

CITY OF RENSSELAER

OFFICE OF THE CITY CLERK

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144

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

AGENDA FOR THE COMMON COUNCIL MEETING MAY 20, 2020

1. A RESOLUTION TO APPROVE LOCAL LAW NO. 3 OF 2020 AS TO SLIDING SCALE TAX EXEMPTIONS FOR DISABLED PERSONS
 2. A RESOLUTION TO APPROVE LOCAL LAW NO. 4 OF 2020 AS TO SLIDING SCALE TAX EXEMPTIONS FOR SENIOR CITIZENS
 3. A RESOLUTION TO APPROVE LOCAL LAW NO. 5 OF 2020 AUTHORIZING POLICE CHIEF TO ACT UNDER STATE LAW
 4. A RESOLUTION WAIVING RELEVY FEES - OFFICE OF THE COMPTROLLER
 5. RESOLUTION DECLARING APPOINTMENT NULL AND VOID
 6. A RESOLUTION TO ACCEPT DONATION AND INCREASE EXPENSE AND REVENUE LINES IN THE CITY BUDGET
 7. RESOLUTION AUTHORIZING BUDGET TRANSFER IN THE FIRE DEPARTMENT DUE TO COVID-19 RELATED EXPENSES
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8. RESOLUTION AUTHORIZING BUDGET TRANSFER IN THE FIRE DEPARTMENT DUE TO COST OF PHYSICALS FOR VOLUNTEER FIRE PERSONNEL

9. RESOLUTION APPROVING AUCTIONEER AGREEMENT BETWEEN THE CITY OF RENSSELAER AND COLLAR CITY AUCTIONS REALTY & MANAGEMENT, INC.

10. RESOLUTION AUTHORIZING THE MAYOR TO SIGN DOCUMENTS TO AFFECT A THREE YEAR TERM AGREEMENT FOR ON-CALL EMERGENCY REPAIR SERVICES FOR THE PUBLIC WORKS, WATER AND SEWER DEPARTMENTS

By Alderperson : _____

Seconded by Alderperson : _____

**A RESOLUTION TO APPROVE LOCAL LAW NO. 3 OF 2020 AS TO SLIDING SCALE TAX EXEMPTIONS FOR
DISABLED PERSONS**

WHEREAS, The City of Rensselaer is desirous of amending Article VI, Section 155-23, of the Code of the City of Rensselaer, New York, relative to the amount of tax exemption for disabled persons with limited income, and

WHEREAS, the Common Council has reviewed Local Law No. 3 of the year 2020, and conducted the required Public Hearing thereon with the consent of the Mayor, and there being no negative comments made thereto, and

WHEREAS, such Local Law appears appropriate in all regards and appears to be in the best interests of the citizens of the City of Rensselaer,

NOW, THEREFORE BE IT RESOLVED, that Local Law No. 3 of the year 2020 is hereby approved and adopted, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to file a duly certified copy of such Local Law with the New York State Secretary of State with such Local Law to take effect as specified thereafter.

Approved as to form and sufficiency
this _____ day of May, 2020

Corporation Counsel

Mayor

CITY OF RENSSELAER

LOCAL LAW NO. 3 OF THE YEAR 2020.

A Local Law To Amend Article VI, Section 155-23, of the Code of the City of Rensselaer, New York, Relative to the Amount of Exemption for Disabled Persons with Limited Income

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

ARTICLE I. INTENT

This Local Law shall be known as Local Law No. 3 of 2020, and shall amend Article VI, Section 155-23, of the Code of the City of Rensselaer, New York, relating to the amount of exemption for disabled persons with limited income. This Local Law amends and supersedes all previously adopted Local Laws concerning such exemptions. The purpose of this Local Law is to assist disabled persons in economic distress so that they are better able to maintain their residences in the City of Rensselaer for the benefit of themselves and their families.

ARTICLE II. LEGISLATIVE ACTION

The Common Council of the City of Rensselaer, New York, hereby amends Article VI, Section 155-23, of the Code of the City of Rensselaer, New York, so as to read as follows:

Effective as hereinafter provided, there shall be an exemption from taxation for general city purposes to the extent of the percentage of assessed evaluation provided in the following schedule, determined by the maximum income exemption eligibility level also provided in the following schedule up to a maximum of 50% of the assessed valuation of real property owned by one or more persons with disabilities, at least one of whom has a disability, and whose income, as hereinafter defined, is limited by reason of such disability:

Annual Income	Percentage of Assessed Valuation Exempt from Taxation
\$29,000 or less	50%
\$29,001 but less than \$30,001	45%
\$30,001 or more but less than \$31,001	40%
\$31,001 or more but less than \$32,001	35%
\$32,001 or more but less than \$32,901	30%

\$32,901 or more but less than \$33,801	25%
\$33,801 or more but less than \$34,701	20%
\$34,701 or more but less than \$35,601	15%
\$35,601 or more but less than \$36,501	10%
\$36,501 or more but less than \$37,401	5%

ARTICLE III. EFFECTIVE DATE

This Law shall take effect on March 1st, 2021 after its filing with the Office of the Secretary of State.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. 3 of 2020 of the City of Rensselaer was duly passed by the Common Council on _____ 2020, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. 3 of 2020 of the City of Rensselaer was duly passed by the Common Council on _____, 2020, and was (approved)(not approved) (repassed after disapproval) by the Elective Chief Executive Officer*, Mayor Michael Stammel, and was deemed duly adopted on _____, 2020.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as Local Law No. ____ of 200__ of the _____ was duly passed by the _____ on _____, 200__, and was (approved)(not approved)(repassed after disapproval) by the Elective Chief Executive Officer*, _____ on _____, 200__. Such Local Law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____, 200__, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. ____ of 200__ of the _____ was duly passed by the _____ on _____, 200__, and was (approved)(not approved)(repassed after disapproval) by the Elective Chief Officer*, _____, on _____, 200__. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____, 200__, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. _____ of 200__ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____, 200__, became operative.

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 200__ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____, 200__, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

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

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

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

(Seal)

Date: _____

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village

Attorney or other authorized attorney of locality.)

State of New York
County of Rensselaer

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

Corporation Counsel

Title

CITY OF: RENSELAER

Date:

By Alderperson : _____

Seconded by Alderperson : _____

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A RESOLUTION TO APPROVE LOCAL LAW NO. 4 OF 2020 AS TO SLIDING SCALE TAX EXEMPTIONS FOR SENIOR CITIZENS

WHEREAS, The City of Rensselaer is desirous of amending Article VI, Section 155-4(B)(1), of the Code of the City of Rensselaer, New York, relative to the amount of tax exemption for senior citizens with limited income, and

WHEREAS, the Common Council has reviewed Local Law No. 4 of the year 2020, and conducted the required Public Hearing thereon with the consent of the Mayor, and there being no negative comments made thereto, and

WHEREAS, such Local Law appears appropriate in all regards and appears to be in the best interests of the citizens of the City of Rensselaer,

NOW, THEREFORE BE IT RESOLVED, that Local Law No. 4 of the year 2020 is hereby approved and adopted, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to file a duly certified copy of such Local Law with the New York State Secretary of State with such Local Law to take effect as specified thereafter.

Approved as to form and sufficiency
this _____ day of May, 2020

Corporation Counsel

Mayor

\$32,901 or more but less than \$33,801	25%
\$33,801 or more but less than \$34,701	20%
\$34,701 or more but less than \$35,601	15%
\$35,601 or more but less than \$36,501	10%
\$36,501 or more but less than \$37,401	5%

ARTICLE III. EFFECTIVE DATE

This Law shall take effect on March 1st, 2021 after its filing with the Office of the Secretary of State.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. 4 of 2020 of the City of Rensselaer was duly passed by the Common Council on _____, 2020, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. 4 of 2020 of the City of Rensselaer was duly passed by the Common Council on _____, 2020, and was (approved)(not approved) (repassed after disapproval) by the Elective Chief Executive Officer*, Mayor Michael Stammel, and was deemed duly adopted on _____, 2020.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as Local Law No. ____ of 200__ of the _____ was duly passed by the _____ on _____, 200__, and was (approved)(not approved)(repassed after disapproval) by the Elective Chief Executive Officer*, _____ on _____, 200__. Such Local Law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____, 200__, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. ____ of 200__ of the _____ was duly passed by the _____ on _____, 200__, and was (approved)(not approved)(repassed after disapproval) by the Elective Chief Officer*, _____, on _____, 200__. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____, 200__, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. _____ of 200__ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____, 200__, became operative.

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 200__ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____, 200__, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

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

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

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

(Seal)

Date: _____

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village

Attorney or other authorized attorney of locality.)

State of New York
County of Rensselaer

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

Corporation Counsel

Title

CITY OF: RENSELAER

Date: _____

By Alderperson : _____

Seconded by Alderperson : _____

#3

**A RESOLUTION TO APPROVE LOCAL LAW NO. 5 OF 2020 AUTHORIZING POLICE CHIEF TO ACT UNDER
STATE LAW**

WHEREAS, The City of Rensselaer is desirous of delegating to the City of Rensselaer Chief of Police the Authority and Power to Request and Grant Police Assistance involving neighboring Municipalities pursuant to New York State General Municipal Law Section 209-m and Section 119-o, and

WHEREAS, the Common Council has reviewed Local Law No. 5 of the year 2020, and conducted the required Public Hearing thereon with the consent of the Mayor, and there being no negative comments made thereto, and

WHEREAS, such Local Law appears appropriate in all regards and appears to be in the best interests of the citizens of the City of Rensselaer,

NOW, THEREFORE BE IT RESOLVED, that proposed Local Law No. 5 of the year 2020 is hereby approved and adopted, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to file a duly certified copy of such Local Law with the New York State Secretary of State with such Local Law to take effect immediately upon such filing.

Approved as to form and sufficiency
this _____ day of May, 2020

Corporation Counsel

Mayor

CITY OF RENSSELAER

LOCAL LAW NO. 5 OF THE YEAR 2020.

A Local Law

To Delegate to the City of Rensselaer Chief of Police the Authority and Power to Request and Grant Police Assistance Involving Neighboring Municipalities Pursuant to New York State Municipal Law Section 209-m and Section

General
119-o

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

ARTICLE I. INTENT

This Local Law shall be known as Local Law No. 5 of 2020, and shall delegate to the City of Rensselaer Chief of Police the authority and power to request and grant police assistance involving neighboring municipalities pursuant to New York State General Municipal Law Section 209-m and Section 119-o. It is the intent of this legislation to delegate to the City of Rensselaer Chief of Police the ability to direct and designate police personnel and resources so as to effectuate all joint agreements currently existing or adopted in the future allowing for the sharing of police personnel and resources with neighboring municipalities pursuant to New York State General Municipal Law Section 209-m and Section 119-o.

ARTICLE II. LEGISLATIVE ACTION

The Common Council of the City of Rensselaer hereby delegates to the City of Rensselaer Chief of Police the authority and power to request and grant police assistance involving neighboring municipalities pursuant to New York State General Municipal Law Section 209-m and Section 119-o.

ARTICLE III. EFFECTIVE DATE

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

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

I hereby certify that the local law annexed hereto, designated as Local Law No. _____ of 2020 of the City of Rensselaer was duly passed by the Common Council on _____ 2020, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. _____ of 2020 of the City

of Rensselaer was duly passed by the Common Council on _____, 2020, and was (approved)(not approved) (repassed after disapproval) by the Elective Chief Executive Officer*, Mayor Michael Stammel and was deemed duly adopted on _____, 2020.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as Local Law No. _____ of 2020 of the _____ was duly passed by the _____ on _____, 2020, and was (approved)(not approved)(repassed after disapproval) by the Elective Chief Executive Officer*, _____ on _____, 2020. Such Local Law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____, 2020, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. _____ of 2020 of the City of Rensselaer was duly passed by the Common Council on _____, 2020, and was (approved)(not approved)(repassed after disapproval) by the Elective Chief Officer*, _____, on _____, 2020. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____, 2020, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. _____ of 2020 of the City of Rensselaer having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____, 2020, became operative.

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2020 of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____, 2020, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

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

certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

(Seal)

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

Date: _____

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

State of New York
County of Rensselaer

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

Corporation Counsel
Title

CITY OF: RENSELAER

Date: _____

By Alderperson : Council As A Whole

Seconded by Alderperson : _____

#4

A RESOLUTION WAIVING RELEVY FEES - OFFICE OF THE COMPTROLLER

WHEREAS, a State of Emergency having been declared in the City of Rensselaer effective and since March 18, 2020 to respond effectively to the COVID-19 Virus crisis, and a further Declaration of State of Emergency having been declared on or about March 23, 2020 to extend for ninety (90) days, without late fees, interest or penalties, the time period for residents of the City of Rensselaer to pay City Municipal Solid Waste, City Sewer and City Water Bills, and

WHEREAS, the Common Council of the City of Rensselaer, given the aforementioned extension to pay City Solid Waste, Water and Sewer Bills, does not want otherwise responsible taxpayers to incur Relevy Fees and Penalties on City Solid Waste, Water and Sewer Accounts that were current as of March 18, 2020 when the State of Emergency was declared, as the relevy of City Solid Waste, Water and Sewer Accounts shall take place on July 1st, 2020, and good cause appearing therefore,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby waives Relevy Fees and Penalties on City Solid Waste, Water and Sewer Accounts that were current as of March 18,2020 for purposes of the July 1st, 2020 Relevy Billing.

Approved as to form and sufficiency
this _____ day of May, 2020

Corporation Counsel

Mayor

By Alderperson : _____

Seconded by Alderperson : _____

RESOLUTION DECLARING APPOINTMENT BY MAYOR NULL AND VOID

WHEREAS, the City of Rensselaer Common Council has determined that pursuant to applicable provisions of the Charter, Code, and/or Rules and Regulations of the City of Rensselaer, the creation of and subsequent appointment to the position of “Administrative Assistant to the Mayor” can only be done with the approval of the Common Council, and

WHEREAS, due to the current financial emergency faced by the City of Rensselaer due to the COVID-19 crisis, and

WHEREAS, a spending freeze was issued to all department heads by Mayor Stammel on May 8, 2020, and

WHEREAS, it being the determination of the Common Council that the creation of a new position and appointment to said position is not in the City's best interests at this time, and

WHEREAS, on or about May 11, 2020 Mayor Stammel unilaterally created the position of “Administrative Assistant to the Mayor” and then appointed an individual to said position without approval of the Common Council, and

WHEREAS, in creating the aforementioned position and appointing an individual to that position, Mayor Stammel attempts to commit the City to an expenditure of approximately \$70,000 per annum, and

WHEREAS, the Common Council issues our deepest apologizes to this individual for the Mayor's reckless, improper, and illegal action, and

WHEREAS, Mayor Stammel was asked by Common Council President Defrancesco on May 13, 2020 to rescind this illegal action in order to mitigate the financial burden to Taxpayers of this City, and

WHEREAS, Mayor Stammel has taken no steps to forthrightly and amicably revolve the matter, and

NOW, THEREFORE BE IT RESOLVED, that the Common Council for the City of Rensselaer hereby declares the creation of and appointment to the new position of “Administrative Assistant to the Mayor” to be null and void, and the employment of the aforementioned individual is disapproved by the Common Council effective no later than Friday, May 22, 2020 for the reasons stated herein.

Approved as to Form and Sufficiency

this ____ day of _____, 2020

Corporation Counsel

Approved By:

Mayor

From: erica.jackson
To: nancy.hardt; michael.mizener; ketura.vics; kyle.woodard; jim.brady; ely.vargas; steven.terry; irene.sorriento; bill.smart; jim.frankoski; firechief
Cc: mike.stammel
Subject: End of Fiscal Year Purchase Orders
Date: Friday, May 8, 2020 8:42:00 AM

Good morning All Department Heads,

On behalf of Mayor Stammel he would like you all to know that as we approach the end of the current fiscal year, please be advised that only emergency Purchase Orders will be processed from now until July 31, 2018. Purchase Orders must contain the reason why the request is an **emergency** and essential to your specific Department.

This procedure also applies to the use of open blanket purchase orders. Please contact the Purchasing office before using and blanket purchase order as the purchase order may be closed out.

Please share this information with your staff. Should you have any questions, contact the Purchasing Agent.

Thank you!!

Erica A. Jackson
Confidential Secretary to Mayor
City Hall - 62 Washington Street
Rensselaer, New York 12144
Office: (518) 462-9511
Fax: (518) 462-9895
Erica.jackson@rensselaer.ny.gov

Sponsored by Alderperson:

Jim Van Vorst

Seconded by:

**A RESOLUTION TO ACCEPT DONATION AND INCREASE EXPENSE AND REVENUE LINES
IN THE CITY BUDGET**

WHEREAS, the City of Rensselaer is desirous of accepting a very nice donation which was received by Mr. Mark Osinsky of Rensselaer, and

WHEREAS, Mr. Orisnsky specifically requests that this donation be made to the Fire Department.

NOW, THEREFORE BE IT RESOLVED that the following increase in Expense and Revenue Lines be authorized:

Increase Revenue	A.0000.2705	Gifts and Donations	<u>+ \$18.00</u>
	Total		+ \$18.00

Increase Expense	A.3140.7440	Fire Dept. Contractual	<u>+ \$18.00</u>
	Total		+ \$18.00

Approved as to form and Sufficiency

On this ____ day of _____, 2020

Corporation Counsel

Mayor

11 7

By Alderperson:

Jim Van Vorst

Seconded By Alderperson:

RESOLUTION AUTHORIZING BUDGET TRANSFER IN THE FIRE DEPARTMENT DUE TO COVID-19 RELATED EXPENSES

WHEREAS, the City of Rensselaer is desirous of making a budget transfer in the Fire Department to cover increased expensed related to the COVID-19 pandemic.

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

FROM:	A.3410.7412	<u>-\$10,000.00</u>	Uniforms
	Total	-\$10,000.00	

TO:	A.3410.7440	<u>+\$10,000.00</u>	Contractual
	Total	+\$10,000.00	

As to form and sufficiency
this __ day of June 2020

Corporation Counsel

Approved by:

Mayor

By Alderperson:

_____ Jim Van Vorst

2

Seconded By Alderperson:

RESOLUTION AUTHORIZING BUDGET TRANSFER IN THE FIRE DEPARTMENT DUE TO COST OF PHYSICALS FOR VOLUNTEER FIRE PERSONNEL

WHEREAS, the City of Rensselaer is desirous of making a budget transfer in the Fire Department to cover cost of physicals for Volunteer Fire Personnel.

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

FROM:	A.3410.7191	<u>-\$4,179.00</u>	Vacation Buy Back
	Total	<u>-\$4,179.00</u>	
TO:	A.3410.7414	<u>+\$4,179.00</u>	Physicals
	Total	<u>+\$4,179.00</u>	

As to form and sufficiency
this __ day of May 2020

Corporation Counsel

Approved by:

Mayor

By Alderperson : _____

Seconded by Alderperson : _____

RESOLUTION APPROVING AUCTIONEER AGREEMENT BETWEEN THE CITY OF RENSSELAER AND COLLAR CITY AUCTIONS REALTY & MANAGEMENT, INC.

WHEREAS, the City of Rensselaer wishes to update the Auctioneer Agreement with Collar City Auctions Realty & Management, Inc., so as to allow Online Auctions and other changes advisable due to the COVID-19 Crisis, and

WHEREAS, the Collar City Auctions Realty & Management, Inc., is a qualified entity to provide such auction services on behalf of the City, pursuant to the terms and conditions contained in the contract annexed hereto, made a part hereof, and incorporated herein by reference, and such service provider will provide to the City all necessary proof of insurance, accreditation and licensing, as well as any other and further necessary documentation, and

NOW, THEREFORE BE IT RESOLVED, that the Common Council for the City of Rensselaer hereby approves and ratifies the attached agreement between the City of Rensselaer and Collar City Auctions Realty & Management, Inc., for auction related services and authorizes the Mayor of the City of Rensselaer to execute such agreement on behalf of the City of Rensselaer.

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

Corporation Counsel

Approved By:

Mayor

CONTRACT FOR SERVICES RELATING TO CITY OWNED REAL PROPERTY, TAX FORECLOSURES AND MANAGEMENT OF FORECLOSED PROPERTIES

THIS AGREEMENT made this 20th day of May 2020.

BETWEEN: City of Rensselaer, a municipal corporation with offices located at 62 Washington Street, Rensselaer, New York, 12144 (hereinafter referred to as the "City");

and

COLLAR CITY AUCTIONS REALTY & MANAGEMENT, INC., a corporation of record within the State of New York with Corporate Offices located at 9423 Western Turnpike, Delanson, New York 12053-2105, (hereinafter referred to as the "Contractor");

WITNESSETH:

WHEREAS, the City is the owner of certain real property acquired through tax sale proceedings and otherwise which it desires to sell through auction services provided by Collar City at live public or online; and

WHEREAS, the Contractor represents and warrants to the City that it is a professional Licensed Auction Company/Real Estate Broker duly licensed and authorized under the laws of the State of New York to conduct auction sales of real property, and that the corporation/Auctioneer is/are competent and qualified to conduct an auction/sale of the City's real property.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. City hereby hires, retains and grants the Contractor the exclusive right to sell regarding the sale of real property:

a. to conduct live public and or online auction(s) of the parcels of real property acquired by the City prior to such auction sale through tax sale proceedings for delinquent taxes and such other properties acquired by the City. The Contractor shall offer each property free from all unpaid taxes, plus interest and penalties thereon, due as of the date of the sale.

2. The Contractor hereby agrees to provide professional auction/real estate brokerage services to the City and conduct the said public auction sale in accordance with the terms of this agreement and applicable federal and state laws, rules and regulations applicable thereto.

3. The Contractor shall conduct live public and or online auction(s) sale(s) on such dates and at such times and places, as may be mutually agreed to in writing between the City and the Contractor. The sale of the properties will take place at a location to be determined mutually by the City and Contractor and all associated costs for services contained herein for Auctioneering Services shall be paid for by the Contractor.

4. Bids:

a. All bids are subject to final confirmation and acceptance by the City Council. The City reserves the right to reject any bid and the Contractor shall be required to clearly state this right of rejection in the terms and conditions. "The City will transfer property to successful bidders by "QUIT CLAIM" Deed. The Contractor shall be responsible for all Deed Preparation, Equalization and Assessment Forms and Transfer Gains Affidavits and further the City shall record all documents and relieves Auction Company from performing any recording duties and fees.

5. The term of this agreement This Contract shall commence on May 20, 2020 and shall remain in full force and effect by automatic two-year renewal periods until such time either party terminates this agreement with 90-days written notice prior to its automatic renewal and this agreement may not be cancelled by either party once work has begun until the process and sale of properties has been completed.

6. The Contractor shall receive as its sole compensation, on all real estate sales, for the services rendered under this agreement, a buyer's premium (add-on to bid price paid directly to Contractor auction and shall be deemed earned upon signing of purchase documents by purchaser) in the amount of 15% (FIFTEEN PERCENT) or \$500.00 minimum, whichever is greater, to be added to the buyer's bid price, plus a \$300.00 administrative fee on all offered and sold properties. The term sold is understood and agreed to be upon approval by the City. The buyer's premium and

administrative shall be paid by the successful bidder/purchaser of the property at live auction or if online post auction and in no event shall the City be liable for payment thereof, unless contractor has produced a ready willing and able buyer and City is unable to transfer title to buyer or if property is used for trade or part of an settlements as well as any reconveyance or pre-auction sale including, but not limited to any adjacent property owner given preference as of the date of this agreement. In this case, and only in this case, City shall be responsible for payment of buyer's premium and administrative fee to contractor or for reimbursement to Purchaser if already paid. The City will not be charged any advertising or expenses for the auction services provided by Contractor. However, the City shall be responsible to bare any costs associated with any required legal advertising or notices.

7. **Redemptions:** Contractor acknowledges that the City may allow property redemptions up to thirty days prior to commencement of the auction(s). In this event, Contractor shall be entitled to a \$500.00 redemption fee from the former property owner that is completing the reconveyance. Such fee shall be collected by the City and paid to the Auction Company. The City and Contractor agree that only the most recent former delinquent owner(s) shall be permitted to redeem any parcel once Contractor receives any auction list from the City.

8. **In the event that a successful bidder refuses** to consummate purchase or forfeits their down payment and buyer's premium and administrative fee paid on any parcel sold at auction, the Contractor shall be entitled to retain the entire full buyer's premium and administrative fee paid by the successful bidder to Contractor not as a penalty, but as liquidated damages. Any and all down payments made by the successful bidder upon said parcel shall be the sole and exclusive property of the City. City expressly agrees and understands that the buyer's premium and administrative fee is the Contractor's sole compensation being paid by the buyer, and the buyer's premium and administrative fee is the sole and exclusive property of the Contractor.

9. **The Contractor agrees** to use his best efforts to obtain the successful bidder's execution of a written contract for the purchase of the subject parcel, as well as payment of the down payment, buyer's premium and administrative fee, prior to the completion of any live auction(s) and as soon as possible post any online auction to be conducted under this agreement. In the event that the successful bidder refuses to execute the written contract and/or refuses to pay the down payment, buyer's premium and administrative fee, the Auction Company shall, again place the parcel up for bid in an attempt to sell the same to a bidder or backup bidder who is willing to perform all obligations necessary to consummate purchase of the parcel from the City, subject to final acceptance of City Council. Contractor and or contractor's agent(s) shall record a backup bidder for each property sold at auction. Upon approval from City, back up bidder shall immediately fall into place, as buyer, if initial buyer from said auction sale fails to perform their contractual obligations previously agreed to in writing and accepted by City. The sale to the backup bidder shall be contingent upon acceptance and approval by the City. In the event online auction services are utilized, the Contractor shall require a two thousand dollar hold on a major credit card that will be charged if the bidder does not perform. In the event of default by bidder, the two-thousand-dollar hold shall be charged and divided equally between the City and Contractor.

10. The Contractor shall, at his sole cost and expense, shall furnish and supply all personnel and equipment and location to conduct the live or online real estate auction(s).

11. The Contractor shall be solely responsible for auction and marketing expenses and shall be responsible for the payment of all advertising and auction expenses submitted to media sources by the Contractor.. **Contractor shall not be responsible for legal advertising associated with the in-rem or other required process.**

12. **Hold Harmless Provision:**

Contractor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the City of Rensselaer. Accordingly, Contractor agrees to indemnify and hold harmless the City of Rensselaer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorney's fees and expenses incurred by the City in connection with a defense of any such claims or causes of actions, which may arise as a consequence of any act or omission on the part of the Contractor, its agents or employees which occurs during the performance of the services to be provided hereunder. Contractor further agrees to maintain during the term of this agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the City, and to provide to the City proof of all such insurance coverage at the time of the execution of this agreement by Contractor.

13. **The Contractor shall have the right:**

(a) **to conduct an exterior on-site inspection** for each parcel to be sold pursuant to this agreement and photograph the same or any buildings thereon:

(b) to place signs and/or posters on the parcels where reasonably possible, with the cost for production and placing such signs to be borne solely by the Contractor.

14. It is understood and agreed by the parties hereto that the amounts received by the Contractor at the auction as the 10% (TEN PERCENT) down payment towards the purchase of the parcels sold there at shall be immediately turned over to the City for deposit in a separate interest-bearing trust account, and all interest accruing on such account shall belong to the City.

15. The parties each acknowledge, covenant and agree that the relationship of the Contractor to the City shall be that of an Independent Contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees as follows; (a) the Contractor will conduct itself in accordance with its status as an independent Contractor; (b) the Contractor will neither hold itself out as, nor claim to be an officer or employee of the City; the Contractor will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

16. The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

17. The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

18. The Contractor shall keep true and correct records of all services furnished pursuant to this agreement, and such records shall be made available to the City for examination and inspection at all reasonable times. Records preservation shall be restricted to copies of purchase contracts, agency relationship and lead paint disclosures.

19. It is understood and agreed by the City that Contractor and Contractor's agents assume no liability to City or any third party with respect to the state of title of any of the real property or otherwise to be sold by the City in connection with this agreement. The Contractor shall not be responsible to verify the marketability of title to any properties be offered at auction during the term of this agreement and hold harmless shall apply to the Contractor in all cases. It is agreed that the Contractor is solely acting as an agent between the City and Purchaser.

20. City acknowledges receipt of agency disclosure notice, as required by the laws governing the State of New York.

21. City agrees to provide Contractor with complete and accurate information regarding any and all properties falling under this agreement, and permit Contractor and Contractor's agents to respond to inquiries resulting from advertisements, mailings, and other methods of marketing the properties. Tax maps, annual tax amounts, assessments, lot sizes, class codes shall be supplied by the City to Contractor or Contractor's agents upon execution of this agreement through GIS shape files containing all pertinent information about the properties that will be supplied to the Contractor by the City, including aerial photographs.

22. Contractor has recommended to City that the City Corporation Counsel be consulted regarding this agreement.

23. The bold type in the paragraphs of this agreement are for convenience only and not to be determined as conclusive as to content; also the words "City," "Contractor," "it" and "his," as used, shall include plural, and all genders, masculine, feminine and neuter. If there is more than one owner, the obligations imposed by this agreement shall be joint and several.

24. If any term of this agreement is determined by a court to be invalid, or unenforceable, the remainder of this agreement shall not be affected.

25. It is the City's decision to sell the properties associated with this agreement. Contractor and Contractor's agents have not in any way influenced City to sell and have made no promises of being able to obtain any certain price for anything sold.

26. This agreement may not be assigned or subcontracted, in whole or in part, by the Contractor.

27. Whenever the term "Contractor" is used in this agreement, such terms shall include and apply to all independent contractors, all officers, directors and agents, if any of the Contractor.

28. **This agreement** may not be amended, modified except by written agreement signed by the Contractor and the City.
29. **This agreement** is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.
30. Contractor shall supply the City will adequate insurance certificates upon request.
31. **This written agreement constitutes the entire contract** between the parties. There are no oral representations or understandings of the parties other than the terms set forth herein. Any changes to be effective shall be in writing and signed by both parties which compromise this agreement. City and Contractor have read and understand this agreement and acknowledge receipt of a signed copy thereof.
32. **City acknowledges and agrees** that, except as otherwise required by law (including the "Freedom of Information Law"), the Contractor's information and documents used within the scope of the sale of properties is proprietary information and the sole and exclusive property of the Contractor and the City agrees not to reproduce use or publish in part or whole Contractor's documents at anytime during this agreement or after it ends, including but not limited to, brochure, additions, deletions, substitutions, signage, media promotion, proposal content, purchase contracts and internet information whether through City or their representative now or in the future without obtaining the express written permission of the Contractor.

33: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 33.1 It is the intent of this provision that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 33.2 No officer, board or agency of a City, town, village, or school district shall make any purchase through the City when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the City.
- 33.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 33.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 33.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax-exempt status.
- 33.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by the City. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, the City, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this City centralized contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year indicated opposite their respective signatures.

NOTE: This agreement, unless otherwise required by law, may not be reproduced or distributed for future use by the City and all contents is/are the sole and exclusive property of the Contractor.

SIGNATORY PAGE

CITY OF RENSSELAER

Date: _____

By _____
Michael Stammel, Mayor

**COLLAR CITY AUCTIONS
REALTY & MANAGEMENT, INC.**

Date: _____

By: _____
Randy Passonno, President

By Alderperson : _____

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Seconded by Alderperson : _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN DOCUMENTS TO AFFECT A THREE YEAR TERM AGREEMENT FOR ON-CALL EMERGENCY REPAIR SERVICES FOR THE PUBLIC WORKS, WATER AND SEWER DEPARTMENTS

WHEREAS, the City of Rensselaer desires to sign a three (3) year term agreement (Master Agreement) with several construction firms to provide emergency repair services on an as-needed, on-call basis, and

WHEREAS, the City published a Request for Proposals for On-Call Emergency Repair Services in the New York Contract Reporter and the Troy Record, and

WHEREAS, the City received five (5) proposals for Emergency On-Call Repair Services, and

WHEREAS, the City has selected the following 4 firms to contract for On-Call Emergency Repair Services based on their experience, expertise, value and availability:

William J. Keller & Sons Constructions Corp.
1435 U.S. Route 9
Castleton on Hudson, NY 12033

American Evergreen, LLC
3 Agway Drive
Rensselaer, NY 12144

Peter Luizzi & Bros. Contracting
49 Railroad Avenue
Albany, NY 12205

Micheli Contracting Corporation.
95 Lawrence Street
Rensselaer, NY 12144

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of Rensselaer does hereby resolve and authorize the Mayor of the City of Rensselaer to negotiate and affect a Master Agreement with each of the above listed firms for a three year term on an on-call basis, as approved by the Common Council.

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

Corporation Counsel

Approved By:



CITY OF RENSSELAER
DEPARTMENT OF PUBLIC WORKS

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

James Brady, Commissioner

May 5, 2020

RE: RFP DPW 2020-01 On-Call Emergency Repair Services

Request for Proposals was submitted by the City of Rensselaer in the NYS Contract Reporter on March 11, 2020 and proposals were received until April 15, 2020. 5 Responses were received by the City. The proposals were reviewed and scored over the course of the following weeks by three different individuals from the DPW and Engineering Departments. Once all Qualification submittals were reviewed and a composite score, and ranking was given to each RFP for a final review by the Selection Committee. After careful review and consideration the following 4 Firms were Chosen:

William J. Keller and Sons, 1435 U.S. Route 9, Castleton, NY 12033

American Evergreen LLC, 3 Agway Drive, Rensselaer, NY 12144

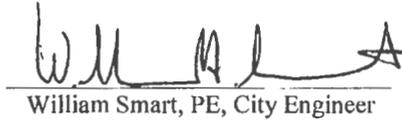
Peter Luizzi and Bros. Contracting, 49 Railroad Avenue, Albany, NY 12205

Micheli Contracting Corp., 95 Lawrence Street, Rensselaer, NY 12144

It is the Committee's recommendation that the above firms be approved for a 3-Year term agreement on an on-call basis as the City's infrastructure or other needs requiring Engineering or Architectural services may require.

Respectfully,


James Brady, DPW Commissioner


William Smart, PE, City Engineer


Mark Hendricks, Engineering Aide