

**CITY OF RENSSELAER
COMMON COUNCIL MEETING
WEDNESDAY EVENING
REGULAR MEETING
MARCH 4, 2020**

THE COUNCIL CONVENEED AT 7:19 P.M. AND WAS CALLED TO ORDER BY PRESIDENT DEFRANCESCO.

THE ROLL BEING CALLED, THE FOLLOWING ANSWERED TO THEIR NAMES:

PRESIDENT DEFRANCESCO

ALDERPERSON: GARDNER
LEAHEY
CASEY
ENDRES
VANDYKE

EXCUSED: VAN VORST

CITY OFFICIALS IN ATTENDANCE:

ALDERPERSON GARDNER MOVED THAT THE MINUTES BE ADOPTED AS PRINTED, SUBJECT TO CORRECTIONS, SECONDED BY ALDERPERSON ENDRES. PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED.

COMMUNICATIONS: NONE

COMMUNICATIONS FROM DEPARTMENT HEADS: NONE

CITY CLERK, NANCY E. HARDT REPORTS THAT THE MAYOR HAS APPROVED ALL RESOLUTIONS PASSED AT THE LAST COUNCIL MEETING.

PRESENTATION OF ACCOUNTS:

ALDERPERSON GARDNER MADE A MOTION TO WAIVE THE READING OF THE BILLS AND PAYROLL, SECONDED BY ALDERPERSON CASEY.

VOTES TO WAIVE THE READING OF BILLS

AYES: GARDNER, LEAHEY, CASEY, ENDRES VAN DYKE, AND DEFRANCESCO.

NOES:

ABSENT: VAN VORST

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED

**CITY OF RENSSELAER
COMMON COUNCIL MEETING
WEDNESDAY EVENING
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MARCH 4, 2020**

ALDERPERSON GARDNER MADE A MOTION TO ACCEPT THE BILLS AND PAYROLL AS PRINTED SUBJECT TO CORRECTION, SECONDED BY ALDERPERSON VAN DYKE.

VOTES TO ACCEPT THE BILLS AND PAYROLL:

AYES: GARDNER, LEAHEY, CASEY, ENDRES VAN DYKE, AND DEFRANCESCO.

NOES:

ABSENT: VAN VORST

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED

COMMITTEE & WARD REPORTS:

WARD 4, ALDERPERSON CASEY: STATED THAT FOR THE RECORD HE BELIEVES THAT OUR CITY IS THE SAFEST IN THE CAPITAL DISTRICT DUE TO OUR POLICE DEPARTMENT; OUR POLICE CHIEF FOLLOWS HIS BUDGET VERY CLOSELY AND IS VERY WELL AWARE OF HIS OVERTIME EACH WEEK AND IS VERY DILIGENT IN WATCHING HIS SPENDING.

BIDS: NONE

CLAIMS: NONE

PETITIONS: NONE

RESOLUTIONS:

RESOLUTION NUMBER 4 WAS AMENDED:

ALDERPERSON LEAHEY MADE A MOTION TO AMEND RESOLUTION TO CHANGE THE DOLLAR FIGURE OF \$15,000.00 (FIFTEEN THOUSAND DOLLARS) TO \$15,500.00 (FIFTEEN THOUSAND AND FIVE HUNDRED DOLLARS) WHEREVER \$15,000.00 APPEARS ON THE RESOLUTION. ALDERPERSON GARDNER SECONDED THE MOTION.

VOTES TO AMEND THE RESOLUTION:

AYES: GARDNER, LEAHEY, CASEY, ENDRES, VAN DYKE AND DEFRANCESCO.

NOES:

ABSENT: VAN VORST

**CITY OF RENSSELAER
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RESOLUTION NUMBER 5 WAS TABLED:

ALDERPERSON VAN DYKE MADE A MOTION TO TABLE RESOLUTION NUMBER 5 AND ALDERPERSON LEAHEY SECONDED THE MOTION.

VOTES ON THE MOTION TO TABLE RESOLUTION NUMBER ONE:

AYES: GARDNER, LEAHEY, ENDRES, VAN DYKE AND DEFRANCESCO.

NOES: CASEY

ABSENT: VAN VORST

A MOTION WAS MADE BY ALDERPERSON CASEY TO ADJOURN AT 7:27 P. M. AND SECONDED BY ALDERPERSON LEAHEY.

VOTES TO ADJOURN:

AYES: GARDNER, LEAHEY, CASEY, ENDRES, VAN DYKE AND DEFRANCESCO.

NOES:

ABSENT: VAN VORST

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED.

NEXT MEETING: MARCH 18, 2020

CITY OF RENSSELAER, COMMON COUNCIL MEETING

March 4, 2020

Aldersperson moved that all bills and payrolls be referred to the Auditing Committee. The City Clerk reports that the bills and payrolls amounted to:

BILLS ENCUMBERED THROUGH:	February 19th, 2020	March 4, 2020
General Fund		
Water Fund		
Solid Waste Fund		
Sewer Fund		
Library Fund		
Capital Fund		
Community Development Fund		
Total	<u>\$0.00</u>	<u>\$0.00</u>

PAYROLL DATES: February 7th, 2020 February 21st, 2020

Departments:

- Common Council Payroll
- General Fund Admin. Payroll
- Library Payroll
- Public Works Payroll
- Public Works Clothing
- Public Works Overtime
- Water Department Payroll
- Water Department Overtime
- Solid Waste Payroll
- Solid waste Overtime
- Sewer Payroll
- Sewer Overtime
- Fire Department Payroll
- Fire Department Overtime
- Fire Department Kelly Days
- Fire Department Longevity
- Fire Department EMT
- Fire Department Vacation Buy Back
- Police Department Payroll
- Police Department Overtime
- Police Department Longevity
- Police Department Vacation Buy Back
- Health Ins. Opt out
- Gen/Lib/SS/Med.
- Water/SS/Med.
- Solid Waste/SS/Med.
- Sewer/SS/Med.

TOTAL	<u>\$0.00</u>	<u>\$0.00</u>
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I hereby certify that the above claims are were duly audited and ordered paid at a meeting of the Common Council held on this date: March 4, 2020

TO THE TREASURER OF THE CITY OF RENSSELAER, NY:

Pay to the claimants named herein the amounts of the claims set opposite their respective names, and charge to the funds specified, and this shall be your warrant.



NANCY E. HARDT
City Clerk

CITY OF RENSSELAER

OFFICE OF
THE CITY CLERK

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144

(518) 462-4266
Fax: (518) 462-0890

AGENDA FOR THE COMMON COUNCIL MEETING MARCH 4, 2020

1. A RESOLUTION APPROVING CHANGE OF REAL PROPERTY TAX GRIEVANCE DATE - OFFICE OF THE ASSESSOR
2. A RESOLUTION TO APPROVE EASEMENT AND ENCROACHMENT AGREEMENT WITH ST. PAUL'S CENTER, INC. AS TO FORM AND SCHEDULING A PUBLIC HEARING THERON
3. A RESOLUTION APPROVING ISSUANCE OF REQUEST FOR PROPOSALS FOR ON-CALL EMERGENCY REPAIR SERVICES- RENSSELAER DEPARTMENT OF PUBLIC WORKS, WATER AND SEWER
4. A RESOLUTION AMENDING THE 2019-2020 BUDGET AND AUTHORIZING A TRANSFER
5. RESOLUTION DECLARING PROJECTS IN DEFAULT AND AUTHORIZING CLAIM AGAINST SURETY BONDS

Tabled

Aldersperson VanDyke Made a Motion to table Resolution #5
 Aldersperson Leahey Made A Motion 2 Second
 MS VanDykes Motion.
 Votes!

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	5 Aye	1 No	Abstain	1 Absent
Result	PASSED			

By Alderperson : Council as a Whole

#1

Seconded by Alderperson : _____

**A RESOLUTION APPROVING CHANGE OF REAL PROPERTY TAX
GRIEVANCE DATE - OFFICE OF THE ASSESSOR**

WHEREAS, the Common Council of the City of Rensselaer has been advised that the City of Rensselaer Assessor is already scheduled to oversee grievances in a separate municipality where she also serves as Assessor on Tuesday, May 26, 2020, the current date scheduled to hear grievances in the City of Rensselaer, therefore requiring that a new date be set for grievances to be heard in the City of Rensselaer, and

WHEREAS, the Common Council of the City of Rensselaer is further advised that pursuant to the Laws of the State of New York that where a shared services situation exists concerning an assessor, a municipality can adopt a different Grievance Day on any date between the fourth Tuesday in May and the second Tuesday in June, and the Assessor for the City having advised the Common Council that she is available to oversee grievances on Wednesday, May 27, 2020, from 4:00 p.m. to 8:00 p.m., and good cause appearing therefore,

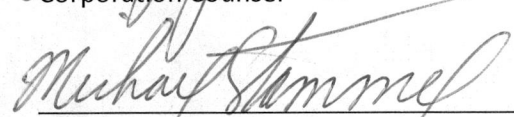
NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby approves the rescheduling of Grievance Day from Tuesday, May 26, 2020, to Wednesday, May 27, 2020, from 4:00 p.m. to 8:00 p.m. at City Hall, 62 Washington Street, Rensselaer, New York 12144.

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	6 Aye	0 No	0 Abstain	1 Absent
Result	PASSED			

Approved as to form and sufficiency
this 5th day of March, 2020



Corporation Counsel



Mayor

By Alderperson : Council as a whole

#2

Seconded by Alderperson : _____

A RESOLUTION TO APPROVE EASEMENT AND ENCROACHMENT AGREEMENT WITH ST. PAUL'S CENTER, INC. AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON

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

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

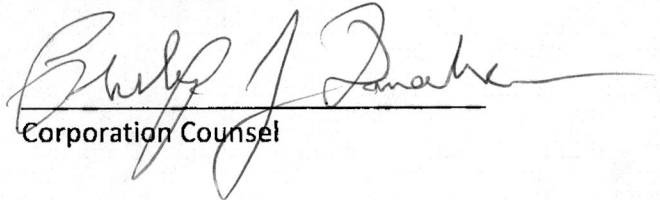
WHEREAS, such proposed Easement and Encroachment Agreement appears appropriate as to form and it appearing appropriate for a Public Hearing to be scheduled so as to consider public comments on such proposed Easement and Encroachment Agreement,

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

BE IT FURTHER RESOLVED, that a Public Hearing will be held at 6:30pm on March 18th, 2020, 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 as to substance of the proposed Easement and Encroachment Agreement, and

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

Approved as to form and sufficiency
this 5th day of March, 2020


Corporation Counsel

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	6 Aye	0 No	0 Abstain	1 Absent
Result	PASSED			

Mayor



Charles E. Moore, AICP
Planning Director

CITY OF RENSSELAER
PLANNING AND DEVELOPMENT AGENCY
BUILDING & ZONING

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



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

May 14, 2019

Tracy Pitcher
947 3rd Street
Rensselaer, NY 12144

RE: Site Plan Approval 212-214 Washington Avenue

Dear Ms Pitcher:

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

- Requirement to meet 100% of parking required by zoning has been waved in favor of "banked" parking with the understanding that if the community expresses need for additional parking, the St. Paul's Center will provide it.*
- Mutual easements are filed with the City Clerk before construction of a shared driveway.*
- A licensing agreement is filed with the City Clerk before encroaching onto city right of way.*
- Apply for all necessary building permits and submit for approval to Building and Zoning Administrator, Jeanna Fritz.*
- Apply for a Certificate of Occupancy and submit for approval to Building and Zoning Administrator, Jeanna Fritz.*
- Be in full compliance with all state and city building codes and flood control requirement.*

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

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

Sincerely,

Ketura Vics
Assistant Director of Planning

cc: Jeanna Fritz, Building and Zoning Administrator

EASEMENT/ENCROACHMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

SUBJECT to all rights, easements, covenants and restrictions.

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

The rights granted herein are subject to the following provisions:

GRANT SUBORDINAT TO PRIOR RIGHTS

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

COMPLIANCE WITH APPLICABLE LAWS

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

GRANTOR'S PARAMOUNT RIGHTS

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

WORK

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

INDEMNIFICATION

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY OF RENSSELAER

By: _____
Michael Stammel
Mayor

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

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

NOTARY PUBLIC

ST. PAUL'S CENTER, INC.

By: _____
Tracy J. Pitcher
Executive Director

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

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

NOTARY PUBLIC



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

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



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

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

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

Recording:

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

Sub Total: 324.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 324.00

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

***** Transfer Tax *****
Transfer Tax #: 1254
Transfer Tax
Consideration: 0.00

Total: 0.00

Record and Return To:

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

WARNING***

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

Frank Merola
Rensselaer County Clerk

5
Kens

133.71-4-6 3 7

Instr # 2019-559636
Bk 8993 Pg: 62

Boundary Line/Lot Line Adjustment Agreement

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

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

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

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

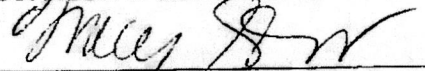
WHEREAS, it is the intention of the St. Paul's Center, Inc. to adjust the boundary line between the respective parcels in accordance with that certain Survey entitled "Proposed Boundary-Line Adjustment Between Lands of St. Paul's Center, Inc., #212-214 Washington Avenue – Rensselaer, N.Y." made by Frederick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

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

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

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

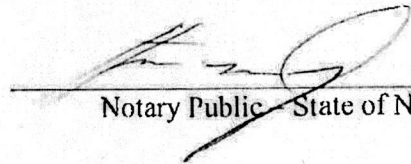
ST. PAUL'S CENER, INC.


By: Tracy J. Pitcher, Executive Director

STATE OF NEW YORK
COUNTY OF ALBANY

}
} ss.:

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



Notary Public State of New York

Kenneth M. Schwartz
Notary Public, State of New York
Qualified in Albany County
Commission Expires April 30, 2022
4827450

EXHIBIT A
(Parcel 1 Legal Description)

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

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

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

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

EXHIBIT B
(Parcel 2 legal description)

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

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

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

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

*R.P. Schuchetti: Abbott, PLLC
Attn: Kenneth M. Schuchetti, Esq.
200 Troy Schuchetti Rd.
Latham, NY 12110*



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

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



Recording:

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

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

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

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

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

Record and Return To:

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

WARNING***

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

Frank Merola
Rensselaer County Clerk

1

133.71-4-6 § 7

Instr # 2019-559635
Bk 8993 Pg: 55

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

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

RECITATIONS

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

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

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

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

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

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

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

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

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

LIMITATIONS OF EASEMENTS

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

SERVICE, MAINTENANCE, ALLOCATION OF COSTS

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

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

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

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

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

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

MISCELLANEOUS

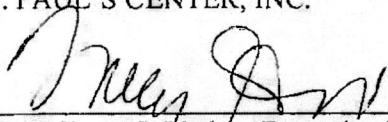
INSURANCE: Each party, their successors and/or assigns, shall supply to the other a certificate of insurance, naming the other as additional insured.

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

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

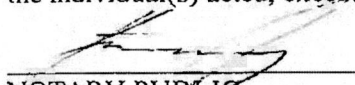
COVENANT RUNNING WITH THE LAND: The easements granted or reserved shall be perpetual and appurtenant and shall run with the land and continue to burden the Parcels. This Agreement shall create privity of contract and estate with and among all grantees of any part of any Parcels, their successors and/or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

ST. PAUL'S CENTER, INC.


BY: Tracy J. Pitcher, Executive Director

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

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


NOTARY PUBLIC

Kenneth M. Schwartz
Notary Public, State of New York
Qualified in Albany County
Commission Expires April 30, 2022
4827449

SCHEDULE A

(Description of Shared Driveway and Cross Parking Easement Area)

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

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

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

R/R: Scicchetti & Abbott, PLLC
Attn: Kenneth M. Schwartz, Esq.
800 Troy Schenectady Rd.
Lithium, NY 12116

By Alderperson

:

Council As a whole # 3

Seconded by Alderperson

:

**A RESOLUTION APPROVING ISSUANCE OF REQUEST FOR PROPOSALS FOR ON-
CALL EMERGENCY REPAIR SERVICES – RENSSELAER DEPARTMENTS OF PUBLIC
WORKS, WATER AND SEWER**


WHEREAS, The Common Council of the City of Rensselaer believes issuance of a request for proposals for on-call emergency repair services to assist and benefit the City of Rensselaer Departments of Public Works, Water and Sewer would be a prudent course of action in preparation of any unanticipated emergencies involving the City of Rensselaer Departments of Public Works, Water and Sewer, and

WHEREAS, the Common Council of the City of Rensselaer has carefully reviewed the attached Request For Proposal and hereby approves same as to general form, and good cause appearing therefore,

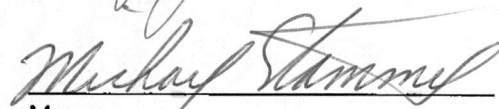
NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby approves the issuance of the attached Request For Proposal pursuant to the terms and conditions stated therein, with any proposals submitted to be reviewed hereafter for acceptance by this Legislative Body.

Approved as to form and sufficiency

this 5th day of March, 2020



Corporation Counsel



Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	(0) Aye	(0) No	(0) Abstain	(1) Absent
Result	PASSED			



Request for Proposal (RFP)- DPW 2020-01

**On-Call Emergency Repair Services for Department of
Public Works, Water and Sewer Departments**

RFP ID: DPW 2020-01

Prepared By: William Smart, City Engineer

January 31, 2020

NOTICE TO BIDDERS

RFP ID: DPW 2020-01

SUBMISSION DEADLINE: March 20, 2020 2:00 PM

QUESTION SUBMISSION DEADLINE: March 18, 2020 12:00 PM

The City of Rensselaer is requesting proposals from qualified construction contractors to provide emergency back-up construction repair services for roadways, water, sanitary sewer, and storm drainage infrastructure failures. The selected contractor must be able to respond to the emergency within 1 Hour of notification. The city invites proposals from qualified contractors for the provision of emergency response and infrastructure construction services on a 24 hour basis including weekends and holidays. The selected contractor must adhere to all NYS and Federal prevailing wage labor laws. The City wishes to enter into a one (1) year agreement with a qualified contractor for emergency response and construction services. At the end of the first one (1) year term, the City reserves the right to extend the first term by an additional one (1) year term.

The purpose of this Request for Proposal (RFP) is to solicit proposals from contractors qualified to provide the above noted construction services. The City intends to select a contractor who, in the opinion of the Department of Public Works and City Engineer, best meet the purpose and mission of this RFP. From this RFP, a list of preferred contractors will be generated. This RFP does not preclude the City from hiring any contractor on the preferred list of Contractors, at any time, during the course of this contract.

All sealed proposals shall be marked "**Contractor Proposal – Emergency Construction Services, Confidential – Do Not Open**", will be received by **2:00pm, local time, on or before March 20, 2020** at the office of the City Clerk at the address below:

**City of Rensselaer
City Clerk's Office
City Hall, 62 Washington Street
Rensselaer, New York 12144
Attention: Nancy Hardt, City Clerk**

The City of Rensselaer reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The City reserves the right to accept a proposal other than that with the highest evaluated score without stating reasons. By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the City to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work, in its sole and unfettered discretion.

This RFP does not commit the City to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at an interview meeting with City staff.

PROJECT MANAGER CONTACT INFORMATION

The following individual(s) are the assigned contacts:

Contact: William Smart, City Engineer
62 Washington St., Rensselaer, NY 12144
Phone: 518-694-3968
Fax: N/A
Email: bill.smart@rensselaerny.gov

PROJECT OBJECTIVE

The objective is to provide a timely remedy in the event of a sewer or water line breaks or roadway failures that endanger or impede the Public. The work includes furnishing all materials, labor, equipment and supplies necessary to provide emergency excavations, restorations and piping repair services for the City of Rensselaer.

PROJECT SCOPE AND SPECIFICATIONS

Project Scope and Specification

- The Contractor selected under this RFP may be used for emergency water, sewer and roadway repairs.
- The Contractor must respond within one (1) hour of emergency repair notification and must own the appropriate equipment and have on staff personnel to dig below ground (grade) and repair the broken/defective piping system, or excavate and make necessary roadway repairs. The Contractor must have prior knowledge and demonstrated experience with water and sewer line repairs or roadway repairs. The work for each assignment for emergency work shall proceed uninterrupted until complete.
- The Contractor must provide for emergency water and sewer repairs on the following:
 - Water mains range from 2-inch to 16-inch in diameter within the City and 30-inch in the jointly owned main from Troy
 - Sewer Mains range from 6-inch to 30-inch in diameter
 - Sewers may be as deep as 20+ feet
- The Contractor will adhere to, and conform with the most recent NYSDOT Standard Specifications unless superseded by City of Rensselaer specific materials or specifications that will be provided to the contractor.
- It is assumed that the equipment, labor and materials shall, at minimum, include the following:
 - Basic Work Crew: 4 workers (one operator, one driver, and one Foreperson/laborer and 1 general laborer)
 - Proper Equipment-Basic(i.e., excavator, truck, compaction equip, tools, trench box)

- o Basic Materials (i.e., any and all materials necessary for work zone safety, delineation and sediment and erosion control, buried utility tape, plates, etc.)
- Payment will be made on an hourly basis for labor and equipment on site working as required. No payment shall be made for "down" time and over the road time.
- The Contractor shall visit the work site and be fully informed of all existing and controlling conditions (including safety concerns) with respect to his work, the limitations of space in the work area, and the accessibility to and from the work site. The Contractor's plan of construction shall include sheeting, shoring, bracing, bridging, stabilization or other acceptable means to provide for the safeguard and protection of all existing traffic and facilities.
- Primary equipment for the work must be contractor owned (rental equipment shall not be allowed for emergency crews, due to potential impacts to timely response). Other equipment that may be required but is not critical for timely completion of emergency repairs may be rented.
- The Contractor is responsible for locating all underground utilities by notifying *DIG SAFE NY-CALL 811* in compliance with state statute.
- The Contractor may be required to provide certified traffic control personnel to direct traffic as required. Attachment A contains a bid item to account for 2 additional laborers to perform this work.
- Surplus excavated material shall be properly disposed of off-site at no additional cost.
- The Contractor shall comply with all local, state, and Federal laws and regulations including the Occupational Safety and Health Act (OSHA).
- Minor tools typically used for this type of work (such as hand tools; small generators; pipe plugs, cutters, and joining tools; shovels; etc.) shall not be paid for separately and shall be included within the hourly rated provided within the Contractor's Proposal. Materials beyond the basic listed above incorporated into the work shall be paid for separately, with a 15% markup allowed, Attachment A will also contain bid lines for additional labor or common contractor equipment that may be required per the contractors specified work plan to accomplish the work. Rental Equipment deemed necessary and agreed to by the City will be paid for separately with a 15% markup allowed.
- The Contractor shall have and maintain the proper insurance and licensing required by the City and State to perform the types of work described within this RFP
- The City has agreed to provide the following or make the following Town equipment available for use. Contractor shall be solely responsible for coordinating Town assistance and confirming availability of this equipment and support:
 - o Sewer cleaning / jetting truck
 - o Sewer and water main mapping (as available in as-built records and GIS)

GENERAL INSTRUCTIONS:

Submission:

Contractors shall submit three (3) sealed copies of their Company's Proposal in 8-1/2" x 11" format to the City of Rensselaer DPW, 62 Washington St. Rensselaer, NY 12144

Proposals will be received until **Friday, March 20, 2020 at 2:00 PM**. Copies shall be mailed or hand delivered clearly marked *RFP - On-Call Emergency Repair Services for Department of Public Works, Water and Sewer Departments RFP ID: DPW 2020-01*.

Proposals may be withdrawn provided the City of Rensselaer receives the withdraw notice prior to the RFP due date. All information submitted in a proposal or in response to a request for information is subject to disclosure under Freedom of Information Act (FOIA) unless notified of Confidential Information contained.

Questions:

Written questions pertaining to all issues associated with this RFP shall be directed in writing via e-mail to the Project Manager by Wednesday March 18, 202 at 12:00 PM.

Addenda to this RFP, if any, including written answers to questions received prior to the Deadline for Submission of Questions will be provided directly to the Contractor's e-mail address on file. Each Contractor shall ascertain prior to submitting their Proposal that he/she has received all Addenda issued.

Submittal Requirements:

The following is a list of information that the Contractor should include in their proposal submission:

Summary of Contractor Background:

- Contractor's Name(s), Contractor's Address
- Contractor's Contact Information (and preferred method of communication)
- Legal Form of Contractor (e.g. sole proprietor, partnership, corporation)
- Date Contractor's Company Formed
- Description of Contractor's company in terms of size, range and types of services offered and clientele.
- Contractor's principal officers (e.g. President, Chairman, Vice President(s), Secretary, Chief Operating Officer, Chief Financial Officer, General Managers) and length of time each officer has performed in his/her field of expertise.
- Contractor's Federal Employee Identification Number (FEIN)
- Evidence of legal authority to conduct business in New York (e.g. business license number).

- Evidence of established track record for providing services and/or deliverables that are the subject of this proposal.
- Organization chart showing key personnel that would provide services
- 24-hour emergency contact person and contact information for notice of emergency work.

Proposed Work Plan

Provide a written summary of your general approach to responding to requests for emergency work. As part of this section of the proposal, Contractor should identify the person contacted first in case of an emergency repair.

Relevant Experience

Provide the details of the Contractor's last five relevant projects and past performance of the Contractor and its team members on comparable work. This item should cover, at a minimum, the substantive nature of comparable projects, when they were performed, the team members assigned, equipment used and the total contracted cost. Contractors are required to give sufficient information of their experience to permit or understand and verify the exact nature of the contributions made by the Contractor to the projects listed.

Rate Proposal Form

In addition to the qualification proposal as discussed above, the Contractor shall complete the *Fee Proposal Form* provided as Attachment A.

Fee proposals are to include the following items: labor rates for all personnel proposed to work on the project including, but not limited to, foreman, laborers and equipment operators; labor pricing shall include any state and federal tax and employee salaries, benefits, and other costs. **Please note as per Article 8 of the New York State Labor Law must be paid at least minimally the appropriate prevailing wage for their trade, the prevailing wage schedule for this contract is PRC #XXXXXXXXX and may be downloaded from the NYS Department of Labor.** Contractor overhead and profit shall be included in labor and equipment rates provided. Attachment A-1 is a schedule of rates to be provided by the contractor for additional contractor owned equipment, that may be required to complete the emergency repair.

The contractor will be contractually obligated to use the rates included in their proposal to generate the invoices for each individual task solicited.

Invoices will be structured with hourly estimates of equipment usage and labor and list of materials and associated pricing. Back- up documentation for costs shall be provided with all invoicing.

The rates shall be effective for one year from the contract execution date, renewable up to 2 years by mutual agreement. For every annual renewal, a negotiated increase to the rates provided within the response to this RFP shall

be allowed.

If there are any other fees that the Contractor anticipates that would be included in work tasks created under this Contract, they should be included in the fee schedule submitted with their proposal.

Financial Information:

- State whether the Contractor or its parent company (if any) has ever filed for bankruptcy or any form of Reorganization under the Bankruptcy Code.
- State whether the Contractor or its parent company (if any) has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

Licensing and Bonding

- Provide details of licenses and bonds (if any) that the Contractor/contractor may plan on providing for this project.

Insurance

- The Contractor shall maintain a surety bond acceptable to the City ensuring the performance of work undertaken pursuant to contract.
- The Contractor shall maintain liability insurance on all vehicles operated in the performance of services with a minimum combined single limit of liability in the amount of one million dollars (\$1,000,000). Proof of insurance shall be included in the response to this RFP.
- The Contractor shall maintain pollution liability insurance on all vehicles operated in the performance of services with a minimum combined single limit of liability in the amount of five million dollars (\$5,000,000). Proof of insurance shall be included in the response to this RFP.

References

- Provide three (3) references

Contractor agrees that City of Rensselaer may contact all submitted references to obtain any and all information regarding Contractor's performance.

PROPOSAL SELECTION CRITERIA

Only those proposals received by the stated deadline will be considered. All proposals, submitted by the deadline, will be reviewed based upon information provided in the submitted proposal.

Proposals received by the stipulated deadline must be in the correct format.

- Contractor's alleged performance effectiveness of their proposal's solution regarding the Project.
- Contractor's performance history and alleged ability to timely deliver proposed services.
- Contractor's ability to provide and deliver qualified personnel having the knowledge and skills required to effectively and efficiently execute proposed services.
- Overall cost effectiveness of the proposal.

The City of Rensselaer is an equal opportunity employer and prospective contractors are to take note of the following:

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status

City of Rensselaer shall reserve the right to cancel, suspend, and/or discontinue any contract at any time they deem necessary or fit without obligation or notice to the proposing Contractor/contractor.

The City of Rensselaer reserves the right to reject any or all bids and waive any informalities or irregularities in the bid procedure or bids.

The City may hold the RFPs for a period not to exceed sixty (60) days from the date of the bid opening to review the bids and investigate the bidders' qualifications prior to awarding the contract.

The undersigned has examined the basic requirements of the RFP and hereby offers to provide the City of Rensselaer with emergency repair service, as detailed by the RFP for the prices shown on the enclosed form.

Signature Date: _____

(Print) Name _____ Title _____

Firm _____

Address _____

Contact Phone _____ Fax _____

Email _____

Attachment A

Project: City of Rensselaer On-Call Emergency Repair Service for DPW,
Water and Sewer Departments RFP ID: DPW 2020-01

FEE PROPOSAL FORM

ITEM NO.	UNIT OF MEAS	DESCRIPTION/ UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES
1	\$ PER HR	BASIC CREW - NORMAL WORKING HOURS \$	\$ -
2	\$ PER HR	BASIC CREW - OVERTIME (EVENINGS AND SATURDAYS) \$	\$-
3	\$ PER HR	BASIC CREW - DOUBLE TIME (SUNDAYS AND HOLIDAYS) \$	\$-
4	\$ PER HR	ADDITIONAL LABORER - EACH \$	\$-
5	\$ PER HR	ADDITIONAL OPERATOR - EACH \$	\$-
6	\$ PER HR	ADDITIONAL DRIVER W/DUMP TRUCK \$	\$-
7	\$ PER HR	MAINTENANCE & PROTECTION OF TRAFFIC \$	\$-
8	PER SF	PVMT RESTORATION – TRENCH (UP TO 200 SF) *see pvmt spec \$	\$-
9	PER SF	PVMT RESTORATION-TRENCH (OVER 200 SF) *see pvmt spec \$	\$-
		* Pavement Restoration Specification -Trench 12 in. Type 2 Subbase, 3 inch 19mm Binder, 1-1/2 inch 9.5mm Top	

Attachment A-1
Additional Contractor Owned Equipment

Please use this section to list and provide rental rates for additional contractor owned equipment that would be required above and beyond the basic crew equipment accounted for in Attachment A. This is equipment that the contractor would note as required to complete the specific emergency repair when completing the **Work Plan** for the specific repair and is agreed to by the City. Please provide the following rates for each piece of equipment.

Hourly: used 7 or less hours

Daily: used 8 hours to 40 hours total

(Hours above 32 and up to 40 hours will be paid as a percentage of the daily rate)

Weekly used above 40 hours up to 160 hours total.

Monthly used over 160 hours total

Price includes all Contractor Profit and Overhead

Attachment B

Project: **On-Call Emergency Repair Services for Department of Public Works, Water and Sewer Departments DPW 2020-01**

STATEMENT OF QUALIFICATIONS

Please attach the required Experience and Qualification statements to this Attachment, and respond to the Litigation questions below:

LITIGATION

Failure to answer truthfully may result in disqualification of your proposal and will be considered a breach of contract after execution of contract is awarded.

Is your company involved in any current litigation? YES / NO
(If yes, please attach a letter briefly describing the litigation)

Has the company been involved in any litigation in the last three years? YES / NO

By Alderperson : Bryan Leahey

#4

Seconded by Alderperson : Council B A Whole

A RESOLUTION AMENDING THE 2019-2020 BUDGET AND AUTHORIZING A TRANSFER

WHEREAS, the City of Rensselaer Common Council has determined that the amount of \$15,600.00 should be transferred from the Vehicle Repair Line of the City Budget to the Contractual Services Line of such Budget so as to pay the City's portion of the Troy Sand and Gravel invoice for Grinder Rental and Services relating to the joint agreement with the Town of East Greenbush for such services, and

WHEREAS, the City Comptroller has verified sufficient funds exist in the City Budget for such transfer and recommends such transfer to the Common Council,

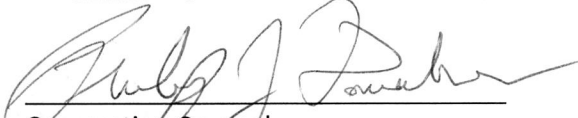
NOW, THEREFORE BE IT RESOLVED, that the Common Council for the City of Rensselaer hereby amends the 2019-2020 Budget as follows:

- Budget Amendment
FROM:
Line CL.8160.7429 - \$15,600.00

TO:
Line CL.8160.7440 - \$15,600.00
- The aforesaid Budget Amendment and Transfer shall be effective immediately.

Voterson main issue :

Approved as to Form and Sufficiency
this 5th day of March, 2020


Corporation Counsel

Approved By:


Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	10 Aye	0 No	Abstain	1 Absent
Result	PASSED			

Alderson Leaney made a motion to Amend Resolution to change \$15,000.00 to \$15,500.00 where ever the amount of \$15,000.00 appears on the resolution. Alderson Gardner seconded the motion.

Votes on the Amendment:

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leaney	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	(6) Aye	(0) No	(0) Abstain	(0) Absent
Result	Passed			

TO: Steve Terry, Comptroller
FROM: Mary Cramer, Deputy Commissioner Water/Sewer Dept.
CC: Jim Brady, Commissioner
DATE: February 26, 2020
RE: Transfer - Solid Waste

Due to the following reason(s), I am requesting that the following funds be transferred within the departments budget:

Please transfer \$15,500.00 from the Vehicle Repair line to the Contractual line
to pay for 50% of the Grinder Rental from Troy Sand & Gravel for the Grinding &
Removal services for January 2020. 50/50 split with East Greenbush (see attached invoice)

From:

Line#	Description	
CL.8160.7429	VEHICLE REPAIR	\$ 15,500.00
	Total	\$ 15,500.00

To:

Line#	Description	
CL.8160.7440	CONTRACTUAL SERVICES	\$ 15,500.00
	Total	\$ 15,500.00

Annual Totals YTD ▼

Reclass Journal Type

Prior Year Include ▼

Classification **Contractual**

Fiscal Year **2020**

Amended Budget \$50,000.00 Percent Used 20%	Encumbrances \$8,087.29	Expenses \$2,144.59	YTD Balance \$39,768.12
--	-----------------------------------	-------------------------------	-----------------------------------

Month	Budget	Amendments	Encumbrances	Expenses	Current YTD Bal
August	\$50,000.00	\$0.00	\$3,500.00	\$0.00	\$46,500.00
September	\$0.00	\$0.00	\$1,221.70	\$0.00	\$45,278.30
October	\$0.00	\$0.00	\$1,646.62	\$721.70	\$42,909.98
November	\$0.00	\$0.00	-\$394.25	\$394.25	\$42,909.98
December	\$0.00	\$0.00	\$381.86	\$0.00	\$42,528.12
January	\$0.00	\$0.00	\$2,500.00	\$0.00	\$40,028.12
February	\$0.00	\$0.00	-\$768.64	\$1,028.64	\$39,768.12
March	\$0.00	\$0.00	\$0.00	\$0.00	\$39,768.12
April	\$0.00	\$0.00	\$0.00	\$0.00	\$39,768.12
May	\$0.00	\$0.00	\$0.00	\$0.00	\$39,768.12
June	\$0.00	\$0.00	\$0.00	\$0.00	\$39,768.12
July	\$0.00	\$0.00	\$0.00	\$0.00	\$39,768.12
Total	\$50,000.00	\$0.00	\$8,087.29	\$2,144.59	\$39,768.12
Unposted Transactions	\$0.00	\$0.00	\$0.00	\$0.00	\$39,768.12



VOUCHER
CITY OF RENSSELAER
PURCHASING DEPARTMENT
62 WASHINGTON STREET
RENSSELAER, NY 12144

(CLAIMANT-DO NOT WRITE IN THIS AREA)		VOUCHER NO. _____
DATE VOUCHER RECEIVED _____		
FUND - APPROPRIATION	AMOUNT	
TOTAL	→ \$ 15,500.00	
TAX EXEMPT - FED I.D.NO. 14-6002399		

DEPARTMENT Solid Waste

CLAIMANTS NAME AND ADDRESS
TOWN OF EAST GREENBUSH
225 Columbia Turnpike
Rensselaer, New York 12144

CONTRACT NO. _____ TERMS NET 30 DAYS PURCHASE ORDER NO. _____ PARTIAL

Detailed Invoices may be attached and total entered on this Voucher. Certification below MUST BE SIGNED.

DATE	VEND INV. NO	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
2/24/20	20022470		Troy Sand & Gravel Co., Inc. BRUSH GRINDING - Grinder Rental-January 2020 Grinding & Removal services-January 2020 East Greenbush/Rensselaer 50/50		\$31,000.00
					\$15,500.00
TOTAL					\$15,500.00

THE CITY OF RENSSELAER REQUIRES A SIGNED VOUCHER FOR ALL INVOICES SUBMITTED FOR PAYMENT A.S.A.P. PLEASE SIGN AND COMPLETE THE CLAIMANT CERTIFICATION SECTION. INVOICES SUBMITTED WITHOUT A SIGNED VOUCHER WILL NOT BE PROCESSED WHICH WILL DELAY PAYMENT. PLEASE NOTE THE CITY OF RENSSELAER'S FISCAL YEAR END JULY 31ST OF EACH YEAR. ANY QUESTIONS PLEASE CONTACT THE PURCHASING DEPARTMENT

CLAIMANT'S CERTIFICATION
I, Daniel Fiacco certify that the above account in the amount of \$ 15,500.00 is true and correct, that the items, services and disbursements charged were rendered to or for the municipality on the dates stated, that no part has been paid or satisfied. That taxes from which the municipality is exempt, are not included and that the amount claimed is actually due.

2/24/2020 DATE [Signature] SIGNATURE DPW Commissioner TITLE

DEPARTMENT APPROVAL
The above services or materials were rendered or furnished to the municipality and are correct.

DATE AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT
This claim is approved and ordered paid from the municipality on the dates stated and the charges appropriations indicated above.

DATE AUDITING BOARD

**Town of East Greenbush
Highway Dept.
Voucher**

Return This Voucher To:
East Greenbush Dept.
Of Public Works
69 Gilligan Rd.
East Greenbush, N.Y. 12061
rwilliams@eastgreenbush.org

CLAIMANT'S
NAME AND
ADDRESS

TROY SAND & GRAVEL CO. INC.
P.O. Box 171
WATERVLIET, NY 12189

Claimant - Do NOT Write in this Area Voucher # Date voucher Received:	PURCHASE ORDER # If a PO Number has been issued, it must appear on all Invoices and statements.										
<table border="1"> <thead> <tr> <th>FUND APPROPRIATION</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>81604.01.04</td> <td>\$ 31,000</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		FUND APPROPRIATION	AMOUNT	81604.01.04	\$ 31,000						
FUND APPROPRIATION	AMOUNT										
81604.01.04	\$ 31,000										
Employee Signature <u>Duff</u>											

If reference is made to an invoice, that invoice must be attached to this voucher. Detailed invoices may be attached, and Total entered on this Voucher. Attached Invoices should be affixed to FRONT of voucher. Certification below MUST BE SIGNED.

DATE	INVOICE #	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
1/31/2020	20022470	1	BRUSH GRINDING PER RESOLUTION 18-2020		\$ 31,000. ⁰⁰
EAST GREENBUSH TAX EXEMPTION # 14-6002167 (See Instructions and Important Information on Reverse Side)				TOTAL →	\$ 31,000

CLAIMANT'S CERTIFICATION
I, _____, certify that the above account in the amount of _____ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt are not included; and that the amount claimed is actually due. I understand that payment for above account may not be rendered until at least 30 days from date voucher is received in proper order by the Comptroller (Town Law #118, Town Law #119). I further understand that this Voucher is subject to the approval of the Comptroller and therefore all items purchased are subject to be returned within 60 Days from date of proper presentation of claim.

DATE

SIGNATURE

TITLE

(Space Below for Municipal Use Only)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct. No prior Approval for these services or materials has been issued.

DATE

AUTHORIZED OFFICIAL

COMPTROLLER APPROVAL FOR PAYMENT

Based on the information given in this voucher, acclaimed to be true & correct this claim is approved and ordered paid from the appropriations indicated above.

DATE

COMPTROLLER

Troy Sand and Gravel Co., Inc.
P.O. Box 171
Watervliet NY 12189

Tel: (518)273-5800
Fax: (518)273-6134



Invoice No.

20022470

Invoice Date

Jan 31, 2020

Customer

Twn of East Greenbush:Townhall
Comptroller:225 Columbia TrnPk
Rensselaer NY 12144

Shipped To

Grinding & Removal @ East Greenbush
Tranfers Station

Plant

Code

Order#

Page

Clifton Park Transfer Station

EAST02

Grinding

1 of 1

Description	Code	Quantity	Unit Price	Amount
Grinder Rental	GRINDR	1.00 DAY	\$31,000.00	\$31,000.00
Grinding & Removal services January 2020				

Tax Code: NY-EX

Total Sale \$31,000.00
Taxes New York Exempt \$0.00

Invoice Total \$31,000.00

★ 18-2020 **A Resolution Awarding the Bid for Brush Grinding and Removal at the Transfer Station to Troy Sand & Gravel Co., Inc.**

WHEREAS, the Town Board approved the Commissioner of Public Works to solicit bids for Brush Grinding and Removal at the Transfer Station in Resolution 248-2019; and

WHEREAS, brush grinding and removal is necessary each year to comply with NYS DEC requirements so as to make room for the additional brush that will accumulate over the next year; and

WHEREAS, the Town paid \$24,900 to Troy Sand & Gravel Co., Inc. in 2019 and the aggregate amount would have exceeded \$35,000 within the one year period, prompting the need to solicit bids from interested contractors; and

WHEREAS, of the two bids received from contractors, Troy Sand & Gravel Co., Inc. was the lowest responsible bidder at \$31,000.00; and

WHEREAS, the City of Rensselaer is responsible to pay for half of the cost of grinding and hauling this material away; and

WHEREAS, the Town Comptroller confirms that the financial impact of this resolution is \$31,000 from the Transfer Station account 81604.01.04 offset by half once the City of Rensselaer reimbursement is received;

now, therefore, be it

RESOLVED, that the Town Board does hereby award the bid to Troy Sand & Gravel Co., Inc. for brush grinding and removal at the Transfer Station.

The foregoing resolution was duly moved by Councilor Tierney seconded by Councilor Kennedy and brought to a vote resulting as follows:

Councilor T. Tierney	VOTED: ✓
Councilor H. Kennedy	VOTED: ✓
Supervisor J. Conway	VOTED: ✓
Councilor R. Matters	VOTED: ✓
Councilor B. Fritz	VOTED: ✗

19-2020 **A Resolution to Issue a Negative Declaration of Environmental Significance and Major Site Plan Approval for the Regeneron Discovery Drive Building 81 Addition Project (PZD ID 19-14)**

WHEREAS, Regeneron Pharmaceuticals, Inc. has submitted to the Town an application for major site plan approval for the expansion of Building 81 at Regeneron's Discovery Drive Campus (SBL 155.-1-4.131); and

WHEREAS, the Town Board of the Town of East Greenbush has reviewed the application and related materials, including the site plan set prepared by Hart Engineering entitled "Regeneron Pharmaceuticals--Building 81 Addition," dated July 1, 2019, and last revised November 22, 2019, consisting of 12 sheets, as well as the traffic evaluation by CHA, dated November 1, 2019, the SWPPP dated October 1, 2019 and the response to comments prepared by Hart Engineering, dated November 22, 2019; and

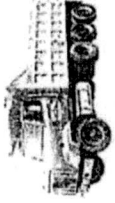
WHEREAS, the Town Board has also reviewed the comments of the Town's designated engineers, MJ Engineering and Land Surveying, PC, dated December 27, 2019; and

WHEREAS, the Town Board has determined that the proposed project is an Unlisted Action pursuant to SEQRA; and

WHEREAS, the Town Board has reviewed the Short Form EAF Part 1; and

TROY SAND AND GRAVEL INC.

NO. 953131



Mail Payment To: Phone
 P.O. Box 171 674-2854
 Watervliet, N.Y. 12189 3600 Route 43
 West Sand Lake NY 12196

Washed & Processed NYS DOT Approved Materials
 ASTM C33 Material Conformance
 www.troysandandgravel.com

DELIVER TO		ORDER #	
Town of East Greenbush	EG Transfer Station	DATE	1/27/00
CUST. #	JOB NO.	NET WEIGHT	
215122		CODE	
DRIVER	OWNER	HAULER	
DD		SHIPPED QUANTITY	
DESCRIPTION		UNIT PRICE	
Grinding & Removal		AMOUNT	3100.00
COD	ARRIVE JOB	TAX TOTAL	
3	START UNLOADING		
IS CR YD DEL	NO. OF LOADS DEL	BY SIGNING YOU AGREE TO THE TERMS ON THE BACK OF THIS AGREEMENT (SIGNATURE)	
		OFFICE COPY	

3% PER MONTH WILL BE CHARGED ON ACCOUNTS OVER 30 DAYS OLD. ANNUAL PERCENTAGE RATE 18%.

#5

Tabled

By Alderperson : _____

Seconded by Alderperson : _____

RESOLUTION DECLARING PROJECTS IN DEFAULT AND AUTHORIZING CLAIM AGAINST SURETY BONDS

WHEREAS, the City of Rensselaer Common Council has determined that the Renwyck Place Apartments Project and the Van Rensselaer Heights Apartments Project are both in significant default under the terms of the applicable contracts and that Notice of Claim should be made against the Surety Bonds in place,

NOW, THEREFORE BE IT RESOLVED, that the Common Council for the City of Rensselaer hereby declares the aforementioned Projects in default under the terms of the applicable contracts and directs that the appropriate Notice of Claim be made against the Surety Bonds in place on such Projects.

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

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				