

**CITY OF RENSSELAER
COMMON COUNCIL MEETING
WEDNESDAY EVENING
REGULAR MEETING
NOVEMBER 16, 2022**

THE COUNCIL CONVENED AT 7:01P.M. AND WAS CALLED TO ORDER BY PRESIDENT DEFRANCESCO.

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

PRESIDENT DEFRANCESCO

ALDERPERSON: VANVORST
DAMBROSE
LEAHEY
KRETZSCHMAR
ENDRES
BURTON

EXCUSED:

CITY OFFICIALS IN ATTENDANCE: HISTORIAN VICTOR BATORSKY, CORPORATION COUNSEL DANAHER

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

COMMUNICATIONS:

COMMUNICATIONS FROM DEPARTMENT HEADS: NONE

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

PRESENTATION OF ACCOUNTS:

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

VOTES TO WAIVE THE READING OF BILLS

AYES: VANVORST, DAMBROSE, LEAHEY, KRETZSCHMAR, ENDRES, BURTON AND DEFRANCESCO.

NOES:

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED



NANCY E. HARDT
City Clerk

CITY OF RENSSELAER

OFFICE OF
THE CITY CLERK
CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144

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

AGENDA REGULAR COMMON COUNCIL MEETING NOVEMBER 16, 2022

1. A RESOLUTION AMENDING THE 2022-2023 BUDGET-COMMON COUNCIL
2. A RESOLUTION AMENDING THE ADOPTED 2022-2023 BUDGET RELATIVE TO THE CHRISTMAS IN THE CITY FUND
3. A RESOLUTION AUTHORIZING SALE OF VACANT CITY PROPERTY TO ABUTTING LANDOWNER, RENSSELAER HOUSING AUTHORITY, PURSUANT TO CITY CODE SECTION 57-1-CITY TREASURER
4. A RESOLUTION TO APPROVE LOCAL LAW # 13 OF 2022 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON
5. A RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING OF 100% OF THE COSTS OF A TRANSPORTATION PROJECT OF WHICH QUALIFIED COSTS MAY BE REIMBURSED FROM BRIDGE NY FUNDS-WILSON ST. OVER QUACKENDERRY CREEK
6. A RESOLUTION TO APPROVE PURCHASE OF SUBMERSIBLE PUMP, ANCILLARY EQUIPMENT AND INSTALLATION FROM SOLE SOURCE VENDOR-DEPARTMENT OF PUBLIC WORKS
7. A RESOLUTION AUTHORIZING USE OF NORTHEND FIREHOUSE FOR ANNUAL TOY DRIVE

#1

By Alderperson : Council as a Whole

Seconded by Alderperson : _____

A RESOLUTION AMENDING THE 2022-2023 BUDGET – COMMON COUNCIL

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

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

From	Account 1010. Contractual Services Common Council			
Line Item	Description	Present	Change	Revised
A.1010.	Contractual Services	118,224.47	(\$1,533.25)	\$116,691.22
A.7440.0008	Contractual Services-Public Works	\$3,000.00	(\$560.00)	\$2,440.00
A.7440.0010	Contractual Services-Central Data Processing	\$29,148.96	(\$7,852.00)	\$21,296.96
A.7440.0012	Contractual Services-Fire Department	\$31,341.36	(\$550.00)	\$30,791.36
A.7440.0014	Contractual Services-Code Enforcement	\$4,000.00	(2,475.00)	\$1,525.00
	Totals:		(\$12,970.25)	


TO:	DEPARTMENTAL CONTRACTUAL SVCS. LINES			
Line Item	Description	Present	Change	Revised
A.1420.7440	Contractual Services-Law	\$92,505.47	\$1,533.25	\$94,038.72
A.1490.7440	Contractual Services-Public Works	\$0.00	\$560.00	\$560.00
A.1680.7440	Contractual Services-Central Data Processing	\$5,841.44	\$7,852.00	\$13,693.44
A.3410.7440	Contractual Services-Fire Department	\$58,778.64	550.00	\$59,328.64
A.3620.7440	Contractual Services-Code Enforcement	\$0.00	\$2,475.00	\$2,475.00
	TOTALS		\$12,970.25	

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

Approved as to form and sufficiency

This ^{16th} day of November, 2022

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<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
Andrew P. Kretschmar	<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
Anne E. Burton	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	0 Abstain	0 Absent
Result	PASSED			


 Corporation Counsel


 Mayor

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

A RESOLUTION AMENDING THE ADOPTED 2022-2023 BUDGET RELATIVE TO THE CHRISTMAS IN THE CITY FUND

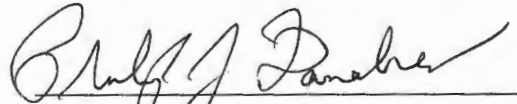
WHEREAS, the City of Rensselaer is desirous of increasing the "Christmas in the City" appropriations line and the donations revenue line by \$3,325.00 (Three thousand three hundred twenty five dollars), and

WHEREAS, the \$3,325.00(Three thousand three hundred twenty five dollars) represents the collective donations from the generous groups and individuals detailed on the list attached hereto.

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

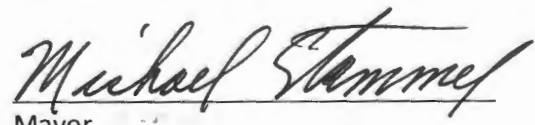
<u>Account- Revenue Local Sources:</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.0000.2705 –Gifts & Donations	\$ 35,379.	+ 3,325.	\$ 38,704
 <u>Expenditure Account:</u>			
A.7550.7405 Christmas in the City	\$ 3,500.	+ 3,325.	\$ 6,825.

Approved as to Form and Sufficiency
this 16th day of November, 2022



Corporation Counsel

Approved By:



Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<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
Andrew P. Kretschmar	<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
Anne E. Burton	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	0 Abstain	0 Absent
Result	PASSED			

CHRISTMAS IN THE CITY 2022

DWIGHT PLUBMING	200.00
REMINGTON BLACKTOP	100.00
STILSING ELECTRIC	100.00
JOHN MOONEY	100.00
LYONS FUNERAL HOME	250.00
COLLAR CITY AUCTIONS	1000.00
ZAPPALA BLOCK	200.00
RENS. DEV. GROUP	500.00
THORPE SUPPLY CO.	250.00
GERALD O NEIL POST	500.00
CEJJ,INC.	125.00

#3

By Alderperson:

COUNCIL AS A WHOLE

Seconded by Alderperson:

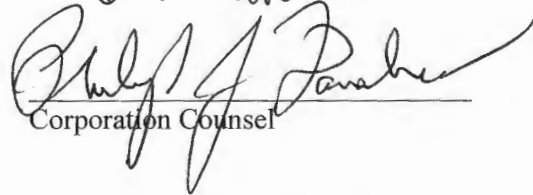
RESOLUTION AUTHORIZING SALE OF VACANT CITY PROPERTY TO ABUTTING LANDOWNER, RENNELAER HOUSING AUTHORITY, PURSUANT TO CITY CODE SECTION 57-1. - CITY TREASURER

WHEREAS, pursuant to City Code Section 57-1, vacant City Property located at 1472 First Street, with a Tax Map Number of 144.21-4-33 and consisting of 0.08 acres, was offered for sale to the abutting Landowners, and the successful bidder was the Rensselaer Housing Authority at a bid of \$3,000.00, and

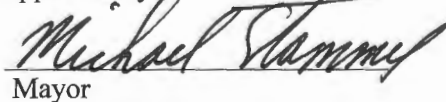
WHEREAS, such bidding was concluded on May 19, 2022, it is now, therefore,

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 16th day of November, 2022


Corporation Counsel

Approved by:


Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<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
Andrew P. Kretschmar	<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
Anne E. Burton	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	0 Abstain	0 Absent
Result	PASSED			

#4

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 13 OF 2022 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, the City of Rensselaer is desirous of establishing a Local Law to Amend Title IV, Section 66 of the City Charter to update the Common Council Meeting Time from 7:00 pm to 6:30 pm; and

WHEREAS, the Common Council has reviewed proposed Local Law No.13 of the year 2022, attached hereto; and

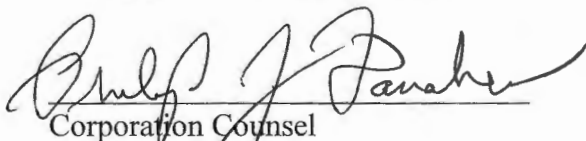
WHEREAS, such Local Law appears appropriate as to form and it appearing appropriate for a Public Hearing to be scheduled so as to consider public comments on such proposed Local Law.

NOW, THEREFORE, BE IS RESOLVED, that proposed Local Law No. 13 of the year 2022 is hereby approved as to form; and

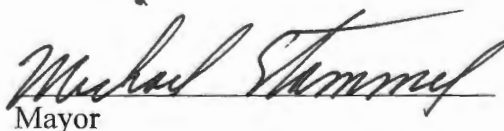
BE IT FURTHER RESOLVED, that a Public Hearing will be held at 6:30 pm on December 7, 2022, at the City Hall of the City of Rensselaer located at 62 Washington Street, Rensselaer, New York, so as to the allow the Common Council to hear Public Comment on proposed Local Law No. 13 of 2022; and

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 16th day of November, 2022


Corporation Counsel

So Approved!


Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leabe	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretschmar	<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
Anne E. Burton	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	0 Abstain	0 Absent
Result	PASSED			

CITY OF RENSSELAER

LOCAL LAW NO. 13 OF THE YEAR 2022.

**A Local Law to Amend Title IV, Section 66, of the
Charter of the City of Rensselaer, New York,
Relative to Common Council Meeting Time**

Be it enacted by the Common Council of the City of Rensselaer as follows:

ARTICLE I. INTENT

This Local Law shall be known as Local Law No. 13 of 2022, and shall amend Title IV, Section 66, of the Charter of the City of Rensselaer, New York, relating to Common Council Meeting Time. This Local Law amends and supersedes all previously adopted Local Laws concerning such Common Council Meeting Time. The purpose of this Local Law is to update Section 66 of the City Charter to move the start time of the Common Council Meetings from 7:00 pm to 6:30 pm.

ARTICLE II. LEGISLATIVE ACTION

The Common Council of the City of Rensselaer, New York, hereby amends Title IV, Section 66, of the Charter of the City of Rensselaer, New York, so as to read as follows:

§ 66. Organization and procedure. [Amended by L. 1943, c. 710]

The President of the Common Council and the Aldermen from the respective wards of said city shall constitute the Common Council thereof. At all meetings of the Common Council, each Alderman present shall have one vote. The President of the Common Council shall be the presiding officer of the Common Council. The President of the Common Council shall have a vote as Alderman thereof, but when he shall vote as an Alderman, he shall have no casting vote on a tie, and for the purpose as provided by this Act, shall be deemed an Alderman.

The Common Council shall hold regular or stated meetings on the first and third Wednesday evenings at 6:30 p.m. in each month in the Common Council rooms and at such other times as they shall by resolution prescribe.

The Mayor, President of the Common Council or any three Aldermen may call special meetings by notice, in writing, served personally upon the other members of the Common Council or left at their usual places of abode.

The Common Council shall determine the rules of its own proceedings and be judges of the election and qualifications of its members.

The Common Council may at any regular meeting elect one of its members President Pro Tem to act during the temporary absence or disability of the President and who shall be President of the Common Council in case of a permanent vacancy in that office.

The attendance of absent members may be compelled by the Common Council or at a meeting thereof at which less than a quorum is present by entry of a resolution and order in the minutes directing the Chief of Police or any police officer of the city to arrest such absent member and take him before the Common Council at a meeting at which said member was absent or at the next or subsequent meeting of the Common Council, to answer for his neglect.

A majority of the Common Council shall be a quorum for the transaction of business, but a smaller number may adjourn from time to time.

A majority of the Aldermen present and voting at any meeting of the Common Council at which a quorum shall be present shall be sufficient to pass any resolution or ordinance, except that no resolution authorizing or involving the expenditure of money or collection of money by tax or assessment shall pass unless it shall receive the assent of a majority of the Aldermen in office, except as otherwise provided in this Act. Resolutions authorizing the issuance of obligations shall be enacted pursuant to the Local Finance Law.

The ayes and noes shall be called and recorded on all resolutions and appointments.

All meetings of the Common Council shall be public, except where the public interest requires secrecy, but no vote shall be taken in secret or in executive session thereof.

ARTICLE III. EFFECTIVE DATE

This Law shall take effect immediately upon its filing with the Office of the New York State Secretary of State.

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as Local Law No. ____ of 2022 of the City of Rensselaer was duly passed by the Common Council on _____ 2022, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as Local Law No. ____ of 2022 of the City of Rensselaer was duly passed by the Common Council on _____, 2022, and was (approved)(not approved) (repassed after disapproval) by the Elective Chief Executive Officer*, Mayor Michael Stammel, and was deemed duly adopted on _____, 2022.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as Local Law No. ____ of 20__ of the City of Rensselaer was duly passed by the _____ on _____, 20__, and was (approved)(not approved)(repassed after disapproval) by the Elective Chief Executive Officer*, _____ on _____, 20__. Such Local Law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____, 20__, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as Local Law No. ____ of 20__ of the City of Rensselaer was duly passed by the Common Council on _____, 20__, and was (approved)(not approved)(repassed after disapproval) by the Elective Chief Officer*, Mayor Michael Stammel, on _____, 20__. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____, 20__, in accordance with the applicable provisions of law.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as Local Law No. ____ of 20__ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____, 20__, became operative.

* Elective Chief Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20__ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____, 20__, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 2, above.

DRAFT

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

(Seal)

Date: _____

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

State of New York
County of Rensselaer

I, the undersigned, hereby certify that the foregoing Local Law contains the correct text and that all proper proceedings have been had or taken for the enactment of the Local Law annexed hereto.

DRAFT

Corporation Counsel
Title

CITY OF: RENSELAER

Date: _____

By Alderperson : COUNCIL AS A WHOLE
Seconded by Alderperson : _____

#5

A RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING 100% OF THE COSTS OF A TRANSPORTATION PROJECT, OF WHICH QUALIFIED COSTS MAY BE REIMBURSED FROM BRIDGE NY FUNDS.

WHEREAS, a project for the **Bridge NY Culvert, Wilson Street over Quackenderry Creek Replacement, City of Rensselaer**, P.I.N. 1762.05 (the "Project") is eligible for reimbursement of qualified costs from Bridge NY funding that calls for the post-reimbursement apportionment of the qualified costs be borne at the ratio of 100% Bridge NY funds and 0% non-Bridge NY funds; and

WHEREAS, the New York State Department of Transportation (NYSDOT) will design, let, and administer all phases of the Project.

WHEREAS, the City Council of desires to advance the Project by making a commitment of 100% of the costs of Construction work for the Project or portions thereof.

NOW, THEREFORE, the City Council, duly convened does hereby

RESOLVE, that the City Council hereby approves the Project; and it is hereby further

RESOLVED, that the City of Rensselaer hereby grants NYSDOT permission to directly apply Bridge NY funds to reimburse costs incurred by NYSDOT on the Project; and it is further

RESOLVED, that the sum of \$1,000,000.00 (one million and no cents) is hereby appropriated from 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 costs of the Project exceed the amount of Bridge NY funding appropriated, the City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State of Transportation thereof, and it is further

RESOLVED, that the City of Rensselaer hereby agrees that City of Rensselaer and hereby commits that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Mayor of the City of Rensselaer and is hereby authorized to execute all necessary agreements, certifications or reimbursement requests with NYSDOT for State Aid and/or Bridge NY funding on behalf of the County of Rensselaer and in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's funding of the Project costs, and it is further

RESOLVED, that the City of Rensselaer will be responsible for all maintenance of the Project; 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.

MUNICIPALITY/SPONSOR: City of Rensselaer

PROJECT ID NUMBER: D040751

PHASE: PER SCHEDULES A

BridgeNY Culvert Local Project Agreement

CONTRACT NO. D040751

This 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 the City of Rensselaer (the "Municipality/Sponsor") with its office at 62 Washington Street, Rensselaer, New York 12144.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as Bridge NY Culvert, Wilson Street over Quackenderry Creek Replacement, City of Rensselaer (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. 5, adopted at meeting held on 11/16/2011 approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises(M/WBE)-Service Disabled Veteran Owned Businesses(SDVOB) – Equal Employment Opportunity(EEO) Policy Statement.
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Federal Aid Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licensor, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM" formerly known as the "Procedures for Locally Administered Federal Aid Projects (PLAFAP)" Manual (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York

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State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work

performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.

5. *Supplemental Agreements and Supplemental Schedule(s)* Supplemental Agreements or Supplemental Schedule(s) may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental

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Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder.

7. *Municipal/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 To the fullest extent permitted by law, the Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the failure of the Municipality/Sponsor or its officers, agents, servants, employees, contractors, subcontractors or others to meet professional standards resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

7.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

7.4 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor or the Municipality/Sponsor's officers, agents, servants, employees, contractors, or subcontractors. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

7.3 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate NYSDOT officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense

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where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or

her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

8. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another entity, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

8.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

8.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

9. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.*

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.1 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to

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lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

12.1 Time is of the essence. The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed. BridgeNY Agreement approved by the Office of the State Comptroller.

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this agreement, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.

15. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and in accordance with current Federal and State laws, rules, and regulations.

16. *NYSDOT Performance Review.* NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at

<https://www.osc.state.ny.us/state-vendors> or by email at epunit@osc.state.ny.us.

18. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts,* including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at www.dot.ny.gov/main/business-center/civil-rights/.

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

18.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 *M/WBE and SDVOB Compliance Reports.* The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15th day of the immediately preceding month. The Municipality/Sponsor must apply

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for access to EBO at the following website: www.dot.ny.gov/dotapp/ebo.

18.1.6 *Failure to Comply.* If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in the "Local Projects Manual"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.

www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us

18.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at www.dot.ny.gov/programs/smart-planning/smartgrowth-law.

19. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY – Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

20. *Extended Records Retention Requirements.*

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above, for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. *Notice Requirements.*

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By personal delivery;
- (c) By expedited delivery service; or
- (d) By e-mail; or
- (e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

21.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or email, upon receipt.

21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Lorenzo DiStefano, P.E.

Title: Regional Local Project Liaison, Region One

Address: 50 Wolf Road, Suite 1S50, Albany, NY 12232

Telephone Number: 518-485-1715

Facsimile Number: n/a

E-Mail Address: Lorenzo, DiStefano@dot.ny.gov

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Municipality/Sponsor City of Rensselaer

Name: William Smart, P.E.

Title: City of Rensselaer Department of Public Works

Address: 62 Washington Street, Rensselaer, NY 12144

Telephone Number: 518-898-9566

Facsimile Number: n/a

E-Mail Address: bill.smart@rensselaerny.gov

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

DRAFT

DRAFT

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 name thereto by like order.

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

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.

COMPTROLLER'S APPROVAL:

DRAFT

Date: _____

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

Notary Public

DRAFT

By Alderperson : COUNCIL AS A WHOLE
Seconded by Alderperson : _____

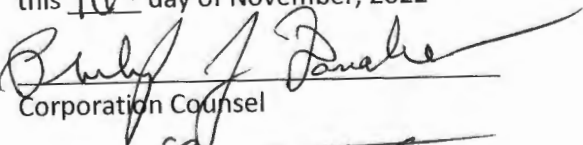

A RESOLUTION TO APPROVE PURCHASE OF SUBMERSIBLE PUMP, ANCILLARY EQUIPMENT AND INSTALLATION FROM SOLE SOURCE VENDOR – DEPARTMENT OF PUBLIC WORKS

WHEREAS, The City of Rensselaer is in need of a submersible pump, ancillary equipment and installation so as to assist the Department of Public Works in maintaining City Sewer Lines, and

WHEREAS, the Common Council has been advised that the City has obtained a “Sole Source” quote from Fleet Pump and Service Group, a copy of which is attached hereto, for the purchase and installation of the needed equipment for the total price of \$80,000.00, and that such purchase is in the best interest of the City of Rensselaer, and that such purchase shall be contingent upon the City of Rensselaer Purchasing Agent verifying the purchase and installation of the aforementioned equipment is not subject to competitive bidding due to being a “Sole Source” product under Section 45-4 of the Rensselaer City Code and Section 104-b of the New York State General Municipal Law, and that sufficient funds are available in City accounts to fund such purchase, and good cause appearing therefore,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby approves the quote for purchase and installation, on behalf of the Department of Public Works, from Fleet Pump and Service Group, a copy of which is attached hereto, of the needed equipment for the total price of \$80,000.00.

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<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
Andrew P. Kretschmar	<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
Anne E. Burton	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	0 Abstain	0 Absent
Result	PASSED			

Approved as to form and sufficiency
this 16th day of November, 2022

Corporation Counsel

Mayor



CITY OF RENSSELAER PURCHASING DEPARTMENT

NOVEMBER 16, 2022

As the City of Rensselaer Purchasing Agent I am verifying the purchase and installation of the aforementioned equipment is not subject to competitive bidding due to being a "Sole Source" product under Section 45-4 of the Rensselaer City Code and Section 104-b of the New York State General Municipal Law

Please see the attached documentation of "sole source" justification along with a detailed statement from the Commissioner of Public Works

If you have any questions feel free to call me anytime at 518 858 1666

Thank you,

R. M. Bernaupt
**RICHARD M BERHAUPT
PURCHASING AGENT
CITY OF RENSSELAER, N.Y. 12144**

CITY OF RENSSELAER
PURCHASING DEPARTMENT
STATEMENT OF SOLE SOURCE JUSTIFICATION

I, JIM BRADY Comm DPW, attest that FLEET ASSOC.
(Dept. Head Name, Title, and Dept) (Vendor Name)
is the sole source vendor for the following equipment or services FLEET PUMP SYSTEM
(Item)

The department has solicited quotes/bids for the above equipment from vendors in similar fields. These vendors responded with a "no quote/no bid" because they were unable to provide the equipment/service to their knowledge. FLEET ASSOC. is the only company that can
(Selected vendor)

Supply this equipment/service.

I certify the above is true and accurate and as such I request that this vendor be approved and designated as the sole source for the above named equipment/service and waive bidding.

Date: 11-10-2022

Department Head Signature: [Signature]

Print Name and Title: JIM BRADY Comm. DPW

Additional Reason for Sole Source Selection:

**RICHARD M BERHAUPT
PURCHASING AGENT
CITY OF RENSSELAER, N.Y. 12144**

[Signature]

RECEIVED
NOV 16 2022
PURCHASING DEPARTMENT - 1
CITY OF RENSSELAER



Pilot lights, selector switches, pushbutton, LED type, 30.5mm
Terminal, relays, timers
Auxiliary contacts
UL 508A listed
Drawings, submittals, O&M manual

- 1 837776 – Level probe, 1.5/10-10FS 30M
- 2 Mechanical Float with weight, 30'
- 1 Labor –
 - Pump out & clean pump station.
 - Tanker to maintain flow for pump station while work being done.
 - Cut discharge piping & removal of existing pumps, base elbows & rail kits.
 - Installation of new base elbows, discharge piping, stainless steel rail kits & pumps.
 - Removal & replacement of control panel

\$80,000.00

Notes: Price does not include applicable taxes

Delivery:

Terms: See attached

Validity: 30 days

Please forward a **Purchase Order or Authorization on your Letterhead** if you wish to proceed with the above proposal. If you have any questions or require additional information please do not hesitate to contact me. Thank you for the opportunity.

Best Regards,



Fleet Pump & Service Group, Inc.
455 Knollwood Road White
Plains, NY 10603

PROPOSAL ADDENDUM — GENERAL TERMS AND CONDITIONS

1. Terms and Conditions Become Addendum to Agreement. These General Terms and Conditions accompany the Proposal of Fleet Pump and Service Group, Inc. (the "Supplier") to the Purchaser identified above (the "Purchaser"). These General Terms and Conditions, unless otherwise addressed by Purchaser and Supplier in writing in the Purchase Order or other agreement based upon this Proposal, will become attached to and made a part of the Purchase Order issued by the Purchaser to Supplier as an Addendum to the Purchase Order (the "Addendum"). The terms in this Addendum supersede anything to the contrary contained in the Purchase Order and any prior understandings, agreements, or representations by, between or among the parties, written or oral, to the extent they relate in any way to the subject matter of the Purchase Order and this Addendum. All references to the Purchase Order (both in the form of the Agreement and this Addendum) include this Addendum.
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9. "Time of Essence" Provisions Not Applicable. Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
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16. Insurance. Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary.



July 28th, 2022

Proposal# 220728-07-EMY

**CITY OF RENSSELAER
62 WASHINGTON ST
RENSSELAER NY 12144**

**ATTN: Jim Brady
Subject: Pump Replacements**

Dear Jim,

As per your request, Fleet Pump and Service Group is pleased to provide a proposal for the following items:

Quantity	Description	Total Price
1	3127.060-1115– Flygt Model NX-3127.060 4" volute Submersible pump equipped with a 208 Volt / 3 phase / 60 Hz 10HP 1750 RPM motor, 487 impeller, 1 x 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve	
1	5401305 – Discharge connection 4x4"	
1	MultiSmart MSM 3PC2 for 3 pumps	
1	5565101 – Mix Flush Valve	
1	Control Panel: Duplex 10 HP, 208v, 3 phase, 28 FLA/pump 1-Enclosure -NEMA 4X 304SS, 60x36x12 with 12" legs (that is what we are replacing) 2-Inner door, 10ga. aluminum, full length 2-Normal/Generator circuit breaker with interlock and padlock disconnect handles 2-Motor circuit breaker, molded case type 2-Motor NEMA SZ2 with overload reset 1-Control transformer MultiSmart 3PC (no motor protection) -from GAF 1-Generator receptacle, Crouse Hinds AR1042-2SS / 100 amp max. 240V/30HP/3PH/3pole with Gnd 1-Surge protection, 208V/3PH, SQD SDSA series 1-Alarm beacon. Red LED type	



Pilot lights, selector switches, pushbutton, LED type, 30.5mm
Terminal, relays, timers
Auxiliary contacts
UL 508A listed
Drawings, submittals, O&M manual

- 1 837776 – Level probe, 1.5/10-10FS 30M
- 2 Mechanical Float with weight, 30'
- 1 Labor –
 - Pump out & clean pump station.
 - Tanker to maintain flow for pump station while work being done.
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\$80,000.00

Notes: Price does not include applicable taxes

Delivery:

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Validity: 30 days

Please forward a **Purchase Order or Authorization on your Letterhead** if you wish to proceed with the above proposal. If you have any questions or require additional information please do not hesitate to contact me. Thank you for the opportunity.

Best Regards,



Elaine Yarbrough / Todd Peluso



Elaine Yarbrough
Sales Engineering
Municipal Pumps and Process
Direct: 845-600-6905

eyarbrough@gafleet.com | www.gafleet.com

G.A. Fleet Associates, Inc.
6 International Drive, Suite 210
Rye Brook, New York 10573

Remit PO's to:

Fleet Pump & Service Group, Inc.
6 International Drive Suite 210, Rye Brook, NY 10573

I hereby authorize FPS to proceed with this proposal

QUOTE #: _____

PURCHASE ORDER #: _____

TOTAL AMOUNT: _____
(excluding applicable tax)

COMPANY NAME: _____

BILLING ADDRESS: _____

NAME (please print): _____

TITLE: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

DATE: _____



Fleet Pump & Service Group, Inc.
455 Knollwood Road White
Plains, NY 10603

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rich.berhaupt

From: jim.brady
Sent: Wednesday, November 16, 2022 9:23 AM
To: rich.berhaupt
Subject: FW: Sterling Ridge Pump Station

Jim Brady
**Commissioner of Public Works
and Water Department
City of Rensselaer
62 Washington Street
Rensselaer, NY 12144
Telephone (518) 462-9617
Jim.Brady@RensselaerNY.gov**



From: jim.brady
Sent: Thursday, November 10, 2022 12:00 PM
To: danaheratty@nycap.rr.com
Cc: mike.stammel; mike.slawson; john.defrancesco; anne.burton; andrew.kretzschmar; eric.endres; bryan.leahey; ernest.dambrose; 'Jim Van Vorst'
Subject: Sterling Ridge Pump Station

Phil,

We need to do a resolution to settle the issue of the failing sewage pump station at Sterling Ridge.

The existing system is a dual pump system that presently has 2 working pumps but does not and will not operate properly. The problem is the control system has failed and will not do its job in the proper manner. The pumps should operate in a "one than the other" sequence. Our pumps will currently not do that and must be sequenced by hand. The alarms on the system and all of the controls are outdated and do not work as they should. The system is 30 years old and it is time to replace the controls and one of the pumps.

We receive quoted from 2 different companies. We asked a third company to bid but they refused.

Our best option is to order 1 new Flygt pump that will match our existing Flygt pump. Along with that a new control panel should be built and installed that will operate our pumps in the manner they were designed for. With that option, we have to go with Fleet. They are the local rep, service and supplier of Flygt equipment. Their bid was an even \$80,000.00 and they will be listed as sole provider.

#7

By Alderperson:

Council As A Whole

Seconded by Alderperson:

RESOLUTION AUTHORIZING USE OF NORTHEND FIREHOUSE FOR ANNUAL TOY DRIVE

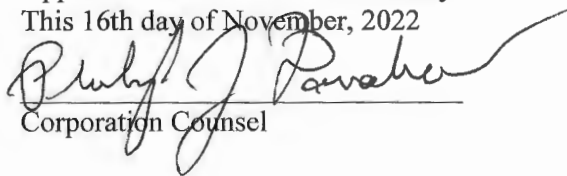
WHEREAS, the City of Rensselaer is desirous of allowing the North End Firehouse to be utilized on December 10th, 2022 from 10:00AM to 1:00PM for a their annual toy drive, and

WHEREAS, in the spirit of the upcoming Holidays, the goal is to fill a City Fire Engine with as many donated toys as possible for Rensselaer CoNSERNS-U.

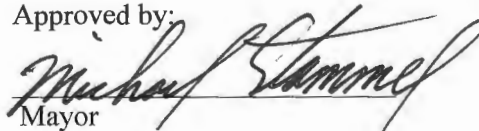
NOW THEREFORE BE IT RESOLVED, that the North Station Firehouse be utilized on December 10th, 2022 from 10:00AM to 1:00PM to conduct a toy drive to benefit Rensselaer CoNSERNS-U.

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<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
Andrew P. Kretschmar	<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
Anne E. Burton	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	0 Abstain	0 Absent
Result	PASSED			

Approved as to form and sufficiency
This 16th day of November, 2022


Corporation Counsel

Approved by:


Mayor