(\$13,000.00)	\$93,679.72
A.7440.0007	Contractual Services-Engineering	\$13,950.00	(\$1,490.00)	\$12,460.00
A.7440.0015	Contractual Services-Road Maintenance	\$15,251.00	(200.00)	\$15,051.00
	Totals:		(\$25,690.00)	

TO:	DEPARTMENTAL APPROPRIATION LINES			
Line Item	Description	Present	Change	Revised
A.1680.7440	Contractual Services-Data Processing	\$19,203.44	\$9,000.00	\$28,203.44
A.1355.7440	Contractual Services-Assessor	\$1,020.77	2,000.00	\$3,020.77
A.1420.7440	Contractual Services-Law	\$103,945.22	\$13,000.00	\$116,945.22
A.1440.7440	Contractual Services-Engineering	\$1,050.00	\$1,490.00	\$2,540.00
A.5010.7440	DPW-Contractual Services	\$29,749.00	(\$500.00)	\$29,249.00
A.5010.7476	DPW-Boat Dock Maintenance	\$3,500.00	500.00	\$4,000.00
A.5142.7410	Snow Removal-Supplies	\$65,000.00	200.00	\$65,200.00
			\$25,690.00	

AND BE IT FURTHER RESOLVED THAT, all bills related to the above reference transfers are approved for the immediate payment by the Common Council of the City of Rensselaer.

Approved as to form and sufficiency

This -- day of February, 2023

Corporation Counsel

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				

#4

By Alderperson: COUNCIL AS A WHOLE

Seconded: _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN DOCUMENTS TO AFFECT A THREE-YEAR TERM AGREEMENT FOR PROGRAM DELIVERY AND GRANT ADMINISTRATION SERVICES FOR CDBG FUNDED PROJECTS AS DEEMED NECESSARY BY THE CITY OF RENSSELAER

WHEREAS, The City of Rensselaer desires a three (3) year term agreement (Master Agreement) with consulting firms to provide program delivery and grant administration services for CDBG funded projects on an as-needed, on call basis, and;

WHEREAS, the City published a Request for Qualifications for Program Delivery / Grant Administration services for a three-year period in the New York Contract Reporter and the Troy Record, and on the City of Rensselaer Official Webpage, and;

WHEREAS, the City received one (1) proposals for qualifications, and;

WHEREAS, the City has selected the following firm to contract for Program Delivery / Grant Administration services for CDBG funded projects on a three-year period based on their experience and expertise in various specialties:

Program Delivery/Grant Administration Services

*C.T. Male Associates (CT Male)
50 Century Hill Drive
Latham, NY 12110*

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Rensselaer does hereby resolve and authorize the Mayor of the City of Rensselaer to negotiate and affect a master agreement with the above listed firm for a three year term on an on call basis, as approved by the Common Council, and subject to final review by the City of Rensselaer Corporation Counsel, and;

Approved as to Form and Sufficiency
This ____ day of April, 2023

Corporation Counsel

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				

March 22, 2023



C.T. Male Associates
A DESIGN PROFESSIONAL CORPORATION



PROPOSAL

CITY OF RENSSELAER
Program Delivery/Grant Administration

Submitted To:

Attn: Amy Lolik, Grants Manager
City of Rensselaer
Planning and Development Agency
City Hall
62 Washington Street, 2nd Floor
Rensselaer, NY 12144

Jim Thatcher, P.E., Project Manager
C.T. Male Associates
E: j.thatcher@ctmale.com
T: (518) 786-7400

March 22, 2023

Amy Lolik
Grants Manager
City of Rensselaer
62 Washington Street
Rensselaer, New York 12144

Re: QUALIFICATIONS - NYS CDBG Program Delivery and Administration Services

Dear Ms. Lolik:

C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male) is pleased to present this proposal expressing our interest in providing CDBG Program Delivery and Administration Services to the City of Rensselaer, per the recent three-year RFP.

Rensselaer has a successful track record securing state and federal funding for a variety of local development, infrastructure, affordable housing, and public facility projects. The latest CDBG Award, \$1.9 million for significant upgrades at four City park facilities, including the flagship Riverfront Park, represents a major accomplishment. This grant, which was originally intended to be funded under the CARES Act, was converted by the Office of Community Renewal into a “regular” CDBG Public Facility Award with a two-year grant period. That shift, while providing the City with a longer schedule for implementation, also brings with it some added complexities in terms of CDBG compliance with federal regulations and OCR policies.

We understand those grant complexities, having helped municipalities implement all types of CDBG projects for several decades. Our Manager of Community Development, Jim Thatcher, has nearly 25 years of CDBG and municipal funding experience, ranging from overseeing housing rehab programs including working with local Rehabilitation Coordinators, to coordinating the replacement of an elevator at a Senior High-Rise, and more “routine” water and sewer line replacement projects. In Rensselaer, where you have existing technical capacity and skilled staff with grants experience, our expertise can be tailored to help you complete specific project delivery and administrative tasks, whereas in some communities we have covered the full range of those activities to keep grant projects on schedule. Supported by our Civil Engineering and Land Services Division, which has 13 licensed engineers and landscape architects as well as site designers and construction inspectors, C.T. Male is able to target our expertise to tasks that help advance your Parks Improvements Project, including assembling bid manuals, providing guidance regarding construction contract language, Section 3 and Davis Bacon compliance, and other technical construction requirements. We are familiar with the parks project, having prepared the Environmental Review Record under a separate contract, and Mr. Thatcher would be readily available throughout the grant period to assist with various administrative and grant management issues.

We are excited to have helped Rensselaer with securing recent CDBG and HOME funding awards for ongoing housing rehabilitation programs and completing the extensive ERR process for this Parks Improvements Project, which will greatly enhance safe recreational and fitness opportunities for residents. We believe we are well-positioned to be considered for this CDBG consulting role and to help strategize with the City regarding other CDBG opportunities going forward. Please feel free to reach out to me should you have any questions related to our qualifications.

Sincerely,
C.T. MALE ASSOCIATES



Jim Thatcher
Manager, Community Development

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Section 1

Company Profile



Founded on a legacy of ingenuity, professional integrity and outstanding community involvement, C.T. Male has forged long-term relationships with a diversified mix of public and private clients, gaining valuable knowledge and experience to create a notable portfolio of project experience.

Today, C.T. Male has over 100 employees throughout NY State. Our professional staff combines a wide range of academic knowledge, project experience and professional licenses that allows our firm the ability to offer comprehensive, interdisciplinary services.

112
YEARS IN BUSINESS

37
LICENSED PROFESSIONALS

6
OFFICE LOCATIONS

SERVICES

- ▶ **ENGINEERING**
- ▶ **ENVIRONMENTAL**
- ▶ **SURVEY**
- ▶ **GEOLOGY**
- ▶ **ARCHITECTURE**
- ▶ **LAND SERVICES**





Section 2

Relevant Experience



RELEVANT CDBG AND CDBG-CV EXPERIENCE

The tables on the following pages highlight a range of NYS CDBG Program awards (infrastructure and public facilities, housing, and economic development) secured and implemented through our Community Development Team on behalf of municipalities. The range of services related to these projects include preliminary engineering design and preparation of grant applications, neighborhood income surveys to determine income eligibility for infrastructure projects, project setup and environmental reviews (NEPA and SEQRA) after each award, and preparation of CDBG-compliant bid specifications, labor standards compliance, fiscal record-keeping and reporting, and project management in coordination with the municipality and Office of Community Renewal.

With respect to CDBG Public Facility projects, we wrote the application and administered a \$400,000 grant to build a new 10-story elevator at a senior high-rise apartment building in Little Falls, and we helped complete nearly \$850,000 in accessibility and roofing repairs for a former high school converted to a Community Center in the Town of AuSable, using CDBG funding and a Restore NY award. In Fort Edward, we have administered four separate phases of water line replacement work in lower income neighborhoods using CDBG awards secured between 2010 and 2015. In Rensselaer, we have helped secure several CDBG and HOME Program grants, as well as a prior RESTORE award, to help sustain the City's ongoing housing rehabilitation program for elderly and family homeowners. In 2015, we prepared the CDBG application and helped design and manage the Boys & Girls Club renovations (roofing, electrical system, entry doors) which enabled that facility to safely serve more than 1,500 youth with a variety of programs and services.

CDBG-CV (CARES Act) Experience

C.T. Male currently serves as the City of Glens Falls' Entitlement CDBG consultant, and in that role, we are helping the City implement its HUD-funded CARES Act award (\$451,000 in CDBG-CV and CV3 funding). In February 2022, we prepared a grant application on behalf of the City for separate NYS CDBG-CV funding. That \$345,000 award is providing financial assistance to help up to 15 businesses with larger expansion and COVID-related recovery projects. We have helped the City update the City's Program Design Plan and are now conducting Project Delivery and Underwriting Services with business applicants to be able to expend the State CDBG-CV funding by this June.

Additionally, we prepared a \$890,000 NYS CDBG-CV application for the City of Fulton (Oswego County) that will support HVAC renovations for the City's Fire and Police Stations to protect first responders who spend time in close quarters at those facilities. This application was prepared around the same time as the City of Rensselaer was submitting the Neighborhood Parks Improvements proposal to the OCR. During early 2022, we also helped two other communities with CDBG-CARES Project Consultation Forms for CARES funding, for a variety of housing and public facility projects with a link to COVID impacts. We also recently submitted a \$198,000 regular CDBG Microenterprise Program grant application on behalf of the City of Fulton, which will help that community assist small businesses with start-up and expansion projects that create jobs and improve future business resiliency.

Project Delivery, Bidding, and Construction Oversight

In addition to CDBG and HOME grant-writing and administration skills, C.T. Male can provide supporting professional and technical engineering and landscape architecture services to advance local infrastructure and public facility activities. Such services include engineering design for water and sewer facilities, stormwater management, and neighborhood infrastructure including parks and sidewalk and streetscape upgrades. These services often involve bid document preparation and oversight, including compliance with Davis Bacon and state prevailing wage regulations, HUD Section 3 and MWBE outreach efforts, and related CDBG policies.



C.T. Male Associates

A DESIGN PROFESSIONAL CORPORATION

50 Century Hill Drive, Latham, NY 12110
www.ctmale.com

We have included an organization chart of our Civil and Land Services Division to represent the depth of these Project Delivery Services and their integration with our Community Development staff that would be assisting the City with CDBG-funded projects.

The following pages also include two Community Profiles of our CDBG grant-writing, project delivery, and administration experience in terms of public facility, infrastructure, and housing activities implemented by smaller upstate municipalities.



Municipal Grant Funding Experience

Public Facilities and Infrastructure Projects



C.T. Male Associates
A DESIGN PROFESSIONAL CORPORATION



Projects funded primarily through the NYS Community Development Block Grant (CDBG)
Program and other State funding sources (2012-Present)

Community	Grant Award (All CDBG unless noted otherwise)	Project/Purpose	C.T. Male Role (s)	Completed
City of Rensselaer	\$400,000	Health and Safety Renovations to Boys and Girls Club	Grant Application/ Administration	Yes
Village of Sharon Springs	\$350,000 \$1.6 M (WQIP)	Sewer Trunk Line and WWTP Improvements	Strategy for Co-Funding/ Grant Applications	Awarded 2017
Village of Fort Edward	\$2.4 Million (CDBG)	Water Line Replacement Phase 1, 2, 3 and 4	Grant Application/ Administration/ NEPA and SEQR Compliance	Yes
City of Little Falls/ Little Falls Housing Authority	\$400,000 (CDBG)	Accessible Elevator Construction for 64- Unit Senior High Rise	Grant Application/ Administration/ Compliance	Yes
Washington County	\$750,000	Sprinkler Installation for a Skilled Nursing Facility	Grant Application/ Administration/ Labor Compliance	Yes
Washington County	\$600,000	Sewer Main and Service Line Replacement Target Area, Fort Edward, NY	Grant Application/ Administration/ Labor Compliance	Yes
Town of AuSable	\$49,000	Feasibility Plan for the Redevelopment of the Keeseville Civic Center	Grant Application/ Building Reuse Study	Yes
Town of AuSable (Clinton County)	\$300,000 (CDBG) \$500,000 (ESDC)	Phase 2 Renovations for the Keeseville Civic Center	Grant Application/ Administration Labor Compliance	Yes
Town of Fort Edward/ Hudson Headwaters Health Network	\$600,000	Construction of a Primary Care Community Health Center	Program Amendment/ Grant Administration/ Labor Compliance	Yes
Town of Ballston	\$5 Million (WQIP)	New Sewer System around Ballston Lake	Funding Strategy/Grant Applications	Awarded 2019

Municipal Grant Funding Experience



C.T. Male Associates
A DESIGN PROFESSIONAL CORPORATION

Economic Development, Small Business and "Microenterprise" Assistance using
NYS-CDBG, U.S. Department of Agriculture (USDA), and other Federal and State grant programs

Community	Funding Award	Project/Purpose	C.T. Male Role (s)	Completed
Town of Gouverneur	\$800,000 (CDBG) \$90,000 (USDA)	Microenterprise Program	Grant Applications/Program Design/ Loan Underwriting/ Grant Administration	Yes
City of Little Falls	\$600,000 (CDBG)	Business Assistance to create Jobs via City-wide Loan Program	Program Delivery/ Grant Administration To Guide Use of Program Income	Yes
Town of Fort Edward	\$90,000 (USDA)	Revolving Loan Fund for Small Businesses	Program Development/ Loan Underwriting/ Grant Administration	Yes
City of Glen Falls	\$500,000 (Restore NY) (ESDC)	Warren Street Square Redevelopment	Grant Application/ SEQR and SHPO/ Fiscal Administration	Yes
City of Glens Falls	\$725,000 DRI Round 1 (NYS HCR)	Fund for Downtown Revitalization and Public Arts Trail	Grant Administration/ Program Design/ Project Delivery/Compliance	Underway
Village of Hoosick Falls	\$50,000 (Local)	Revolving Loan Fund for Small Businesses	Program Development Loan Underwriting / Grant Administration	Yes
Town of Malone	\$200,000 (CDBG)	Main Street Microenterprise Program	Grant Application/ Program Setup/ Grant Administration	Yes (2018 - 2020)
Town of East Greenbush	\$2,000,000 (ESDC)	Infrastructure and Road Access for a Pharmaceutical Company Expansion	Funding Strategy/ Grant Application	Awarded 2016/ Underway
Franklin County	\$200,000 (CDBG)	Microenterprise Program (County-wide)	Project Delivery and Assist with Administration	Yes
Gehring-Tricot Corp. (Herkimer County)	\$300,000 (ESDC)	Manufacturing Expansion including Equipment Purchases	Grant Application/ Architectural and Engineering/Site Design	Yes
Village of Malone	\$988,000 (Restore NY ESDC)	The River Building Renaissance Project	Grant Application General Advisory Services	Awarded March 2018
Village of Saranac Lake	\$750,000 (CDBG)	Financial Assistance for Equipment and Furniture for a year-round Resort Project	Grant Application /Program Design/ Environmental Review	Yes

Municipal Grant Funding Experience



C.T. Male Associates
A DESIGN PROFESSIONAL CORPORATION

Housing Rehabilitation, Homeownership, Emergency Housing Repairs using NYS-CDBG, HOME Program, NYS RESTORE (through Homes and Community Renewal), and the NYS Affordable Housing Corporation (AHC) – (2011 to Present)

Community	CDBG/HOME/ AHC Awards	Project/Purpose	C.T. Male Role (s)	Completed
Village of Ballston Spa	\$568,000 AHC \$400,000 HOME	Working Families Revitalization Program (Housing Rehabilitation)	Grant Application/Program Delivery/Administrative Support	Yes 25 Units
Village of Corinth	\$505,000 AHC \$400,000 HOME \$426,000 HOME	Village-wide Housing Rehabilitation (Owner Occupied and Rental)	Grant Applications/ Environmental Reviews/ Program Delivery	Yes 65 Units
Town of Danby (Tompkins County)	\$29,000 (CDBG Planning Grant)	Community Housing Needs Assessment	Implementation and Public Presentation of Housing Study	Yes (2019)
Town of Fort Edward	\$500,000 AHC \$45,000 HOME	Shared Housing Initiative (Owner Occupied)	Grant Applications/ Administrative Support	Yes 25 Units
City of Glens Falls	\$389,000 HOME \$382,000 HOME \$449,000 HOME	Gateway Homeownership Program	Grant Applications/ Administration and Project Delivery	30 homes purchased to date
City of Glens Falls	\$125,000 (Entitlement CDBG-Annual)	Housing Rehabilitation and Emergency Repair Programs	Administration, Environmental Reviews, Project Delivery, IDIS Reporting	8 to 10 homes per year
City of Little Falls (Herkimer County)	\$515,000 AHC \$800,000 CDBG \$400,000 HOME \$419,000 HOME	City-wide Housing Rehabilitation (Owner Occupied)	Grant Applications/Program Delivery/Administrative Support	In Progress - 55 Units to date
City of Rensselaer	\$400,000 CDBG \$1.3 M HOME	City-wide Housing Rehabilitation (Owner Occupied)	Grant Applications/ Environmental Review/ Admin Assistance	2022 Most Recent Award
City of Rensselaer	\$109,000 (2018) NYS-RESTORE	City-wide Emergency Repairs (Seniors)	Grant Applications/ Admin Assistance	Yes
Washington County	\$49,000 CDBG Planning Grant	Homeless and Transitional Housing Needs Study	Grant Application	Yes
Village of Victory	\$200,000 CDBG	Housing Rehab (Owner Occupied)	Program Delivery/ Administration	Yes

Municipal Affordable Housing Project *

NYS Community Development Block Grant (CDBG) Program



C.T. Male Associates
A DESIGN PROFESSIONAL CORPORATION



Rockton Plaza Accessibility Project

Coordinated funding strategy, application preparation, and grant setup activities for the City of Little Falls to provide support for construction of an ADA compliant elevator serving a 64-apartment senior housing high-rise.

Following CDBG award, managed federal and state compliance activities among the Little Falls Housing Authority (owner), project architect and engineers, General Contractor, and the City, including:

- NEPA and SEQRA Environmental Review
- Procurement of design and engineering services
- Grant accounting and fiscal management
- Labor standards / wage compliance during construction

* This project is representative of Jim Thatcher's work. Mr. Thatcher was the Grant Administrator for this funding. However it was completed while he worked for his previous employer, Avalon Associates (Glens Falls, NY) before joining C.T. Male.

CLIENT

City of Little Falls, NY
Little Falls Housing Authority
550 John Street

CLIENT CONTACT

Mark Blask
Mayor
315.823.2540

FUNDING SUMMARY

City CDBG Award: \$400,000
Total Project: \$1.4 Million

* Grant Application Preparation and Administration Services

Village of Fort Edward, New York



C.T. Male Associates
A DESIGN PROFESSIONAL CORPORATION



* *Canal Street Marketplace* - C.T. Male coordinated grant compliance, reporting, and preparation of reimbursement documents from two State funding awards for this Project.

Funding application preparation and grant administration for targeted neighborhood and community-wide improvement projects, housing rehabilitation, downtown redevelopment, public facilities and water and sewer infrastructure upgrades. Projects include:

- Housing Improvement Program – (ongoing owner-occupied housing rehabilitation)
- Water Line Capital Plan – Safe Water Improvement Program

1983 / 84 Small Cities CDBG	(Canal District Residential Improvement Program)	\$481,000
1994 Small Cities CDBG	(Depot Area Housing Rehabilitation Program)	\$400,000
1999 Small Cities CDBG	(Housing Improvement Program)	\$400,000
2000 NYS CDBG	(Village-wide Housing Improvement Program)	\$400,000
2003 NYS CDBG	(Housing & Community Improvement Program)	\$350,000
2005 NYS CDBG	(Broadway Revitalization Program) – Apartment Rehab Above Storefronts	\$400,000
2006 NYS CDBG	(Hudson River Safe Water Project)	\$167,000
2007 NYS CDBG	(East Street Gateway Revitalization Program) - Housing	\$400,000
2010 NYS CDBG	(Water Distribution System Improvements - Phase 1)*	\$546,000
2011 NYS CDBG	(Water Distribution System Improvements - Phase 2)	\$600,000

Table continues to next page

Grant Application Preparation and Administration Services

Village of Fort Edward, New York



C.T. Male Associates
A DESIGN PROFESSIONAL CORPORATION

2012 NYS CDBG	(Water Distribution System Improvements - Phase 3)	\$600,000
2015 NYS CDBG	(Water Distribution System Improvements - Phase 4) (Includes \$600,000 in CDBG awarded to Washington County for Sewer Lines)	\$1,200,000
2022 NYS CDBG	(Engineering Assessment for the Historic Fort Neighborhood)	\$48,000
2022 - 2023 HOME	(Home Improvement Program)	\$800,000
2005 HOME	(Rental Homes Improvement Program)	\$400,000
2006 Shared Municipal Services	(Shared Highway Services Project)	\$23,000
2007 Shared Municipal Services	(Shared Highway Facilities Project)	\$369,000
2006 Transportation Enhancement Program	(Route 4 Pedestrian Rediscovery Project)	\$245,000
2011 Make the Connections Program	(Sidewalks, Curbs, and Non-vehicular Paths)	\$37,000
2012 Safe Routes to School Program	(Sidewalk Replacement and Reconstruction)	\$488,000

FEDERAL / STATE / LOCAL FUNDING AWARDED:

\$8,354,000

CLIENT:

Village of Fort Edward
118 Broadway
Fort Edward, NY 12828

CONTACT:

Mayor Matthew Traver
518.747.4023



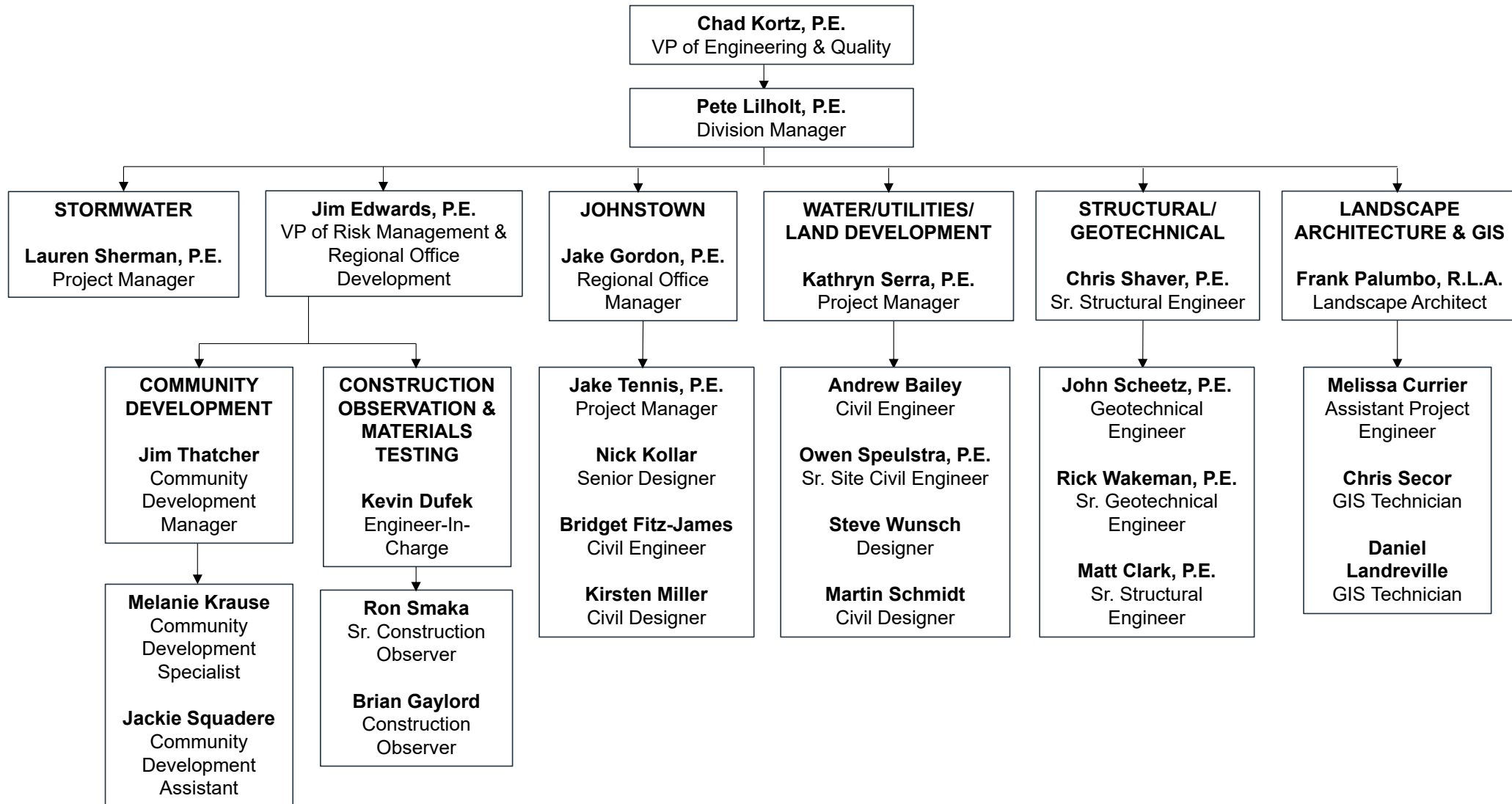


Section 3

Key Personnel



ORGANIZATIONAL CHART





Jim Thatcher

Manager, Community Development

As Manager for Community Development under the firm's Civil and Environmental Engineering Divisions, Mr. Thatcher is responsible for fostering relationships with municipal, non-profit, and private clients and coordinating the identification of funding opportunities that meet clients' diverse project needs.

With more than 20 years of experience in public financing programs and project implementation and compliance, Mr. Thatcher conducts community needs assessments to help clients identify suitable funding programs and prepares grant proposals that support local priority projects. After funding award Mr. Thatcher oversees project implementation and grant administration, including contract execution, fiscal accounting and regulatory compliance, NEPA and SEQRA environmental reviews and permitting, oversight of work schedules and budgets, and completion of periodic grant reports and closeout documentation.

NOTABLE PROJECT EXPERIENCE

Municipal

- City of Glens Falls, NY – Manage the day-to-day administration and long-term policy and planning activities for the City's Entitlement CDBG Program with an annual budget of \$490,000 and including 20 to 25 different community development projects.
- Created the Gateway Brownfields Redevelopment Program and secured \$1.2 million in five (5) EPA Brownfields Assessment Grants between 2003 and 2016 to conduct site investigations and reuse planning for more than 85 vacant and underutilized properties.
- Downtown Revitalization Initiative (DRI) – Participated on a Mayor's Working Group to guide and oversee the implementation of the City's \$10 million Round 1 DRI Award and several other related public and private investments to facilitate downtown revival.

Grant Proposal & Implementation Experience

- Housing Rehabilitation and Homeownership
- Municipal Infrastructures
- Public Facilities – (Senior & Health Centers, Childcare)
- Brownfield Site Assessments, Reuse Planning, and Cleanup Strategies
- Main Street Revitalization / Economic Development
- Small Business (Microenterprise)
- Municipal Park Improvements
- Historic Preservation
- Local Waterfront Revitalization



EDUCATION

BA in History and Government
Hamilton College

Master of Public Administration
Cornell University

PROFESSIONAL AFFILIATIONS

- Former Director, NYS Rural Housing Coalition
- Chair, Long-Range Planning Committee, NYS Rural Housing Coalition
- Member, Development Working Group, Glens Falls, NY
- Former Member, Canal Street Marketplace Steering Committee, Fort Edward, NY



Melanie Krause

Community Development Specialist II

Ms. Krause joined C.T. Male in 2021 as a Community Development Specialist II. Ms. Krause has extensive experience in facilitating and maintaining complex contracts between businesses and nonprofit community organizations; assisting in grant applications and community outreach programs; as well as consulting for grant submissions administering awards.

Ms. Krause collaborates with Community Development Manager, Jim Thatcher, who shares 20 years experience in grant writing and implementing community and municipal funding opportunities.

Ms. Krause is experienced with coordinating municipal employee occupational health and safety needs including asbestos, lead, and silica surveillance evaluations. Additionally, Ms. Krause assisted businesses with OSHA compliance and implementing employer health and safety policies.

Ms. Krause is also working toward becoming C.T. Male's American Rescue Plan Action (ARPA) Designated Consultant to oversee any ARPA questions or project implementations for municipalities to appropriate use funds.



NOTABLE PROJECT EXPERIENCE

- Collaborate with Community Development Manager on day-to-day administration and planning activities for City's Entitlement CDBG Program with an annual budget of \$490,000 and including 20 to 25 different community development projects; City of Glens Falls, NY
- ARPA Research and Consulting, Town of Malta, NY
- NYS Parks, Recreation & Historic Preservation

Grant Proposal and Implementation Experience

- Transportation Alternative Program (TAP) and Transportation Improvement Program (TIP)
- Water Infrastructure Improvement Act (WIIA)
- NYS Occupational Safety and Health Training and Education
- Housing Rehabilitation and Homeownership Programs

EDUCATION

BS in Communication Sciences & Disorders
The College of Saint Rose

PROFESSIONAL AFFILIATIONS

- Former Member, National Student Speech Language Hearing Association (NSSLHA)
- Licensed through the National Insurance Producer Registry
- Worked closely with Northeast New York Coalition for Occupational Safety and Health (NENYCOSH)

By Alderperson:

Council As A Whole

Seconded By Alderperson: _____

RESOLUTION APPROVING CONTRACT WITH DESLIGNORE AND BUDGET TRANSFER TO RECONSTRUCT THE TENNIS COURTS IN RIVERFRONT PARK

WHEREAS, the City of Rensselaer received a State and Municipal Facilities grant in the amount of \$125,000, and;

WHEREAS, the \$125,000 has been approved by the New York State Senate Ways and Means Committee to be used for the purpose of reconstructing the tennis courts in the Rensselaer Riverfront Park, and;

WHEREAS, the City of Rensselaer bid the reconstruction of the tennis courts and is desirous of moving forward with the bid from DelSignore Blacktop Paving, Inc. and;

WHEREAS, the \$125,000 grant will pay for approximately 80% of the total project costs and;

WHEREAS, the Comptroller has confirmed that the Youth and Recreation Department and Capital Projects fund have sufficient funds to finance the remaining project costs and;

WHEREAS, the Common Council has previously approved budget transfers to pay for the reconstruction of courts;

NOW, THEREFORE BE IT RESOLVED, that the Common Council authorizes the Mayor to execute the contract with DelSignore Blacktop Paving, Inc, and hereby amends the adopted 2022-2023 budget as follows:

<u>Line Item</u>	<u>Description</u>	<u>Present</u>	<u>Change</u>	<u>Revised</u>
	<u>General Fund - Appropriations</u>			
A.7110.7258	Recreation-Equipment Purchases	\$25,000.00	(\$25,000.00)	\$0.00
A.9900.9905	Transfer to Capital	\$0.00	\$25,000.00	\$25,000.00
	<u>Capital Projects - Revenue</u>			
H.3497.3137	State Aid- Tennis Court Project	\$0.00	\$125,000.00	\$125,000.00
H.5031.3137	Contribution from Gen Fund, Youth Dept	\$0.00	30,467.00	\$30,467.00
	<u>Capital Projects - Appropriations</u>			
H.7170.7250.3137	Tennis Court Reconstruction	\$0.00	\$155,467.00	\$155,000.00

Approved as to form and sufficiency
this _____ day of _____, 2023

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				



DelSignore Blacktop Paving, Inc.
42 Brick Church Road
Troy, NY 12180
Phone: (518) 279-1642 Fax: (518) 279-1792

To:	City Of Rensselaer	Contact:	James Brady
Address:	62 Washington St Rensselaer, N.Y., 12144	Phone:	
		Fax:	
Project Name:	Rensselaer Tennis Court	Bid Number:	22-413
Project Location:	Rensselaer, NY	Bid Date:	12/28/2022

DelSignore Blacktop Paving, Inc. is pleased to offer the following proposal for the above referenced project:

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Site Removals:	1.00	LS	\$10,767.40	\$10,767.40
- Saw Cut And Remove Asphalt Cracks 2' Wide Up To 500 Linear Feet.				
Existing Fencing:	1.00	LS	\$6,000.00	\$6,000.00
- Remove Up To 30 Linear Feet Of Fence And Posts For Access Then Reinstall				
New Posts And Netting:	1.00	LS	\$11,000.00	\$11,000.00
- Remove Existing Nets And Posts.				
- Install (2) Sets Of Tennis Court Posts And Nets.				
Asphalt Paving:	15,000.00	SF	\$7.98	\$119,700.00
- Install 2.5" Of Type 3 Binder In Trenches Removed. Up To 1,000 Square Feet.				
- Install Tack Coat Over Existing Court Surface.				
- Shim Areas To Reduce Ponding.				
- Install 1.5" Of 9.5mm Top Course After Compaction.				
- Install (2) Sets Of Tennis Court Markings And (1) Set Of Pickle Ball Markings Inside One Tennis Court.				
Restoration:	1.00	LS	\$8,000.00	\$8,000.00
- Place Topsoil, Seed And Mulch In Disturbed Areas Due To Construction.				
- Repair Mortar Adjustment At Existing Catch Basin, Reset Existing Frame.				
Total Bid Price:				\$155,467.40

Notes:

- NYS Sales Tax expense is excluded.
- Regardless of what drawing and specifications reference to, all paving surfaces must have a minimum of 2% cross slope for positive drainage. Anything less we will not guarantee surface to be free of standing water.
- Premium time not included or anticipated in the work of this proposal.
- Night work not included or anticipated in the work of this proposal.
- Excludes all permits and associated fees, if and as applicable.
- All testing is assumed to be coordinated and paid for by others, if and as applicable.
- Price includes one (1) mobilization to job site. Add \$3,500.00 for each additional mobilization.
- 2023 Paving season will run from April 25, 2023 thru October 28th, 2023. This proposal is valid for those paving dates. If paving is requested prior to (pending material availability) or beyond these dates, further qualifications will be required for acknowledgment by the owner prior to pavement installation - NO EXCEPTIONS. DelSignore will issue a waiver which shall be fully executed by both parties prior to completing the work. DelSignore Blacktop Paving does not support the Placement of Top Course before/beyond these dates. These dates are set forth in the NYS DOT specifications manual dated 2008. These dates are for timeline reference. Temperatures for top course installation shall be a minimum 50 degrees (F) and rising.
- The pricing contained herein is based upon the current New York State asphalt pricing index of **\$617.00** per liquid ton. The index is adjusted monthly using the asphalt price adjustment formula per NYSDOT standards. Notwithstanding, costs resulting only from an increase of the monthly average posted price in effect at the time of completion will be billed accordingly. No further discount for decreases (if any) in the index pricing under this provision will be allowed and is hereby agreed as such.
- The pricing contained herein is based upon the current New York State fuel pricing index of **\$2.64/gallon**. The indexes are adjusted monthly using the fuel price adjustment formulas per NYSDOT standards. Notwithstanding, costs resulting only from an increase of the monthly average posted price in effect at the time of completion will be billed accordingly. No further discount for decreases (if any) in the index pricing under this provision will be allowed and is hereby agreed as such.
- DelSignore will not be held liable for any reflective cracking, thru the results of paving over existing asphalt surface, and or concrete surfaces.



DelSignore Blacktop Paving, Inc.
42 Brick Church Road
Troy, NY 12180
Phone: (518) 279-1642 Fax: (518) 279-1792

To: City Of Rensselaer Address: 62 Washington St Rensselaer, N.Y., 12144	Contact: James Brady Phone: Fax:
Project Name: Rensselaer Tennis Court Project Location: Rensselaer, NY	Bld Number: 22-413 Bld Date: 12/28/2022

- We have received notification of eminent material price increases beginning 1-3-2022 and as such, pricing for aggregates and especially asphalt materials can only be confirmed close to the time materials would be needed/installed. This project is faced with a 10%-20% increase in material cost and because of, all work taking place in 2022 will be subject to these increases, **NO EXCEPTIONS.**

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: DelSignore Blacktop Paving, Inc. Authorized Signature: _____ Estimator: Jason Carpenter (518) 279-1642 jcarpenter@delsignorecompanies.com
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By Alderperson:

Jim Casey

Seconded By Alderperson:

Council AS A Whole

RESOLUTION AUTHORIZING BUDGET TRANSFER

WHEREAS, the City of Rensselaer is desirous of making a budget transfer to establish funds for the refurbishing of the basketball courts under the bridge.

NOW, THEREFORE BE IT RESOLVED, that the following budget transfer be authorized.

FROM:	A.5010.7110	-\$5,000	Supervisory
	A.5010.7130	-\$27,500	Public Safety Operations
	A.5010.7466	-\$7,500	Community Enhancement

TO:	A.7110.7258	+\$40,000	Replacement Equipment
-----	-------------	-----------	-----------------------

As to form and sufficiency
this 19th day of June 2019

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	Abstain	Absent
Result	PASSED			

Corporation Counsel

Approved by:

Rich Momey
Mayor

Resolutionbudgettransfer61919

A RESOLUTION TO TRANSFER FUNDS IN THE YOUTH DEPARTMENTSponsored by
Aldersperson(s)

Council as a Whole

WHEREAS, the City of Rensselaer is desirous of transferring funds in the Youth department from the appropriated funds line to the Youth Bureau Contracted Services line, and

WHEREAS, the transfer will fund the resurfacing of basketball courts in the City.

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of Rensselaer authorizes the following transfer:

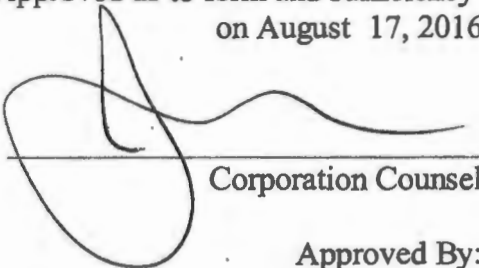
FROM:

Account No.	Description	Amount
A.0000.1001.0002	Appropriated Fund Balance	\$ 23,750.00
	TOTAL	\$ 23,750.00

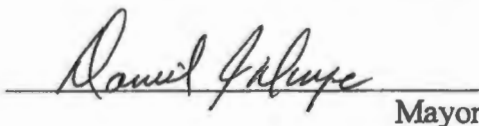
TO:

Account No.	Description	Amount
A.7310.7440.001	Youth Bureau Contracted Svs.	\$ 23,750.00
	TOTAL	\$ 23,750.000

Approved as to form and sufficiency
on August 17, 2016


Corporation Counsel

Approved By:


Mayor

JAMES VAN VORST
DAVE GARDNER
JOHN DEFRANCESCO
JAMES CASEY
RICHARD MOONEY
MARGARET VAN DYKE
BRIAN STALL

	AYES	NOES
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
Total	7	0

By Alderperson:

COUNCIL AS A WHOLE

Seconded by Alderperson:

**RESOLUTION AUTHORIZING AGREEMENT WITH 141 WAREHOUSE
LLC FOR LEASE OF PARKING LOT**

WHEREAS, the City of Rensselaer desires to utilize a portion the Parking Lot near the City Police Station for municipal police parking purposes pursuant to a three (3) year lease with 141 Warehouse LLC per the attached agreement at a lease rate as set forth in such agreement, and

WHEREAS, such lease agreement is in the best interests of the City of Rensselaer,

NOW, THEREFORE BE IT RESOLVED, that on behalf of the City of Rensselaer, the attached lease agreement is hereby approved, and the Mayor is authorized to execute such Agreement.

Approved as to form and sufficiency
this day of , 2023

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				

PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (this "Lease") is made as of April 1, 2023, by and between 141 Warehouse LLC, with an address of 141 Broadway, Rensselaer, NY 12144 (the "Landlord"), and the City of Rensselaer with an address of 62 Washington St., Rensselaer, 12144 (the "Tenant") continuing until March 31, 2026. The Landlord and the Tenant shall also be referred to herein each as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the Landlord and the Tenant are parties to an informal unwritten prior Lease Agreement for certain premises located adjacent to the City Police Station, the Premises (as hereinafter defined) and now wish to extend such lease for an additional three (3) year period per the terms contained herein; and

WHEREAS, the Landlord has agreed to lease to the Tenant and the Tenant has agreed to lease from the Landlord the Leased Premises, to be used generally as a parking lot, on the terms and conditions herein contained.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. DEMISE OF PREMISES: The Landlord hereby demises and lets to the Tenant, and the Tenant hereby takes and leases from the Landlord, for the term or terms and upon the provisions hereinafter specified, the following described property (collectively, the "Leased Premises"): (a) the real property described on Exhibit A of this Lease, attached hereto and made a part hereto together with all easements, rights and appurtenances thereunto belonging or pertaining (collectively, the "Land"), and (b) all improvements now constructed on the Land, if any.

Term. The Tenant is hereby leasing the Leased Premises for a term commencing on April 1, 2023 (the "Effective Date") and terminating on March 31, 2026 (the "Term").

Rent. During the Term, the Tenant shall make rent payments to the Landlord in the amount of \$1000.00 ("Rent") per month with rent payment to be made in arrears. The Tenant shall make each Rent payment to the Landlord at the Landlord's address set forth above, or at such other place or to such other persons or entities as the Landlord from time to time may designate to the Tenant in writing.

Use. The Tenant's sole use of the Leased Premises shall be for the parking of cars and vehicles used by its agents, employees, consultants, affiliates; guests, invitees and third-party assignees, sublessors and designees. The Parking Lot Usage shall be for approximately 15 non-exclusive parking spots.

Compliance with Laws. Throughout the term of this Lease, the Tenant, at its sole cost and expense, shall comply with any and all laws, regulations and ordinances that are applicable to the Leased Premises or any part thereof. The Tenant shall not be required to correct any condition on the Leased Premises that existed at the Effective Date and at that time represented a violation of or noncompliance with, any applicable law, regulation or ordinance by the Landlord.

Indemnity; Insurance. The Tenant shall indemnify the Landlord (and its officers, directors and employees) against, and save the Landlord (and its officers, directors and employees) harmless from, any and all losses, damages, claims, liabilities, judgments, costs and expenses (including the reasonable cost and expense of defending any claim), arising directly or indirectly during the

term of this Lease out of any act, omission or negligence of the Tenant, its agents, employees, consultants, affiliates, guests, invitees and third-party assignees, sublessors and designees. The Tenant will provide for the Landlord, by insurance or otherwise, reasonable written assurance for the performance by the Tenant of this indemnity and save harmless agreement.

Default. In the event that the Tenant shall fail to pay Rent or any part thereof when due or shall violate or fail to perform any of the covenants hereof on the part of the Tenant to be performed, in both such circumstances after notice of such failure or violation shall have been given as hereinbelow provided (each such event, a "Default"), the Landlord may elect either:

- A. To re-enter the Leased Premises by summary proceedings or otherwise and re-let the Leased Premises to a third party or parties, making diligent efforts therefor, and upon receiving rent therefrom, applying the same first to the payment of Rent and other fees and expenses accruing hereunder, and the balance, if any, to be paid to the Tenant; provided, however, that the Tenant shall remain liable for the equivalent of the amount of all Rent and other payments due, as the case may be, throughout the remaining term of this Lease to the extent such amounts are not mitigated by such third party lessee or lessees; or
- B. To terminate this Lease and to resume possession of the Leased Premises wholly discharged from this Lease. The Landlord shall make such election by written notice to the Tenant at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the Leased Premises by reason of the Default then existing and such election shall be final. If the Landlord shall elect to terminate this Lease as set forth in this Section 10(b), then immediately upon such termination, all rights and obligations whatsoever of the Tenant and of its successors and assigns under this Lease, so far as the same may relate to the unexpired portion of the term hereof: shall cease. Within ten (10) days after receipt by the Tenant of notice of election by the Landlord to terminate this Lease pursuant to this Section 10(b), (i) the Parties shall, by an instrument in writing in form for recording, cancel this Lease and the unexpired portion of the term hereof: and (ii) the Tenant shall surrender and deliver to the Landlord the entire Leased Premises, and upon any default by the Tenant in so doing, the Landlord shall have the right to re- enter the Leased Premises either by summary proceeding or otherwise.

No Default hereunder shall be deemed to have occurred on the part of the Tenant until thirty (30) days after written notice of such Default shall have been received by the Tenant, and the Tenant within such time shall have failed to remedy such Default. If any Default by the Tenant, (with the exception of the payment of Rent), cannot reasonably be cured within such thirty (30) day period, then the Tenant shall have such additional time as may be reasonably necessary to remedy the same.

2. **TERMINATION.** Notwithstanding any other term of this Lease to the contrary, (and in addition to the Parties' other rights herein to terminate this Lease), the Tenant and the Landlord shall each have the right to terminate this Lease at any time upon not less than ninety (90) days' prior written notice to the other. Upon any such termination, this Lease shall terminate and expire on the date specified in such notice as if this Lease had expired by lapse of time. In the event that the effective date of termination causes this Lease to terminate on a date other than the Payment Date or a subsequent anniversary of the Payment Date, the Tenant shall prorate its final payment of Rent to the Landlord to correspond to such shortened period.

3. **ASSIGNMENT-SUBLETTING.** Tenant may not assign or sublet this property without prior written permission from the Landlord. The Tenant must send a written request to the Landlord at least 30 days prior to the proposal start date.

A) So long as no Default by the Tenant has occurred and is continuing, the Tenant may assign this Lease or sublet the whole or any part of the Leased Premises at any time to any other party after prior written approval of the Landlord (see above paragraph), subject to all other terms and conditions of this Lease. No assignment or sublease shall impose any additional obligations on the Landlord under this Lease. Neither such assignment or sublease, nor the agreement of any assignee or sublessor to assume the Tenant's obligations under this Lease shall relieve the Tenant of any such obligations and the Tenant shall remain fully and primarily liable therefor.

4. **SUCCESSORS AND ASSIGNS.** Except as otherwise set forth in this Lease, the agreements and conditions in this Lease contained on the part of either Party to be performed and observed shall be binding upon said Party and its successors and assigns, and shall inure to the benefit of the other Party and its successors and assigns.

5. **QUIET ENJOYMENT.** Upon the Tenant's payment of the Rents and other required payments herein provided, and upon the Tenant's observance and performance of all the covenants, terms and conditions to be observed and performed pursuant to this Lease, the Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by the Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

6. **FORCE MAJEURE.** No liability shall result to either Party from such Party's delay in performance or non-performance under this Lease-caused by circumstances beyond such Party's control, including but not limited to acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, strike, lockout, injunctions, catastrophic breakage or failure of machinery or apparatus, national defense requirements or compliance with or change in applicable law. The non-performing Party shall be diligent in attempting to remove any such cause and shall promptly notify the other Party of the extent and probable duration of such cause.

7. **NOTICES.** All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth in the caption to this Lease above or to either Party at such other address as such Party may designate by notice to the other Party.

8. **WAIVER: INVALIDITY OF PARTICULAR PROVISION.** The failure of a Party to exercise or enforce any of its rights under this Lease shall not be a waiver of those rights and shall not affect any other right of that Party under this Lease. In the event that any provision of this Lease shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Lease either void or unenforceable and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

9. **CONSTRUCTION: SECTION HEADINGS.** Each term and each provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition. The paragraph headings throughout this Lease are used for convenience only, and shall not be held to explain, modify, amplify or otherwise aid in the interpretation, construction or meaning of this Lease.

10. **NO MERGER OF TITLE.** There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in or ownership of any of the Leased Premises by reason of the fact that the same person or entity may acquire, hold or own, directly or indirectly, (a) the leasehold estate created by this Lease or any part thereof or interest therein or any interest of the Tenant in this Lease, and (b) the fee estate or ownership of any of the Leased Premises or any interest in such fee estate or ownership; and no such merger shall occur unless and until all persons or entities having any interest in (i) this Lease as the Tenant or the leasehold estate created by this Lease, and (ii) this Lease as the Landlord or the fee estate in or ownership of the Leased Premises or any part thereof sought to be merged shall join in a written instrument effecting such merger and shall duly record the same.

11. **SURRENDER.** The Tenant shall (a) on the last day of the term hereof, (b) upon any earlier termination permitted under this Lease, or (c) upon any permitted entry or re-entry by the Landlord upon the Leased Premises, peaceably leave and surrender the Leased Premises into the possession and use of the Landlord without fraud or delay in good order, condition and repair without violations, reasonable wear and tear and casualty excepted. If the Tenant has made additions, alterations or modifications to the Leased Premises, at the request of the Landlord, the Tenant shall remove such additions, alterations or modifications, at its expense, upon such surrender.

12. **SUBORDINATION OF LEASE.** This Lease and the term and estate granted herein are and shall be subject and subordinate to the lien of all institutional mortgages which may now or at any time hereafter affect all or any portion of the Landlord's interest in the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof

13. **ARBITRATION.** Any dispute arising directly or indirectly from this Lease, including tort claims, shall if no amicable settlement shall be reached through negotiations, be finally settled by arbitration in Rensselaer County, New York. The arbitration proceedings shall be held in accordance with current regulations as per the County of Rensselaer, or State of New York. Unless otherwise agreed by the Parties or the arbitrator in writing, the costs of the Arbitration shall be borne equally by both Parties.

14. **COUNTERPARTS.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

End of Lease. Signature Page Follows.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

141 Warehouse LLC , the
Landlord

Attest:

Name:

Title: President,

CITY OF RENSSELAER, the Tenant Attest:_____

Name: Michael Stammel

Title: Mayor

Exhibit A

Description of Leased Premises:

Approximately 15 Non-Exclusive parking spaces in the parking area of the property located across from the City of Rensselaer Police Station.