

1. We do have one question regarding the RFP – on PDF page 6 it states “One (1) original, **five (8)** hard copies and one electronic copy (emailed or on a flash drive) of the proposal must be submitted by **3:00 PM Friday, November 06, 2025.**”

Please submit 8 hard copies.

2. Do you have an anticipated budget that you will be working with, and can you disclose it?

We will be working with an EPA grant of \$300,000.00

3. For Task #3 Community Engagement, under ii – you list the outputs as community involvement plan (1), informational flyer (1) and public meetings (3). Do the numbers represent the total number of engagement activities, or is this per each site. So, for instance, will the Amtrak Site require a community involvement plan, informational flyer and 3 public meetings? We just need to better understand your community engagement plan so we can give you accurate pricing.

The numbers are the minimum required numbers for the overall project.

4. There is mention of a Qualified Environmental Professional. Are you looking for someone who is a certified QEP? Or someone who meets the criteria of a QEP but doesn't have to be certified? Also, if you are looking for someone who is certified, would you consider an Environmental Professional who is in the process of getting certified?

We will evaluate and score all proposals received.

5. Will the City issue a tax-exempt certificate for project expenses?

The City will issue a tax-exempt certificate so that the city does not pay sales tax on the consultant services. However, only purchases completed by the City of Rensselaer directly qualify for tax-exemption.

6. Does the City have any prevailing wage requirements?

No; however, please note there is proposed NYS legislation (S.5379 / A.4914), which has passed with bipartisan support in the State Legislature and now awaits the governor's signature. If passed this legislation will require that workers on brownfields projects be paid prevailing wage on private contracts if the project cost is over \$5 million and at least 30% of the funding came from public sources (including tax credits).

7. Can the City provide a sample consultant agreement?

Yes, see the following pages for a sample agreement that will be used as the basis for the agreement.

8. Can you please provide a copy of the Cooperative Agreement Work Plan for the assessment grant?

Upon consultation with our Technical Assistance to Brownfield Communities provider we are posting our Cooperative Agreement Work Plan on our website.

AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT NO.

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("Agreement"), dated as of the _ between the **CITY OF RENSSELAER**, a municipal corporation of the State of New York, 62 Washington Street, Rensselaer, New York 12144-2696, hereinafter referred to as "City," and _____ having its principal office at _____ hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the City has determined to enter into this Agreement providing for professional services of the Consultant for the purposes set forth herein;

WHEREAS, the City, at its sole discretion, anticipates making individual assignments of work or projects to the Consultant during the term of the Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. SCOPE OF SERVICES.

a. The Consultant shall, upon request of the City, render the professional services described in the Scope of Services attached hereto and made a part hereof as **Exhibit B** (hereinafter referred to as the "Scope of Services").

b. No additional services shall be undertaken unless pursuant to a written contract approved by the City Council.

c. Each individual assignment of work or project, as determined by the City, shall have an individual scope of services, special and additional terms and conditions and associated fees prepared and negotiated between the parties and included as a written supplemental to this Agreement. The Consultant and the official so designated by the City Council shall formally approve each such supplement.

Section 2. CONSULTANT QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS.

a. The Consultant represents and covenants that (i) it is experienced in performing professional environmental assessment work of the types contemplated by the Scope of Services; (ii) at all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and licenses necessary to perform the services described herein; (iii) the Consultant is fully qualified to perform the Scope of Services, with capability to perform the Scope of Services and timely deliver a work product as required by this agreement, (iv) the Consultant will procure and maintain all licenses and permits necessary to perform the work described in this Agreement, and (v) the Consultant will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.

b. Unless otherwise authorized in writing in advance by the City, the persons primarily responsible for performing work under this Agreement, shall be as set forth at **Exhibit C**. Any subcontractors shall be bound by the provisions of this Agreement, such subcontractors and the form of any subcontract shall be subject to prior review and approval by City in its discretion, and any such subcontract shall be deemed to include the Standard Clauses attached hereto as **Exhibit A**.

c. The Consultant represents and warrants that (i) the Consultant has all requisite power and authority to execute, deliver and perform this Agreement; (ii) this Agreement has been duly authorized by all necessary action on the part of the Consultant and has been duly executed and delivered by the Consultant and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of the Consultant; and (iii) the execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Consultant is bound, or to the knowledge of the Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Consultant or any of its activities or properties.

d. The Consultant represents and warrants that it has not entered into any agreement for services with any other party with respect to any activities within or relating to the Scope of Services under this Agreement. The Consultant shall accept no other compensation, directly or indirectly, from any party, other than the City, for any services connected with the work described in the Scope of Services.

e. The Consultant represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Consultant further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision the City shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

Section 3. TERM AND COMPLETION SCHEDULE. The Scope of Services shall commence upon the delivery by the City of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within the initial term set forth at **Exhibit D** ("Initial Term"). The Scope of Services shall be completed within the period specified at **Exhibit D** except as extended by the City in writing. Any extension granted shall be for work and payment purposes only and shall not result in any additional Consultant Costs other than those agreed to herein or by supplemental agreement between the parties. This agreement may be extended for the optional extension periods set forth at **Exhibit D**, upon approval by the City Council. This agreement may be further extended by written addendum upon mutual agreement and as approved by the City Council.

Section 4. REPORTS; RIGHT TO INSPECT. The Consultant shall report to the City as specified at **Exhibit B**. The City staff and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Consultant without additional charge.

Section 5. STANDARD CLAUSES. This Agreement is subject to the terms attached hereto as **Exhibit A** and incorporated herein by reference.

Section 6. DELIVERABLES. The City will cooperate with the Consultant in providing those deliverables specifically listed herein as being necessary to their performance of the subject work and The City will provide deliverables, if any, as specified in **Exhibit B**. In the event that such deliverables are not provided within six (6) weeks of the date hereof, the Consultant may request an extension on the term of this Agreement.

Section 7. FEES AND EXPENSES.

a. As compensation for the Services performed pursuant to this Agreement, including all expenses, the City shall pay the Consultant its fees and expenses as set forth at **Exhibit C**, not to exceed the maximum amount set forth at **Exhibit C** ("Fees and Expenses").

b. The expenses provided for herein shall be limited to the expenses actually and reasonably incurred in connection with the performance of the Scope of Services, of the types listed at **Exhibit C**. Unless otherwise approved in advance by the Mayor, the City shall not pay for the following: (1) travel, except for travel outside of the county of Rensselaer, when requested in writing by the City (2) meal charges, except for actual and reasonable expenses which are required for business purposes, such as expenses incurred while hosting working group meetings or closings; or (3) time spent in preparing bills.

Any reimbursement for travel, meals and lodging shall be made at the actual cost paid, but such reimbursement shall not exceed the prevailing maximum rates established by the New York State Comptroller or any lesser standard rates established from time to time by the City for its own employees. Any travel must be approved in advance by the Mayor. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, expenses shall be billed at the same time as the services to which they relate.

Upon request, the Consultant shall provide the City with detailed documentation substantiating all fees and disbursements. This documentation shall be maintained by the Consultant for a period of six years after the completion of the matter. During that period, the City shall have the right to audit the Consultant's charges.

Section 8. PAYMENT.

a. Work within the Scope of Services shall be billed monthly in accordance with the schedule of hourly rates attached hereto at **Exhibit C** unless otherwise agreed in writing by the City. Upon request, the Consultant shall provide monthly statements with respect to accrued fees and disbursements for any matters subject to a periodic retainer or cap.

b. For any Additional Services agreed by the City and the Consultant to be unrelated to the Scope of Services set forth at **Exhibit B**, the City shall pay for services rendered in accordance with the schedule of hourly rates attached hereto at **Exhibit C**. Prior to undertaking any such Additional Services, the Consultant shall inform the City that such services will be billed as Additional Services, shall provide an estimate of the total fees and expenses to be charged for such Additional Services, and shall obtain the City's written authorization prior to commencing such work. For such other services, the Consultant shall submit invoices not more often than once a month.

c. All statements shall provide (a) the name and position of each individual whose time is billed; (b) the billing rate for each individual; (c) the number of hours expended on behalf of the City on any day that the individual performed services for the City; (d) a brief description of the task(s) performed each day for which time is billed; and (e) the total number of hours billed for services rendered to the City by each individual during the billing period. Copies of detailed documentation substantiating all disbursements

and /or out-of-pocket expenses over \$25 shall be provided to the City. Disbursements and expenses shall be itemized by category. Unless otherwise agreed, any authorized expenses shall be billed at the same time as the services to which they relate. Invoices shall be submitted to the City at the notice address shown below, to the attention of the Richard Van Vorst, Rehabilitation Specialist. The Consultant shall maintain separate billing records with respect to each matter undertaken by the Consultant. At the City's request, the Consultant shall submit invoices on forms provided by the City.

The acceptance by the Consultant of final payment under this Agreement shall operate as and be a release to the City from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Consultant under or in connection with this Agreement or for any part thereof.

Section 9. OWNERSHIP OF DOCUMENTS.

All documents, reports, opinions, source code, system documentation, and other materials prepared for or relating to the Services provided hereunder shall be at all times the sole and exclusive property of the City, and shall be treated as confidential by the Consultant except as expressly authorized by the City. All work products created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the City.

Section 10. INDEPENDENT STATUS; TAXES.

a. The Consultant and their employees, agents, contractors, subcontractors and/or consultants, are independent contractors and not employees of the City. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City.

b. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Consultant, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Consultant for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workers compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

Section 11. INSURANCE.

a. The Consultant shall at all times maintain in force during the term of this Agreement, and shall provide evidence satisfactory to the City, of the following policies of insurance:

- i. Professional errors and omissions insurance with a U.S. domiciled company providing limits of not less than \$1,000,000 per claim, and in the aggregate, with extended reporting period or automatic coverage of not less than two years. If provided as an option, the Consultant shall agree to purchase an extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- ii. Workers' compensation and other statutory coverage required by New York Law without regard to jurisdiction.
- iii. Automobile Liability policies with the limits of not less than \$500,000 for each person or \$500,000 for each accident because of bodily injury, sickness or disease

including death at any time resulting therefrom, sustained by any person, caused by accident or arising out of the ownership, maintenance or use of owned, non-owners, or hired automobiles with minimum limits of \$500,000 for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.

- iv. Comprehensive General Liability Insurance shall be furnished with limits not less than \$1,000,000 Bodily Injury Liability for each person/each accident and \$500,000 Property Damage Liability for Each person/Each Accident.
- v. Such other insurance as shall be required in writing by the City at the City expense.

b. Any policy required to be maintained under this section shall be from a company rated at least AIX by Best's Rating Service and properly licensed in the State of New York, and shall provide that the policy shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the City.

c. Prior to the effective date of this contract, and as a condition precedent to this Agreement, the Consultant shall furnish the City with certificates of insurance listing the City as a certificate holder, and upon demand, shall provide such policies to the City. At least thirty (30) days prior to expiration of any policy required by this Agreement, the Consultant shall furnish the City evidence satisfactory to the City of the continuation of such coverage in accordance with this Agreement.

Section 12. INDEMNIFICATION. The Consultant shall defend and indemnify the City and its officers, employees and agents (the "Indemnified Parties"), and save the Indemnified Parties harmless from any liability, damage, claims, demands, costs or loss arising directly and indirectly out of the Consultant's or its officers', employees', agents', contractors', subcontractors' or consultants' respective negligent acts or omissions pursuant to this Agreement, including without limitation negligent performance of services under this Agreement, and such indemnity may not be limited by reason or enumeration of any insurance coverage required. Negligent performance of services, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon Consultant's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Section 13. RIGHT TO AUDIT AND RECORDS.

a. The Consultant shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the City access thereto for inspection and photocopying at all reasonable times.

b. All receipts and disbursements are subject to audit by the City, and the Consultant agrees to cooperate with any audit of this Agreement undertaken by the City or any entity with jurisdiction to audit the City, including without limitation any granting agency.

Section 14. COMPLIANCE WITH LAW. The Consultant shall comply with all Federal, State and local laws, rules and regulations applicable to performing the Services herein.

Section 15. DEFAULTS AND REMEDIES.

a. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action

available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon thirty (30) days written notice to the defaulting party. If the default is not capable of being cured within thirty (30) days and the defaulting party has commenced cure within thirty (30) days and is diligently pursuing efforts to cure, such thirty (30) day period shall be extended for a reasonable period of time.

b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

c. No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

Section 16. EARLY TERMINATION. The City shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the City without cause under this section, the Consultant shall be entitled to compensation for acceptable completed Services performed through the date of postponement, suspension, abandonment or termination, such Services to be verified by audit. In the event that this Agreement is terminated by the City for any reason, then within ten (10) days after such termination, the Consultant shall make available to the City all records, documents and data pertaining to Services rendered under this Agreement.

Section 17. NOTICES. Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

To the Consultant at:

X

To the City at:

Thomas Hulihan, Director of Planning
City of Rensselaer Planning Office
62 Washington St.
Rensselaer, NY 12144-2696
With a copy to:

Section 18. SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 19. AGREEMENT IS A LEGALLY BINDING CONTRACT. Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

Section 20. NO THIRD PARTY BENEFICIARY. Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

Section 21. NO RECOURSE. All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any member, director, officer, employee or agent of the City in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the City.

Section 22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

Section 23. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT. This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may be amended only upon mutual written agreement signed by both parties.

Section 24. HEADINGS. The headings herein are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**Execution Page for AGREEMENT FOR
CITY OF RENSSELAER, NEW YORK**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

CITY OF RENSSELAER

By: _____
Title: Mayor

as **Consultant**

By: _____
Title: _____

This Agreement consists of the Agreement (10 pages including this execution page), together with the following Exhibits:

EXHIBIT A STANDARD CLAUSES FOR ALL MUNICIPAL CONTRACTS
EXHIBIT B SCOPE OF SERVICES

EXHIBIT C FEES AND EXPENSES

EXHIBIT D TERM AND COMPLETION DEADLINES

BROWNFIELDS
COMMUNITY-WIDE ASSESSMENT
COOPERATIVE AGREEMENT WORKPLAN

June 16, 2025 [Revision #1]

Submitted by:

*City of Rensselaer
Michael E. Stammel, Mayor
c/o Thomas Hulihan, Planning Director
(thomas.hulihan@rensselaerny.gov)
62 Washington Street
Rensselaer, New York 12144*

TO:

Esmeralda Vargas, Project Officer
Environmental Engineer
Land and Redevelopment Programs Branch
Land, Chemicals and Redevelopment Division
U.S. Environmental Protection Agency, Region 2
290 Broadway, 25th Floor
New York, New York 10007
Vargas.Esmeralda@epa.gov
Office: (212) 637-4391

Cooperative Agreement Number:
(will be provided by the U.S. Environmental Protection Agency)

ASSESSMENT WORKPLAN

A Brownfields cooperative agreement recipient (CAR) must develop a workplan prior to the award of any funds. The purpose of this workplan is for the CAR to describe the tasks necessary to implement the project(s) identified in the proposal submitted in the Fiscal Year (FY) 2025 competition for Brownfields assessment grants. The workplan should be consistent with the outline below; however, the CAR may modify as appropriate to fit the activities identified in its proposal. The EPA Project Officer will review and work with the CAR to finalize the workplan and the CAR may not expend any funds to carry out the agreement until the EPA approves the final workplan. The EPA anticipates the project and budget period to be from July 1, 2025, through September 30, 2029.

1. The activities funded under this announcement support Pillar 1: Clean Air, Land, and Water for Every American of [EPA's "Powering the Great American Comeback" initiative](#)

CFDA: 66.818 Multipurpose, Assessment, Cleanup, and Revolving Loan Fund Grants

OBJECTIVE: The Small Business Liability Relief and Brownfields Revitalization Act (SBLBRA) was signed into law on January 11, 2002. The Act amends the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, by adding Section 104(k). Section 104(k) authorizes the U.S. Environmental Protection Agency (EPA) to provide funding to eligible entities to inventory, characterize, assess, conduct planning related to, remediate, or capitalize revolving loan funds for, eligible brownfield sites. The Brownfields Utilization, Investment, and Local Development (BUILD) Act of March 2018 reauthorized and amended the Brownfields provisions of CERCLA. Finally, the Infrastructure Investment and Jobs Act (IIJA) of November 2021 provided additional funding and opportunities for communities to address the economic, social, and environmental challenges caused by brownfields sites. Pursuant to these provisions, EPA conducts annual Brownfields grant competitions. Recipients are selected from applications prepared in accordance with the "Application Guidelines for Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Grants," and submitted in a national competition. The **City of Rensselaer, New York**, as a **general-purpose unit of local government**, was selected for Assessment funding in the FY 2025 competition.

Project Description

The project area lies within the City of Rensselaer, New York, encompassing areas along the Hudson River waterfront and its urban core, including disadvantaged Census Tract 36083051500. The City of Rensselaer, incorporated in 1897 and located on New York's Hudson River, holds a rich industrial legacy. Historically, it was a hub for dye production and the first U.S. site to manufacture aspirin, alongside its prominence in the rail industry connected it nationally and internationally. Despite its economic decline following the closure of major manufacturing facilities, Rensselaer's strategic location offers significant redevelopment potential, especially along the Hudson River waterfront and downtown areas near the Albany-Rensselaer Amtrak Station.

The proposed target area is the disadvantaged Census Tract 36083051500 in the City of Rensselaer, New York. This tract includes sections of the Hudson River waterfront and downtown core, which are critical for economic and community redevelopment. The tract is within the Rensselaer Brownfield Opportunity Area (BOA); as part of that study, a preliminary review of potential brownfields and opportunities for revitalization were identified.

This tract faces significant brownfield challenges, with many sites affected by contamination from prior industrial uses, impacting health, safety, and development potential. Specifically, 118 parcels, totaling 331.23 acres were identified as potential brownfields in the target area due to past spill history, industrial or auto-oriented uses, and/or the presence of past presence of bulk storage facilities.

Environmental hazards, such as residual chemicals, asbestos, and industrial pollutants, limit land usability, deter investment, and threaten public health. Further complicating factors are the location of many of these 118 potential brownfield sites in the floodplain (97 parcels) or along the Hudson River waterfront (17 parcels). Largely due to these contamination concerns and associated investment hurdles, efforts for redevelopment of the properties have often stalled. This EPA Community-Wide Assessment Grant will fund the environmental assessments needed to address these brownfield challenges, unlocking the potential for mixed-use, recreational, and residential redevelopment that will revitalize Rensselaer's economy and enhance the quality of life for its residents.

The target area includes the downtown corridor, waterfront areas, and properties near the Albany-Rensselaer Amtrak Station. This mixed-use redevelopment zone focuses on revitalizing neglected and underutilized properties for residential, commercial, and recreational uses. Located within the Hudson River floodplain, this area also presents unique flood risks and challenges and requires robust planning to incorporate climate resilience into redevelopment initiatives.

Cooperative agreement funding will be used to cover the costs of activities at or in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the cooperative agreement will be carried out by the **City of Rensselaer Project Manager**, assisted by the **Comptroller** and the **City Attorney**, with technical assistance and oversight to be performed by a Qualified Environmental Professional (QEP) and the VCP.

1. FUNDING: \$300,000

2. BUDGET

	Task 1 <u>Program Planning & Management</u>	Task 2 <u>Inventory & Prioritization</u>	Task 3 <u>Community Engagement</u>	Task 4 <u>ESAs</u>	Total
Personnel	\$10,470.00	\$2,409.00	\$6,022.00		\$18,901.00
Fringe Benefits	\$6,178.00	\$1,421.00	\$3,553.00		\$11,152.00
Travel	\$1,925.00				\$1,925.00
Equipment*	- 0 -	- 0 -	- 0 -	- 0 -	- 0 -
Supplies					
Contractual	\$60,000.00	\$12,747.00	\$8,000.00	\$187,000.00	\$267,747.00
Construction					
Other: Conf. Reg.	\$275.00				\$275.00
Total Direct					
Indirect Costs					
Total	\$76,558.00	\$16,577.00	\$17,575.00	\$189,200.00	\$300,000.00

* EPA [defines](#) equipment as items that cost \$10,000 or more. Items costing less than \$10,000 are considered supplies.

* A CAR that uses participant support costs must follow the process described in their EPA-approved workplan (or in a separate process approved by EPA in post-award) for determining the amounts of allowable stipend(s), procedures for accounting for participant support cost payments (including receipts), and documenting that the costs are allowable and do not duplicate other support for the individual(s). Additional information on these requirements for the use of participant support costs is available in [EPA's Guidance on Participant Support Costs](#).

*If personnel costs are part of the approved budget, the level of effort related to the tasks should be described in the workplan. Costs for program management salaries, if they are included in budget, materials and supplies for public meetings, necessary travel and transportation expenses are allowable programmatic costs.

*Your cooperative agreement award Terms and Conditions will have information on eligible costs, and your EPA Project Officer can assist you with questions on eligible activities and costs. Additional information on eligible and ineligible costs may be found in Section G of the [FY25 Frequently Asked Questions for Brownfields Multipurpose, Assessment, and Cleanup Grants](#).

4. WORKPLAN TASKS

Task 1: Cooperative Agreement Oversight

Task 1 - Cooperative Agreement Oversight Subtasks (Milestones)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (environmental results, effects, improvements)	Anticipated Accomplishment Timeline (Month/Year)	Actual Accomplishment Date(s)
<i>Procure Qualified Environmental Professional (QEP)</i>	<i>RFP/QEP contract</i>	<i>November 2025</i>	
<i>Oversee data input into EPA's ACRES database; and submit quarterly, annual, and final performance reports</i>	<i>ACRES and quarterly reports: quarterly and as needed; Annual and closeout reports</i>	<i>Quarterly through grant term</i>	

Task 2 – Site Inventory & Prioritization Subtasks (Milestones)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (environmental results, effects, improvements)	Anticipated Accomplishment Timeline Date(s) (Month/Year)	Actual Accomplishment Date(s)
<i>The QEP will prepare a brownfields site inventory and database for sites in the TAs and the larger City.</i>	<i>Inventory/Database</i>	<i>March 2026</i>	
<i>Properties will be compiled, mapped, and characterized by the City based on the approach identified in Section</i>	<i>Prioritization Matrix</i>	<i>May 2026</i>	
<i>No assessments will be conducted prior to confirming eligibility with EPA.</i>	<i>EPA eligibility determination</i>	<i>July 2026</i>	

Task 3 – Community Engagement Subtasks (Milestones)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (environmental results, effects, improvements)	Anticipated Accomplishment Timeline Date(s) (Month/Year)	Actual Accomplishment Date(s)
<i>Community outreach and education measures to inform and solicit input from stakeholders, citizens, and private investment entities to achieve redevelopment plans with community buy-in and based on common community goals. Outreach and education will occur for both priority and additional sites as part of Task 2.</i>	<i>Community Involvement Plan</i>	<i>March 2026</i>	
	<i>Informational Flyer</i>	<i>May 2026</i>	
	<i>Public Meetings and Open Houses</i>	<i>May 2026 – Project Completion</i>	

Task 4 – Phase I and Phase II Environmental Site Assessments Subtasks (Milestones)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (environmental results, effects, improvements)	Anticipated Accomplishment Timeline Date(s) (Month/Year)	Actual Accomplishment Date(s)
<i>The City will prepare Eligibility Determination (ED) requests for priority sites and sites identified in Task 2.</i>	<i>Eligibility Determination (ED) requests completed</i>	<i>July 2026</i>	
<i>The City and QEP will establish site access agreement with property owners.</i>	<i>Access Agreements signed</i>	<i>September 2026</i>	
<i>The QEP will conduct Phase I ESAs for 6 sites.</i>	<i>Phase I ESAs (8)</i>	<i>October 2026 – December 2027</i>	
<i>Prior to initiating sampling or other field investigation activities, the QEP will prepare a Master Quality Assurance Project Plan (QAPP) for EPA approval.</i>	<i>Master QAPP completed and approved</i>	<i>October 2026</i>	
<i>Phase II ESAs will be advanced at 4 sites, and Regulated Building Materials (RBM) surveys will be advanced at 2 sites, and cleanup plans will be prepared for 4 priority sites.</i>	<i>Phase II ESAs (4)</i> <i>RBM Surveys (2)</i> <i>Cleanup Plans (4)</i>	<i>January 2027 – September 2028</i> <i>June 2027 – September 2028</i> <i>September 2027- September 2028</i>	

Task 5 –Planning for Remediation and/or Redevelopment Subtasks (Milestones)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (environmental results, effects, improvements)	Anticipated Accomplishment Timeline Date(s) (Month/Year)	Actual Accomplishment Date(s)
<i>For Phase II ESA sites, preliminary remediation plans (Analyses of Brownfield Cleanup Alternatives) and cost estimates will be prepared. Alternatives for further environmental investigation &/or remediation will be reviewed.</i>	<i>Preliminary Remediation Plans with Cost Estimates Completed.</i>	<i>June 2027 – September 2028</i>	
<i>City staff and the QEP will work with stakeholders to conduct preliminary redevelopment planning for selected TAs and/or site to explore best reuse and economic potential. This may include reuse plans, marketing/feasibility studies, master plans, infrastructure evaluations, and conceptual development plans</i>	<i>Reuse plans, marketing/feasibility studies, master plans, infrastructure evaluations, and/or conceptual development plans will be completed, as appropriate.</i>	<i>June 2027 – September 2028</i>	

5. PRE-AWARD COSTS

City of Rensselaer requests the approval of pre-award costs for this cooperative agreement. It is estimated we will need **\$2,200.00** to do the following activities: ***send one participant to the Brownfields National Conference August 5-8, 2025 in Chicago, Ill.***

6. QUALITY ASSURANCE

When any environmental data collection is performed as part of any brownfields cooperative agreement, recipients shall have in place an EPA-approved QAPP prior to sample collection. The QAPPs must be consistent with the EPA Region 2 QAPP Toolbox. The documents in the Toolbox can be found at: <https://www.epa.gov/brownfields/region-4-quality-assurance-project-plan-qapp-tool-box>.

*Costs incurred for sampling performed without an approved QAPP are not eligible for reimbursement.

Prior to undertaking Phase II assessments, the City of Rensselaer will prepare and submit a Quality Assurance Project Plan (QAPP) which meets the approval of U.S. EPA Region 2 Brownfields Program. The QAPP will describe the project, the sampling and analytical strategies, and the methods and procedures that will be used in all Phase II assessments. QAPP approval will be obtained prior to performing any field activities.

7. Integrating Sustainability

Projects should demonstrate how aspects of sustainability have been considered or integrated into assessment and planning activities. There are many ways to reduce the environmental footprint of site work including:

- Utilize fuel efficient vehicles
- Reduce miles traveled while conducting site work
- Purchase or lease more sustainable equipment, supplies, and services
- Implement sustainable materials management practices (reduce, reuse, recycle)
- Consider efficiencies to traditional travel or consider alternatives
- Consider other practices that directly reduce water, materials, energy, or air impacts

More information on ways to integrate sustainability: <https://www.epa.gov/sustainability/learn-about-sustainability>
<https://www.epa.gov/sustainability/strategic-approach-sustainability>
<https://www.epa.gov/smartgrowth/tools-and-resources-sustainable-communities>

8. Health & Safety Plans

The CAR must also prepare and follow an OSHA-compliant Health and Safety Plan (HASP). CARs must also submit these to EPA and the State for the Brownfields project file. EPA approval of the HASP is not required.

9. BUDGET JUSTIFICATION WORKSHEET - Attachment 1