

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 COMMON COUNCIL MEETING JULY 21, 2021

1. A RESOLUTION CONFIRMING THE SETTLEMENT OF CERTAIN RPTL ARTICLE 7 PROCEEDINGS COMMENCED BY FRANCISCAN HEIGHTS COMMUNITY SERVICE CORP AGAINST CITY OF RENSSELAER.
2. A RESOLUTION APPROVING COMPROMISE WITH KEY BANK NATIONAL ASSOCIATION-CITY ASSESSOR
3. A RESOLUTION AUTHORIZING AGREEMENT WITH CUEHIT, INC. FOR SOFTWARE SERVICES-POLICE DEPARTMENT
4. A RESOLUTION PROCLAIMING NATIONAL NIGHT OUT
5. A RESOLUTION PROHIBITING PARKING AND STREET CLOSURE FOR NATIONAL NIGHT OUT
6. A RESOLUTION AUTHORIZING THE MAYOR TO SIGN DOCUMENT TO AFFECT A THREE YEAR AGREEMENT FOR PROFESSIONAL, ARCHITECTURE, AND PLANNING SERVICES AS DEEMED NECESSARY BY CITY OF RENSSELAER
7. A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR PLANNING-COMPTROLLER
8. A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR POLICE-COMPTROLLER

9. A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR MAYOR'S OFFICE-COMPTROLLER
10. A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR ADMINISTRATIVE SERVICES
OFFICE-COMPTROLLER
11. A RESOLUTION AUTHORIZING SALE OF VACANT CITY PROPERTY TO ABUTTING
LANDOWNER, JAMES BRADY, PURSUANT TO CITY CODE SECTION 57.1-CITY TREASURER
12. A RESOLUTION APPROVING ABANDONMENT AND SALE OF PAPER STREET TO RICHARD E.
VANVORST AND SCHEDULING A PUBLIC HEARING THEREON
13. A RESOLUTION AUTHORIZING WAIVER OF CITY PERMITS AND FEES
14. A RESOLUTION AUTHORIZING THEIMPLEMENTATION, AND FUNDING IN THE FIRST
INSTANCE 100% OF THE FEDERAL AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE
COSTS, A TRANSPORTATION FEDERAL AID-PROJECT AND APPROPRIATING FUNDS THERFORE
P.I.N. 1761.75
15. A RESOLUTION AUTHORIZING THEIMPLEMENTATION, AND FUNDING IN THE FIRST
INSTANCE 100% OF THE FEDERAL AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE
COSTS, A TRANSPORTATION FEDERAL AID-PROJECT AND APPROPRIATING FUNDS THERFORE
P.I.N.1760.94
16. A RESOLUTION AUTHORIZING THEIMPLEMENTATION, AND FUNDING IN THE FIRST
INSTANCE 100% OF THE FEDERAL AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE
COSTS, A TRANSPORTATION FEDERAL AID-PROJECT AND APPROPRIATING FUNDS THERFORE
P.I.N.1761.65
17. A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR ADMINISTRATIVE SERVICES-
COMPTROLLER
18. A RESOLUTION TO APPROVE SEQRA DETERMINATION BY THE CITY OF RENSSELAER
19. A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR MAYOR'S OFFICE- COMPTROLLER

20. A RESOLUTION AUTHORIZING EXTENSIONS OF BUILDING PERMITS ISSUED DURING
DECLARED CITY STATE OF EMERGENCY-BUILDING DEPARTMENT

21. RESOLUTION AUTHORIZING THE CITY TO ACCEPT A WASTEWATER INFRASTRUCTURE
ENGINEERING PLANNING GRANT FROM THE NEW YORK STATE ENVIRONMENTAL FACILITIES
CORPORATION (EFC) AND FOR THE CITY TO PROVIDE THE REQUIRED 20 PERCENT MATCH
TO THE REQUESTED GRANT FUNDS AND DESIGNATION OF AUTHORIZED REPRESENTATIVE
TO EXECUTE THE GRANT AGREEMENT

**RESOLUTION CONFIRMING THE SETTLEMENT OF CERTAIN RPTL ARTICLE 7
PROCEEDINGS COMMENCED BY FRANCISCAN HEIGHTS COMMUNITY
SERVICE CORPORATION AGAINST THE CITY OF RENSSELAER**

WHEREAS, on or about July 21, 2020, Franciscan Heights Community Service Corporation ("FHCSC") commenced certain Real Property Tax Law ("RPTL") Article 7 litigation against the City of Rensselaer concerning the assessment of the property known as 1 St. Anthony Lane, Rensselaer, New York (SBL No.: 133-3-3.112) (the "Property") for the 2020 assessment rolls;

WHEREAS, FHCSC has filed a certain RPTL Article 5 grievance concerning the 2021 assessment of the Property and has or will file a RPTL Article 7 proceedings concerning the 2021 assessment of the Property;

WHEREAS, FHCSC has asserted that it is entitled to the certain RPTL §420-a charitable not-profit exemption for the Property for both the 2020 and 2021 assessment rolls (the "RPTL 420-a Exemption");

WHEREAS, the City believes that it has certain meritorious defenses to the RPTL §420-a Exemption for the Property;

WHEREAS, FHCSC has asserted that the Property is occupied by senior citizens that have low and moderate incomes;

WHEREAS, FHCSC has applied to the City of Rensselaer Industrial Development Agency ("CRIDA") for a PILOT Agreement that will be effective for the 2022 assessment roll and continue thereafter for the next nine additional assessment rolls pursuant to which FHCSC will make certain agreed upon payments in lieu of taxes in conformity with the schedule attached hereto as Exhibit "A" (the "IDA Financial Assistance");

WHEREAS, the City and FHCSC desire to resolve the litigation to resolve the dispute in a fashion that avoids motion practice, trials and appeals;

WHEREAS, as part of the settlement, the FHCSC and the City have agreed to resolve the 2020 assessment review proceedings by stipulating to discontinue with prejudice the 2020 assessment review proceedings which results in savings to the taxing jurisdictions which is subject to the receipt of the IDA Financial Assistance

WHEREAS, as part of the settlement of these proceedings, the 2021 assessment for the Property would be reduced from \$1,404,000 to \$711,860 which would not result in refunds since the applicable tax bill would be corrected based on the corrected assessment.

RESOLVED, that the Common Council approves the execution and delivery of the certain Order on Consent and Stipulation of Settlement which is attached hereto as Exhibit "B".

RESOLVED, that the City Clerk shall file this resolution with the records of the City Clerk.

City Clerk, City of Rensselaer

Approved as to form and sufficiency
this ____ day of July, 2021

Corporation Counsel

Approved by:

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<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				

~~A~~
/

EXHIBIT "A"

SCHEDULE OF PILOT PAYMENTS

Assessment Roll	Total PILOT Payment
2022	\$104,936
2023	\$107,556
2024	\$111,250
2025	\$114,549
2026	\$117,947
2027	\$121,441
2028	\$125,053
2029	\$128,767
2030	\$132,591
2031	\$135,591

EXHIBIT "B"

FORM OF ORDER ON STIPULATION AND CONSENT

SUPREME COURT OF THE STATE OF NEW YORK
RENSSELAER COUNTY

File No. 40045-3

ORDER ON CONSENT
AND STIPULATION OF
SETTLEMENT

In the Matter of the Application of

FRANCISCAN HEIGHTS COMMUNITY SERVICE :
CORPORATION

Petitioner, :

-against-

THE ASSESSOR OF THE CITY OF RENSSELAER, THE
BOARD OF ASSESSMENT REVIEW OF THE CITY OF
RENSSELAER, AND THE CITY OF RENSSELAER

Index #: EF2020-266590

Respondents. :

For review of assessments of certain property :
in the City and County of Rensselaer

x

WHEREAS, FRANCISCAN HEIGHTS COMMUNITY SERVICE CORPORATION ("Petitioner") has initiated a proceeding under Article 7 of the RPTL for tax year 2020/21 to review Respondents' real property tax assessments on Petitioner's property located in the City of Rensselaer, County of Rensselaer, State of New York (the "City"), which is more particularly described on the 2020 and 2021 assessment rolls and tax rolls prepared from such 2020 and 2021 assessment roll as Section Block Lot Number 133.-3-3.112 (the "Property"); and

WHEREAS, subject to receipt of all necessary and required approvals from the City of Rensselaer Industrial Development Agency ("RCIDA") and compliance by the Petitioner and the RCIDA with all conditions precedent for the grant of "financial assistance" (as such term is defined in General Municipal Law Section 854(14)), the Petitioner has applied to the RCIDA for the execution and delivery of a certain Payment in Lieu of Tax Agreement ("PILOT Agreement) for the Property effective for the 2022 assessment rolls through and including the

2031 assessment roll which will cover the 2031-2032 tax year and avoid and resolve future assessment and exemption disputes for that period; and

WHEREAS, the Petitioner did not assign and/or convey the RCIDA an interest in the Property prior to the March 1, 2021 taxable status date so that the Property will be listed on the taxable portion of the 2021 assessment rolls of the City and for all tax rolls generated from the 2021 assessment roll; and

WHEREAS, the City and the Petitioner also desire to resolve the assessment of the Property for both the 2020 and 2021 assessment rolls and all tax rolls generated from such assessment rolls as set forth herein

WHEREAS, the final 2021 assessment discussed below is not an admission of true value by either party; and

WHEREAS, the parties desire to settle these proceedings in accordance with the terms set forth herein;

NOW, THEREFORE, it is stipulated and agreed by and between the attorneys for the parties as follows:

1. The proceedings for challenging the assessment of the Property for the 2020 assessment roll used to for 2020/21 tax year shall be discontinued with prejudice, without costs to either party.
2. The assessment for the Property for the 2021 assessment roll and the 2021/22 tax rolls prepared from such assessment roll shall be corrected and established as follows:

<u>Parcel</u> <u>Identifier</u>	<u>Original</u> <u>Assessment</u>	<u>Reduction</u>	<u>Final</u> <u>Assessment</u>
113.-3-3.112	1,404,000	\$592,140	\$711,860

3. As a result of the correction of the assessment of the Property for the 2021 assessment rolls, the Treasurer of the City, for and on behalf of the City and the School District, shall issue a corrected tax bill for the Property on account of the 2021 assessment roll and the

2021/2022 tax rolls and such corrected invoice shall be due and payable without penalty if paid within thirty (30) days from the date of the correct tax bill by the City Treasurer. If a corrected tax bill is not issued and the Petitioner pays the original tax bill, all the excess taxes paid by the Petitioner to the City, the Enlarged School District of the City of Rensselaer and the County of Rensselaer for the corrected 2021 assessment for the Property shall be refunded by each of the above respective taxing districts to Cullen and Dykman LLP, as attorneys for Petitioner, 100 Quentin Roosevelt Boulevard, Garden City, New York 11530, without interest or penalties of any kind; provided that the refunds are made within 90 days of the respective Respondent receiving a copy with notice of entry of this Order on Consent and Stipulation of Settlement.

4. In the event that any taxes are unpaid, then the Petitioner may request that the officer or officers having custody of the respective tax roll prepared on account of the 2021 assessment roll to promptly forward to the Petitioner a new corrected tax for the Property on the basis of the final total 2021 assessed valuation for the Property as set forth in Section 2 herein with a proportionate reduction of the penalties and interest accrued to date.

5. The provisions of RPTL Section 727 shall not be applicable to either the corrected 2021 assessment for the Property. Both the Petitioner and the Respondents waive any and all right to assert that either the 2021 assessment for the be established as the assessment for the Property for the 2022, 2023 and 2024 assessment rolls or for any subsequent assessment roll on the basis of RPTL Section 727, which is expressly and irrevocably waived by the Parties and further agreed to have no force and effect as between the Parties.

6. Each of the undersigned acknowledges that he or she is authorized to execute this Stipulation of Settlement on behalf of the entities or officials so represented, and that all authorizations required to make this Stipulation of Settlement binding and effective have been obtained.

Dated: July____, 2021
Troy, New York

Hon. Andrew G. Ceresia
Supreme Court Justice

STIPULATION

The Attorneys for the respective Parties do hereby consent to this Stipulation & Order of Settlement.

Dated: July ____, 2021

By: _____

Cullen and Dykman LLP
Attorneys for Petitioner
100 Quentin Roosevelt Blvd.
Garden City, NY 11530

By: _____

Goldman Attorneys PLLC
Attorneys for Respondent
255 Washington Avenue Extension
Suite 108
Albany, New York 12205
Attention: Paul J. Goldman

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

A RESOLUTION APPROVING COMPROMISE WITH KEY BANK NATIONAL ASSOCIATION-CITY ASSESSOR

WHEREAS, Key Bank National Association has brought a proceeding against the City of Rensselaer challenging its' tax assessment, and a proposed Compromise has been recommended by the Special Counsel for the City and approved by the City Assessor which would result in a reduction of the subject assessment due to such structure being an empty building at this time, all as set for in the attached proposed Stipulation and Consent Order, which is made a part hereof, and incorporated herein by reference; and

WHEREAS, the proposed Stipulation and Consent Order has been approved by the City Assessor and carefully reviewed by the Common Council; and

WHEREAS, good cause appearing therefor for the Compromise requested,

NOW THEREFORE, BE IT RESOLVED by the City of Rensselaer Common Council that the attached Stipulation and Consent Order is hereby approved and the subject Compromise is also approved, and Special Counsel is hereby authorized to execute any and all necessary documents to effectuate such Compromise.

Approved as to form and sufficiency
this _____ day of July, 2021

Corporation Counsel

Approved by:

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<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				

2

STATE OF NEW YORK
SUPREME COURT COUNTY OF RENSSELAER

In the Matter of the Application of

KeyBank National Association,

Petitioner,

vs.

City of Rensselaer Board of Assessment Review,
the Assessor of the City of Rensselaer, and
the City of Rensselaer, Rensselaer County, New York,

Respondents.

**STIPULATION AND
CONSENT ORDER**

Index No.: EF2020-266517

Tax Year: 2020

Judge: Hon. Andrew G. Ceresia

For review of a Tax Assessment under Article 7
of the Real Property Tax Law.

Property Description:

Property	Tax ID Number	
16 Second Ave	143.75-9-1	
Tax Year	Taxable Status Date	Index Numbers
2020	March 1, 2020	EF2020-266517

WHEREAS, tax certiorari proceedings were commenced by the above-named petitioner (“Petitioner”) for the above described property (“Property”) located in the City of Rensselaer (“Respondent”) to recover overpaid real property taxes paid for the tax year relating to the taxable status dates set forth herein (hereinafter Tax Year”) and said proceedings are now pending (“Pending Proceedings”), and;

WHEREAS, negotiations for settlement were entered into regarding said proceedings; and

NOW, THEREFORE, it is hereby stipulated, consented, and agreed by and between the attorneys and the respective parties that the above-captioned Pending Proceedings shall be settled and that an Order and Judgment to that effect may be entered without further notice to either party on the following terms:

1. The Pending Proceedings shall be settled by changing the prior assessment ("Prior Assessment") to the revised assessment for the Tax Year set forth below ("Revised Assessment"):

Property Address	16 Second Ave		
Tax ID Number	143.75-9-1		
Tax Year	Taxable Status Date	Prior Assessment	Revised Assessment
2020	March 1, 2020	\$248,500	\$62,640

The full value used to determine the Revised Assessment is as follows:

Property Address	16 Second Ave		
Tax ID Number	143.75-9-1		
Tax Year	Equalization Rate	Prior Assessment at Full Value	Revised Assessment at Full Value
2020	21.60%	\$1,150,463	\$290,000

The Petitioner herein shall be paid the sum equal to the difference between the real property taxes paid for the 2020 Tax Year, and the taxes that would have been paid if the assessment had been based upon the Revised Assessment for such tax year. Interest on the above payments shall be waived, except that interest shall be paid at the legal rate for real property tax assessment refunds if amounts required to be paid hereunder are not paid within sixty (60) days of the service of this order upon the entity responsible for making such payment until the same is so paid.

Notwithstanding the foregoing, the Petitioner shall not receive refunds that would otherwise be due for city taxes levied by the City of Rensselaer based upon the 2020 Final Tax Assessment Roll in consideration for the amount expended by the city in litigating this matter.

2. That sums heretofore specified to be paid in this Stipulation and Consent Order are all inclusive and statutory costs and disbursements are waived.
3. Any payments hereunder shall be made to the Jacobson Law Firm, P.C. as attorney for the Petitioner herein.

4. Counsel for the Petitioner herein represents that the approvals for this settlement have been obtained from the Petitioner herein.

5. Counsel for the Respondent herein represents those approvals required for this settlement have been obtained from any and all necessary parties and entities, and Respondent City of Rensselaer has concluded the settlement to be in the best interest of the City.

This Stipulation and Consent Order shall not be governed by the provisions of Section 727 of the Real Property Tax Law.

Petitioner:

Dated: _____

Aaron H. Jacobson, Esq.
Attorney for Petitioner
KEYBANK NATIONAL ASSOCIATION
Jacobson Law Firm, P.C.
1080 Pittsford-Victor Road, Suite 304
Pittsford, New York 14534
Telephone: (585) 218-6290

Respondents:

Dated: _____

Devon J. Casertino, Esq.
Attorney for Respondent
CITY OF RENSSELAER
The Vincelette Law Firm
421 New Karner Road, Suite 2
Albany, NY 12205
Telephone: (518) 608-6569

Upon reading and filing the annexed stipulation ("Settlement Stipulation"), it is hereby

ORDERED, ADJUDGED, AND DETERMINED, that the Settlement Stipulation of the parties be, and the same hereby is, determined to be reasonable, just and in the best interests of the parties herein, and the same be and is approved; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that the parties shall and hereby are directed to comply with the terms and conditions of said Settlement Stipulation; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that the real property tax assessment for the Property located in the City of Rensselaer be revised as follows:

Property Address	16 Second Ave		
Tax ID Number	143.75-9-1		
Tax Year	Taxable Status Date	Prior Assessment	Revised Assessment
2020	March 1, 2020	\$248,500	\$62,640

and that the tax assessment rolls for said year shall be so modified; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that the Assessor of the City of Rensselaer shall make or cause to be made upon the proper books and records and on the tax assessment rolls of said City, the entries, changes and corrections necessary to conform said assessment to such corrected and reduced valuation; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that there shall be audited and allowed paid to the Petitioner by the County of Rensselaer, the Rensselaer City School District and any other applicable taxing authority or entity that based its payments on the assessment, the amount, if any, paid by said Petitioner as taxes against the Prior Assessment in excess of what would have been paid had the assessment been based upon the Revised Assessment for the 2020 Tax Year, without interest, except that interest shall be paid at the legal rate for real property tax assessment refunds to the extent that amounts required to be paid hereunder are not paid within sixty (60) days of the entry of this Stipulation and Consent Order and service of this order upon the entity responsible

for making such payment until the same is so paid as determined by the Settlement Stipulation. Notwithstanding the foregoing, the Petitioner shall not receive refunds that would otherwise be due for City taxes levied by the City of Rensselaer based upon the 2020 Tax Year. Each entity responsible for paying such refund shall provide a complete written accounting to counsel for the Petitioner indicating in detail how such refund was calculated; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that any parties and attorneys signing this Stipulation and Consent Order, by doing so, represent that they have necessary authority to do so, that said party has duly agreed to this settlement, taken the necessary action to do so and are the duly authorized and empowered persons to do so; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that these proceedings are hereby discontinued subject to and provided the Respondents comply with all the terms and conditions of this Stipulation and Consent Order; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that these proceedings shall not be governed by §727 of the Real Property Tax Law of the State of New York.

DATED: _____
_____, New York

Hon. Andrew G. Ceresia
Supreme Court Justice

KEY01-Rensselaer City-2020

By Alderperson:

COUNCIL AS A WHOLE

Seconded by Alderperson:

RESOLUTION AUTHORIZING AGREEMENT WITH CUEHIT, INC. FOR THE SOFTWARE SERVICES - POLICE DEPARTMENT

WHEREAS, the City of Rensselaer Police Department desires to utilize the software services of CueHit, Inc. so as to better respond to matters taking place in the City, as more fully set forth in the attached one year plus renewal agreement and proposal, at a total cost of \$2,000.00 per year, and the approval of such agreement and proposal appearing to be in the best interest of the City of Rensselaer, and

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

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

Approved as to form and sufficiency
this day of , 2021

Corporation Counsel

Approved by:

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<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				



SOFTWARE PILOT AGREEMENT

This Pilot Software Agreement (this “Agreement”) by and between CueHit, Inc. (“CueHit”) and City of Rensselaer Police Department (“Pilot Client”) (who together are referred to as the “Parties” herein and individually as “Party”) is effective as of the date last signed below.

CueHit desires to make available modules of its software products (“Software”) to be piloted as detailed in Attachment B; and

The Client wishes to participate in the use and testing of the Software.

In consideration of the promises set forth herein, the Parties hereto agree as follows:

1. ARRANGEMENT

- 1.1. CueHit agrees to provide the usage of Software to Pilot Client.
- 1.2. CueHit agrees to provide the training and configuration services to staff of Pilot Client as defined in Attachment A, Statement of Work.
- 1.3. CueHit agrees to provide Support Services as defined in Attachment A, Statement of Work.
- 1.4. Pilot Client agrees to test, to use and to evaluate the Software as provided herein and report to CueHit with respect to the usefulness, suitability and functionality.
- 1.5. Pilot Client agreed to participate in reasonable marketing activities with CueHit which may include webinars, statements in press releases, videos or tradeshow presentations, as requested and funded by Cuehit.

2. CONFIDENTIALITY AND PROPRIETARY RIGHTS AND DATA PROTECTION

2.1. The copyright to the Software is owned by CueHit. Nothing in this Agreement shall be construed as conveying title in the Software to Pilot Client. Pilot Client acknowledges and agrees that in providing the Software, CueHit may disclose to Pilot Client certain confidential, proprietary trade secret information of CueHit (the “Confidential Information”). Confidential Information may include, but is not limited to the Software, computer programs, source code (including all database stored procedures), object code, flowcharts, diagrams, manuals, schematics, development tools, specifications, screen shots, design documents, engineering know-how, marketing information, financial information, or business plans. All such Confidential Information shall not be disclosed.

2.2. CueHit represents and warrants that Computer-Aided Dispatch (“CAD”) data made available to CueHit will remain protected. Such protection includes taking the appropriate organizational and technical security measures designed to protect against unauthorized or accidental access, loss, alteration, disclosure, or destruction. This may include the aspects of personnel, facilities, storage, and access controls.



3. WARRANTY & LIMITATION OF LIABILITY

3.1. CueHit represents and warrants that it has the right and legal authority to grant the usage and provide the Software as contemplated by this Agreement. The Software may be early versions of code and may not be at the level of performance of a generally available product offering. The Software is provided “as is” without warranty. In no event shall CueHit be liable for any damage whatsoever arising out of the use or inability to use the Software, even if CueHit has been advised of the possibility of such damages.

3.2 In no event shall CueHit’s total individual cumulative liability hereunder, from all causes of action of any kind, whether arising under contract, tort (including negligence), strict liability, breach of warranty or otherwise, exceed the total amount paid by Pilot Client as fees for the twelve-month period immediately prior to the occurrence of the event that gave rise to such claim.

4. SUBSCRIPTION USE

4.1. CueHit grants to Pilot Client a non-exclusive, non-transferable, royalty free subscription of use right, for the period specified by this Agreement to use the Software. Pilot Client acknowledges and agrees that it will not use the Software for any function other its intended purpose. Pilot Client agrees that it will use the Software carefully and will not use it in any way which might result in any loss of its or any third party’s property or information.

4.2. Subscription to Software is for the sole use and benefit of Pilot Client, as defined in Attachment B. Use of Software by any other entity is prohibited unless granted by CueHit, as an amendment to this Agreement.

5. SERVICES AND STORAGE AND FEES

5.1. CueHit agrees to provide the services, storage, transaction processing and third-party subscriptions required during the term of this Agreement.

5.2. Pilot Client agrees to pay Software Subscription Fees to CueHit as defined in Attachment B.

6. REPORT ON USE

6.1. Pilot Client should report to CueHit, as soon as practical, any perceived defect (code or usability) in the Software.

6.2. The Pilot Client is encouraged to provide recommendations to CueHit on enhancements the Pilot Client recommends that CueHit make to the Software.

6.3. The Pilot Client will participate in regularly scheduled conference calls organized by CueHit to jointly review issues with all Pilot Clients.

6.4. The Pilot Client agrees to allow CueHit to use anonymized data from Pilot Client system to highlight system performance



7. TERM AND TERMINATION

7.1. This Agreement shall be in effect for a period of twelve (12) months from the date of signature unless otherwise terminated as provided herein.

7.2. This Agreement may be terminated with thirty (30) days written notice by either Party to the other Party.

7.4. Should Pilot Client terminate agreement in accordance with 7.2, no subscription fees paid shall be refunded or prorated by CueHit.

7.3. The obligations of Pilot Client and CueHit in Section 2 above shall survive the termination of this Agreement.

SIGNATURE PAGE FOLLOWS



EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

**CITY OF RENSSELAER POLICE
DEPARTMENT**

CUEHIT INC.

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date



Attachment A

STATEMENT OF WORK

This Schedule describes a Statement of Work ("SOW") pursuant to the Pilot Software Agreement (the "Agreement") between City of Rensselaer Police Department ("Client") and CueHit Inc. ("CueHit"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

CueHit Software

CueHit will be used to survey citizens that have interacted with Client. Client will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within CueHit and available for display in a Feedback Board and within the analytics component called Measure. In addition, Client will make use of automatic text notifications to citizens based on information received from the Computer Aided Dispatch System. Citizens can also text in via QR Code or number to report Feedback via Text the Chief.

CueHit and Client Responsibilities

1. CueHit will configure a tenant and telephone number group for the Client
2. CueHit will schedule a 60-minute kickoff call with the Client to review the objectives, timeline and mutual deliverables
 - Configure Client administrator account - CueHit
 - Walk client through the survey builder - CueHit
 - Walk client through the rules builder - CueHit
 - Walk client through the Feedback Board- CueHit
 - Walk client through Activity /Survey tools- CueHit
 - Walk client through the CueHit CAD Agent and what is needed for the connection to CAD- CueHit
3. Client will gather information needed for Surveys, Rules and CAD Connection - Client
4. CueHit will coordinate a CAD Connection Workshop with Client
 - Configure CueHit CAD agent- CueHit and Client
 - Connect to Client CAD – Client
 - Test feed – CueHit and Client



5. CueHit will coordinate a 2-hour Survey Workshop with Client
 - Consult on the questions to ask in a satisfaction survey (maximum of 3 questions) = CueHit and Client
 - Configure the questions in the survey tool = CueHit and Client
 - Configure the acceptable responses in the survey tool = CueHit and Client
 - Configure additional criteria (Follow Up question only) = CueHit and Client
 - Send sample survey to client on text message = CueHit and Client
 - Review in Feedback Board and Activity Screens= CueHit and Client
6. CueHit will schedule a 1-hour Analytics Workshop with the Client to review the Dashboards that reflect the results of the surveys.
 - CueHit will review standard visualizations and data in the dashboard
7. CueHit will train the Client Administrators on the use of Text the Chief surveys

SUPPORT SERVICES

This Schedule describes the terms and conditions relating to the Support Services that CueHit **will** provide to Client during the term of the Agreement.

Technical Support Services:

Telephone Assistance. Client will be given the telephone number for CueHit 's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding CueHit holidays, to consult with CueHit technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to CueHit identifying potential problems in the Software. Requests should be in writing and directed to CueHit by e-mail, or through CueHit's Support website. CueHit **retains** the right to determine in its sole discretion the final disposition of all requests and will inform Client of the disposition of each request. If CueHit **decides** in its sole judgment to act upon a request, it will do so by providing a bug fix.

Scheduled Maintenance. Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the Software Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message or via a banner on the main page of the CueHit application.



Exclusions from Technical Support Services:

CueHit shall have no support obligations with respect to any third-party hardware or Software product ("Nonqualified Product"). If CueHit ***provides*** support services for a problem caused by a Nonqualified Product, or if CueHit's service efforts are increased as a result of a Nonqualified Product, CueHit will charge time and materials for extra service at its current published rates for custom Software services. If, in CueHit's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, CueHit shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of the day and year first written above:

CueHit Inc.

City of Rensselaer Police Department

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



PILOT CLIENT SOFTWARE SUBSCRIPTION QUOTATION / MODULE OF USE

Pilot Client:	Date:
City of Rensselaer Police Department 201 Broadway Rensselaer, NY 12144	July 8, 2021

This Attachment describes the terms and conditions relating to the Software Subscription Fees that Pilot Client will pay to CueHit for use of Software as described below. Software is for use only by City of Rensselaer Police Department, for the interactions between citizens and staff

This quote is valid for 30 days from date of receipt and is based on the anticipated volume of messaging and services to be used.

Item	Commercial Subscription Price	Pilot Customer Subscription Price
Surveys: 1. Unlimited surveys built with unlimited sends 2. Unlimited rules to drive surveys 3. QR Codes for Dept and Officers to activate surveys 4. Inbound Text to start a survey 5. Connection to CAD or RMS for automatic surveys 6. Positive Feedback Board and Satisfaction Portal for Supervisors	\$23000 per Year	\$2000 per Year
Messages: 1. Unlimited messages and rules delivered (pre-arrival, post-incident, referral, library) 2. Wellness surveys / texts to officers	Included	Included
Dashboards: 1. Positive Satisfaction Dashboard 2. Survey Results Dashboard 3. Sentiment Analysis Dashboard 4. 3 Custom Dashboards 5. Tasks and Notifications		

Total Pilot Subscription Price Per Year	\$2000.00
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Subscription Terms:

The fees provided in each Quotation are provided on an annual subscription basis. All software quoted herein are governed by the terms of CueHit's Pilot Client Agreement.

100% first year annual subscription at contract signing and annually on anniversary date.

Does not include any fees charged by CAD or RMS vendor, if any. CueHit assumes it will read from replicated copy of data.

In consideration of Pilot Agreement, CueHit agrees to honor the Pilot Customer Subscription Price in this quotation for a period of two years (first year plus first renewal year). After the second year, CueHit may, at its sole discretion increase the Pilot Customer annual Subscription Price, but by no more than 10%.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of the day and year first written above:

CueHit Inc.

City of Rensselaer Police Department

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Proposal for

Rensselaer Police Department

Citizen Connection and Community Feedback Solution

July 8, 2021

Presented By:



HIGH ENGAGEMENT RATES

Executive Summary

CueHit would like to offer a pilot program to the City of Rensselaer Police and is excited to provide this an automated Community Engagement, Citizen Text Message Connection, and Feedback solution.

The ways in which people interact have changed dramatically in the past decade. As the events of the past year have shown, many of us leverage text messaging to not just interact with each other but expect that it is how we will interact with the companies and organizations that provide us service. CueHit was created to provide Police Departments with the same tools to engage citizens and the community that businesses use to engage customers, gather feedback and measure satisfaction. There is no replacement for Police to be out, in the community. But CueHit can help with some of the non-urgent interactions and automate some of the communications with the department.

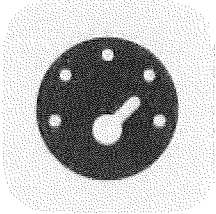
We started CueHit in 2020 and are working with 15 departments across the country. We are looking for 10 pilot departments in Colorado who will immediately benefit from the CueHit technology platform that reads from the department's systems to **automate the delivery of text messages to citizens** that have recently interacted with officers. These messages can deliver **information** the department wishes to share, like case updates or victim notifications and survey questions to the citizens asking for **feedback** on the service received and the **satisfaction levels** with that service. The system can be configured to deliver the messages immediately or within an hour or a up to week after the interaction, depending on the type of report and the need to be sensitive to those receiving it. In addition, CueHit will provide the department with an inbound "Text the Chief" facility that allows community members who did not receive a survey to engage in a text conversation survey, that can ask for feedback, measure satisfaction, and receive concerns or compliments from the community – all without any manual intervention.

As you will read in this proposal, CueHit would like to offer this solution to the City at our cost, as it is our belief that the Rensselaer PD would be an exceptional pilot and really make great use for our solution. There is little effort required on the part of the Department or ongoing administration after use.

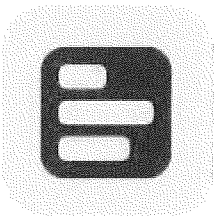
We look forward to discussing a long partnership with the City of Rensselaer Police. We hope to have our Pilot departments selected by July 30.

Police departments using CueHit satisfaction surveys are seeing engagement rates higher than 50% because of the way in which messages are delivered and the simplicity with which feedback is collected. They are also seeing greater than 90% Positive Satisfaction Scores from their citizens.

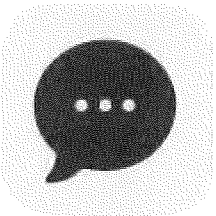




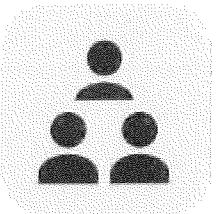
Surveys to citizens via automatic text after officer interactions and certain 9-1-1 calls to measure satisfaction levels. Seeing response rates **above 55%** with these surveys and departments are experiencing **higher than 90% Citizen Positive Satisfaction**



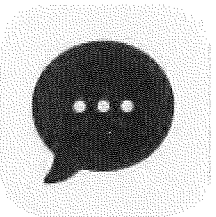
Inbound "Text the Chief" allows citizens begin a survey via QR code or number. **Automatic notifications** to assigned staff of issues that need to be addressed immediately



Sentiment analysis on citizen comments to identify positive, negative or neutral feedback with unique workflows for each. Positive feedback routed to officers or posted to board to boost morale. Negative feedback triggers **follow up tasks** to reach out for further conversations.



Full analytics suite to measure the **Positive Satisfaction Score** from the community and trends over time. Report on score by department, by type of interactions and by individual officers. Share internally or externally at regular intervals defined by the Department.



Automate delivery of citizen communications before, during and after an interaction – with information from CAD or RMS. Manual text message platform without using individual cell phones and full Video Reporting for low priority events or investigations.





Police Chiefs deserve the same capabilities as CEOs when it comes to automating interactions with citizens

CueHit's goal is to provide Chiefs with the data they need to prove how satisfied the residents are with the service they receive from the Police

The solution does not require extensive administration or maintenance and is a "Set it and Forget it" type of solution



CueHit Price Proposal to City of Rensselaer Department

Actual price proposal is included in the Pilot Agreement as Attachment B and requires signature.

Pilot Price for \$2000 per year includes:

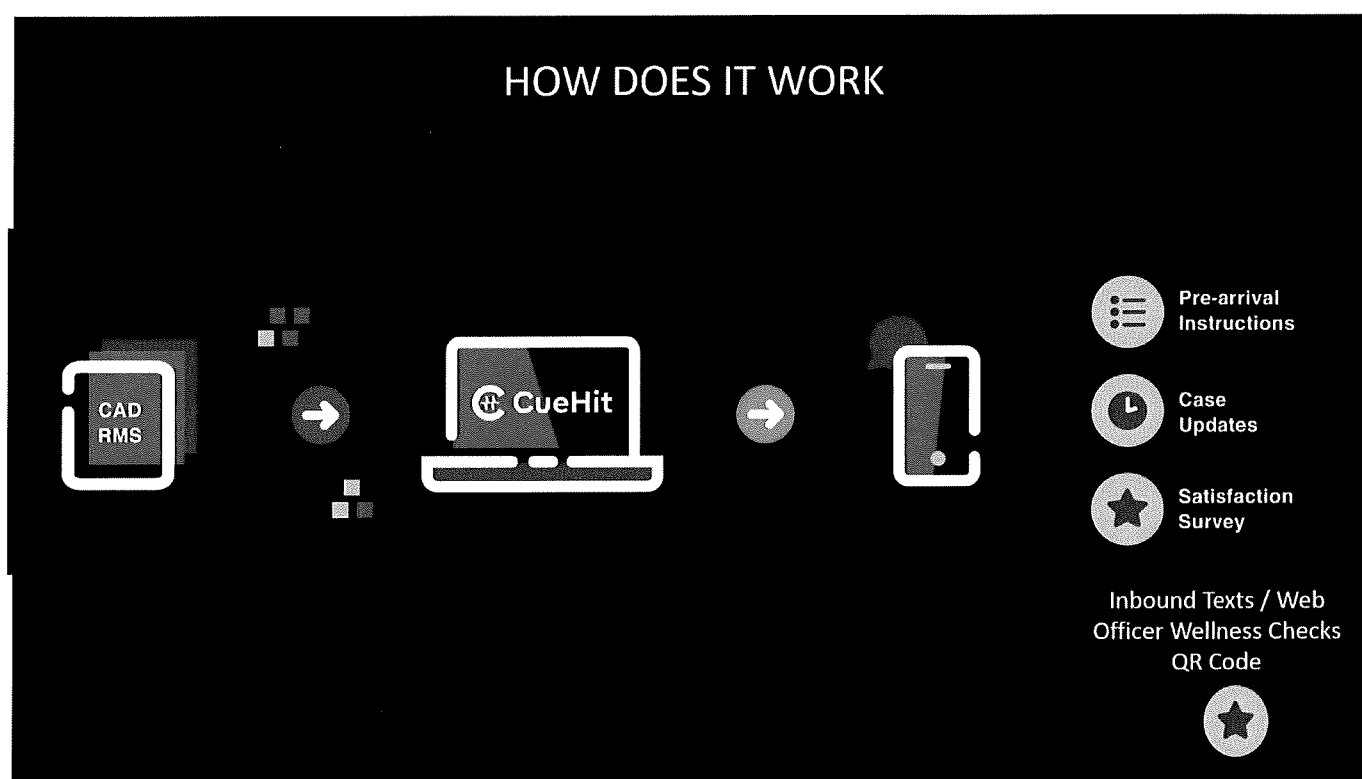
Configuration and sending of unlimited number of surveys and survey builder
Unlimited number of rules to drive delivery of standard surveys
Connection to the department CAD and RMS to drive the rules
Positive feedback workflows include board and access by supervisory staff to all survey results and individual officer email digests
Standard dashboard access of Response Rates, Positive Satisfaction Scores, Survey Results and Sentiment Analysis
Creation of 3 Custom Dashboards
Inbound Text the Chief to allow citizen to begin a survey
Access to rules builder for the creation and sending of other types of messages to include pre-arrival instructions, referrals, case updates other library messages
Send wellness check surveys to officers or call takers after traumatic or hazardous event
Ability to create tasks based on survey results, route notifications and use task board

The above price would include all project-related services, training, integration, and onboarding fees.

In consideration of being a Pilot Customer, CueHit agrees to honor the Subscription Price in this proposal for a period of two years (first year plus first renewal year). After the second



year, CueHit may, at its sole discretion increase the Pilot Customer annual Subscription Price, but by no more than 10%. Pilot Customer will never pay full commercial price.



- The CueHit rules engine reads the data from CAD or RMS to determine what type of messages are sent to which people involved in an interaction – victim, witness, complainant, subject.
- Messages, surveys, allowable responses, and time at which they are sent are all defined by the Department via simple, easy-to-use screens.



- As community feedback and citizen responses are received, the data is secured in the AWS GovCloud and analytics is applied to allow for ease of reporting, notifications, positive and negative feedback workflows and dashboards that can be shared internally or externally.





Citizen Feedback and Community Engagement Tools for Police

<https://www.cuehit.com/law-enforcement/>

Connect Proactively after Interactions with Department

Automatic text message surveys 1 hour to 1 week after interaction with officers or 9-1-1

Greater than 50% response rates for surveys in the text conversation

Data from CAD and RMS powers rules engine to target the right survey to right people at right time

Inbound "Text the Chief" managed by an intelligent "chat-bot" that you configure

Follow-up tasks created automatically based on responses from citizens

Use Feedback to Help Officer Morale and Department

Positive feedback routed to officer and displayed on big screen to improve morale

Immediate negative feedback notifications tracked by type and personnel

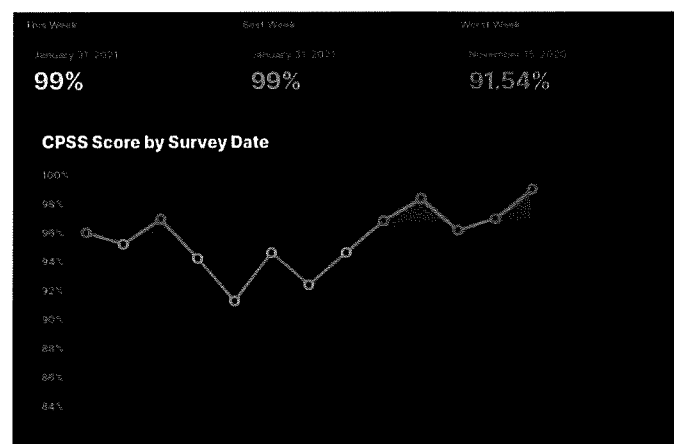
Understand where problems may exist and send to early warning intervention system

Quantify and Measure Citizen Satisfaction

Real-time, interactive dashboards that report the Positive Satisfaction Score from survey results

Department results, officer results

See weekly trends to share with your team or with the public





Increase Staff Morale with Positive Feedback

- Using the latest in technology, CueHit applies sentiment analysis on comments in survey responses. This is the interpretation and classification of emotions from the text messages to indicate positive, negative, neutral, or mixed reactions.
- While all survey responses and comments are scored and used by Departments to understand citizen satisfaction, CueHit can direct positive sentiment comments to a Feedback Board that is dynamically updated.
- Give every member of the community the chance to say “Thank You” to Law Enforcement, Fire/EMS and 9-1-1.
- Send positive feedback to personnel performance management systems to be able to put compliments and kudos into individual files.

Feedback Board

List Focused

Officers were kind and handled the situation with care

Scott was very professional

Scott is giving an excellent presentation

Officer MacDonald was terrific!

So professional and calm. Great job. Thank you all.

Sharron was great. Really helped us out. Thank you!

It was great.

Great service

Very helpful and professional

Feeling good

Jennifer did an incredible job. Thank you!

He was amazing!

Great job

Love this idea

They did a great job overall. Thanks for the help!



Survey Results

Details **Complainant Survey**

Source
Sent by: Scott MacDonald

Contact
+16192897748

Survey
Complainant Survey Sent on
03/10/2021, 11:01:12 am

03/10/2021
3

03/10/2021
P

03/10/2021
Y

03/10/2021
Officer Wells is a hero. I was crying when she got here and she really helped me out.

03/10/2021
Hello. This is Chief Hawkins with Albany Police. Please answer a few quick questions about your interaction with our officers this week. How would you rate your satisfaction with the officer? Please respond with a number between 5 - Very Satisfied and 1 - Very Unsatisfied.

03/10/2021
How do you feel the situation was handled by the officer? Please respond with one of the following: F for Fair, P for Poor, E for Excellent.

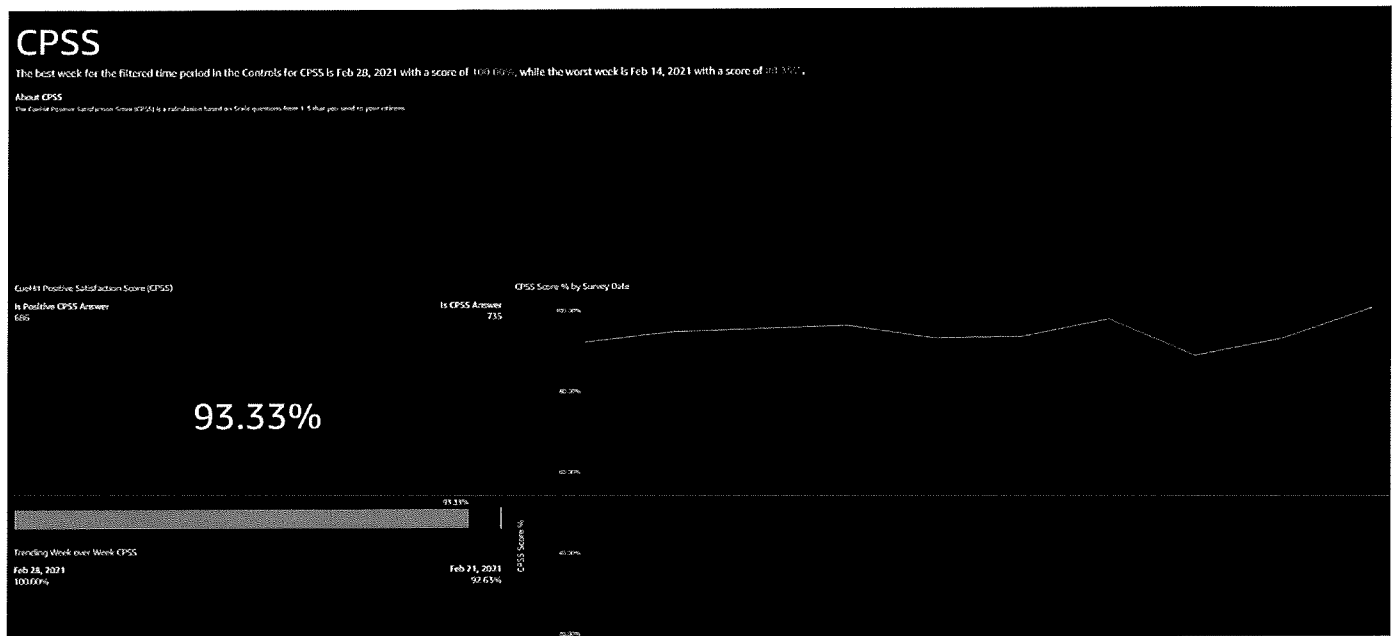
03/10/2021
Would you like to be contacted by a member of the Department to discuss your experience in more detail? Please respond with one of the following: Y for Yes, N for No.

03/10/2021
Please provide any additional feedback you have about the officer or just type NONE

03/10/2021
Thank you for taking the time to answer these questions. You can text @APD to CHIEF at any time in the future to provide

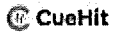
- Feedback Surveys are sent to citizens via text message
- All questions are asked within the text conversation
- As each question is answered, the next is sent
- The final question can be a link to a longer, online survey, also designed via the CueHit survey builder





- The Positive Satisfaction Score gives the department data to measure the community satisfaction level with department – BY THOSE WHO ACTUALLY INTERACTED WITH THE DEPARTMENT
- See trends over time and drill down into details





Strengthening Officer Connections for Public Safety

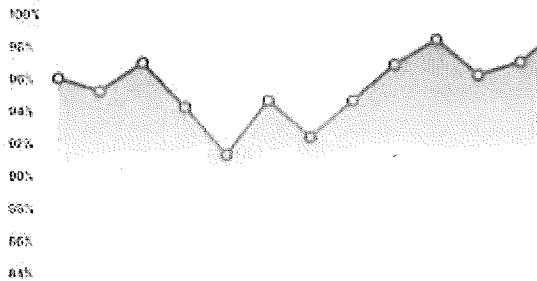
Officer MacDonald,

Wow! Based on the results of our recent Citizen Feedback Surveys, you received a 99% Positive Satisfaction Score!

Here is a snapshot of your current score and the how it has changed over the past few periods.

Week **99%** **70** **54**
March 21 - 27 **CPSS** **Total Surveys** **Feedback**

CPSS Score
 April 11 - March 13, 2021



You also received some great feedback from the community. Here are some of the comments we received about you:

Officer went above and beyond. Great job! Thank you

The male cop was great! He really helped calm everything down. Thank you!

Call taker was great

Both the 111 operator and paramedic were excellent

Scott provided great service

Officer did a great job!

Deputy Jones was awesome. Very caring and helpful. Thank you

Officer Wells is a hero. I was crying when she got here and she really helped me out.

Thank you for all that you do to keep the community safe and satisfied!

IMPROVE OFFICER MORALE

Personal email digests can be sent weekly to officers with their personal Positive Satisfaction Score along with the positive feedback they received throughout the week.



Add Task Type

Task Type Citizen Complaint Follow Up

Due Date Delay Hours:

Target Role WITNESS

Notify Group

Search All Personnel

Jordan Burns

J Treadwell

Samantha O'Brien

Joel Hastings

Bobby LeGaye

Scott MacDonald

Default Assignees

Search All Personnel

Jordan Burns

J Treadwell

Samantha O'Brien

Joel Hastings

- Negative feedback or negative scores are automatically flagged
- The department can have tasks automatically created and sent to emails of Command Staff or Community Affairs for follow up with citizen
- Can send automatic updates to early warning intervention systems
- Can ask additional questions about filing a complaint
- Your department sets the rules for what happens

How do you feel the situation was handled by the officer?

Very Poor

Poor

Good

Very Good

Add another option...

If... ANSWER = Poor

Then... Follow Up Question Follow Up Question Additional Content



Tasks 				My Tasks  Open Tasks Only  Add Task			
Citizen Complaint Follow Up Due at 02/26/2021 10:00 am	OVERDUE	Citizen Complaint Follow Up Due at 02/26/2021 10:00 am	OVERDUE	Citizen Complaint Follow Up Due at 02/26/2021 10:00 am	CLOSED	Citizen Complaint Follow Up Due at 02/26/2021 10:00 am	CLOSED
Citizen Complaint Follow Up Due at 02/26/2021 10:00 am	CLOSED	Citizen Complaint Follow Up Due at 02/26/2021 10:00 am	CLOSED	Citizen Complaint Follow Up Due at 02/26/2021 10:00 am	CLOSED	Tele-Medicine Follow Up Due at 02/26/2021 10:00 am	CLOSED
Tele-Medicine Follow Up Due at 02/26/2021 10:00 am	CLOSED	Tele-Medicine Follow Up Due at 02/26/2021 10:00 am	CLOSED	Citizen Complaint Follow Up Due at 02/26/2021 10:00 am	CLOSED		


- Manage Community Engagement activities and assignments through a Task Board
- Integrates with email or text message for notifications

Inbound Initiated Survey Configuration

Overview

Configure the survey that should be sent if somebody texts your agencies survey number: +13143103756

Select Survey


Inbound Survey **New Survey** 

What word starts the survey?

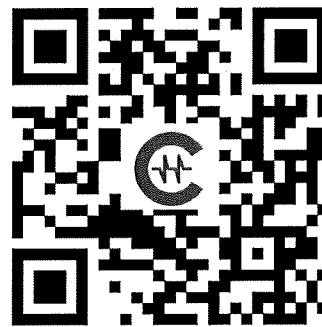
Start word should be one word and is not case sensitive

Start Word **Hello**

Inbound messages not matching the start word will create a task for manual review.

Task Type Community Service Of... 

Cancel **Save**



Pass out QR Code and Text the Chief Number to have citizens provide feedback and complete survey without first receiving a text.



By Alderperson

COUNCIL AS A WHOLE

Seconded By Alderperson

RESOLUTION PROCLAIMING NATIONAL NIGHT OUT

WHEREAS, the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, August 3, 2021 entitled "National Night Out"; and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in the City of Rensselaer to join over 38 million neighbors across 16 thousand communities for all 50 states, U.S. territories and military bases worldwide, and

WHEREAS, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work, and

WHEREAS, neighbors in Rensselaer assist the local law enforcement agency through joint community-building efforts and support National Night Out 2021, and

WHEREAS, it is essential that all neighbors of Rensselaer come together with police and work together to build a safer, more caring community, and

NOW, THEREFORE BE IT RESOLVED THAT, the Mayor, Common Council, and Police Department do hereby call upon all neighbors of your city to join your organization and National Association of Town Watch in support for National Night Out on Tuesday, August 3, 2021.

FURTHER, LET IT BE RESOLVED THAT I/WE, Mayor and Common Council, do hereby proclaim Tuesday, August 3, 2021 as "National Night Out" in Rensselaer.

Approved as to form and sufficiency
this day of , 2021

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<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

Approved by:

Mayor

By Alderperson

COUNCIL AS A WHOLE

Seconded By Alderperson

RESOLUTION PROCLAIMING NATIONAL NIGHT OUT

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WHEREAS, the National Night Out campaign provides an opportunity for neighbors in the City of Rensselaer to join over 38 million neighbors across 16 thousand communities for all 50 states, U.S. territories and military bases worldwide, and

WHEREAS, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work, and

WHEREAS, neighbors in Rensselaer assist the local law enforcement agency through joint community-building efforts and support National Night Out 2021, and

WHEREAS, it is essential that all neighbors of Rensselaer come together with police and work together to build a safer, more caring community, and

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Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<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
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this day of July, 2021

Corporation Counsel

Approved by:

Mayor

6

By Alderperson : _____

Seconded by Alderperson : _____

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN DOCUMENTS TO AFFECT A
THREE YEAR TERM AGREEMENT FOR PROFESSIONAL, ARCHITECTURE AND
PLANNING SERVICES AS DEEMED NECESSARY BY THE CITY OF RENSSELAER**

WHEREAS, The City of Rensselaer desires a three (3) year term agreement (Master Agreement) with several consulting firms to provide professional engineering, architecture, and planning services on an as-needed, on call basis, and

WHEREAS, the City published a Request for Qualifications for General Engineering and Architectural Services in the New York Contract Reporter and the Troy Record, and

WHEREAS, the City received thirty-five (35) proposals for qualifications, and

WHEREAS, the City has selected the following twelve (12) firms to contract for professional engineering, architecture and planning services based on their experience and expertise in various specialties:

General Engineering and Architecture Services

Greenman-Pederson, Inc/GPI
80 Wolf Road, Suite 300
Albany, NY 12205

Weston & Sampson, PE, LS, LA, PC
1 Winners Circle, Suite 130
Albany, NY 12205

Creighton Manning, LLP
2 Winners Circle
Albany, NY 12205

Barton & Loguidice, D.P.C (B&L)

10 Airline Drive, Suite 200

Albany, NY 12205

C.T. Male Associates (C.T. Male)

50 Century Hill Drive

Latham, NY 12110

Johnson, Mirmiran & Thompson/JMT

19 British American Boulevard

Latham, NY 12110

SHAHRISH Shuvo Engineering, PC (SSE)

535 Broad Hollow Road, Suite B7

Melville, NY 11747

Lamont Engineers, P.C.

PO Box 610

Cobleskill, NY 12043

M.J. Engineering and Land Surveying, P.C. (MJ)

1533 Crescent Road

Clifton Park, NY 12065

Other Services

HRP Associates, Inc. (HRP)

1 Fairchild Square, Suite 110

Clifton Park, NY 12065 (*Environmental services*)

Maser Consulting

18 Computer Drive East, Suite 203

Albany, NY 12205 (*Underground utility and public works services*)

Lacey Thaler Reilly Wilson Architecture & Preservation, LLP

79 N. Pearl Street, Fourth Floor

Albany, NY 12207 (*Architecture and historic preservation services*)

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 each of the above listed firms 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

BE IT FURTHER RESOLVED, that the Mayor be authorized to negotiate and enter into Supplemental Agreements with the above listed consulting firms, including scope of work and cost, to provide professional engineering, and architectural and planning services as deemed necessary by the City, as approved by the Common Council and subject to final review by the City of Rensselaer Corporation Counsel.

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<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
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this _____ day of July, 2021

Corporation Counsel

Mayor

**A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR PLANNING
DEPARTMENT - COMPTROLLER**

#7

Sponsored by: COUNCIL AS A WHOLE

Aldersperson(s): _____

WHEREAS, the City of Rensselaer is desirous of making a budget transfer of \$190.48 in budget lines as listed below, and such transfer having been approved by the City Comptroller to pay for the Staples invoice for office supplies since there is currently insufficient funds in this line. The Planning Department is requesting to utilize unused office equipment funds and transfer it to office supplies.

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

FROM:

Account No.	Description	Amount
A.8020.7220	Office Equipment	<u>\$190.48</u>
	TOTAL	\$190.48

TO:

Account No.	Description	Amount
A.8020.7225	Office Supplies	<u>\$190.48</u>
	TOTAL	\$190.48

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this ____ day of July, 2021

Corporation Counsel

Approved by:

Mayor



Order# 7334357125

Order placed: July 07, 2021 at 10:25 AM

Total Items:17

DELIVERIES

Jul 08, 2021 - 17

Items (estimated
delivery)

Approver: RICH BERHAUPT

Approved on: Jul 07, 2021 10:25 am

Ordered by: AMY LOLIK

**Deliver to: (C-62 WASHINGTON) 62 Washington St,
Rensselaer, NY 12144**

Items for delivery

17 items in box



Jul 07
Order Placed

Shipped

Out for delivery

Delivered

**Expected on: Jul 08,
2021**

On Contract



BIC Wite-Out EZ Correct
Correction Tape, White, 10/Pack
(50790)

1 @ \$5.62 PK \$5.62

\$5.62

Item: 483018 | Model: 50790 | CIN:
483018

AUTO

On Contract



Kleenex Standard Facial Tissue, 2-
Ply, White, 100 Sheets/Box, 36
Boxes/Pack (21400CT)

1 @ \$39.01 CT \$39.01

\$39.01

Item: 808298 | Model: 21400CT | CIN:
808298

ECO

On Contract



TRU RED™ File Folder, 1/3 Cut Tab,
Letter Size, Manilla, 100/Box
(TR56675)

3 @ \$7.14 BX \$21.42

\$21.42

Item: 116657 | Model:
116657/TR56675 | CIN: 116657

Order summary

Merchandise

Total: \$190.48

Shipping: FREE

Tax: \$0.00

Total: \$190.48

Accounting Information

PO

2021-00001486

Payment Method

Invoice \$190.48

Billing Address

City Hall 62
Washington St
Purchasing Dept
#Pc67296
Rensselaer, NY,
12144

Shipping Address

C-62 Washington
Amy Lollik
City Of Rensselaer
62 Washington St
Rensselaer, NY,
12144



On Contract

Scotch® Magic™ Tape Refill,
Invisible, Write On, Matte Finish,
3/4" x 27.77 yds., 1" Core, 24
Rolls (810K24)

Item: 809556 | Model: 810K24 | CIN:
809556

1 @ \$14.83 PK \$14.83

\$14.83



On Contract

Staples 1.25" Binder Clips,
Medium, Black, 24/Pack (10668-
CC)

Item: 831602 | Model: 10668CC | CIN:
831602

1 @ \$2.36 PK \$2.36

\$2.36

AUTO



On Contract

Staples EasyClose #10 Business
Envelopes, 4 1/8" x 9 1/2", White,
500/Box (50306)

Item: 381912 | Model: 50306 | CIN:
381912

3 \$60.12
@ \$20.04 BX

\$60.12

ECO AUTO



On Contract

Staples 2" Binder Clips, Large,
Black, 12/Pack (10669)

Item: 831610 | Model: 10669 | CIN:
831610

1 @ \$3.12 PK \$3.12

\$3.12

AUTO



On Contract

Staples 0.75" Binder Clips, Small,
Black, 40/Pack (10667-CC)

Item: 831594 | Model: 10667CC | CIN:
831594

1 @ \$1.81 PK \$1.81

\$1.81

AUTO



On Contract

Falcon Dust-Off Air Dusters, 7 oz,
2/Pack (DPSM2)

Item: 356654 | Model: DPSM2 | CIN:
356654

1 @ \$11.51 PK \$11.51

\$11.51



On Contract

AstroBrights Cardstock Paper, 65
lbs, 8.5" x 11", Cosmic Orange,
250/Pack (22851)

Item: WAU-22851 | Model:
WAU22851 | CIN: 495481

4 @ \$7.67 PK \$30.68

\$30.68

118

**A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR
POLICE DEPARTMENT - COMPTROLLER**

Sponsored by: COUNCIL AS A WHOLE

Aldersperson(s): _____

WHEREAS, the City of Rensselaer is desirous of making a budget transfer of \$175.00 in budget lines as listed below, and such transfer having been approved by the City Comptroller to pay for the Mohawk Hudson Humane Society invoice for control of dogs since there is currently insufficient funds in this line. There was not enough budgeted for in 2020-21 and, in addition, some 2019-20 invoices were not received by the City until several months after the year started.

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

FROM:

Account No.	Description	Amount
A.3120.7440	Contractual Services	<u>\$175.00</u>
	TOTAL	\$175.00

TO:

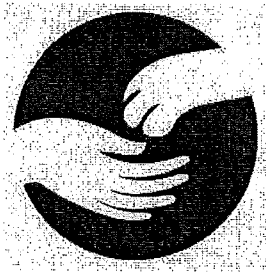
Account No.	Description	Amount
A.3510.7440	Contractual Services	<u>\$175.00</u>
	TOTAL	\$175.00

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<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
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
This _____ day of July, 2021

Corporation Counsel

Mayor



Mohawk Hudson Humane Society
3 Oakland Ave
Menands, NY 12204
Accounting@MohawkHumaneSociety.org
www.mohawkhumane.org

J

INVOICE

BILL TO

City of Rensselaer
Attn: Police Department
201 Broadway
Rensselaer, NY 12144

INVOICE # 4146

DATE 07/12/2021

DUE DATE 08/11/2021

TERMS Net 30

DATE OF SERVICE

June 2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/16/2021	Services to Municipalities:Boarding cat/day A48005993 STRAY DAYS 1-3	1	175.00	175.00

BALANCE DUE

\$175.00

City of Rensselaer

ANIMAL BILLING STATEMENT

MONTH / YEAR:

June 2021

[illegible]

DAYS TO BILL THIS MONTH ONLY

[illegible]

ANIMAL SEIZURE AND DISPOSITION RECORD

MONTH / YEAR: June 2021TOWN, CITY, or VILLAGE/COUNTY:

Rensselaer/Rensselaer

ANIMAL CONTROL OFFICER(S): Rensselaer PD

SHELTER NAME:

MHHS

[illegible]

Seizure Codes:

- A. Stray Animal
- B. OBS Bite Hold
- C. Sign over
- D. Court Order, Cruelty
- E. No License
- F. Running at Large
- G. Dangerous Dog
- H. Failure to Identify
- I. Other (state reason)

#9

**A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR
MAYOR'S OFFICE - COMPTROLLER**

Sponsored by: COUNCIL AS A WHOLE

Aldersperson(s): _____

WHEREAS, the City of Rensselaer is desirous of making a budget transfers of \$6,050.00 in budget lines as listed below, and such transfer having been approved by the City Comptroller to pay for the attorney services for Roemer, Wallens, Gold, & Mineaux LLP since there is currently insufficient funds in contractual services. In the 2020-21 budget not enough funds were budgeted for. In addition, there were additional legal fees generated from some of our newer staff researching procedures and processes. We are utilizing surplus funds from the Historian.

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

FROM:

Account No.	Description	Amount
A.7550.7401	Memorial Day Parade	<u>\$6,050.00</u>
	TOTAL	\$6,050.00
A.1420.7440	Contractual	<u>\$6,050.00</u>
	TOTAL	\$6,050.00

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
This _____ day of July, 2021

Corporation Counsel

Approved:

Mayor

**Roemer Wallens
Gold & Mineaux_{LLP}**
Counsellors at Law

June 1, 2021

City of Rensselaer
62 Washington Street
Rensselaer, NY 12144

For Labor Relations Services rendered pursuant to the Agreement between the City of Rensselaer and and Roemer Wallens Gold & Mineaux LLP for the month of **June 2021**.

\$3,025.00

**Roemer Wallens
Gold & Mineaux_{LLP}**
Counsellors at Law

May 1, 2021

City of Rensselaer
62 Washington Street
Rensselaer, NY 12144

For Labor Relations Services rendered pursuant to the Agreement between the City of Rensselaer and and Roemer Wallens Gold & Mineaux LLP for the month of **May 2021**.

\$3,025.00

10

**A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR
ADMINISTRATIVE SERVICES'S OFFICE - COMPTROLLER**

Sponsored by:

COUNCIL AS A WHOLE

Aldersperson(s):

WHEREAS, the City of Rensselaer is desirous of making a budget transfers of \$44,460.09 in budget lines as listed below, and such transfer having been approved by the City Comptroller to pay for the August health insurance premiums due to NYSHIP since there is currently insufficient funds in benefits. The rates increased after the budget was adopted so there were not enough funds.

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

FROM:

Account No.	Description	Amount
A.1900.7433	Taxes on Real Property	<u>\$44,460.09</u>
	TOTAL	\$44,460.09
 A.9000.7804	 Hospital & Medical	 <u>\$44,460.09</u>
	TOTAL	\$44,460.09

Approved as to form and sufficiency
This _____ day of July, 2021

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<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

Approved

Mayor

10

000001710587920210726002323

Make your check payable to:
NYS EMPLOYEES' HEALTH INSURANCE PENDING ACCOUNT

Please Include Your Agency Code on Your Payment

State of New York
Department of Civil Service
Employee Benefits Division
PO Box 645481
Cincinnati, OH 45264-5481

Statement Number: 566
Statement date: 07/06/2021
Agency Code: 00232
Amount Due: \$ 171,058.79
Due Date: 7/26/2021

Annette Graham
City Of Rensselaer
62 Washington St
Rensselaer, NY 12144

Amount Paid:

\$44,460.09

DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

-RETAIN THE BOTTOM PORTION FOR YOUR RECORDS-

State of New York
Department of Civil Service
Employee Benefits Division
PO Box 645481
Cincinnati, OH 45264-5481

Statement Number: 566
Statement date: 07/06/2021
Agency Code: 00232
Amount Due: \$ 171,058.79
Due Date: 7/26/2021

Annette Graham
City Of Rensselaer
62 Washington St
Rensselaer, NY 12144

Instructions:

1. Pay the "**Amount Due**". Please use only this month's form for this month's payment.
2. Make check payable to: **NYS EMPLOYEES' HEALTH INSURANCE PENDING ACCOUNT.**
3. Please include your **Agency Code** on your payment.
4. Send only the **TOP PORTION** of this **PAGE** with your check to the above address.

11

By Alderperson:

COUNCIL AS A WHOLE

Seconded by Alderperson:

**RESOLUTION AUTHORIZING SALE OF VACANT CITY PROPERTY
TO ABUTTING LANDOWNER, JAMES W. BRADY, PURSUANT TO
CITY CODE SECTION 57-1. - CITY TREASURER**

WHEREAS, pursuant to City Code Section 57-1, vacant City Property located off Washington Avenue known as 7 William Terrace, with a Tax Map Number of 133.72-3-2 and consisting of 0.46 acres, was offered for sale to the abutting Landowners, and the successful bidder was James W. Brady at a bid of \$250.00, and

WHEREAS, such bidding was concluded on February 18, 2021, it is

NOW, THEREFORE BE IT RESOLVED, that the City Treasurer is hereby authorized to execute all necessary documents so as to convey the aforementioned property to the successful bidder, subject to the terms and conditions of the Bid sale specifications.

Approved as to form and sufficiency
this day of July, 2021

Corporation Counsel

Approved by:

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<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				

12

By Alderperson : _____

Seconded by Alderperson : _____

**A RESOLUTION TO TENTATIVELY APPROVE ABANDONMENT AND SALE OF PAPER STREET TO
RICHARD E. VAN VORST AND
SCHEDULING A PUBLIC HEARING THEREON**

WHEREAS, The Common Council of the City of Rensselaer has been provided with the attached legal description of a portion of a paper street that is proposed to be abandoned pursuant to Section 90 of the City of Rensselaer Charter and then sold pursuant to Section 88 of the City of Rensselaer Charter to abutting landowner, Richard E. Van Vorst, for \$300.00 plus recording and closing costs, with such real property to then be merged with the homestead property of Richard E. Van Vorst, located at 1498 Fifth Street, Rensselaer, New York, tax map number 144.22-5-7, and

WHEREAS, the Common Council has reviewed such proposed abandonment and sale, and it appearing that the City would be transferring out a vacant strip of land measuring 40' x 125' (.11 acres) constituting a portion of Fifth Street that was never developed nor appears to serve any public use contemplated in the future, and in return the City would receive \$300.00 compensation which has been determined to be a fair and equitable amount by the City Assessor for the subject parcel to be conveyed, and

WHEREAS, such proposed abandonment and sale appears to be in the best interests of the City of Rensselaer and it appearing appropriate for a Public Hearing to be scheduled so as to consider public comments on such proposed abandonment and sale,

NOW, THEREFORE BE IT RESOLVED, that the attached proposed Abandonment and Sale is hereby tentatively approved subject to Public Hearing, and

BE IT FURTHER RESOLVED, that a Public Hearing will be held at 6:30pm on August 18th, 2021, at the City Hall of the City of Rensselaer located at 62 Washington Street, Rensselaer, New York, so as to allow the Common Council to hear Public Comment on the possible approval of the proposed Abandonment and Sale, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to issue and publish once a week for three consecutive weeks the attached Public Notice of the Public Hearing scheduled herein.

Approved as to form and sufficiency
this _____ day of July, 2021

Corporation Counsel

Approved by:

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<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				



Sharon L. Martin, IAO
COMMISSIONER

CITY OF RENSSELAER

OFFICE OF
COMMISSIONER OF ASSESSMENT
AND TAXATION
CITY HALL, 62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144

Telephone: (518) 462-5421
Fax: (518) 465-6803

May 18, 2021

Adjoining Property Owner(s)

Richard Vanvorst
1498 Fifth Street
Rensselaer, NY 12144

Your Tax Map #: 144.22-5-7

Dear Adjoining Property Owner(s),

The City of Rensselaer owns vacant land located adjacent to your property. The land is available for sale to abutting property owners pursuant to Section 57-1 of the Code of the City of Rensselaer, a copy of which is attached hereto. If you are interested in purchasing this parcel, you now have the opportunity to place a bid to purchase such property. Your signed and dated original agreement to purchase the subject parcel must be received in the Office of the City Clerk within three weeks of the date of this letter. Closing must take place within sixty (60) days of the date of this letter. In addition to the Purchase Price, the Recording costs will be \$350. The City will prepare and file the Quitclaim Deed, TP & RP forms.

Tax Map # N/A End of Fifth Street
Address of City owned parcel: 40 x 125 (.11ac)
Purchase Price Offer Amount: \$ 300

Attached is a tax map showing the City parcel being offered adjacent to your property. The vacant parcel will be merged into one tax map parcel with your current parcel. The address of the Rensselaer City Clerk is City Hall, 62 Washington Street, Rensselaer, New York 12144, telephone number (518) 462-4266. All property sales must be approved by the City Council.

If you should have any questions and/or concerns please contact this office for further information.

Yours truly,

Sharon Martin, IAO

Sharon Martin, IAO
Commissioner

I hereby agree to purchase the subject vacant parcel for the Purchase Price listed above pursuant to Section 57-1 of the Rensselaer City Code.

Dated: May 18, 2021

Richard Vanvorst
Adjoining Property Owner

Email: *RVANVORST4@NYCAP.ORG.COM*

Contact # *518-465-8047*

Description of a Portion of the bed of Fifth Street (formerly Richardson Street) to be discontinued by the City of Rensselaer

Schedule "A"

ALL that piece or parcel of land situate in the City of Rensselaer, County of Rensselaer, State of New York, bounded on the north by the southerly line of Fowler Avenue, on the east by the lands of Van Vorst, on the south by the Dead End of Fifth Street and the lands of Michael K. Drozdal and on the west by the Dead End of Love Street (a 25 foot wide paper street) and the lands of Mark A. Drozdal more particularly bounded and described as follows:

BEGINNING at an iron rod found at the intersection of the southerly right-of-way line of Fowler Avenue (a 40 foot wide City Street) with the westerly right-of-way line of Fifth Street (a 40 foot wide Paper Street formerly known as Richardson Street as laid out and shown on the "Map of Frenches Village of Bath", prepared by W.V.D. Williams, dated 1858 and filed in the Rensselaer County Clerk's Office on February 15th, 1860 in Drawer 17 as map 7); said iron rod also being the northeast corner of the premises conveyed to Mark A. Drozdal by deed dated June 29th, 2018 and recorded in the Rensselaer County Clerk's Office on July 12th, 2018 as Instrument #2018-536264; thence South 49 deg. 51 min. East 40 feet along the said southerly line of Fowler Avenue to a point; said point being the northwest corner of the premises conveyed to Sandra L. Van Vorst & Richard E. Van Vorst by deed dated June 22nd, 1976 and recorded in the Rensselaer County Clerk's Office on June 23rd, 1976 in Liber 1281 of Deeds at page 857; thence South 40 deg. 09 min. West 75 feet along the division line of the said lands of Van Vorst on the east and the parcel herein described on the west to a point; said point being the northwest corner of the premises conveyed to Sandra L. Van Vorst & Richard E. Van Vorst by deed dated September 2nd, 1987 and recorded in the Rensselaer County Clerk's Office on November 4th, 1987 in Liber of Deeds 1474 at page 87; thence South 40 deg. 09 min. West 50 feet along the above mentioned lands of Van Vorst on the east and the parcel herein described on the west to a point; said point being the southeasterly corner of the "Dead End" of Fifth Street; thence North 49 deg. 51 min. West 40 feet along the said "Dead End" of Fifth Street and the lands conveyed to Michael K. Drozdal by deed dated February 15th, 2019 and recorded in the Rensselaer County Clerk's Office on March 4th, 2019 in Liber 8770 of Deeds at page 285 to a point; said point being the southwest corner of the said "Dead End" of Fifth Street and the southeast corner of the "Dead End" of Love Street (a 25 foot wide Paper Street); thence North 40 deg. 09 min. East 125 feet along the "Dead End" of Love Street and the above mentioned lands of Mark A. Drozdal (Book 1474, page 87) to the point of beginning.

Containing in all 5,000 square feet of land be the same, more or less.

All bearings mentioned herein were as the needle pointed in "1984".

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Common Council of the City of Rensselaer, New York, will conduct a Public Hearing at 6:30 p.m. on August 18, 2021, at the City Hall in the City of Rensselaer, located at 62 Washington Street, Rensselaer, New York 12144, to receive comments from the Public concerning a proposed Abandonment and Sale of a portion of Fifth Street that is a paper street to abutting homeowner, Richard E. Van Vorst, for the amount of \$300.00, plus recording and closing costs. A full copy of the Resolution tentatively approving such Abandonment and Sale, with all attachments, are available during normal business hours from the office of the City Clerk.

By Order of the Common Council.

NANCY HARDT
City Clerk

#13

By Alderperson

Council As a Whole

Seconded by Alderperson

A RESOLUTION AUTHORIZING THE WAIVER OF CITY PERMITS AND FEES

WHEREAS, the City of Rensselaer is desirous of conducting a Food Truck Event on Saturday, September 11, 2021 at the Riverfront Park as part of the 20th Anniversary Remembrance Ceremonies for the September 11, 2011 Attacks; and

WHEREAS, the Food Truck Event is a non-partisan government function for the citizens of Rensselaer to enjoy as part of the Ceremonies.

NOW, THEREFORE, BE IT RESOLVED, that the Food Truck Event be conducted on Saturday, 11, 2021; and

BE IT FURTHER RESOLVED, that since this is a government affair any City of Rensselaer fees and permits are hereby waived; however, the City shall require that all vendors complete the City of Rensselaer Vendor application; and

BE IT FURTHER RESOLVED, that Food Vendors must possess a valid and current Rensselaer County Mobile Food Permit or obtain a Rensselaer County Department of Health Temporary Food Permit prior to the event.

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this day of July, 2021

Corporation Counsel

Approved by:

Mayor

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

414

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

WHEREAS, a Project for BIN 2202200, South Street Bridge Replacement and Pedestrian Improvements, City of Rensselaer, P.I.N. 1761.75 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % Federal funds and 20 % non-federal funds; and

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

NOW, THEREFORE, City Council duly convened does hereby

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

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

RESOLVED, that the sum of **\$300,000.00** will be appropriated from GENERAL FUND and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that the additional sum of **\$22,070.00** will be appropriated from GENERAL FUND and made available to cover the cost of participation in the above phases of the Project; and it is further

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

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

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

RESOLVED, this Resolution shall take effect immediately

Approved as to form and sufficiency
this _____ day of July, 2021.

Corporation Counsel

SO APPROVED!

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<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				

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

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I, the undersigned,

DO HEREBY CERTIFY that I have compared the above copy of a resolution adopted _____, 20__ with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said _____
This _____ day of _____, 20__.

Clerk

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 1761.75

OSC Municipal Contract #: <u>D040078</u>	Contract Start Date: <u>03/05/2020</u> Contract End Date: <u>08/31/2028</u> <input type="checkbox"/> Check, if date changed from the last Schedule A				
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 1					
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Rensselaer Other Municipality/Sponsor (if applicable): _____ <input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Municipality: <input type="checkbox"/> Municipality: <input type="checkbox"/> Municipality: </div> <div> % of Cost share % of Cost share % of Cost share </div> </div>					
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS					
Work Type: BRIDGE REPLACE	County (If different from Municipality): Rensselaer				
Marchiselli Eligible <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check, if Project Description has changed from last Schedule A): <input type="checkbox"/> Project Description: BIN 2202200, South Street Bridge Replacement and Pedestrian Improvements, City of Rensselaer, Rensselaer County					
Marchiselli Allocations Approved FOR ALL PHASES <i>All totals will calculate automatically.</i>					
Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$0.00	\$0.00	\$0.00	\$ 0.00
<input checked="" type="checkbox"/>	Current SFY 20/21	\$5,400.00	\$0.00	\$0.00	\$5,400.00
Authorized Allocations to Date		\$5,400.00	\$ 0.00	\$ 0.00	\$5,400.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1761.75.121	Current	STBG LG URBAN	\$300,000.00	\$240,000.00	\$5,400.00	\$54,600.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$300,000.00	\$240,000.00	\$5,400.00	\$54,600.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
1761.75.121	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old	STBG LG URBAN	\$300,000.00	\$140,000.00	\$0.00	\$32,000.00
1761.75.221	Current	STBG LG URBAN	\$22,070.00	\$17,656.00	\$0.00	\$4,414.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$22,070.00	\$17,656.00	\$ 0.00	\$4,414.00

C. Local Deposit(s) from Section A:

\$ 0.00

Additional Local Deposit(s)

\$

Total Local Deposit(s)

\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$257,656.00	\$5,400.00	\$ 0.00	\$59,014.00	\$322,070.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)Name: Deborah LolikPhone No: 518-485-9410

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

NYSDOT/State-Local Agreement – Schedule A

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

This Supplemental Agreement #1 adds the ROW Incidental phase to the project.

This Supplemental Agreement #1 adds 20/21 approved Design Marchiselli funds. Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds. Additional Design funds and Row Incidental funds will be requested in the 21/22 annual request.

The Master agreement was for the Design Phase of the project. Preliminary Design = \$152,501.00/Detailed Design(AC:ed) = \$147,499.00.

Effective May 2015, per FHWA, we are only able to authorize preliminary design phases I-IV. The agreement however will be for I-VI. This allows for only one agreement and V and VI will be authorized with advanced construction funds. After Design approval and NEPA concurrence, we are able to ask for V and VI. IN SUMMATION: WE NOW HAVE TO GET FEDERAL AUTHORIZATION FOR DETAILED DESIGN SEPARATELY BEFORE INCURRING ANY COSTS. IF COSTS ARE INCURED THEY WILL NOT BE FEDERALLY ELIGIBLE.

Sponsor: City of Rensselaer
 PIN: 1761.75 BIN: 2202200
 Comptroller's Contract No. D040078
 Supplemental Agreement No. 1
 Date Prepared: 12/15/2020 By: ddl
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D040078 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

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

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

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

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
 - ☒ adding additional funding (*check and enter the # phase(s) as applicable*):
 - ☒ adding phase ROW Incidentals which covers eligible costs incurred on/after 1 / 1
 - ☐ adding phase _____ which covers eligible costs incurred on/after 1 / 1
 - ☐ increasing funding for a project phase(s)
 - ☒ adding a pin extension
 - ☒ change from Non-Marchiselli to Marchiselli – Design Phase
 - ☐ deleting/reducing funding for a project phase(s)
 - ☐ other (_____)

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

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

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

Sponsor: City of Rensselaer
 PIN: 1761.75 BIN: 2202200
 Comptroller's Contract No. D040078
 Supplemental Agreement No. 1
 Date Prepared: 12/15/2020 By: ddl
 Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF RENSSELAER

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

 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
 STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
 For Commissioner of Transportation

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

By: _____
 Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

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

Sponsor: City of Rensselaer
 PIN: 1761.75 BIN: 2202200
 Comptroller's Contract No. D040078
 Supplemental Agreement No. 1
 Date Prepared: 12/15/2020 By: ddl
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D040078 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

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

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

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

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
 - ☒ adding additional funding (*check and enter the # phase(s) as applicable*):
 - ☒ adding phase ROW Incidentals which covers eligible costs incurred on/after 1 / 1
 - ☐ adding phase _____ which covers eligible costs incurred on/after 1 / 1
 - ☐ increasing funding for a project phase(s)
 - ☒ adding a pin extension
 - ☒ change from Non-Marchiselli to Marchiselli – Design Phase
 - ☐ deleting/reducing funding for a project phase(s)
 - ☐ other (_____)

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

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

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

Sponsor: **City of Rensselaer**
 PIN: **1761.75** BIN: **2202200**
 Comptroller's Contract No. **D040078**
 Supplemental Agreement No. **1**
 Date Prepared: **12/15/2020** By: **ddl**
 Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **RENSSELAER**

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

 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
 For Commissioner of Transportation

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

By: _____
 Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

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

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task**Responsibility: NYSDOT Sponsor**

- | | | |
|---|--------------------------|-------------------------------------|
| 11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Conduct any required soils and other geological investigations. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. Prepare and execute any required agreements, including:
- Railroad force account
- Maintenance agreements for sidewalks, lighting, signals, betterments
- Betterment Agreements
- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

A2. Right-of-Way (ROW) Incidentals**Phase/Sub-phase/Task****Responsibility: NYSDOT Sponsor**

- | | | |
|--|--------------------------|-------------------------------------|
| 1. Prepare ARM or other mapping, showing preliminary taking lines. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. ROW mapping and any necessary ROW relocation plans. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Obtain abstracts of title and certify those having an interest in ROW to be acquired. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Secure Appraisals. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Perform Appraisal Review and establish an amount representing just compensation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Phase/Sub-phase/TaskResponsibility: **NYSDOT** **Sponsor**

- | | | |
|---|--------------------------|-------------------------------------|
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

B. Right-of-Way (ROW) Acquisition**Phase/Sub-phase/Task**Responsibility: **NYSDOT** **Sponsor**

- | | | |
|---|--------------------------|--------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities. | <input type="checkbox"/> | <input type="checkbox"/> |

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|--------------------------|--------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input type="checkbox"/> |



Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

PATRICK S. BARNES, P.E.
Regional Director

December 15, 2020

Ketura Vics
Director of Planning and Development
City Hall
62 Washington Street
Rensselaer, NY 12144

RE: PIN 1761.75 D040078, SA #1 Agreement and
Resolution, BIN 2202200, South Street Bridge
Replacement and Pedestrian Improvements, City of
Rensselaer, Rensselaer County

Dear Ms. Vics,

Enclosed is the proposed Supplemental Agreement #1 and Resolution required for the above subject project. These documents need to be enacted by the Common Council for NYSDOT to provide approved federal funding reimbursements to the City of Rensselaer for work to be accomplished on the Design and ROW Incidentals phases of your project.

Instructions

- (A) We have provided you with a single copy of the standardized Federal Local Agreement language, relevant Schedule A, and Schedule B. Please **keep** these documents for your records.
- (B) We have provided you with a single copy of a draft resolution. The City of Rensselaer should complete, enact and certify the resolution. You may redraft your own resolutions, but they must contain all the necessary clauses of the enclosed version. ***Please do not change the wording of the resolution in any way without checking with this office first. Remember the resolution must identify the source of the funding appropriation.*** Please return 3 (three) originals with the required certificates and raised seals. Also, as with the agreement, please keep an additional copy for your records as you will not get a copy of the resolution returned to you.
- (C) Because you are receiving this letter via email, we have provided you with 1 (one) copy of the necessary signature page. Please make 5 (five) copies & return all 5 (five) copies with original signatures, dated and notarized to this office with the above original resolutions. You will get a single original of this page returned to you once the contract is executed by the necessary State officials.

If you have any questions concerning the procedures, please call me at 518-485-1715.

Sincerely,

Lorenzo DiStefano, P.E.
Region One Regional Local Project Liaison
Program Development and Management

LD:ddl
Enc.

By Alderperson : _____ COUNCIL AS A WHOLE _____

Seconded by Alderperson : _____

#15

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

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

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

NOW, THEREFORE, the City Council duly convened does hereby

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

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

RESOLVED, that the sum of \$50,000.00 will be appropriated from the GENERAL FUND and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that the additional sum of \$368,739.00 will be appropriated from the GENERAL FUND and made available to cover the cost of participation in the above phases of the Project; and it is further

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

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

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

RESOLVED, this Resolution shall take effect immediately

Approved as to form and sufficiency
this _____ day of _____, 2021.

Corporation Counsel

Approved by:

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<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				

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

, the undersigned,

DO HEREBY CERTIFY that I have compared the above copy of a resolution adopted _____, 2021 with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

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

This _____ day of _____, 20__.

Clerk

15

Sponsor: City of RensselaerPIN: 1760.94 BIN: _____Comptroller's Contract No. D036290Supplemental Agreement No. 1Date Prepared: 10/28/2020 By: ddl

Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D036290 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

City of Rensselaer (the Sponsor)Acting by and through the Mayorwith its office at 62 Washington Street, Rensselaer, NY 12144.This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):☒ Amends a previously adopted Schedule A by (*check as applicable*):

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
 - ☒ adding additional funding (*check and enter the # phase(s) as applicable*):
 - ☒ adding phase Construction/CI which covers eligible costs incurred on/after 1 / 1
 - ☐ adding phase _____ which covers eligible costs incurred on/after 1 / 1
 - ☐ increasing funding for a project phase(s)
 - ☒ adding a pin extension
 - ☐ change from Non-Marchiselli to Marchiselli
 - ☐ deleting/reducing funding for a project phase(s)
 - ☐ other (_____)

☒ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)☒ Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019☐ Amends the text of the Agreement as follows (*insert text below*):

Sponsor: City of RensselaerPIN: 1760.94 BIN: _____Comptroller's Contract No. D036290Supplemental Agreement No. 1Date Prepared: 10/28/2020 By: ddl

Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF RENSSELAER

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

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

For Commissioner of Transportation

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

By: _____

Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____

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

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

OSC Municipal Contract #: <u>D036290</u>	Contract Start Date: <u>5/6/2019</u> (mm/dd/yyyy)	Contract End Date: <u>5/6/2023</u> (mm/dd/yyyy)	<input type="checkbox"/> Check, if date changed from the last Schedule A		
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 1					
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Rensselaer Other Municipality/Sponsor (if applicable): _____ <input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Municipality: <input type="checkbox"/> Municipality: <input type="checkbox"/> Municipality: </div> <div> % of Cost share % of Cost share % of Cost share </div> </div>					
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS					
Work Type: BIKE/PED./FACILITIES		County (If different from Municipality): Rensselaer			
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Check, if Project Description has changed from last Schedule A): <input type="checkbox"/>					
Project Description: PSAP - City of Rensselaer Pedestrian Improvements, City of Rensselaer, Rensselaer County					
Marchiselli Allocations Approved FOR All PHASES <i>All totals will calculate automatically.</i>					
Check box to Indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00 *	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
1760.94.121 122	Current	HSIP	\$50,000.00	\$50,000.00	\$0.00	\$0.00
	Old	HSIP	\$0.00	\$50,000.00	\$0.00	\$0.00
1760.94.321	Current	HSIP	\$368,739.00	\$368,739.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$418,739.00	\$418,739.00	\$ 0.00	\$ 0.00

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

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$418,739.00	\$ 0.00	\$ 0.00	\$ 0.00	\$418,739.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Deborah Lolik</u> Phone No: <u>518-485-9410</u>
--	---

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

NYSDOT/State-Local Agreement – Schedule A

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

This Supplemental Agreement #1 adds the Construction phase of the project and reflects Engineer's Estimate.
Construction = \$313,939.00, CI = \$54,800.00.

The Master Agreement was for the Design phase of the project. Preliminary Design = \$25,001.00,
Detailed Design = \$24,999.00.

This project is funded with HSIP funds at 100% Federal reimbursement and is
not Marchiselli eligible.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

October 2019

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.



Department of Transportation

ANDREW M. CUOMO
Governor

PATRICK S. BARNES, P.E.
Regional Director

October 28, 2020

Charles Moore.
Director of Planning and Development
City Hall
62 Washington Street
Rensselaer, NY 12144

RE: PIN 1760.94, D036290, Supplemental Agreement &
Resolution for PSAP City of Rensselaer Pedestrian
Improvements, City of Rensselaer, Rensselaer
County

Dear Mr. Moore,

Enclosed is the proposed Supplemental Agreement #1 and Resolution required for the above subject project. These documents need to be enacted by the City Council in order for NYSDOT to provide approved Federal funding reimbursements to the City of Rensselaer for work to be accomplished on the Construction phase of your project.

- (A) We have provided you with a single copy of the standardized Federal Local Agreement language, relevant Schedule A, and Schedule B. Please **keep** these documents for your records.
- (B) We have provided you with a single copy of a draft resolution. The Town Board of Moreau should complete, enact and certify the resolution. You may redraft your own resolutions, but they must contain all the necessary clauses of the enclosed version. ***Please do not change the wording of the resolution in any way without checking with this office first. Remember the resolution must identify the source of the funding appropriation.*** Please return 3 (three) originals with the required certificates and raised seals. Also, as with the agreement, please keep an additional copy for your records as you will not get a copy of the resolution returned to you.
- (C) Because you are receiving this letter via email, we have provided you with 1 (one) copy of the necessary signature page. Please make 5 (five) copies & return all 5 (five) copies with original signatures, dated and notarized to this office with the above original resolutions. You will get a single original of this page returned to you once the contract is executed by the necessary State officials.

If you have any questions concerning the procedures, please call me (518) 485-1715.

Sincerely,

A handwritten signature in black ink, appearing to read "Lorenzo DiStefano".

Lorenzo DiStefano, P.E.
Region One Regional Local Project Liaison
Program Development and Management

LD:ddl
Enc.

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task**Responsibility: NYSDOT Sponsor**

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|---|--------------------------|-------------------------------------|
| 11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Conduct any required soils and other geological investigations. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities; and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. Prepare and execute any required agreements, including:
- Railroad force account
- Maintenance agreements for sidewalks, lighting, signals, betterments
- Betterment Agreements
- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

A2. Right-of-Way (ROW) Incidentals**Phase/Sub-phase/Task****Responsibility: NYSDOT Sponsor**

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|--|--------------------------|--------------------------|
| 1. Prepare ARM or other mapping, showing preliminary taking lines. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. ROW mapping and any necessary ROW relocation plans. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Obtain abstracts of title and certify those having an interest in ROW to be acquired. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Secure Appraisals. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Perform Appraisal Review and establish an amount representing just compensation. | <input type="checkbox"/> | <input type="checkbox"/> |

Phase/Sub-phase/TaskResponsibility: **NYSDOT** **Sponsor**

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|---|--------------------------|--------------------------|
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings. | <input type="checkbox"/> | <input type="checkbox"/> |

B. Right-of-Way (ROW) Acquisition**Phase/Sub-phase/Task**Responsibility: **NYSDOT** **Sponsor**

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|---|--------------------------|--------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities. | <input type="checkbox"/> | <input type="checkbox"/> |

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|--------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

#16

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson :

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

WHEREAS, a Project for the Third Avenue from Bridge to City/Town Line Pavement Rehabilitation and Bike-Ped Improvements, City of Rensselaer, Rensselaer County, PIN 1761.65 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % Federal funds and 20 % non-federal funds; and

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

NOW, THEREFORE, City Council duly convened does hereby

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

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

RESOLVED, that the sum of **\$80,000.00** will be appropriated from GENERAL FUND and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that the additional sum of **\$389,954.00** will be appropriated from the GENERAL FUND and made available to cover the cost of participation in the above phase of the Project; and it is further

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

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

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

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<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
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this ____ day of _____, 2021.

Corporation Counsel

Approved by:

Mayor

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

, the undersigned,

DO HEREBY CERTIFY that I have compared the above copy of a resolution adopted _____, 20__ with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said _____
This _____ day of _____, 20__.

Clerk

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 1761.65

OSC Municipal Contract #: <u>D040079</u>		Contract Start Date: <u>1/29/2020</u> (mm/dd/yyyy)		Contract End Date: <u>8/31/2028</u> (mm/dd/yyyy)	
<input type="checkbox"/> Check, if date changed from the last Schedule A					
Purpose:		<input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 1			
Agreement Type:		<input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Rensselaer Other Municipality/Sponsor (if applicable): <input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share			
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS					
Work Type: HWY REHAB		County (If different from Municipality): Rensselaer			
Marchiselli Eligible <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check, if Project Description has changed from last Schedule A): <input type="checkbox"/>					
Project Description: Third Avenue from Bridge to City/Town Line Pavement Rehab and Bike/Ped Improvements, City of Rensselaer, Rensselaer County					
Marchiselli Allocations Approved FOR ALL PHASES <i>All totals will calculate automatically.</i>					
Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$14,000.00	\$0.00	\$0.00	\$14,000.00
<input type="checkbox"/>	Current SFY	\$0.00	\$0.00	\$0.00	\$0.00
Authorized Allocations to Date		\$14,400.00	\$ 0.00	\$ 0.00	\$14,400.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1761.65.121	Current	STP	\$80,000.00	\$64,000.00	\$12,000.00	\$4,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$80,000.00	\$64,000.00	\$12,000.00	\$4,000.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
1761.65.121	Current	STP	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$0.00	\$64,000.00	\$0.00	\$16,000.00
1761.65.321	Current	STP	\$389,954.00	\$311,963.00	\$0.00	\$77,991.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$389,954.00	\$311,963.00	\$ 0.00	\$77,991.00

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

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$375,963.00	\$12,000.00	\$ 0.00	\$81,991.00	\$469,954.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Bryan Cross</u> Phone No: <u>518-417-6595</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

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

This Supplemental Agreement #1 adds the Construction phase to the Project and represents Engineer's Estimate. Construction = \$336,000.00, CI = \$53,954.00.

This Supplemental Agreement #1 adds approved 20/21 approved Marchiselli funds to the Design phase of the project.

Construction Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.

The Master Agreement was for the Design Phase of the project. Preliminary Design = \$54,001.00, Detailed Design = \$25,999.00.

Sponsor: City of Rensselaer
 PIN: 1761.65 BIN: _____
 Comptroller's Contract No. D040079
 Supplemental Agreement No. 1
 Date Prepared: 4/1/2021 By: BC
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D040079 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

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

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

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

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
 - ☒ adding additional funding (*check and enter the # phase(s) as applicable*):
 - ☒ adding phase C/C which covers eligible costs incurred on/after 1 1
 - ☐ adding phase _____ which covers eligible costs incurred on/after 1 1
 - ☐ increasing funding for a project phase(s)
 - ☒ adding a pin extension
 - ☒ change from Non-Marchiselli to Marchiselli
 - ☐ deleting/reducing funding for a project phase(s)
 - ☐ other (_____)

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

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

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

Sponsor: City of RensselaerPIN: 1761.65 BIN: _____Comptroller's Contract No. D040079Supplemental Agreement No. 1Date Prepared: 4/1/2021 By: BC

Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF Rensselaer

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

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:

STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

For Commissioner of Transportation

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

By: _____

Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____

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

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/TaskResponsibility: **NYSDOT** **Sponsor**

- | | | |
|---|--------------------------|--------------------------|
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings. | <input type="checkbox"/> | <input type="checkbox"/> |

B. Right-of-Way (ROW) Acquisition**Phase/Sub-phase/Task**Responsibility: **NYSDOT** **Sponsor**

- | | | |
|---|--------------------------|--------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities. | <input type="checkbox"/> | <input type="checkbox"/> |

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. ☐ ☒
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. ☐ ☒

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/TaskResponsibility: **NYSDOT** **Sponsor**

- | | | |
|---|--------------------------|--------------------------|
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings. | <input type="checkbox"/> | <input type="checkbox"/> |

B. Right-of-Way (ROW) Acquisition**Phase/Sub-phase/Task**Responsibility: **NYSDOT** **Sponsor**

- | | | |
|---|--------------------------|--------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities. | <input type="checkbox"/> | <input type="checkbox"/> |

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. ☐ ☒
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. ☐ ☒

H/7

**A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR
ADMINISTRATIVE SERVICES'S OFFICE - COMPTROLLER**

Sponsored by: COUNCIL AS A WHOLE

Aldersperson(s): _____

WHEREAS, the City of Rensselaer is desirous of making a budget transfers of \$745.62 in budget lines as listed below, and such transfer having been approved by the City Comptroller to pay for the August vision insurance premiums due to Empire BlueCross since there is currently insufficient funds in benefits. The rates increased after the budget was adopted so there were not enough funds.

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

FROM:

Account No.	Description	Amount
A.1430.7440	Contractual	<u>\$745.62</u>
	TOTAL	\$745.62
 A.9000.7804	 Hospital & Medical	 <u>\$745.62</u>
	TOTAL	\$745.62

Approved as to form and sufficiency
This _____ day of July, 2021

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<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	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Result				

Corporation Counsel

Mayor

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If you use our Employer self service website, enjoy the convenience of paying online using your checking or savings account. No checks to write; no postage to pay; no charge for online payments. To get started, visit the Pay Online Now function available in the Billing section of the website.

If you choose to mail your payment, please include this coupon with your payment.

-----Please Return this Page With Your Check-----

CITY OF RENSSELAER
62 WASHINGTON ST
RENSSELAER, NY 12144

NY Bill Ent No.: 808803001V
Invoice Number: 001289996H
Billing Period: 08/01/2021 To 09/01/2021
Date Billed: 07/18/2021
Total Due \$1,523.04
Enter Amount Paid \$ 745.62

Make Check Payable to: Empire BlueCross
P.O. BOX 645438
CINCINNATI, OH 45264-5438

SYS	DESK	BILL ENTITY	MBS NUMBER	Due Date	
2	N020	808803001V		08/01/2021	6454

Empire BlueCross
P.O. BOX 645438
CINCINNATI, OH 45264-5438



An Anthem Company

Billing Entity Number:	808803001V	Invoice #:	001289996H
Billing Entity Name:	CITY OF RENSSELAER	Billing Period:	08/01/2021 - 09/01/2021
Group Contact:	RICHARDSON, MICHELLE	Date Billed:	07/18/2021
Premium Specialist:	GROUP, GENRAL LARGE	Payment Due Date:	08/01/2021
Desk Number:	N020	Invoice Status:	OPEN
Telephone Number:	(631) 577-4624		

Bill Summary

Prior Bill Amount:	\$777.42
Amount Paid:	\$0.00
Amt Transferred Out:	\$0.00
Amt Transferred In:	\$0.00
Returned by Bank:	\$0.00
Refund:	\$0.00
Write Offs:	\$0.00
Cash Correction+Backouts:	\$0.00
Reverse Refund:	\$0.00
Reverse Write-Off Amount:	\$0.00
NSF Reverse Refund Amount:	\$0.00
Prior Balance Due:	\$777.42
Eligibility Adjustment Subtotal:	-\$5.34
Manual Adjustment Subtotal:	\$0.00
Membership Detail Subtotal:	\$750.96
Miscellaneous Items	\$0.00
Total Amount Due:	\$1,523.04

NOTICE: As required by Labor Law, Section 217, Insurance Law, Section 4235 and Codes, Rules and Regulations of the State of New York, Title 11, Insurance, Section 55.2, Empire HealthChoice Assurance, Inc. hereby advises you of certain rights and obligations set forth in these sections.

A. All covered members, subscribers and their covered dependents shall be afforded the following rights under the terminating policy: 1. Any claims incurred during the effective dates of the group contract will be processed and adjudicated in accordance with the terms, conditions and provisions of said group contract. 2. Additional benefits beyond the termination date of the contract may be available under the termination contract for conditions which result in a total disability, pursuant to the terms, conditions and provisions of the terminating group contract. 3. Rights to convert to a direct pay contract between Empire HealthChoice Assurance, Inc. and the covered member, subscriber or certificate holder, providing for coverage which is currently offered a direct pay basis, may be available provided the group does not obtain replacement coverage.

B. Further, as required by the provisions cited above, you, as the policyholder, may be required to meet the following obligations: 1. The policyholder, must give written notice of the intended termination to each certificate holder resident in New York State insured under this group policy by hand-delivering or mailing to the certificate holder a copy of the notice of termination and covering letter advising the certificate holders of the intended termination. 2. The policyholder's notice to the certificate holder shall be either: a) hand-delivered by the policyholder to the certificate holder at the certificate holder's place of employment (e.g. by including the notice in the certificate holder's pay envelope) at least nine days prior to intended date of termination; or: b) mailed by the policyholder to each certificate holder at the certificate holder's last known residential address at least nine days prior to the intended date of termination. 3. The policyholder must also post a copy of this notice of intent to terminate and the required covering letter in conspicuous locations chosen as most likely to give notice to the certificate holders. The notice shall be posted at least nine days prior to the intended date of termination. 4. In accordance with the provisions of Labor Law, Section 217 (4), the provisions of the Codes, Rules and Regulations of the State of New York, Title 11, Insurance Section 55.2 and Labor Law, Section 217 (3) shall not be deemed to apply if, at least 10 days prior to the date of the intended termination, as specified in the notice of intent to terminate, the policyholder has: a) taken necessary steps whereby the intended termination is rendered null and void; or: b) contracted with another insurer to replace the existing insurer for the providing of similar coverage for the same certificate holders, and filed an affidavit with the Commissioner of Labor and Superintendent of Insurance to that effect. Affidavits filed with the Commissioner of Labor shall refer to Labor Law, Section 217, and be addressed to: *Director of Labor Standards-Department of Labor-Agency Building 12, State Office Building Campus-Albany, New York, 12240.* Affidavits filed with the Superintendent of Insurance shall refer to Labor Law, Section 217 and the Codes, Rules and Regulations of the State of New York, Title 11, Insurance, Section 55.2 Part, and shall be addressed to: *Chief, Health and Life Policy Bureau New York State Insurance Department-Agency Building 1-Albany, New York 12223.*

IMPORTANT NOTICES

Full payment of this invoice is required in order to avoid termination of your coverage: If you have any individual adjustments that require processing, please use the Employer Access tool to submit those changes. **DO NOT** increase/reduce your payment of this invoice on the basis of the adjustments detailed on the worksheet. Any credits allowed or additional charges due will be reflected on your next invoice, provided that the required documentation is received.

Full payment of this invoice is due upon receipt. Please pay promptly, as no reminder notice will be sent. If payment is not received within the 30 day grace period, your coverage will automatically be cancelled as of the date to which premiums have been paid. You may also be held financially responsible for the reimbursement of claims paid beyond the premium paid to date, as well as for any associated expenses incurred in processing such claims.

To ensure proper crediting of your payment, you must mail your remittance to the address appearing on the face of this invoice. Sending payment to any other address may delay processing and cause your coverage to be terminated. Terminated individuals do not automatically receive a conversion to individual coverage. They must apply for Individual coverage.

In the event it becomes necessary for you to remit a replacement check due to return of prior payment for insufficient funds, this payment must be made by certified check or money order along with a \$25.00 service charge.

The effective date of removal of a terminated individual and the associated retroactive payment credit will be allowed for a period of no greater than 60 days from the date we receive the request.

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

**A RESOLUTION TO APPROVE SEQRA DETERMINATION BY THE CITY OF
RENSSELAER**

WHEREAS, the City of Rensselaer is required to make a SEQRA determination for the project/matter referenced in the attachment hereto; and

WHEREAS, a careful and complete review of such project/matter has been made by the Common Council of the City of Rensselaer; and

WHEREAS, the attached SEQRA Determination is appropriate for approval and adoption;

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council has determined that this Project is an unlisted action pursuant to the requirements of the NYS Environmental Quality Review Act (SEQRA);

BE IT FURTHER RESOLVED, that the Common Council is an involved agency pursuant to SEQRA for the review of this unlisted action, and that the Common Council hereby determines that a coordinated review of lead agency status is not required by the SEQRA regulations, and that the Common Council further declares itself to be the lead agency for the review of this unlisted action;

BE IT FURTHER RESOLVED, that the Common Council as lead agency hereby approves the Short Environmental Assessment Forms Parts 1 through 3 and determines that the project will not result in any significant adverse environmental impacts and that no environmental impact statement will be required for this project.

BE IT FURTHER RESOLVED, that the applicable City of Rensselaer staff are directed to file the SEQRA documents and this resolution as required by the SEQRA regulations.

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this _____ day of July, 2021.

Corporation Counsel

Approved by:

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Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Wastewater Infrastructure Engineering Planning Grants			
Project Location (describe, and attach a location map): City of Rensselaer			
Brief Description of Proposed Action: Perform an engineering study to evaluate the elimination of CSO's			
Name of Applicant or Sponsor: City of Rensselaer		Telephone: (518) 694-3968	
		E-Mail: blll.smart@rensselaer.ny.gov	
Address: 62 Washington Street			
City/PO: Rensselaer		State: NY	Zip Code: 12144
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ n/a acres			
b. Total acreage to be physically disturbed? _____ n/a acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ n/a acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input checked="" type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ N/a	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ n/a	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Hudson River - no impacts _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>William Smart</u> Date: <u>7/1/21</u> Signature: <u>[Signature]</u> Title: <u>City Engineer</u>		

**A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR
MAYOR'S OFFICE - COMPTROLLER**

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Sponsored by: COUNCIL AS A WHOLE

Aldersperson(s): _____

WHEREAS, the City of Rensselaer is desirous of making a budget transfers of \$218.75 in budget lines as listed below, and such transfer having been approved by the City Comptroller to pay for the attorney services for Daniel Vincelette P.C. since there is currently insufficient funds in contractual services. In the 2020-21 budget not enough funds were budgeted for. In addition, there were additional legal fees generated from some of our newer staff researching procedures and processes. We are utilizing surplus funds from the Historian.

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

FROM:

Account No.	Description	Amount
A.7550.7401	Memorial Day Parade	<u>\$215.75</u>
	TOTAL	\$218.75
 A.1420.7440	 Contractual	 <u>\$218.75</u>
	TOTAL	\$218.75

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<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
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
This__day of July, 2021

Corporation Counsel

Approved by:

Mayor

#20

By Alderperson:

COUNCIL AS A WHOLE

Seconded by Alderperson:

**RESOLUTION AUTHORIZING EXTENSION OF BUILDING PERMITS
ISSUED DURING DECLARED CITY STATE OF EMERGENCY –
BUILDING DEPARTMENT**

WHEREAS, Pursuant to the powers granted to the City of Rensselaer during Declared States of Emergency, and in the spirit of Senate Bill 8236 – A and Assembly Bill 10409 – A, due to the COVID Crisis, it appears appropriate and equitable to extend all Building Permits issued by the City of Rensselaer before September 1, 2020, for 120 days beyond the stated expiration date; and

WHEREAS, This Resolution has been recommended by the City of Rensselaer Building Department;

NOW, THEREFORE BE IT RESOLVED, that on behalf of the City of Rensselaer, all Building Permits issued before September 1, 2020, and still in full force and effect as of this time, are hereby extended for 120 days beyond the stated expiration date.

Approved as to form and sufficiency
this day of July, 2021

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<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
Margaret Van Dyke	<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

Approved by:

Mayor

#21

By Alderperson:

COUNCIL AS A WHOLE

Seconded by Alderperson: _____

RESOLUTION

AUTHORIZING THE CITY TO ACCEPT A WASTEWATER INFRASTRUCTURE ENGINEERING PLANNING GRANT FROM THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (EFC) AND FOR THE CITY TO PROVIDE THE REQUIRED 20 PERCENT MATCH TO THE REQUESTED GRANT FUNDS AND DESIGNATION OF AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT AGREEMENT

WHEREAS, the City of Rensselaer (the "City") is proposing to conduct a wastewater infrastructure engineering planning study in the City of Rensselaer, Rensselaer County, New York (the "Project") at an estimated project cost of \$30,000.00; and

WHEREAS, per the requirements of the grant program as administered by the Environmental Facilities Corporation (EFC), the City of Rensselaer will provide a 20 percent local match from a combination of the Engineering Budget (Account line 1440) and the Contractual Services Budget (account line 7440) for a total of \$6,000.00; and

WHEREAS, the EFC requires the designation of an authorized representative to provide for the execution of supporting and ancillary agreements and documents required under the Grant Program;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council hereby authorizes the City to accept NYSEFC Grant funding and authorizes the City to provide the required 20 percent match to requested funds from a combination of City Accounts as set forth above and that the City Engineer of the City of Rensselaer is authorized to execute the grant agreement and any and all other contracts, documents, and instruments necessary to bring about the project and to fulfill the City of Rensselaer's obligations under the grant agreement with the NYS Environmental Facilities Corporation.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<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
James Casey	<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
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this day of July, 2021

Corporation Counsel

Approved by:

Mayor