

Councilperson Malone
Councilperson Matters

VOTED
VOTED

96-2015 A Resolution to Approve Special Meeting Minutes

WHEREAS, the minutes of Town Board meetings, as provided in § 106 of Article 7 of the New York Public Officers Law, shall be approved by the Board prior to them being finalized, deemed official and disseminated to the public by the Town Clerk; and

WHEREAS, that the minutes of the Special Town Board Meeting held on June 4, 2015; and

WHEREAS, the Town Board has reviewed these minutes and any necessary corrections have been made; now, therefore, be it

RESOLVED, that the minutes of the special Town Board Meeting held on June 4, 2015, are hereby approved as submitted.

The foregoing Resolution was duly moved by Supervisor Langley seconded by Councilperson Matters and brought to a vote resulting as follows:

Supervisor Langley	VOTED
Councilperson Matters	VOTED
Councilperson Malone	VOTED
Councilperson DiMartino	VOTED

97-2015 Authorization to Award for RFB # 15-01 Electrical related projects

WHEREAS, the Town of East Greenbush solicited bids for various general construction, electrical, HVAC and plumbing related projects; and

WHEREAS, the only eligible bid received was opened and read aloud in a public forum in the Town Clerk's Office by the Purchasing Agent and Town Clerk on May 26, 2015; and

WHEREAS, the lowest responsible bid per item is:

Spring Electric, Inc. - Item number 2 (Electrical)
19% above the required NYS Prevailing rate for each classification required
10% above actual invoice to the vendor (Item 5 Material Costs)
Rate of \$65.00 per hour (Item 6 all NON-Prevailing Rate Work)

WHEREAS, the Town Comptroller has confirmed that the provisions of this proposed Board action will have no adverse impact on the Town's finances; now, therefore be it

RESOLVED, that the Town Board hereby authorizes the Purchasing Agent to send an award letter to the foregoing lowest bidder for RFB # 15-01

The foregoing resolution was duly moved by Councilperson DiMartino and seconded by Councilperson Matters and brought to a vote resulting as follows:

Councilperson DiMartino	VOTED
Councilperson Matters	VOTED
Supervisor Langley	VOTED
Councilperson Malone	VOTED

98-2015 Appointment to Fill a Vacancy on the Ethics Board

WHEREAS, section 15-19, subdivision a of the East Greenbush Town Code provides for the constitution of the ethics board with five members, for the appointment of such members, and for the appointment of successors in the event that vacancies occur; and

WHEREAS, General Municipal Law section 808, subdivision 3 provides for such ethics board members to serve at the pleasure of the town board; and

WHEREAS, Edward J. Gilbert resigned from the ethics board effective May 7, 2015, thereby creating a vacancy, and

WHEREAS, the town board deems it appropriate, at this time, to appoint a new member to the ethics board; and

WHEREAS, the town comptroller has heretofore confirmed that none of the provisions of this resolution shall pose an adverse impact to the town's finances; now, therefore, be it

RESOLVED, that, effective immediately, Guy Warner, be, and the same hereby is, appointed as a member of the ethics board for the duration of the unexpired term of the foregoing vacancy.

The foregoing resolution was duly moved by Councilperson Matters, seconded by Councilperson DiMartino, and resulted in the following vote:

Councilperson Matters	VOTED
Councilperson DiMartino	VOTED
Supervisor Langley	VOTED
Councilperson Malone	VOTED

99-2015 A Resolution Approving the Re-Appointments to Board of Assessment Review

WHEREAS, the Town of East Greenbush has a need to fill vacancies on the Board of Assessment Review for the convenience of taxpayers; now therefore

RESOLVED, that effective immediately, the following individual is reappointed as a regular member of the East Greenbush Board of Assessment Review for the term listed:

<u>Name</u>	<u>Term Start</u>	<u>Term End</u>
Florence Taylor	10/01/2015	09/30/2020

RESOLVED, that the compensation of the appointees will be set at \$25 per hour, with a total compensation not to exceed \$500; and be it

RESOLVED, that the Town Comptroller has heretofore confirmed that none of the provisions of this resolution shall pose an adverse impact to the Town's finances; and be it

RESOLVED, that the Town Clerk is directed to send a copy of this resolution to the Office of Real Properties and to the County Director.

The foregoing Resolution was duly moved by Councilperson Malone and seconded by Supervisor Langley and brought to a vote resulting as follows:

Councilperson Malone	VOTED
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Supervisor Langley
Councilperson DiMartino
Councilperson Matters

VOTED
VOTED
VOTED

100-2015 Resolution to Make a Conditional Job Offer to Position of Police Officer

WHEREAS, public safety in the Town is a priority concern of this Town Board; and
WHEREAS, this Board intends to maintain adequate staffing of the Town Police Department, by appointing qualified individuals to replace positions that become vacant, and positions have become vacant; and

WHEREAS, the Town Comptroller has confirmed that this position was anticipated in the current budget and will have no adverse impact on Town finances; and

WHEREAS, John F. DeRubertis, of East Greenbush, a graduate of Columbia High School and the University at Albany, has been found to be a qualified candidate according to the Rensselaer County Civil Service Commission; now therefore be it

RESOLVED, that John F. DeRubertis be and hereby is offered an appointment to the position of Police Officer for the Town of East Greenbush, subject to the following conditions and stipulations;

- satisfactory medical, psychological and drug test results;
- satisfactory background check which meets the police hiring laws of New York State and a clear FBI record check; and
- successful completion of the Zone 5 Police Academy and the Police Department Field Training Program; and
- full compliance with the Rules and Regulations of the Police Department including Town residency requirement; and be it further

RESOLVED, that this offer be affirmed by said Nominee within 30 days by executing the oath of office as administered by the Town Clerk, or after which shall become null and void, and be it further

RESOLVED, said conditional appointment shall become effective July 14, 2015, shall be subject to a probationary period of one (1) year, and that upon successful completion of all said conditions and stipulations, shall be, and hereby is made permanent.

The foregoing Resolution was duly moved by Supervisor Langley and seconded by Councilperson Malone and brought to a vote resulting as follows:

Supervisor Langley
Councilperson Malone
Councilperson DiMartino
Councilperson Matters

VOTED
VOTED
VOTED
VOTED

101-2015 A Resolution Authorizing The Expenditure of Monies For Trial Ready Appraisals of Greenbush Station, LLC Apartment Complex and Gilligan Road, LLC Apartment Complex

WHEREAS, Greenbush Station, LLC and Gilligan Road, LLC have commenced tax certiorari proceedings against the Town of East Greenbush for 2014 in Rensselaer County Supreme Court, Index No. 247378 (Tax Map #s: 177.8-7-15 and 166.-6-3.111); and

WHEREAS, the Court has directed the filing of trial ready appraisals; and

WHEREAS, the East Greenbush School District has intervened in the proceeding and has passed a resolution to share the cost of these appraisals on a 50/50 basis with the Town; and

WHEREAS, Empire State Appraisal Consultants has submitted a proposal for the preparation of the two appraisals at a cost of \$15,500.00 plus (Not to Exceed \$5,000) \$175.00 per hour for pre-trial conferences, trial preparation, court appearances and expenses; and

WHEREAS, the Comptroller advises that resolution will be covered within the 2015 Budget by increasing funds to account 13554.01 Assessor CE by \$10,250 and offsetting decrease from the Provisions For Other Uses 962 in the General Fund; and

WHEREAS, the Town appraisals must proceed for filing by August 1, 2015; now, be it

RESOLVED, that the Town of East Greenbush is hereby authorized to enter into an agreement with Empire State Appraisal Consultants for the preparation of trial ready appraisals of the two apartment complexes known as Greenbush Station, LLC and Gilligan Road, LLC at a cost of \$7,750.00 (the Town's one-half share), plus additional fees, to be divided equally, as may be incurred at the cost of (Not to Exceed \$2,500) \$175.00 per hour and to pay said amounts upon invoices submitted by Empire State Appraisal Consultants, and, be it, further

RESOLVED, that the total expense to the Town \$10,250 made up of an amount of \$7,750.00 for appraisals plus additional fees (Not to Exceed \$2,500) at the rate of \$175.00 per hour (divided equally) will be paid for by the budgetary transfer to account 13554.01 Assessor CE by \$10,250 and offsetting decrease from the Provisions For Other Uses 962 in the General Fund.

Account Name	Budget Code	Current Budget	Change	Amended Budget	Justification
Assessor CE	13554.01	\$11,469	\$10,250	\$21,719	Court Settlement
Provisions for Other Uses	962	\$177,316	(10,250)	\$167,066	Court Settlement

The foregoing Resolution was duly moved by Councilperson Malone and seconded by Supervisor Langley and brought to a vote resulting as follows:

Councilperson Malone	VOTED
Supervisor Langley	VOTED
Councilperson DiMartino	VOTED
Councilperson Matters	VOTED

102-2015 Resolution to Approve the Addition of New Resolutions

WHEREAS, Resolution 13-2015, Resolution for Timely Submission of Resolutions, called for *any items on Board meeting agendas that were not presented at pre-board, be subject to a prior majority vote before being considered for an actual vote on such late filed resolution;* and

WHEREAS, additional resolutions have been being presented to the board for consideration at this month's Town Board meeting, and

WHEREAS, the Town Comptroller has confirmed that the Board adding additional Resolutions to the agenda will not impact the budget; and

WHEREAS, that the following resolutions:

- 103-2015** A Resolution to Authorize Certain Paving Expenses
- 104-2015** A Resolution Designating a Portion of Lakeshore Drive from Onderdonk Park to Hampton Lake Park as One-Way for the Period of June 19, 2015 through September 18, 2015, the Installation of Necessary Signage and Traffic Control Devices to Safely and Appropriately Accomplish the Same
- 105-2015** Rescindment of Resolution No. 71-2015
- 106-2015** Approval of Procurement of Materials and Labor Relative to the Emergency Repair of Old Troy Road Bridge
- 107-2015** A Resolution Approving The Chazen Companies' Proposal for Professional Services (Bridge Condition Assessment) Old Troy Road/Mill Creek Bridge
- 108-2015** A Resolution Authorizing Greenman-Pedersen, Inc (GPI) to Apply for the 2015 Local Government Efficiency Grant for Infrastructure Rapid Response Team
- 109-2015** A Resolution Authorizing the Supervisor to Sign the Professional Services Agreement for The Chazen Companies to Assist in Grant Writing and Project Implementation
- 110-2015** A Resolution Authorizing The Settlement of Tax Certiorari Proceeding Entitled *Greenbush Station, LLC and Gilligan Road, LLC V. Town of East Greenbush* for Year 2014

were added to the agenda following the pre-board meeting; be it

RESOLVED, that the addition of the above resolution requires majority Town Board vote; be it further

RESOLVED, that, if this resolution (102-2015) receives a majority vote, then the Town Board will vote on Resolutions 103-2015, 104-2015 and 105-2015.

The foregoing Resolution was duly moved by Councilperson DiMartino and seconded by Councilperson Matters and brought to a vote resulting as follows:

Councilperson DiMartino	VOTED
Councilperson Matters	VOTED
Supervisor Langley	VOTED
Councilperson Mangold	VOTED

103-2015 A Resolution to Authorize Certain Paving Expenses

WHEREAS, in accordance with Town Policy and General Municipal Law, all Town expenses of more than \$10,000 require Town Board approval, and

WHEREAS, the Commissioner of Public Works and the Town Supervisor have reviewed the needs of the Town and determined the following pavement preservation projects will be completed this year:

*Cedarcrest Drive
Jacob Street
Phillips Road*

*Pheasant Lane
Springhurst Drive
Sussex Road
Town Park Road*

WHEREAS, the Commissioner of Public Works states that the estimates for the work, at State rate, will not exceed \$164,930.96. This amount is the accumulative of 2014 balance, 2015 CHIPS funding and 2015 extreme winter recovery. The estimated cost of work \$131,309.28.

WHEREAS, the Town Comptroller certifies that all expenses are made utilizing New York State Contract (PC #66543) pricing and are in the 2015 budget as stated; now therefore

BE IT RESOLVED, that the Commissioner of Public Works is hereby authorized to approve paving expenses not to exceed \$164,930.96 for paving of the aforementioned Town roads.

The foregoing Resolution was duly moved by Supervisor Langley seconded by Councilperson Matters and brought to a vote resulting as follows:

Supervisor Langley	VOTED
Councilperson Matters	VOTED
Councilperson Malone	VOTED
Councilperson DiMartino	VOTED

104-2015 A Resolution Designating a Portion of Lakeshore Drive from Onderdonk Park to Hampton Lake Park as One-Way for the Period of June 19, 2015 through September 18, 2015, the Installation of Necessary Signage and Traffic Control Devices to Safely and Appropriately Accomplish the Same

WHEREAS, the Town has traditionally designated Lake Shore Drive from Onderdonk Park to Hampton Lake Park as a one-way roadway for that section during the summer months; and

WHEREAS, this action has generated positive feedback from the residents using the roadway as it facilitates walking, bicycling and fishing along that portion of the roadway; now, therefore be it

RESOLVED, that Lake Shore Drive from Onderdonk Park to Hampton Lake Park shall be designated one-way during the period from June 19, 2015 through September 18, 2015, with the Commissioner of Public Works installing the appropriate signage to advise users of this designation

The foregoing Resolution was duly moved by Councilperson DiMartino and seconded by Councilperson Matters and brought to a vote resulting as follows:

Councilperson DiMartino	VOTED
Councilperson Matters	VOTED
Supervisor Langley	VOTED
Councilperson Mangold	VOTED

105-2015 Rescindment of Resolution No. 71-2015

WHEREAS, at its meeting held on May 20, 2015, the town board duly adopted resolution no. 71-2015 (hereinafter, "Resolution") which authorized the town's purchase of an industrial grade, MG 7-12 Drag-a-Box Asphalt Material Spreader (hereinafter, "Spreader"), in the amount of \$17,325.25, for use during paving season; and

WHEREAS, the order to purchase the Spreader was subsequently cancelled by the commissioner of public works when information related to additional cost to fit the Spreader to town trucks became known after the Resolution was adopted; and

WHEREAS, the town comptroller has heretofore confirmed that none of the provisions of this resolution adversely impact the town's finances; now, therefore, be it

RESOLVED, that the Resolution be, and the same hereby is, rescinded.

The foregoing resolution was duly moved by Councilperson Matters, seconded by Councilperson DiMartino, and brought to a vote resulting as follows:

Councilperson Matters	VOTED
Councilperson DiMartino	VOTED
Supervisor Langley	VOTED
Councilperson Malone	VOTED

106-2015: Approval of Procurement of Materials and Labor Relative to the Emergency Repair of Old Troy Road Bridge

WHEREAS, on or about June 11, 2015, the Commissioner of Public Works (hereinafter, "Commissioner") became aware of certain structural failure to the bridge (hereinafter, "Bridge") that is part of Old Troy Road, a Town-owned public thoroughfare; and

WHEREAS, inasmuch as such structural failure posed a danger to the public who utilize the Bridge, the Commissioner deemed it necessary to immediately engage Town & County Bridge and Rail, Inc. (hereinafter, "Contractor") to furnish materials and labor and perform emergency, interim repair (hereinafter, "Repair") of the Bridge in the amount of \$2,435.00, as stated in attached fee-quote memorandum; and

WHEREAS, the Commissioner is cognizant that either a long-term repair or complete replacement of the Bridge will be necessary in the near future, and will be recommending to the Town Board over the next month further action and additional expenditure relative to such long-term repair or replacement; and

WHEREAS, the Comptroller has heretofore confirmed that funding for cost of the Repair is available in the 2015 annual budget in account no. 51104.02, and that a related expenditure to cover such cost shall not pose an adverse impact to the Town's finances; now, therefore, be it

RESOLVED, that the procurement of materials and labor from the Contractor relative to the Repair of the Bridge, at a cost of \$2,435.00, be, and the same hereby is, approved; and be it further

RESOLVED, that the Commissioner shall follow up with a recommendation to the Town Board regarding further action and additional expenditure relative to the long-term repair or replacement of the Bridge.

The foregoing resolution was duly moved by Councilperson Matters, seconded by Councilperson DiMartino, and brought to a vote as follows;

Councilperson Matters	VOTED
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Councilperson DiMartino	VOTED
Supervisor Langley	VOTED
Councilperson Malone	VOTED

107-2015 A Resolution Approving The Chazen Companies' Proposal for Professional Services (Bridge Condition Assessment) Old Troy Road/Mill Creek Bridge

WHEREAS, the Commissioner of Public Works requested The Chazen Companies submit a proposal for professional services for an assessment of the bridge located along Old Troy Road at Mill Creek in the Town of East Greenbush on June 10, 2015; and

WHEREAS, The Chazen Companies has prepared an emergency evaluation report (limited to the deficient guide rail conditions) dated June 10, 2015 and identified several deficiencies including inadequate guide rail protection. Damaged guide rail post and secondary bridge structural elements, and deteriorated primary bridge structural elements; and

WHEREAS, the Chazen Companies scope of work will include tasks such as, perform a visual structural condition assessment of the steel bridge (subject structure) located at the project site referenced above and will correspond to select sections of the New York State Department of Transportation Bridge Inspection manual (BIM) provides a methodology to meet or exceed the requirements of the Uniform Code of Bridge Inspection (UCBI); and

WHEREAS, the Scope of Work requested in the Proposal requested will be billed to the Town of East Greenbush using the proposed fee schedule

Tasks		Fee Estimates/Proposed Schedules	
Task No.	Task Description	Lump Sum Fee Bill	Projected Start/End Dates
01	Structural Condition Assessment	\$3,400	Start: Upon authorization Duration: 4 Weeks
Total Professional Service Fee		\$3,400	

And

WHEREAS, the Comptroller has heretofore confirmed that the funding for cost of the repair is available in the 2015 Annual Town Budget in budget code 51104.02, and that a related expenditure to cover such cost shall not pose an adverse impact to the Town's finances; now, therefore be it

RESOLVED, that the Town Supervisor is authorized to sign the Chazen Companies' proposal for Old Troy Road Bridge Assessment upon to the Town Attorney's review and approval of said proposal.

The Foregoing Resolution was duly moved by Councilperson Matters and seconded by Councilperson DiMartino and brought to a vote resulting as follows:

Councilperson Matters	VOTED
Councilperson DiMartino	VOTED
Supervisor Langley	VOTED
Councilperson Malone	VOTED

108-2015 A Resolution Authorizing Greenman-Pedersen, Inc (GPI) to Apply for the 2015 Local Government Efficiency Grant for Infrastructure Rapid Response Team

WHEREAS, the Town of East Greenbush desires to apply to the 2015 New York State Department of State Local Government Efficiency Grant Program to assist with the creation of a municipal infrastructure rapid response team; and

WHEREAS, the Town of East Greenbush will act as a co-applicant and assist with the completion of the proposed Infrastructure Rapid Response Team project; and

WHEREAS, the total funding request shall not exceed \$200,000.00 per municipality with a required local match of 10% to be divided equally among participating municipalities; now, therefore be it

RESOLVED, the Town of East Greenbush authorizes the submission of an application by the Lead Applicant to the Local Government Efficiency Grant Program for the 2015 funding year through the New York State Consolidated Funding Application program; and be it further

RESOLVED, that the City of Troy Mayor Lou Rosamilia, is the Contact Person and is authorized to execute all financial and/or administrative processes relating to this grant program; And be it further

RESOLVED, that the acceptance of grant funding from the 2015 New York State Department of State Local Government Efficiency Grant Program be further conditioned on the understanding that the required local match of 10% for the project will be provided by each participating municipality and divided equally; and be it further

RESOLVED, that upon acceptance of grant funding from the 2015 New York State Department of State Local Government Efficiency Grant Program, the Town of East Greenbush will oversee the completion of the project.

The Foregoing Resolution was duly moved by Supervisor Langley and seconded by Councilperson Malone and brought to a vote resulting as follows:

Supervisor Langley	VOTED
Councilperson Malone	VOTED
Councilperson Matters	VOTED
Councilperson DiMartino	VOTED

109-2015 A Resolution Authorizing the Supervisor to Sign the Professional Services Agreement for The Chazen Companies to Assist in Grant Writing and Project Implementation

WHEREAS, the Town of East Greenbush has requested a proposal from The Chazen Companies to assist with the planning and engineering services in support of NYS 2015 Consolidated Funding Applications (CFA); and

WHEREAS, the Scope of Services is to include, but not limited to:

Task 01- Identification of Potential Consolidated Funding Applications- working with the Town to develop a list potential CFA projects for the Town's approval. As well as crafting an application that targets only relevant programs, and filing within a timely manner.

Task 02 – Identification of Additional Funding Opportunities- reviewing federal, state, regional, county and local agencies for funding opportunities that align with the Town's planning initiatives and/or priorities; and

WHEREAS, the Professional Services fee for identification of priority projects and CFA applications is \$3,500 per application, or two CFA applications for \$6,000; and there would be similar economies of scale with additional applications if requested; and

WHEREAS, the Town Comptroller has confirmed that the financial impact on the Town is stated in the above Whereas and will be charged to the budget code of the department applying; now, therefore be it

RESOLVED, that the Town Supervisor is authorized to sign the Chazen Companies' proposal for assistance in Grant Writing and Project Implementation Services upon to the Town Attorney's review and approval of said proposal.

The foregoing resolution was duly moved by Councilperson Matters and seconded by Councilperson DiMartino and brought to a vote resulting as follows:

Councilperson Matters	VOTED
Councilperson DiMartino	VOTED
Supervisor Langley	VOTED
Councilperson Malone	VOTED

110-2015 A Resolution Authorizing The Settlement of Tax Certiorari Proceeding Entitled *Greenbush Station, LLC and Gilligan Road, LLC V. Town of East Greenbush* for Year 2014

WHEREAS, Greenbush Station, LLC and Gilligan Road, LLC v. Town of East Greenbush, et al. have commenced tax certiorari proceedings against the Town of East Greenbush for 2014 in Rensselaer County Supreme Court, Index No. 247378 (Tax Map #: 177.8-7-15 and 166.-6-3.111); and

WHEREAS, after considerable discovery, inspection, site evaluation of the premises, current lease, income and expense review, Court conferences and negotiation with the Petitioners' counsel, the Town's certiorari counsel and the assessor's office have recommended a settlement agreement to the values set forth for 2014 as set forth on the attached summary:

Name	Tax ID	Original 2014 AV	Amended 2014 AV	2014 Change
Greenbush Station, LLC 737 Columbia Turnpike	177.8-7-15	\$7,923,700	\$6,500,000	\$1,423,700
Gilligan Road, LLC 95 Gilligan Road	166.6-3-3.111	\$5,546,200	\$5,200,000	\$346,200

WHEREAS, the Petitioners' appraisal for Greenbush Station, LLC is \$5,725,000 and Gilligan Road, LLC is \$5,075,000 and the Town has not yet conducted formal appraisals, the assessor has reviewed this settlement proposal and approves the same eliminating the need for the Town to move forward with the appraisal expense; and

WHEREAS, the settlement will have no immediate impact on the finances of the Town, as the County will pay the Town's portion of any refund and charge the same back in the next year's tax levy; it is now

RESOLVED, that the above captioned tax certiorari proceedings be settled in the amounts set forth above for the year 2014, and that tax certiorari counsel be and hereby is authorized to execute all documents necessary to effectuate said settlement

The Foregoing resolution was duly moved by Councilperson Malone and seconded by Supervisor Langley and brought to a vote resulting as follows:

Councilperson Malone	VOTED
Supervisor Langley	VOTED
Councilperson Matters	VOTED
Councilperson DiMartino	VOTED

ADJOURNMENT

Motion to adjourn by Supervisor Langley seconded by Councilperson Malone and brought to a vote as follows:

Supervisor Langley	VOTED
Councilperson Matters	VOTED
Councilperson DiMartino	VOTED
Councilperson Malone	VOTED

Date:

Resolution Number:

Resolution Title: **2014 Local Government Efficiency Grant Proposal**

Project Title: *Infrastructure Rapid Response Team*

Project Description: The proposed project will expand the Department of Public Works ability to address public water and sewer emergencies by developing a rapid response team consisting of multiple Public Works Departments working together to address significant unexpected water and sewer line failures.

WHEREAS, the NAME OF COMMUNITY desires to apply to the 2015 New York State Department of State Local Government Efficiency Grant Program to assist with the creation of a municipal infrastructure rapid response team; and

WHEREAS, the NAME OF COMMUNITY will act as Lead Applicant and oversee project completion for proposed Infrastructure Rapid Response Team project; and

WHEREAS, the NAME OF COMMUNITY will act as a co-applicant and assist with the completion of the proposed Infrastructure Rapid Response Team project; and

WHEREAS, the total funding request shall not exceed \$200,000 per municipality with a required local match of 10% to be divided equally among participating municipalities.

NOW, THEREFORE BE IT RESOLVED, the NAME OF COMMUNITY authorizes the submission of an application by the Lead Applicant to the Local Government Efficiency Grant Program for the 2015 funding year through the New York State Consolidated Funding Application program; and

BE IT FURTHER RESOLVED, that NAME OF LEADING MUNICIPAL OFFICIAL AND TITLE (SUPERVISOR OR MAYOR), is the Contact Person and is authorized to execute all financial and/or administrative processes relating to this grant program; and

BE IT FURTHER RESOLVED, that the acceptance of grant funding from the 2015 New York State Department of State Local Government Efficiency Grant Program be further conditioned on the understanding that that the required local match of 10% for the project will be provided by each participating municipality and divided equally; and

BE IT FURTHER RESOLVED, that upon acceptance of grant funding from the 2015 New York State Department of State Local Government Efficiency Grant Program, the NAME OF COMMUNITY will oversee the completion of the project.

Proposal Completion Timeline

- | | |
|--|-----------------------------------|
| <i>1. Supporting Documentation Completion:</i> | No Later Than June 15, 2015 |
| <i>2. Application Preparation:</i> | No Later Than July 10, 2015 |
| <i>3. Community Application Review Period:</i> | Between July 10 and July 20, 2015 |
| <i>4. Application Revisions:</i> | Between July 21 and July 24, 2015 |
| <i>5. Application Submission:</i> | Between July 25 and July 31, 2015 |

Estimated Cost of Development & Application Completion

- | | |
|---|------------|
| <i>Grant Application Preparation Hourly Rate:</i> | \$75.00 |
| <i>Total Estimated Number of Hours:</i> | 55 |
| <i>Estimated Cost of Application Preparation:</i> | \$4,125.00 |

Targeted Funding Program & Tasks

NYS Department of State

Local Government Efficiency Program – 2015 Consolidated Funding Application

GPI proposes to complete the following tasks related to the completion of the funding application identified above:

Task 1: Data Collection

GPI will work with each participating community to discuss the concept of the shared services agreement, and answer any questions the communities may have regarding implementing the program. Questions and concerns raised by individual communities will be collected and addressed. GPI will also work to collect supporting data and information for the LGE application, including but not limited to: (1) the number of line breaks that occur off-hours; (2) what the present protocols are for responding to an emergency incident; and, (3) inventory of each individual team's equipment to determine if there are any deficiencies.

GPI will also provide a list of supporting documentation required to complete the LGE application to each participating community. Supporting documentation may include, but is not limited to, resolutions of support from each municipality, letters of support from Public Works Departments, labor and fringe rates for involved DPW employees, and more.

Task 2: Data Incorporation

GPI will construct an application to the Department of State's LGE Program through the 2015 Consolidated Funding Application using the data and information collected during Task 1. During proposal construction, GPI will prepare a list of follow up items that require additional information or clarification from one or more participating communities.

Task 3: Community Follow Up

GPI will provide a list of follow up information required or recommended to improve the competitive quality of the LGE application. This list will also be shared with each participating community. Following receipt of this information, GPI will begin incorporating the data and information into the final proposal draft.

Task 4: Supporting Information Completion

GPI will complete and upload all required supporting documentation, including but not limited to copies of municipal resolutions, letters of support from the DPW, letters of support from local legislators, and other information as required by the specific funding program.

Task 5: Application Review

Each participating municipality will have the opportunity to review and comment on the LGE application prior to submission. GPI will incorporate the edits and revisions suggested by the team, and finalize the application for submission. Each participating municipality will receive a copy of the application.

Task 6: Application Submission

GPI will submit the LGE application through the Consolidated Funding Application on behalf of the participating municipalities.

GPI Greenman-Pedersen, Inc.

Engineering and Construction Services

June 1, 2015

Mr. Keith Langley
Supervisor
Town of East Greenbush
225 Columbian Turnpike
Rensselaer, NY 12144

**RE: Funding Opportunity: Troy, East Greenbush and Rensselaer
Local Government Efficiency Program
Tri-City Infrastructure Rapid Response Team**

Dear Keith:

I have been talking to Dan and Tom Kennedy about a great opportunity to share services in the event of an emergency infrastructure failure. We would like to apply for a grant through the DOS Local Government Efficiency program to establish an emergency program for infrastructure repair during extreme weather etc. The following is our proposal (as a team with G.E.M.S.) to apply. Please let me know if you want to meet and get this going.

Greenman-Pedersen, Inc. (GPI) is very interested in assisting Troy, East Greenbush and Rensselaer in preparing a grant application for an important funding opportunity that, if awarded, would establish an intermunicipal program for responding to emergency water and sewer situations where the administration and work forces of all three municipal teams would cooperate together. The program would essentially establish policies and procedures where, in the event of a water main break or other infrastructure failure, appropriate teams and equipment would be deployed.

Each community has staff and equipment that maintain and repair their respective water and sewer systems. However, during severe seasonal periods, such as sub-zero temperatures or flooding, multiple events could coincide that could overwhelm one community. These events require a rapid deployment to reduce the negative impacts to public safety.

We foresee the response plan as requiring: 1) A detailed program, complete with policies and procedures, that would be prepared as part of a legal agreement, 2) An integrated communication system, and 3) A list of implementation needs, including but not limited to any needs for additional equipment.

If interested, we will set up a meeting with representatives from each of the three entities to scope our immediate application needs like resolutions, fundamental program elements, and an estimated budget. The program will fund up to \$12,500 per community (\$37,500 total) with a 50% match requirement to develop the rapid response plan, and an additional \$187,500 per community for implementation measures (communication system, training, personnel costs). There is only a

10% match funding requirement associated with the implementation portion of the proposed project.

As our communities continue to manage aging infrastructure, and changes in weather patterns continue to increase the frequency and magnitude of storm events, the likelihood of increased water and sewer utility failures is foreseeable. The 21st Century solution is having a multi-jurisdictional team that works together to address these failures to ensure timely and efficient response, and to provide the greatest level of public safety.

The planning process will detail the required qualifications and trainings of each team, will detail response protocols as well as construction standards. In addition, the planning process will address training, communication, and prepare a list of standardized equipment required for each individual team. Future funding programs can be targeted to assist with the purchase of this equipment.

The Department of State's Local Government Efficiency grant program is being targeted as the funding resource for this project through the Consolidated Funding Application Round V administered by the Regional Economic Development Councils.

If you require any additional information, please do not hesitate to contact us.

Very truly yours,

GREENMAN-PEDERSEN, INC.



Engineers
Land Surveyors
Planners
Environmental & Safety Professionals
Landscape Architects

Capital District Office

547 River Street

Troy, NY 12180

P: (518) 273-0055 F: (518) 273-8391

www.chazencompanies.com

Hudson Valley Office (845) 454-3980

North Country Office (518) 812-0513

June 10, 2015

Anthony Corellis
Town of East Greenbush Commissioner of Public Works
Town Hall
225 Columbia Turnpike
Rensselaer, New York 12144

*Re: Emergency Evaluation of Old Troy Road / Mill Creek Bridge
Town of East Greenbush, New York
Project No. 31503.05*

Dear Mr. Corellis:

At your request, The Chazen Companies (Chazen) performed an emergency evaluation of the bridge structure along Old Troy Road and Mill Creek in the Town of East Greenbush, Rensselaer County, New York, hereafter referred to as the "subject structure."

We understand that U.W. Marx (Contractor) was retained by the town to perform routine repairs to a damaged guide rail along the bridge structure. Upon reviewing the conditions, the contractor notified the town of a potentially unsafe condition that required an evaluation by a structural engineer.

The subject structure was observed by a Chazen representative on the afternoon of June 10, 2015. Chazen's review was limited to observing the visible portions of the subject structure as they relate to the damaged guide rail and comment in regard to the safety and stability of the guide rail system. We met with Anthony Corellis on site.

The subject structure is a steel bridge with concrete abutments. The bridge deck is comprised of 2x6 lumber stacked vertically and tight together (no gap between members) which are supported by steel beams. The steel beams are the primary load carrying members and are spaced approximately 6'-0" o.c., although we were not able to take field measurements at the time of the evaluation. The wood bridge deck is topped with tar paper and asphalt, which is suspected to be a base and binder of unmeasured depth.

Preliminary Observations/ Assessments and Recommendations

The guide rail along the west side of the bridge appears to have been hit by a vehicle and prompted the repairs by the contractor. See photograph #1:



Photograph #1

From below, we observed that the guide rail post is connected to the wood deck with through bolts and a steel fish plate. At the damaged guide rail post, the 2x6 lumber appears to have failed at the support beam. See photograph #2. It is unclear the extent of the damage of the 2x6 lumber from our initial visit.

The guide rail is not providing adequate protection and should be repaired immediately.

We recommend the placement of traffic cones along the entire west guide rail until the guide rail is repaired.



Photograph #2

In addition, we observed several other deficiencies including deterioration of the primary load carrying steel beams. The steel beams are rusted with delamination and significant section loss. See photograph #3. These steel beams appear to have lost approximately 30-50% of their load carrying capacity due to the deterioration. Considering the beams are not showing signs of vertical displacement, and have been in this condition for some time, it does not appear that the bridge is in a state of collapse due to the deterioration, but likely requires replacement pending a full condition assessment.

We recommend performing a full condition assessment as soon as possible in accordance with the New York State Department of Transportation Bridge Inspection Manual.



Photograph #3

Closure

Our assessment and recommendations contained herein have been prepared in accordance with generally accepted engineering practices and is prepared for the exclusive use of the Town of East Greenbush for this subject structure. This emergency evaluation was limited in nature and included only what was visible from the road. We recommend performing a full condition assessment in accordance with the New York State Department of Transportation Bridge Inspection Manual to evaluate the condition of the bridge and to make recommendations.

Please feel free to contact me directly at (845) 454-3980 if you have any comments or questions regarding this matter.

Sincerely,



Lanson A. Cosh, P.E.
Project Manager / Structural Project Engineer

Reviewed and approved by:



Joseph M. Lanaro, P.E., M.ASCE
Principal
Vice President, Engineering

Cc: Jim Connors P.E.



Proud to be Employee Owned

Engineers
Land Surveyors
Planners
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Hudson Valley Office (845) 454-3980
North Country Office (518) 812-0513

June 11, 2015

Keith Langley
Supervisor
Town of East Greenbush
Town Hall
225 Columbia Turnpike
Rensselaer, New York 12144

*Re: Proposal for Professional Services (Bridge Condition Assessment)
Old Troy Road / Mill Creek Bridge
Town of East Greenbush, Rensselaer County, NY
Chazen Job #: 31503.05*

Dear Supervisor Langley:

As requested by Anthony Corellis, the Chazen Companies (Chazen) are pleased to submit this proposal for professional services for an assessment of the bridge located along Old Troy Road at Mill Creek in the Town of East Greenbush, Rensselaer County, New York (project site). On June 10th, 2015, we responded to a request by Anthony Corellis to conduct an emergency evaluation of the bridge structure after suspect framing conditions were identified by the contractor performing routine guide rail repairs. We prepared an emergency evaluation report (limited to the deficient guide rail conditions) dated June 10, 2015 and identified several deficiencies including inadequate guide rail protection, damaged guide rail post and secondary bridge structural elements, and deteriorated primary bridge structural elements. The emergency report included recommendations to place traffic cones along the west guide rail, to repair the guide rail, and to perform a full condition assessment of the bridge.

The following represents the scope of work you have requested. Please refer to the Fee and Time Schedule Summary table near the end of this proposal for the costs and time schedules associated with these tasks.

TASK 01 – STRUCTURAL CONDITION ASSESSMENT

Scope – Chazen will perform a visual structural condition assessment of the steel bridge (subject structure) located at the project site referenced above. The assessment will correspond to select sections of the New York State Department of Transportation Bridge Inspection Manual (BIM) which

provides a methodology to meet or exceed the requirements of the Uniform Code of Bridge Inspection (UCBI).

It is our understanding that this bridge is not regularly inspected and is a non-mandated UCBI bridge. Therefore, the assessment will correspond to select portions of the “general” bridge inspection guidelines per the BIM. The assessment will include reviewing available record documents, performing a site visit to visually observe the existing conditions using non-destructive means, assessing general condition of the structure and providing condition ratings in accordance with the BIM, identifying observed deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies. If warranted, additional investigations and destructive or non-destructive testing will be recommended in advance of any concept level remedial recommendations. Chazen will record all of our observations, assessments and recommendations in a written report.

Chazen will describe the concept-level recommendations in enough detail to allow the Client to engage a qualified Contractor to review our recommendations and prepare a preliminary cost-estimate / budget for performing the work for the Client’s budget planning purpose. Our concept-level recommendations will not be detailed enough for final bidding, permitting or for construction purposes. Advanced documents for bid, pricing and construction can be advanced as an additional service to be defined.

Limitations – The assessment will only include non-destructive methods of assessment of the bridge structure and support systems that are accessible and visible at the time of our visit. Chazen will not provide scaffolding, lifts or other similar equipment as a part of this assessment. Repair recommendations will be concept-level only and advanced analysis, design, permitting or construction phase work is outside the scope of this assessment. This assessment will not include a load capacity evaluation or issue a load rating to the bridge. This assessment does not include code compliance assessments, and will not identify or test for hazardous materials (asbestos-containing materials, lead-based paint, PCBs, etc.).

This assessment is also limited to the structural systems and does not address hydraulic or high water provisions. If conditions observed suggest that adverse flooding conditions exist, additional services may be suggested.

Deliverables – Chazen will provide the Client with a written report of our observations, assessments, and concept level recommendations and will include a photograph log of conditions. Copies of the report will be delivered in both hard copy and electronically in portable document format (pdf).

PROFESSIONAL SERVICES FEE SCHEDULE

Chazen proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Lump Sum tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed. The proposed schedule is shown and is contingent on obtaining timely access to all areas of the site for inspection.

Fee Schedule Summary

Tasks		Fee Estimates / Proposed Schedules	
Task No.	Task Description	Lump Sum Fee Bill	Projected Start / End Dates
01	Structural Condition Assessment	\$3,400	Start: upon authorization Duration: 4 weeks
Total Professional Service Fee		\$3,400	

Authorization

A copy of Chazen's standard contract is attached for your review and approval. Execution of the contract will be our notice to proceed with the services outlined herein.

Closing

Please feel free to contact me directly at (518) 266 7329 if you have any questions or require clarification of the proposed scope of services offered. Chazen looks forward to the opportunity of working with you on this project.

Sincerely,



Lanson A. Cosh, P.E.
Project Manager/ Structural Project Engineer

Reviewed and approved by:



Joseph M. Lanaro, P.E., M.ASCE
Principal
Vice President, Engineering

cc:
Jim Connors
Proposal Distribution List

AGREEMENT MADE this _____ day of _____ 2015 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA) or Chazen Environmental Services, Inc. (CES), each existing under the laws of the State of New York, with their principal places of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to collectively as "Chazen") and _____ (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated June 11, 2015 which is hereby made a part of this Agreement.

2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

A retainer in the amount of \$_____ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.

4. **PROJECT DOCUMENTS:**

- A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
- B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
- C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
- D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.

5. **INDEMNITY & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:

- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen agrees to indemnify Client against loss caused by the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.

6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.

7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

- 9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

- 10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.

- 11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.

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CLIENT _____

THE CHAZEN COMPANIES

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

AGREEMENT MADE this _____ day of _____ 2015 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA) or Chazen Environmental Services, Inc. (CES), each existing under the laws of the State of New York, with their principal places of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to collectively as "Chazen") and _____ (hereafter referred to as "Client").

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- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
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- 13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

CLIENT _____

THE CHAZEN COMPANIES

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____



North Country Office

375 Bay Road, Queensbury, NY 12804
P: (518) 812-0513 F: (518) 812-2205
www.chazencompanies.com

Hudson Valley Office (845) 454-3980
Capital District Office (518) 273-0055

June 11, 2015

Keith A. Langley, Supervisor
Town of East Greenbush
225 Columbia Turnpike
Rensselaer, NY 12144

RE: Town of East Greenbush Grant Writing and Project Implementation Services

Dear Keith:

We are pleased to assist the Town of East Greenbush with planning and engineering services in support of NYS 2015 Consolidated Funding Applications (CFA). As requested, this proposal outlines specific tasks to support these efforts.

Scope of Services

Task 01 – Identification of Potential Consolidated Funding Applications

We will work with the town department heads to assemble a list of potential CFA projects for the Town's approval. Projects may be derived from the Town's existing planning initiatives (e.g., Comprehensive Plan, Open Space Plan, Route 9 & 20 Design Guidelines Plan, etc.) or projects may be previously/independently identified as Town priorities (please note projects identified through community planning initiatives are more likely to be awarded funding). Because the CFA process provides access to multiple funding sources that have unique submission requirements, we will craft an application that targets only relevant programs. Furthermore, we will work with the Town's designated contact to ensure that key submission information is received by us in a timely manner.

It should be noted that many CFA applications require the authorization of the Town Board (i.e., supporting resolutions). While not required, letters of support from the community and elected officials are also helpful. The Town will be required to obtain these items in a timely manner. In support of this we will provide the Town with sample/relevant resolutions and letters for their use.

Task 02 - Identification of Additional Funding Opportunities

As a part of this task we will periodically review federal, state, regional, county and local agencies for funding opportunities that align with the Town's planning initiatives and/or priorities. Upon request, we will report this information to the Town for their review and consideration.

Professional Services Fee

The fee for identification of priority projects and CFA applications is \$3,500 per application, which will be billed on a Lump Sum Basis. However, if the Town would like us to submit multiple applications for separate projects, we can prepare two (2) CFA applications for \$6,000 (\$3,000 per application). There will be similar economies of scale with additional CFA applications if requested. Please note these fees do not include SEQRA documentation and/or coordination that are sometimes required by funding agencies. We will provide services related to the identification of additional funding opportunities (task 2) at no cost to the Town. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt.

Schedule

As you are aware, the deadline for submitting applications under this year's CFA process is July 29, 2015. We collaborate with Town personnel and do everything that we can to meet this deadline, but we will need to be authorized at the June Town Board meeting in order to have enough time to identify and prepare applications for eligible projects.

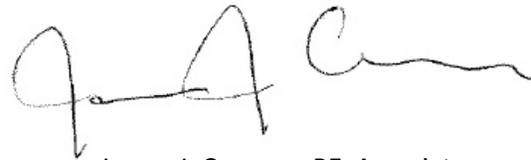
Closing

Please feel free to contact me at (518) 824-1930 if you have any questions or require clarification of the proposed scope of services offered. We would be glad to meet with you to further discuss our approach if deemed appropriate.

If you find this proposal acceptable, and as our authorization to proceed, please review and execute the attached agreement. Chazen looks forward to the opportunity to work with you on this project.



Paul W. Cummings, AICP, LEED AP
Senior Planner



James J. Connors, PE, Associate
Senior Director Engineering Services

cc: Chris Round, AICP, VP of Planning Services
File

Authorized by Keith A. Langley, Supervisor

AGREEMENT MADE this _____ day of _____ 2015 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA) or Chazen Environmental Services, Inc. (CES), each existing under the laws of the State of New York, with their principal places of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to collectively as "Chazen") and The Town of East Greenbush (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated June 11, 2015 which is hereby made a part of this Agreement.

2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

A retainer in the amount of \$_____ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.

4. **PROJECT DOCUMENTS:**

- A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
- B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
- C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
- D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.
5. **INDEMNITY & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:
- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen agrees to indemnify Client against loss caused by the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.
6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.
7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.
8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

- 9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.
- 10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
- 11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
- 12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
- 13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

CLIENT _____

THE CHAZEN COMPANIES

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____



To:Rick Williams

From:Chris Hart

Date:6/11/2015

Re:Old Troy Rd. emergency repair

Material-

1 ea @ \$275.00/ea bridge rail post w/ 4 anchor studs,nuts,washers and channel	\$275.00
6 ea @ \$75.00/ea 3" I posts 7' long	\$450.00
2 ea @ \$93.00/ea new w-beam rail w/ assembly hardware	\$186.00
Total	\$911.00

Installation- remove/dispose damaged rail and bridge post; drill deck and attach new bridge post to bridge deck with backing channel under deck; install 2 new pcs w-beam at bridge; install 6 new posts on all 4 approaches to strengthen approach rail.

Installation price- 6 hrs @ \$254.00/hr rental post pounder w/oper. equipped service truck w/ laborer.	\$1524.00
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Total Project Cost	\$2435.00
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