



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 FOR THE COMMON COUNCIL MEETING MARCH 18, 2020

1. A RESOLUTION TO APPROVE EASEMENT AND ENCROACHMENT AGREEMENT WITH ST. PAUL'S CENTER, INC. AS TO FORM AND SUBSTANCE
2. RESOLUTION AMENDING THE SMOKING AND VAPING POLICY OF THE CITY OF RENSSELAER
3. RESOLUTION RATIFYING AGREEMENT WITH MOHAWK AMBULANCE
4. RESOLUTION AUTHORIZING AGREEMENT WITH MEDICAL DIRECTOR
5. A RESOLUTION APPROVING CONTRACT WITH BRYCER, LLC FOR COMPLIANCE ENGINE SOFTWARE

6. A RESOLUTION ACCEPTING DONATION AND INCREASING
EXPENSE AND REVENUE LINES IN THE YOUTH BUREAU BUDGET
7. A RESOLUTION TO ACCEPT FEE AND INCREASE EXPENSE AND
REVENUE LINES IN THE YOUTH BUREAU BUDGET

By Alderperson : _____

Seconded by Alderperson : _____



**A RESOLUTION TO APPROVE EASEMENT AND ENCROACHMENT AGREEMENT WITH ST. PAUL'S
CENTER, INC. AS TO FORM AND SUBSTANCE**

WHEREAS, The Common Council of the City of Rensselaer has been provided with the attached May 14th, 2019 Site Plan Approval Letter for St. Paul's Center, Inc. properties located at 212-214 Washington Avenue in the City of Rensselaer, and such Approval further requiring that the Applicant obtain Agreement and Approval from the Common Council of an Easement and Encroachment Agreement, a proposed copy of which is attached hereto, made a part hereof and incorporated herein by reference, and also being attached hereto for reference is the recorded Boundary-Lot Line Agreement and recorded Driveway, Parking and Maintenance Agreement, both also required as part of the Site Plan Approval by the Planning Commission, and

WHEREAS, the Common Council has reviewed such proposed Easement and Encroachment Agreement, and

WHEREAS, such proposed Easement and Encroachment Agreement appears appropriate as to form and substance, and a Public Hearing having been conducted on this matter on March 18th, 2020 so as to consider public comments on such proposed Easement and Encroachment Agreement, and good cause appearing therefor,

NOW, THEREFORE BE IT RESOLVED, that the attached proposed Easement and Encroachment Agreement is hereby approved as to form and substance, and

BE IT FURTHER RESOLVED, that the Mayor of the City of Rensselaer, or his designee under the law, is hereby authorized to sign such Easement and Encroachment Agreement.

Approved as to form and sufficiency
this _____ day of March, 2020

Corporation Counsel

Mayor



Charles E. Moore, AICP
Planning Director

CITY OF RENSSELAER
PLANNING AND DEVELOPMENT AGENCY
BUILDING & ZONING

CITY HALL, 62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144-2696
Planning (518) 465-1693 Building (518) 462-5489 Fax (518) 465-2031



Ketura Vics, M.R.P.
Assistant Planning Director

May 14, 2019

Tracy Pitcher
947 3rd Street
Rensselaer, NY 12144

RE: Site Plan Approval 212-214 Washington Avenue

Dear Ms Pitcher:

The City of Rensselaer Planning Commission has approved your site plan for the above referenced facilities. You may now proceed with your proposed projects which include the following provisions:

-Requirement to meet 100% of parking required by zoning has been waved in favor of "banked" parking with the understanding that if the community expresses need for additional parking, the St. Paul's Center will provide it.

-Mutual easements are filed with the City Clerk before construction of a shared driveway.

-A licensing agreement is filed with the City Clerk before encroaching onto city right of way.

-Apply for all necessary building permits and submit for approval to Building and Zoning Administrator, Jeanna Fritz.

-Apply for a Certificate of Occupancy and submit for approval to Building and Zoning Administrator, Jeanna Fritz.

-Be in full compliance with all state and city building codes and flood control requirement.

If you have any planning or zoning questions, feel free to contact Ketura Vics at 518-465-1693 or by email at Ketura.vics@rensselaerny.gov. If you have any code or building questions, feel free to contact Jeanna Fritz at 518-465-1693 or by email at Jeanna.fritz@rensselaerny.gov.

We look forward to continuing to work with you on your projects.

Sincerely,


Ketura Vics
Assistant Director of Planning

cc: Jeanna Fritz, Building and Zoning Administrator

EASEMENT/ENCROACHMENT AGREEMENT

This Agreement made as of the ____ day of March, 2020, between the **CITY OF RENSSELAER**, a municipal incorporation with offices located at City Hall, 62 Washington Avenue, Rensselaer, New York 12144 ("**Grantor**") and **ST. PAUL'S CENTER, INC.**, a New York Not-for-Profit Corporation, with offices located at 947 Third Street, Rensselaer, New York 12144 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantee is the owner of properties located at 212 and 214 Washington Avenue in the City and County of Rensselaer (the "Premises"); and

WHEREAS, Grantee currently has an improvement on 212 Washington Avenue in the City and County of Rensselaer, in which there currently exists an encroachment of the building onto lands of the Grantor, which improvement is to be reconstructed; and

WHEREAS, Grantee has made application for the construction of a six-unit apartment building with the Rensselaer City Planning Commission on 214 Washington Avenue; and

WHEREAS, as part of the application process Grantee has designed a structural element of the building to be constructed on 214 Washington Avenue, which would encroach onto lands of the Grantor. That such structural element was designed to allow the building to conform with the general architectural scheme of other buildings along Washington Avenue, which buildings presently appear to encroach onto lands of Grantor; and

WHEREAS, the Rensselaer City Planning Commission at its meeting duly called for May 13, 2019 approved the plans as submitted by the Grantee, including the construction of the structural element on lands of the Grantor; and

WHEREAS, Grantor has approved the herein easement pursuant to Resolution Number _____, passed by the City of Rensselaer Common Council on _____.

NOW, THEREFORE, SUBJECT to and upon receipt of One and 00/100 Dollar (\$1.00) and such other terms and conditions hereinafter in this Indenture set forth, Grantor does hereby grant and release to Grantee, its successors and assigns, without covenant or warranty of any kind, express or implied, an easement to construct, reconstruct and maintain as part of the buildings constructed or to be constructed on the Premises a structural element not to exceed five foot in width and six foot in depth onto lands of Grantor along the front of the Premises.

SUBJECT to all rights, easements, covenants and restrictions.

Grantee shall not hinder, interfere with, prevent, delay, obstruct or adversely affect the Grantor in the reasonable exercise of its governmental operations or function.

The rights granted herein are subject to the following provisions:

GRANT SUBORDINAT TO PRIOR RIGHTS

1. The rights described above are given and accepted subject to any and all outstanding leases, tenancies, easements, licenses or other tenures, and/or claims of title affecting Grantor's said property or any portions thereof; and subject also to any and all encumbrances, liens, conditions, restrictions and/or reservations under which Grantor holds the same.

COMPLIANCE WITH APPLICABLE LAWS

2. Grantee shall, at its own cost, comply with applicable laws, ordinances, orders, rules and regulations of the United States, State of New York, or any department, bureaus, authorities or commissions created under the laws of either government, and of the municipalities in which said lands are situated as the same relates to the exercise of the rights, privileges and easements granted hereunder.

GRANTOR'S PARAMOUNT RIGHTS

3. All rights granted hereunder shall be subject and subordinate to rights as follows:
 - a. The paramount rights of Grantor now and hereafter to occupy and use all or any portion or portions of said property in its operations, provided, however, that any such occupancies or uses shall not prevent the exercise by Grantee of the rights conferred by this agreement.

WORK

4. Any and all work to be performed or undertaken by Grantee hereunder shall be subject to and in accordance with plans and specifications approved by the City Building Department and/or City Engineer.

INDEMNIFICATION

5. Grantee shall indemnify, defend and hold Grantor harmless from any and all claims that may be made for damages, loss, injury or death resulting in and to the Grantor, its property or employees, or to other persons or other property for the use to be made by Grantee of said property.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first hereinbefore recited.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY OF RENSSELAER

By: _____
Michael Stammel
Mayor

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

On the ____ day of _____ in the year 2020 before me, the undersigned, personally appeared RICHARD J. MOONEY, personally known to me or proved to be on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ST. PAUL'S CENTER, INC.

By: _____

Tracy J. Pitcher
Executive Director

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

On the _____ day of March in the year 2020 before me, the undersigned, personally appeared TRACY J. PITCHER, personally known to me or proved to be on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC



RENSSELAER COUNTY – STATE OF NEW YORK
FRANK MEROLA COUNTY CLERK
105 THIRD STREET, TROY, NEW YORK 12180

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



BOOK/PAGE: 8993 / 62
INSTRUMENT #: 2019-559636

Receipt#: 1221680
Clerk: RK
Rec Date: 10/31/2019 02:38:57 PM
Doc Grp: RP
Descrip: DEED
Num Pgs: 5
Rec'd Frm: SCIOCCHETTI & ABBOTT PLLC

Party1: ST PAULS CENTER INC
Party2: ST PAULS CENTER INC
Town: RENSSELAER

Recording:

Cover Page	5.00
Recording Fee	40.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Cross References	4.00
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 324.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 324.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 1254
Transfer Tax
Consideration: 0.00

Total: 0.00

Record and Return To:

SCIOCCHETTI & ABBOTT PLLC
800 TROY SCHENECTADY ROAD
SUITE 102
LATHAM NY 12110

WARNING***

I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerk's endorsement required by Section 316 of the Real Property Law of the State of New York.

Frank Merola
Rensselaer County Clerk

133.71-4-6 3.7

Instr # 2019-559636
Bk 8993 Pg: 62

Boundary Line/Lot Line Adjustment Agreement

This Boundary Line/Lot Line Adjustment Agreement, made the 17th day of October, 2019, by

ST. PAUL'S CENTER, INC., a New York Not-for-Profit Corporation, with an office address at 947 Third Street, Rensselaer, New York 12144.

WHEREAS, St. Paul's Center, Inc. is the owner of a certain parcels of real estate located and commonly known as 212 Washington Avenue (hereinafter "Parcel 1") and 214 Washington Avenue (hereinafter "Parcel 2") in the City of Rensselaer, County of Rensselaer and State of New York.

WHEREAS, Parcel 1 and Parcel 2 are contiguous parcels of land;

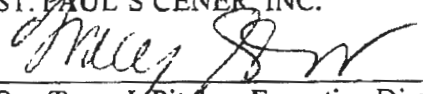
WHEREAS, it is the intention of the St. Paul's Center, Inc. to adjust the boundary line between the respective parcels in accordance with that certain Survey entitled "Proposed Boundary-Line Adjustment Between Lands of St. Paul's Center, Inc., #212-214 Washington Avenue – Rensselaer, N.Y." made by Frederick J. Metzger Land Surveyor, P.C. dated April 03, 2019, and filed in the Rensselaer County Clerk's Office in Drawer 2019 as Map #99; and

NOW THEREFORE, in consideration of One and 00/100 DOLLARS (\$1.00) lawful money of the United States, it is agreed as follows:

- 1) The common boundary line between Parcel 1 and Parcel 2 is hereby adjusted and shall now be defined as beginning at a point on the southerly line of Washington Avenue, commencing 173.10 feet westerly on a course of S 75° 30' 00" W from a capped iron rod set in the intersection of the northwesterly corner of lands now or formerly of 218 Washington Avenue Associates, LLC (Vol. 7118, Page 265) to the east and the northeasterly corner of lands of St. Paul's Center, Inc. (Vol. 8786, Page 84) (Parcel 2) to the west and thence from said point of beginning for the adjusted boundary being the new boundary between Parcel 1 and Parcel 2 and Washington Avenue, and having a course from said point of beginning of S 14° 30' 00" E for a distance of 125.60 feet.
- 2) Parcel 1, is more particularly set forth in the legal description annexed and attached hereto as **Exhibit "A"**.
- 3) Parcel 2, is more particularly set forth in the legal description annexed and attached hereto as **Exhibit "B"**.

IN WITNESS WHEREOF, the St. Paul's Center, Inc. has set forth its hand and seal on the date written below.

ST. PAUL'S CENTER, INC.


By: Tracy J. Pitcher, Executive Director

STATE OF NEW YORK
COUNTY OF ALBANY

}
} ss.:

On the 17th day of September, 2019 before me, the undersigned, a Notary Public in and for said state, personally appeared **TRACY J. PITCHER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public - State of New York

Kenneth M. Schvartz
Notary Public - State of New York
Qualified in Albany County
Commission Expires April 20__ 2022
48221112

EXHIBIT A
(Parcel 1 Legal Description)

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being in the City and County of Rensselaer, and State of New York, being more particularly described as follows:

BEGINNING at a CIRS (Capped Iron Rod Set) located on the south line of Washington Avenue at the division line between lands n/f of Matthew S. and Jessica E. Olmstead (Bk. 6745, Pg. 54) on the west with lands n/f of St. Paul's Center, Inc. (Bk. 8384, Pg. 121) on the east; thence proceeding in an easterly direction along the aforesaid south line of Washington Avenue, N 75° 30' 00" E 53.00 feet to a point; thence in a southerly direction along the agreed upon boundary line between #212 & #214 Washington Avenue, S 14° 30' 00" E 125.60 feet to a point; thence in a westerly direction along the lands n/f of Dean C. and Alecia A. Bilpuh (Bk. 1663, Pg. 231), N 88° 42' 51" W 44.69 feet to a CIRS; thence in a northerly, westerly and northerly direction along the aforesaid lands n/f of Olmstead, N 14° 30' 00" W 13.44 feet to a CIRS, S 75° 30' 00" 10.00 feet to a CIRS and N 14° 30' 00" W 100.00 feet to a point, said point being the point of beginning.

Being a parcel of land irregular in shape and containing in all 6,140± square feet or 0.1409± acres.

Also being all of #212 Washington Avenue as shown on a map entitled "Proposed Boundary Line Adjustment Between Lands of St. Paul's Center, Inc., #212-214 Washington Avenue – Rensselaer, N.Y.", prepared by Frederick J. Metzger, Jr., P.L.S., dated April 03, 2019 and filed in the Rensselaer County Clerk's Office in Drawer 2019 as Map #99.

EXHIBIT B
(Parcel 2 legal description)

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being in the City and County of Rensselaer, and State of New York, being more particularly described as follows:

BEGINNING at a CIRS (Capped Iron Rod Set) located on the south line of Washington Avenue at the division line between lands n/f of 218 Washington Avenue Associates, LLC (Bk. 7118, Pg. 265) on the east with lands n/f of St. Paul's Center, Inc. (Bk. 8786, Pg. 84) on the west; thence proceeding in a southerly direction along the afore described division line, S 10° 28' 42" E 58.09 feet to a CIRS and S 02° 55' 00" E 84.10 feet to a point; thence in a westerly direction along the lands n/f of Jennifer Santiago (Bk. 1475, Pg. 190) and further along lands n/f of Dean C. and Alecia A. Bilpuh (Bk. 1663, Pg. 231), N 88° 42' 51" W 54.18 feet to a point; thence in a northerly direction along the agreed upon boundary line between #212 & #214 Washington Avenue, N 14° 30' 00" W 125.60 feet to a point; thence in an easterly direction along the aforesaid south line of Washington Avenue N 75° 30' 00" E 73.10 feet to a point, said point being the point of beginning.

Being a parcel of land irregular in shape and containing in all 8,725± square feet or 0.2003± acres.

Also being all of #214 Washington Avenue as shown on a map entitled "Proposed Boundary Line Adjustment Between Lands of St. Paul's Center, Inc., #212-214 Washington Avenue – Rensselaer, N.Y.", prepared by Frederick J. Metzger, Jr., P.L.S., dated April 03, 2019 and filed in the Rensselaer County Clerk's Office in Drawer 2019 as Map #99.

*JR:K: S. MacLett's: Abbott, LLC
Attn: Kenneth M. Schenck, Esq.
c/o Tracy Schenck & P.A.
Lithium, NY 12116*



RENSSELAER COUNTY – STATE OF NEW YORK
FRANK MEROLA COUNTY CLERK
105 THIRD STREET, TROY, NEW YORK 12180

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



Recording:

Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75

BOOK/PAGE: 8993 / 55
INSTRUMENT #: 2019-559635

Total: 75.00
**** NOTICE: THIS IS NOT A BILL ****

Receipt#: 1221680
Clerk: RK
Rec Date: 10/31/2019 02:38:57 PM
Doc Grp: RP
Descrip: DECLARATION
Num Pgs: 7
Rec'd Frm: SCIOCCHETTI & ABBOTT PLLC

Party1: ST PAULS CENTER INC
Party2: ST PAULS CENTER INC
Town: RENSSELAER

Record and Return To:

SCIOCCHETTI & ABBOTT PLLC
800 TROY SCHENECTADY ROAD
SUITE 102
LATHAM NY 12110

WARNING***

I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerk's endorsement required by Section 316 of the Real Property Law of the State of New York.

Frank Merola
Rensselaer County Clerk

**DECLARATION OF SHARED DRIVEWAY, CROSS PARKING EASEMENT AND
MAINTENANCE AGREEMENT**

THIS Declaration, made the 17th day of October, 2019 by
ST. PAUL'S CENTER, INC., a New York Not-for-Profit Corporation, with offices at 947 Third
Street, Rensselaer, New York 12144 (hereinafter "St. Paul's"),

RECITATIONS

WHEREAS, St. Paul's is the owner of 212 Washington Avenue in the City and County of
Rensselaer, New York (hereinafter "Parcel 1"); and

WHEREAS, St. Paul's is also the owner of 214 Washington Avenue, City and County of
Rensselaer, State of New York (hereinafter "Parcel 2"); and

WHEREAS, St. Paul's desires to establish as between Parcel 1 and Parcel 2, a shared driveway,
cross parking easement and maintenance agreement; and

WHEREAS, said shared driveway, cross parking easement and maintenance agreement is a
condition of the Rensselaer City Planning Commission for approval of the construction of a six-
unit apartment building on 214 Washington Avenue and the renovation of the structure at 212
Washington Avenue into a four-unit apartment building.

NOW, THEREFORE, St. Paul's Center does hereby declare the following rights, easements and
agreements:

**EASEMENT FOR INGRESS/EGRESS (SHARED DRIVEWAY), CROSS PARKING
EASEMENT AND MAINTENANCE OBLIGATIONS**

1. The owner of Parcel 1, its successors and/or assigns shall have the following rights and
easements over and through the lands of Parcel 2:

- a. The right of vehicular and pedestrian ingress and egress over that portion of the driveway, as described in Schedule A annexed hereto and made a part hereof, and walkway located on Parcel 2;
 - b. The nonexclusive right of the owner, its tenants and their visitors, guests, invitees, to use any parking space located on Lot 2 on a "first come, first serve" basis.
 - c. The right to access and easement over Lot 2 as may be reasonably necessary for the installation, maintenance, repair and replacement of pipes, wires, cables, conduits, connections and other such utilities that solely benefit Lot 1.
 - d. An easement over the lands of Lot 2 for the flow, collection and maintenance of the storm water drainage system as depicted on the approved site plan and any amendment thereto.
2. The owner of Parcel 2, its successors and/or assigns shall have the following rights and easements over and through the lands of Parcel 1:
- e. The right of vehicular and pedestrian ingress and egress over that portion of the driveway, as described in Schedule A annexed hereto and made a part hereof, and walkway located on Parcel 1;
 - f. The nonexclusive right of the owner, its tenants and their visitors, guests, invitees, to use any parking space located on Lot 1 on a "first come, first serve" basis.
 - g. The right to access and easement over Lot 1 as may be reasonably necessary for the installation, maintenance, repair and replacement of pipes, wires, cables, conduits, connections and other such utilities that solely benefit Lot 2.

- h. An easement over the lands of Lot 1 for the flow, collection and maintenance of the storm water drainage system as depicted on the approved site plan and any amendment thereto.
3. To the extent that there are electric service lines, gas service lines, storm sewer pipes and catch basins, and sanitary sewer lines (hereinafter "Utilities"), that mutually benefit the owners of both Parcels 1 and 2, then in that event, each party grants to the other mutual rights of access for the maintenance, repair and replacement of such mutually beneficial Utilities, subject to the terms and conditions contained herein regarding maintenance and allocation of cost.

LIMITATIONS OF EASEMENTS

The easements for Utilities set forth herein shall be for the benefit of and restricted solely to the owners of Parcels 1 and Lot 2, their successors and assigns. Any owner may grant the benefit of such reciprocal rights to its tenants and subtenants for the duration of such tenancy and subtenancies and/or contractors or sub-contractors of the owner of Parcel 1 or Lot 2, who are performing any service, maintenance, repair or replacement to the Utilities.

SERVICE, MAINTENANCE, ALLOCATION OF COSTS

SERVICE AND MAINTENANCE: It is agreed that the owners of Parcels 1 and 2 shall:

1. Maintain the shared driveway and parking area, including but not limited to snow plowing, blacktopping and sealcoating.
2. Maintain any on-site stormwater management facility in good condition and repair, free of obstruction, as outlined in any approved site plan or as may be otherwise required by the City of Rensselaer.
3. Maintain the Utilities as set identified herein in good condition and repair.

4. Upon completion of any maintenance, repair or replacement activity, the Parties shall immediately repair, restore and revegetate all disturbed areas in a manner consistent with conditions existing prior to the disturbance.

ALLOCATION OF COST: The cost of the service, maintenance, repair or replacement of the common driveway and parking area surfaces and/or sub-surfaces, Utilities and all improvements now or hereinafter incorporated by means of such service, maintenance, repair or replacement (collectively, the Maintenance") shall be allocated equally, fifty percent (50%) to Parcel 1 and fifty percent (50%) to Parcel 2.

DETERMINATION OF MAINTENANCE: The parties shall jointly coordinate in determining the Maintenance to be performed and the party engaged to perform Maintenance. In the event that the parties cannot agree upon a Maintenance action, then the parties agree to appoint a third party/agent to decide whether Maintenance is to be performed and by whom and for what cost.

SELF-PERFORMED MAINTENANCE: In the event that either party performs and pays for any items or service which would normally be considered Maintenance, then, provided the self-performed maintenance is completed in accordance with municipal code and industry standards, then the party paying for the Maintenance shall be entitled to contribution from the other party. The self-performing party must first notify and obtain written consent from the other party prior to commencing any self-performed Maintenance. Failure to obtain the prior party's written consent shall negate the right of contribution.

MISCELLANEOUS

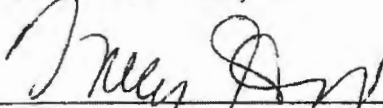
INSURANCE: Each party, their successors and/or assigns, shall supply to the other a certificate of insurance, naming the other as additional insured.

DEFAULT: In the event of a breach by any party, of any terms, covenants, and conditions of this Agreement, then either party may submit the matter to binding arbitration pursuant to the provisions of the American Arbitration Association. The successful party shall be entitled to the costs of the proceeding, including reasonable attorney's fees. Any such monetary award as determined by the Arbitrator shall be reduced to a judgment pursuant to the provisions of the CPLR if not paid within thirty (30) days of the rendering of a decision by the Arbitrator.

WAIVER: The rights, privileges and conditions of this agreement shall not be deemed waived due to the failure of any party to enforce them.

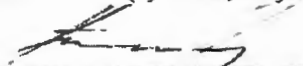
COVENANT RUNNING WITH THE LAND: The easements granted or reserved shall be perpetual and appurtenant and shall run with the land and continue to burden the Parcels. This Agreement shall create privity of contract and estate with and among all grantees of any part of any Parcels, their successors and/or assigns.

ST. PAUL'S CENTER, INC.


BY: Tracy J. Pitcher, Executive Director

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

On the 17th day of October in the year 2019 before me, the undersigned, personally appeared TRACY J. PITCHER, personally known to me or proved to be on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC

Kenneth M. Schwartz
Notary Public, State of New York
Qualified in Albany County
Commission Expires April 30, 2022
4627449

SCHEDULE A

(Description of Shared Driveway and Cross Parking Easement Area)

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being in the City and County of Rensselaer, State of New York, being more particularly described as follows:

BEGINNING at a point located on the south line of Washington Avenue at the division line between lands n/f of St. Paul's Center, Inc. (#214 Washington Avenue) on the east with other lands n/f of St. Paul's Center, Inc. (#212 Washington Avenue) on the west as shown on a map entitled "Proposed Boundary Line Adjustment Between Lands of St. Paul's Center, Inc. #212-214 Washington Avenue – Rensselaer, N.Y.", prepared by Frederick J. Metzger, Jr., P.L.S., dated April 03, 2019 and filed in the Rensselaer County Clerk's Office in Drawer 2019 as Map #99; thence proceeding in an easterly direction along the aforesaid south line of Washington Avenue, N 75° 30' 00" E 10.00 feet to a point, thence in a general southerly direction crossing the aforesaid lands n/f of St. Paul's Center, Inc. (#214), S 14° 30' 00" E 67.20 feet along a curve to the left with a radius of 15.00 feet for an arc length of 19.43 feet (chord: S 51° 36' 26" E 18.10 feet); thence S 88° 42' 51" E 41.01 feet and S 01° 17' 09" W 44.00 feet; thence in a westerly direction continuing to cross the aforesaid lands n/f of St. Paul's Center, Inc. (#214) and further crossing the other aforesaid lands n/f of St. Paul's Center, Inc. (#212), N 88° 42' 51" W 79.00 feet to a point; thence in a general northerly direction continuing to cross the aforesaid lands n/f of St. Paul's Center (#212), N 01° 17' 09" E 13.00 feet, along a curve to the left with a radius of 5.00 feet for an arc length of 7.85 feet (chord: N 43° 42' 51" W 7.07 feet), N 88° 42' 51" W 13.00 feet, N 01° 17' 09" E 25.00 feet, S 88° 42' 51" E 17.53 feet, along a curve to the left with a radius of 5.00 feet for an arc length of 9.23 feet (chord: N 38° 23' 34" E 7.98 feet) and N 14° 30' 00" W 67.32 feet to a point; thence in an easterly direction along the aforesaid south line of Washington Avenue, N 75° 30' 00" E 10.00 feet to a point, said point being the point of beginning.

Being a parcel of land irregular in shape and containing in all 5,474± square feet or 0.1257± acres.

R/R: Seccombe & Abbott, PLLC
Attn: Kenneth M. Seccombe, Esq.
200 Troy, Schenectady, NY
Schenectady, NY 12316

By Alderperson : Van Dyke

2

Seconded by Alderperson : _____

A RESOLUTION AMENDING THE SMOKING AND VAPING POLICY OF THE CITY OF RENSSELAER

WHEREAS, The City of Rensselaer is desirous of amending the Smoking and Vaping Policy of the City of Rensselaer as contained in prior Resolutions dated March 25, 1990, March 3, 2004, June 4, 2014 and June 20, 2018, and

WHEREAS, The Common Council has reviewed the information provided by qualified persons and entities concerning the possible dangers of smoking and vaping not only to the individual smoking or vaping, but also to those nearby, and

WHEREAS, The Common Council believes all possible steps must be taken to protect the health of the public from the dangers of smoking and vaping,

NOW, THEREFORE BE IT RESOLVED, that the aforementioned Resolutions containing the Smoking and Vaping Policy of the City of Rensselaer are hereby amended to prohibit smoking and vaping on or in any City owned or leased real estate, Parks, buildings, vehicles, garages, or other facilities, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to issue appropriate Notice of this Resolution to all City Officials and Employees, and the Department of Public Works is authorized to procure and post appropriate signage to give Notice to the Public of the City of Rensselaer Smoking and Vaping Policy as amended by this Resolution.

Approved as to form and sufficiency
this ____ day of March, 2020

Corporation Counsel

Mayor

By Alderperson : Council as a Whole

#3

Seconded by Alderperson : _____

RESOLUTION RATIFYING MOHAWK AMBULANCE CONTRACT

WHEREAS, the City of Rensselaer is desirous of entering into a contract with Mohawk Ambulance to secure certain ambulance services for its citizens, and

WHEREAS, said contract is attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby approves the attached contract with Mohawk Ambulance per the terms and conditions contained therein, with no costs or fees to be charged to the City of Rensselaer pursuant to such contract.

Approved as to Form and Sufficiency
this ____ day of _____, 2020

Corporation Counsel

Approved By:

Mayor

AGREEMENT

This Agreement, made on 1st day of April 2020, between the City of Rensselaer, New York, a municipal corporation having its offices at 62 Washington Street, Rensselaer, New York, hereinafter “City” and Parkland Ambulance Service, Inc., d/b/a Mohawk Ambulance Service, d/b/a Capital District Ambulance Service, d/b/a Doctors Ambulance Service a New York corporation, having its principle place of business at 357 Kings Road, Schenectady, New York 12304, hereinafter, “Mohawk”.

WITNESSETH:

Whereas, the City is a duly organized municipal corporation; and

Whereas, Mohawk is a duly licensed ambulance provider pursuant to Article 30 of the Public Health Law; and

Whereas, the City is desirous of obtaining a contractual relationship with a licensed ambulance operator to provide primary ambulance transportation services.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. The City shall designate Mohawk as the primary provider of ambulance service and Mohawk agrees that it will provide Mohawk operated basic and advanced life

support ambulances to the City, twenty-four (24) hours a day, seven (7) days a week.

2. Mohawk agrees that it will maintain its Emergency Dispatch Center through the term of this agreement and which Center shall operate on a twenty-four (24) hour, three hundred sixty-five (365) day a year basis, and which may maintain constant speed dial telephone connection, should the City or their dispatching agency and Mohawk Ambulance elect to do so, to the City's dispatching agency.

The Mohawk Emergency Dispatch Center will utilize the Clausen Dispatch protocols. The City or its dispatching agency agrees to communicate all EMS calls requiring transportation to Mohawk's Emergency Dispatch Center.

3. The City agrees that it will exclusively dispatch Mohawk to all emergency medical calls received by the City that require transportation of a patient to an area hospital as per paragraph 1 of this contract.
4. Mohawk agrees that upon request by the City, it will immediately dispatch and promptly respond with the appropriate number of ambulances to the location of a Municipal call. Both the City and Mohawk agree to communicate immediately with each other if ever a shortage of available resources develops.
5. The parties agree that Mohawk will utilize the Clausen (Medical Priority) Dispatch system.
6. Mohawk agrees that all ambulances will be maintained so that all mechanical features, i.e. heat, AC, interior/exterior lighting, audible warning devices, etc. are in good working order at all times.

7. Mohawk agrees that all ambulances shall meet and maintain all the standards as specified in the certification listing for NYS ambulances, and DOT and Traffic Safety standards.
8. Mohawk agrees that its EMS equipment shall meet or exceed all NYS requirements as prescribed in Part 800 of the NYS EMS Code.
9. Mohawk agrees that it will make certain emergency training curricula available to the City, including, but not limited to CPR, Advanced Cardiac Life Support, and Emergency Medical Dispatch.
10. Mohawk shall obtain, and maintain at its expense, UHF radios capable of direct emergency communication with the City's EMS personnel. Both parties agree to use these radios to communicate whenever appropriate and necessary.
11. Mohawk and the City each shall:
 - a. Maintain books and records pertaining to the performance of services under this Agreement in accordance with generally accepted accounting principles and as required by applicable law;
 - b. Retain such books and records for a period of six years after the termination of this agreement, and
 - c. Make such books and records available to authorized representatives of the other party for audit, inspection and copying upon reasonable request during business hours.
12. Representatives of Mohawk and the City may convene a bi-monthly meeting to discuss any and all matters relating to this Agreement.
13. The term of this Agreement shall be three (5) years, commencing April 1, 2020.

Either party may terminate this Agreement on One Hundred and Twenty (120) days written notice to the other.

14. Both parties agree to comply with all the applicable state, federal and local laws, ordinances, rules, regulations, and practices relating to or governing the services to be provided pursuant to this agreement and to obtain all necessary permits and to use all reasonable precaution to prevent injury either to public or properties of the City and Mohawk Ambulance and to use their respective property for legal purposes only.
15. Mohawk agrees to indemnify and hold harmless the City from any damage to property or injury to persons (including death) resulting from the acts or omissions of Mohawk or its agents, employees, subcontractors.
16. City agrees to indemnify and hold harmless Mohawk from any damage to property of injury to persons (including death) resulting from the acts or omissions of the City its agents, employees, subcontractors.
17. The parties to this Agreement represent their belief that this Agreement is in all material respects in compliance with applicable state and federal laws, including but not limited to such laws relating to contracting among persons, one or both of whom are qualified providers or accepting payment under the Medicaid or Medicare programs, and the rights and obligations of the parties are contingent upon such compliance. The parties agree to take all actions reasonably required to rectify or prevent noncompliance with such laws.
18. This contract is solely between the signatories and shall not provide contractual or any other rights enforceable by any other persons.

19. Termination shall be the sole and exclusive remedy for any breach of this contract and there shall be no claim whatsoever for monetary or consequential damages.
20. This Agreement may be modified only by a written amendment signed by the proper authorities as set forth below.

DATE: _____

CITY OF RENSSELAER

By: _____

Representative from the City of

Rensselaer

DATE: 3/16/2020

PARKLAND AMBULANCE SERVICE, INC.

d/b/a MOHAWK AMBULANCE SERVICE

By: _____

James P. McPartlon III, President

By Alderperson : _____

Seconded by Alderperson : _____

Handwritten initials or marks.

A Resolution Approving Contract for Medical Director

WHEREAS, the City of Rensselaer is desirous of engaging the services of Manning Emergency Medical Associates, PLLC pursuant to the attached contract.

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer Fire Department engage the services of Manning Emergency Medical Associates, PLLC, and

BE IT FURTHER RESOLVED, that the City of Rensselaer be authorized to execute the attached contract.

Approved as to Form and Sufficiency
this ____ day of _____, 2020

Corporation Counsel

Approved By:

Mayor

AGREEMENT

This Agreement (the "Agreement") is made and entered into and effective July 1, 2019 ("Effective Date") by and between the City of Rensselaer Fire Department ("CITY") and Manning Emergency Medical Associates, PLLC, a New York professional services limited liability company ("MEMA"). Each of "CITY" and "MEMA" is a "Party", and collectively, are the "Parties".

RECITALS

- A. CITY provides fire and emergency medical services in and around the City of Rensselaer, New York.
- B. MEMA is a New York professional services limited liability company which employs physicians who specialize in emergency medicine and the direction of emergency medical services.
- C. CITY and MEMA believe that the desired standard of out-of-hospital patient care provided by CITY can best be achieved if a physician Medical Director specializing in emergency medicine and the direction of emergency medical services assumes responsibility for the provision of Medical Direction services for CITY. Such responsibility will contribute to the standard of patient care by:
 - 1. Facilitating the administration of CITY's fire and emergency medical services;
 - 2. Coordinating the relationship between CITY and the community as a whole, and between CITY and the medical community;
 - 3. Assuring the ready availability of physician medical direction for Employees of CITY;
 - 4. Providing advice and medical direction with regard to the equipment, facilities, programs and personnel which are necessary to provide high quality out-of-hospital emergency medical services.
- D. CITY and MEMA are desirous of entering into this Agreement in order to provide a full statement of their respective arrangements for the provision of services.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Medical Director.

- A. Selection. MEMA agrees to select a qualified emergency physician, employed by MEMA, who, subject to CITY's approval, will be appointed by CITY as the Medical Director of CITY's fire and emergency medical services. The term of appointment of such physician shall be for the duration of this Agreement. Either

party may, for any reason, request that a different qualified emergency physician be substituted for the physician currently serving in this capacity. Such substitution will be subject to the approval of MEMA and CITY. If the physician serving as Medical Director and providing services under the terms of this Agreement should, for any reason, cease to be employed by MEMA, CITY agrees to terminate the appointment of such physician as the Medical Director of CITY, and MEMA agrees to provide another qualified physician who, subject to CITY's approval, will be appointed by CITY as Medical Director of CITY to provide the services specified by the terms of this Agreement.

- B. Initial Selection of Medical Director. MEMA agrees to select, and CITY agrees to appoint, Katrina Kardos, MD, as the physician who shall serve as the Medical Director at the commencement of this Agreement. A physician other than Dr. Kardos may be selected and appointed according to Section I.A. of this Agreement.
- C. Duties of the Medical Director:
1. The Medical Director shall be responsible for the origination, development, approval and modification of medical policy, protocols, and standing orders regarding EMS practice.
 2. The Medical Director will be responsible for monitoring all phases of EMS concerning medical matters and adherence to policies and protocol this includes, but is not limited to:
 - i. Run review;
 - ii. Monitoring of radio and telemetry communication; and
 - iii. On-site monitoring of field activities is permitted.
 - iv. Medical oversight of the quality management program
 3. The Medical Director will be responsible for establishing and monitoring standards of EMT education and continuing education.
 4. The Medical Director will take legal responsibility for the patient care activities of CITY personnel. The Medical Director will take legal authority for drug or other licenses requiring physician authorization.
 5. The Medical Director will be responsible for the correction or disposition of problems detected in the service. This includes:
 - i. Correction of problem by direct contact with EMT's. Such direct contact may include:

Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term") unless terminated by the parties as provided herein.

B. Termination. This Agreement may be terminated:

1. at any time by mutual agreement of the parties; or
2. by either party at any time by the delivery of written notice to the other party not less than thirty (30) days prior to the desired termination date.

C. Default. In the event that either party defaults in the performance of any of its obligations under this Agreement other than with respect to the provision of patient care, and such default continues uncured for a period of thirty (30) days following the delivery of written notice of such default from the non-defaulting party (or, if the default is not curable within such thirty (30) day period, the defaulting party has not commenced to cure the default within such time period), the party giving such notice shall have the right to immediately terminate this Agreement.

VII. Compliance with Federal Regulations.

A. General. In the event, and only in the event, that Public Law 96-499, Section 952 (42 U.S.C. Section 1395x(v)(1)(1)) is applicable to this Agreement, E.M.P agrees as follows:

1. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, MEMA will make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and books, documents and records of MEMA that are necessary to certify the nature and extent of the cost of services provided pursuant to this Agreement; and
2. If MEMA carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to certify the nature and extent of the cost of services provided pursuant to said subcontract. This section shall be of no force and effect when and if it is not required by law.

- II. Independent Contractor. In the performance of all obligations hereunder, MEMA and CITY shall be deemed to be independent contractors, and the Medical Director shall not be considered an employee of CITY or any of its public safety services. CITY shall not withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of MEMA or the Medical Director. All such payments, withholdings and benefits are the responsibility of MEMA. Nothing in this Agreement shall be construed to create a partnership or other joint venture between the parties for mutual economic gain or any purpose whatsoever. Neither MEMA nor the Medical Director shall hold himself or herself out or act as an agent of CITY and/or its public safety services, or have the power to obligate CITY and/or its public safety services to third parties in any way, and neither MEMA nor the Medical Director can make any claim against CITY and/or its public safety services under this Agreement for Social Security benefits, workers' compensation benefits, disability benefits, unemployment insurance benefits, health benefits, vacation pay, sick leave or any other employee benefits of any kind. Neither CITY nor any of its public safety services shall exercise any direct control over the methods used by MEMA or the Medical Director. The Medical Director shall perform his or her work: and function at all times in accordance with currently approved methods and practices in Emergency Medicine, the sole role of CITY and/or its public safety services being to insure that the services rendered shall be performed in a competent, efficient and satisfactory manner.
- III. Compensation. CITY shall pay MEMA one thousand five hundred dollars (\$1,500.00) every six (6) months for the services described herein. The first such payment shall be due and payable on or before July 1, 2019 and subsequent payments shall be due and payable every six (6) months thereafter. In the event this Agreement is terminated for any reason, CITY shall pay MEMA a pro rata amount for the time elapsed between the most recent payment and the date of termination.
- IV. Malpractice Insurance. MEMA shall maintain, at its sole expense, at all times during the term of this Agreement, liability insurance covering the professional medical services provided pursuant to this Agreement, covering any and all Medical Directors appointed to such position pursuant to this Agreement.
- V. Records. All customary and required medical and administrative records and written reports which may be provided to CITY or its public safety services by the Medical Director shall be the exclusive property of CITY or its public safety services respectively. MEMA and the Medical Director shall have access to those records to the extent required to perform services pursuant to this Agreement.
- VI. Term/Termination.
- A. Term This Agreement shall be for an initial term of one (1) year commencing at 12:01 AM on July 1, 2019 even if executed at a later date, and ending at 12:01 AM on July 1, 2019 (the "Initial Term"). Thereafter, the term of this

waiver of any other provision, whether or not similar, and no waiver shall constitute a continuing waiver unless expressly provided in writing.

- G. Headings/Recitals. The section headings contained in this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof. The recitals set forth at the beginning of this Agreement are an integral part of this Agreement and are incorporated herein by reference.
- H. Jurisdiction/Venue. Jurisdiction and venue for any action or claim arising hereunder shall lie exclusively with any New York or federal court of competent jurisdiction in Albany County, New York and each party irrevocably consents to the personal and subject matter jurisdiction of said courts.
- I. Further Assurances. Each party covenants and agrees to execute and deliver such consents, certificates, affidavits, agreements, instruments and other documents as the other party reasonably requests to effectuate the provisions of this Agreement, By their signatures below, the signing individuals warrant that they have the authority to represent and bind the parties to all terms, duties and obligations pursuant to this Agreement.
- J. Counterparts. This Agreement may be executed in one or more counterparts (including facsimile and/or electronic mail counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth in the opening paragraph of this Agreement.

CITY OF RENSSELAER
FIRE DEPARTMENT

MANNING EMERGENCY MEDICAL
ASSOCIATES, PLLC

By: _____
Michael Stammel
Mayor, City of Rensselaer

By: _____
John Bertolini, MD
Attorney-in-Fact

VIII. Miscellaneous.

- A. Entire Agreement This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements and understandings, whether oral or written, with respect to the subject matter hereof. This Agreement may not be changed, modified, or amended except by a **writing** executed by each of the parties hereto.
- B. Assignment This Agreement may not be assigned by either of the parties, whether by operation of law or otherwise, without the prior **written** consent of the other party.
- C. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and applicable federal laws, rules and regulations.
- D. Notices. Any notice or other communication with respect to this Agreement to any party shall be in writing and shall be deemed to be delivered when physically delivered (by hand delivery, overnight courier, or by facsimile with follow-up delivery of the original by overnight courier), or when deposited in the United States mail, certified and postage prepaid, addressed to the appropriate party as follows:

To CITY: City of Rensselaer Fire Department
2 St Francis Place Rensselaer,
NY 12144
Attention: Fire Chief

To MEMA: Envision Physician Services
3 Century Drive
Parsippany, NJ 07054
Attention: VP, Operations

With a Copy to: Envision Physician Services
1 A Burton Hills Blvd.
Nashville, TN 37215
ATTN: Legal Dept.

And: 7700 W. Sunrise Blvd, Mailstop PL-6
Plantation, Florida 33322
Attention: Legal Department

- E. Severability. The provisions of this Agreement are distinct and severable and if any provision is held to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of this Agreement
- F. No Waiver. No waiver of the provisions or conditions of this Agreement or of any of the rights of a party hereto shall be effective or binding unless such waiver shall be in **writing** and signed by the party claimed to have given or consented to such waiver. No waiver of any provision of this Agreement shall constitute a

By Alderperson

Council As A Whole

4-5

Seconded by Alderperson

**A RESOLUTION APPROVING CONTRACT WITH BRYCER, LLC FOR USE OF THE
COMPLIANCE ENGINE SOFTWARE SYSTEM AND SUPPORT TO ASSIST THE
BUILDING AND PLANNING DEPARTMENT- RENSSELAER BUILDING AND
PLANNING DEPARTMENT**

WHEREAS, The Common Council of the City of Rensselaer believes a contract with Brycer, LLC for the use of the Compliance Engine software system and support services owned and provided to municipalities by such company would greatly assist the Building and Planning Department of the City of Rensselaer in providing needed services to the public, and

WHEREAS, the aforementioned software and services will be provided free of charge to the City of Rensselaer as per the attached proposed contract with Brycer, LLC, with any applicable fees to be collected by Brycer, LLC from third party inspectors who will be uploading their inspection reports to the software system, thereby allowing the Building and Planning Department of the City of Rensselaer to better track the status of all necessary inspections, and such software system and services of Brycer, LLC having been recommended to the Common Council of the City of Rensselaer by the Building and Planning Department, and good cause appearing therefore,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby approves the attached contract with Brycer , LLC per the terms and conditions contained therein, with no costs or fees to be charged to the City of Rensselaer pursuant to such contract.

Approved as to form and sufficiency

this____ day of March, 2020

Corporation Counsel

Mayor

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby approves the attached contract with Brycer , LLC per the terms and conditions contained therein, with no costs or fees to be charged to the City of Rensselaer pursuant to such contract.

Approved as to form and sufficiency

this____ day of March, 2020

Corporation Counsel

Mayor

BRYCER, LLC
4355 Weaver Parkway
Suite 330
Warrenville, IL 60555

December 19th, 2019

City of Rensselaer
62 Washington St
Rensselaer, NY 12144

Re: **"The Compliance Engine"**

Dear City of Rensselaer:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, the City of Rensselaer ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing MARCH 1ST, 2020 (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level**. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup**. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate

administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [jurisdiction] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of

security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

B.

The City of Rensselaer Building Department may engage a contractor to assist the City's building department in the tracking of fire protection systems within the City of Rensselaer by providing to the City's building department an online electronic reporting system. Further, the City of Rensselaer will approve agencies that register as authorized inspection companies with said contractor as duly approved inspectors who are hereby authorized and deputized as agents of the City of Rensselaer for the limited purpose of making inspections and reinspections of all fire protection systems heretofore and hereafter described, and to approve and disapprove the same. In no event, however, will fees relating to registering with the Town's contractor or the cost of such inspections and reinspections be a charge against the City of Rensselaer.

C.

It shall be the duties of the approved inspectors described in Subsection **B** to provide written reports electronically to the City of Rensselaer aforementioned contractor so that the contractor can electronically report to the Building department, whose duty it shall be to enforce, prosecute or cause to be ameliorated all the provisions of this Code, all violations of or deviations from or omissions of the Uniform Fire Prevention and Building Code, and of all local codes and the New York State Fire Prevention and Electrical Code insofar as any of the same apply to fire protection systems. The inspectors shall make inspections and reinspections of fire protection systems installations or alterations in and on properties in the City of Rensselaer upon the written request of an authorized official of the City of Rensselaer or as herein provided. The inspectors are authorized to make inspections and reinspections of fire protection system installations or alterations, devices, appliances and equipment where they deem it necessary for the protection of life and property. In the event of an emergency it is the duty of the inspectors to make fire protection system inspections upon the oral or written request of an official or officer of the City of Rensselaer. It shall be the duty of the inspectors to furnish electronic written reports to the City's contractor so that the contractor can furnish electronic written reports to the proper officials of the City of Rensselaer and owners and lessees of property where defective electrical installations, alterations or equipment are in conformity with this Code. The inspectors shall cause an electronic copy of the certificate of compliance be sent to the City of Rensselaer to the attention of the Building department.

Sponsored by Alderperson:

ENDRES

#6

Seconded by :

A RESOLUTION ACCEPTING DONATION AND INCREASING EXPENSE AND REVENUE LINES IN THE YOUTH BUREAU BUDGET

WHEREAS, the City of Rensselaer is desirous of accepting a donation from Dianne Walsh Hampton in the amount of \$10,000.00 for Playground Equipment for Riverfront Park (see attached) and increasing Expense and Revenue Budget Lines in the Youth Bureau Budget.

NOW, THEREFORE, BE IT RESOLVED that the donation be accepted and the following increase in Expense and Revenue Budget Lines be authorized:

Increase Expense A.7110.7258 Replacement Equipment	\$10,000.00
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Increase Revenue A.0000.2705 Gifts and Donations	\$10,000.00
--------------------------------------------------	-------------

	<hr/>
	\$10,000.00

Approved as to form and sufficiency

On this _____ day of _____, 2020

Corporation Counsel

Mayor

Sponsored by Alderperson:

Eric Endres

Seconded by:

#7

**A RESOLUTION TO ACCEPT FEE AND INCREASE EXPENSE AND REVENUE LINES IN THE YOUTH BUREAU
BUDGET**

WHEREAS, the City of Rensselaer is desirous of accepting a fee from Lynne's Tavern for use of Coyne Field for the Summer/Fall of 2019 in the amount of \$3, 225.00 and increasing Expense and Revenue Lines in the Youth Bureau Budget.

NOW, THEREFORE BE IT RESOLVED, that the following increase in Expense and Revenue Lines be authorized:

Increase Expense A.7110.7495 Coyne Field Maintenance	\$3,225.00
------------------------------------------------------	------------

Increase Revenue A.0000.3820 Youth and Rec Programs	\$3,225.00
-----------------------------------------------------	------------

	\$3,225.00

Approved as to form and Sufficiency

On this ____ day of _____, 2020

Corporation Counsel

Mayor