

NANCY E. HARDT
City Clerk

CITY OF RENSSELAER

OFFICE OF
THE CITY CLERK

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144

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

AGENDA
COMMON COUNCIL MEETING
JANUARY 20, 2021

1. A RESOLUTION TO OVERRIDE VETO OF MAYOR OF PRIOR RESOLUTION NUMBER 2 ADOPTED BY COMMON COUNCIL ON JANUARY 6, 2021; "A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 2 OF 2021 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON"
2. A RESOLUTION TO OVERRIDE VETO OF MAYOR OF PRIOR RESOLUTION NUMBER 3 ADOPTED BY THE COMMON COUNCIL ON JANUARY 6, 2021; " A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO.3 OF 2021 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON"
3. A RESOLUTION TO APPROVE LOCAL LAW NO. 1 OF 2021
4. A RESOLUTION TO APPROVE LOCAL LAW NO. 2 OF 2021
5. A RESOLUTION TO APPROVE LOCAL LAW NO. 3 OF 2021
6. RESOLUTION AUTHORIZING AGREEMENT WITH SYSTEMS EAST, INC. FOR THE 2021 CALENDAR YEAR - CITY TREASURER

By Alderperson : _____ COUNCIL AS A WHOLE _____

Seconded by Alderperson : _____

1

A RESOLUTION TO OVERRIDE VETO OF MAYOR OF PRIOR RESOLUTION NUMBER 2 ADOPTED BY COMMON COUNCIL ON JANUARY 6, 2021; "A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 2 OF 2021 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON"

WHEREAS, The Common Council of the City of Rensselaer adopted Resolution Number 2 on January 6, 2021 titled "A Resolution to Approve Proposed Local Law No. 2 of 2021 as to Form and Scheduling a Public Hearing Thereon", and

WHEREAS, the City Common Council having been advised that the Mayor returned a veto message to the City Clerk concerning the aforementioned Resolution, and the City Common Council having now carefully reconsidered such Resolution Number 2, a copy of which is attached hereto;

WHEREAS, the City Common Council being advised that any veto override requires a 2/3 vote of the Common Council, and

WHEREAS, the City Common Council believes Resolution Number 2 adopted on January 6, 2021 is appropriate as to form and substance, and that passage of such Resolution over the veto of the Mayor is in the best interests of the City of Rensselaer, and good cause existing therefore,

NOW, THEREFORE BE IT RESOLVED, that the attached Resolution Number 2 previously adopted by the Common Council on January 6, 2021 is hereby readopted over the veto of the Mayor, pursuant to Section 67 of the City Charter.

Approved as to form and sufficiency
this _____ day of _____, 2021

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	Corporation Counsel
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	Mayor
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	
Vote Totals	Aye	No	Abstain	Absent	
Result					

By Alderperson : Council as a Whole

#2

Seconded by Alderperson : _____

A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 2 OF 2021 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, The City of Rensselaer is desirous of amending Title IV, Section 80, Paragraph 23 of the Charter of the City of Rensselaer, New York, relative to General Legislative Powers of the Common Council, so as to require cooperation and assistance by City Employees to the Common Council Members in the performance of their duties as such Common Council Members, and

WHEREAS, the Common Council has reviewed proposed Local Law No. 2 of the year 2021, and

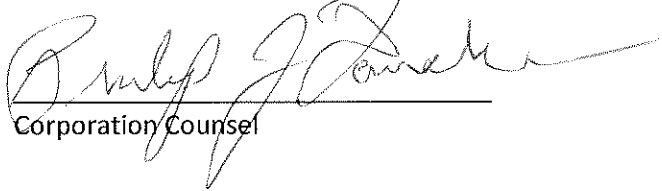
WHEREAS, such Local Law appears appropriate as to form and it appearing appropriate for a Public Hearing to be scheduled so as to consider public comments on such proposed legislation,

NOW, THEREFORE BE IT RESOLVED, that proposed Local Law No. 2 of the year 2021 is hereby approved as to form, and

BE IT FURTHER RESOLVED, that a Public Hearing will be held at 7:00 p.m. on January 20, 2021, at the City Hall of the City of Rensselaer located at 62 Washington Street, Rensselaer, New York, so as to allow the Common Council to hear Public Comment on proposed Local Law No. 2 of 2021, and

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

Approved as to form and sufficiency
this 7th day of January, 2021



Corporation Counsel

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

Mayor



MICHAEL STAMMEL
MAYOR

CITY OF RENSSELAER

OFFICE OF THE MAYOR

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144



(518) 462-9511
Fax: (518) 462-9895

January 11, 2021

City Clerk
City Hall
62 Washington Street
Rensselaer, New York 12144

RE: Veto Message

Dear Clerk,

Pursuant to the Rensselaer City Charter, Section 67, I hereby veto Resolution No. 2, a Resolution to Approve Proposed Local Law No. 2 Of 2021, passed by the Common Council at the January 6, 2021 Meeting.

I object to such Resolution in that I believe such Resolution should require a Charter change by Mandatory Referendum pursuant to Section 23 of the New York State Municipal Home Rule Law in that the proposed Local Law if approved will transfer or curtail the power of an elected officer, the Mayor, all contrary to law without passage pursuant to Mandatory Referendum so as to be legally effective. I stand ready to work with the Common Council on addressing the needs of the residents of the City of Rensselaer as they relate to the subject matter of the vetoed Resolution.

Thank you for your kind attention and assistance.

Respectfully,

Michael Stammel
Mayor

CITY OF RENSSELAER

LOCAL LAW NO. 2 OF THE YEAR 2021.

**A Local Law to Amend Title IV,
Section 80, Paragraph 23 of the
Charter of the City of Rensselaer, New
York, Relative to General Legislative
Powers of the Common Council**

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. 2 of 2021, and shall amend Title IV, Section 80, Paragraph 23 of the Charter of the City of Rensselaer, New York, relating to General Legislative Powers of the Common Council. This Local Law amends and supersedes all previously adopted Local Laws concerning such Paragraph of such Section of the Charter of the City of Rensselaer. The purpose of this Local Law is to specify that all employees of the City of Rensselaer are required to cooperate with and assist the Members of the City of Rensselaer Common Council in the performance of their duties as Common Council Members.

ARTICLE II. LEGISLATIVE ACTION

The Common Council of the City of Rensselaer, New York, hereby amends Title IV, Section 80, Paragraph 23 of the Charter of the City of Rensselaer, New York, so as to read as follows:

1. To manage and regulate the finances; to regulate, dispose and preserve the property, real and personal, of the city, except as otherwise provided in this Act; to perform such other and further duties and to confer such other and further powers and authority upon the several officers, boards and commissions of the city, as they deem proper to perform and execute all the powers, duties and authority conferred upon the Common Council by any of the provisions of this Act and provided for the carrying into effect thereof. It is specifically required that all Employees of the City of Rensselaer cooperate with and assist the Members of the City of Rensselaer Common Council in the performance of their duties as Common Council Members.

By Alderperson : _____ COUNCIL AS A WHOLE _____

Seconded by Alderperson : _____

2

A RESOLUTION TO OVERRIDE VETO OF MAYOR OF PRIOR RESOLUTION NUMBER 3 ADOPTED BY THE COMMON COUNCIL ON JANUARY 6, 2021; " A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO.3 OF 2021 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON"

WHEREAS, The Common Council of the City of Rensselaer adopted Resolution Number 3 on January 6, 2021 titled " A Resolution to Approve Proposed Local Law 3 of 2021 as to form and Scheduling a Public Hearing Thereon", and

WHEREAS, the City Common Council having been advised that the Mayor returned a veto message to the City Clerk concerning the aforementioned Resolution, and the City Common Council having now carefully reconsidered such Resolution Number 3, a copy of which is attached hereto, and

WHEREAS, the City Common Council being advised that any veto override requires a 2/3 vote of the Common Council, and

WHEREAS, the City Common Council believes Resolution Number 3 adopted on January 6, 2021 is appropriate as to form and substance, and that passage of such Resolution over the veto of the Mayor is in the best interests of the City of Rensselaer, and good cause existing therefore,

NOW, THEREFORE BE IT RESOLVED, that the attached Resolution Number 3 previously adopted by the Common Council on January 6, 2021, is hereby readopted over the veto of the Mayor, pursuant to Section 67 of the City Charter.

Approved as to form and sufficiency
this ____ day of _____, 2021

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	_____ Corporation Counsel
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	_____ Mayor
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent	
Vote Totals	Aye	No	Abstain	Absent	
Result					

#3

By Alderperson : Council as a Whole

Seconded by Alderperson : _____

A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 3 OF 2021 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, the City of Rensselaer is desirous of establishing a Local Law to Amend Title II, Section 11 of the City Charter to include an additional qualification for eligibility to hold an elective office in the City of Rensselaer; and

WHEREAS, the Common Council has reviewed proposed Local Law No.3 of the year 2021, attached hereto; and

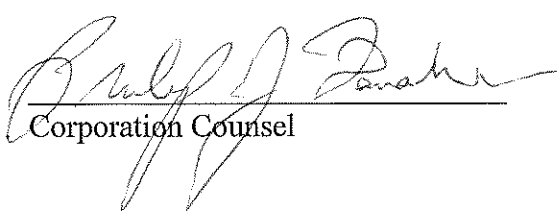
WHEREAS, such Local Law appears appropriate as to form and it appearing appropriate for a Public Hearing to be scheduled so as to consider public comments on such proposed Local Law.

NOW, THEREFORE BE IS RESOLVED, that proposed Local Law No. 3 of the year 2021 is hereby approved as to form; and

BE IT FURTHER RESOLVED, that a Public Hearing will be held at 7:00 pm on January 20, 2021 at the City Hall of the City of Rensselaer located at 62 Washington Street, Rensselaer, New York, so as to the allow the Common Council to hear Public Comment on proposed Local Law No.1 of 2021; and

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

Approved as to form and sufficiency
this 7 day of January, 2021


Corporation Counsel

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

Mayor



MICHAEL STAMMEL
MAYOR

CITY OF RENSSELAER

OFFICE OF THE MAYOR

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144



(518) 462-9511
Fax: (518) 462-9895

January 11, 2021

City Clerk
City Hall
62 Washington Street
Rensselaer, New York 12144

RE: Veto Message

Dear Clerk,

Pursuant to the Rensselaer City Charter, Section 67, I hereby veto Resolution No. 3, a Resolution to Approve Proposed Local Law No. 3 of 2021, passed by the Common Council at the January 6, 2021 Meeting.

I object to such Resolution in that I believe such Resolution should require a Charter change by Mandatory Referendum pursuant to Section 23 of the New York State Municipal Home Rule Law in that the proposed Local Law if approved will transfer or curtail the power of an elected officer, the Mayor, all contrary to law without passage pursuant to Mandatory Referendum so as to be legally effective. I stand ready to work with the Common Council on addressing the needs of the residents of the City of Rensselaer as they relate to the subject matter of the vetoed Resolution.

Thank you for your kind attention and assistance.

Respectfully,

Michael Stammel
Mayor

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one:)

of Rensselaer

Local Law No. 3 of the year 2021

A local law To Amend Article II, Section 11 of the City Charter to Include an Additional Qualification
(Insert Title)
for Eligibility to Hold an Elective Office.

Be it enacted by the Common Council of the
(Name of Legislative Body)

County City Town Village
(Select one:)

of Rensselaer

as follows:

1. No person shall be eligible to hold an elective office in the City of Rensselaer while at the same time holding any elective office of the County of Rensselaer or the State of New York.
2. This qualification shall be in addition to, but not in substitution of any other qualification to hold a City of Rensselaer elective office required by any State or Local law.
3. This local law shall become effective immediately upon filing the same with the Secretary of State of New York.

#3

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

A RESOLUTION TO APPROVE LOCAL LAW NO. 1 OF 2021

WHEREAS, The City of Rensselaer is desirous of amending Title VII, Sections 160, 161 and 162 of the Charter of the City of Rensselaer, New York, relative to Assessment and Levy of Taxes so as to bring such provisions into conformity with the Laws of the State of New York, and

WHEREAS, the Common Council has reviewed proposed Local Law No. 1 of the year 2021, and

WHEREAS, such Local Law appears appropriate as to form and substance, and a Public Hearing having been conducted so as to consider public comments on such proposed legislation,

NOW, THEREFORE BE IT RESOLVED, that proposed Local Law No. 1 of the year 2021 is hereby approved, and

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

Approved as to form and sufficiency
this _____ day of _____, 2021

Corporation Counsel

Mayor

CITY OF RENSSELAER

LOCAL LAW NO. 1 OF THE YEAR 2021.

**A Local Law to Amend Title VII,
Sections 160, 161 and 162 of the
Charter of the City of Rensselaer, New
York, Relative to Assessment and
Levy of Taxes**

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. 1 of 2021, and shall amend Title VII, Sections 160, 161 and 162 of the Charter of the City of Rensselaer, New York, relating to Assessment and Levy of Taxes. This Local Law amends and supersedes all previously adopted Local Laws concerning such Sections of the Charter of the City of Rensselaer. The purpose of this Local Law is to update such Sections of the City Charter so as to be in conformity with the Laws of the State of New York.

ARTICLE II. LEGISLATIVE ACTION

The Common Council of the City of Rensselaer, New York, hereby amends Title VII, Sections 160, 161 and 162 of the Charter of the City of Rensselaer, New York, so as to read as follows:

§ 160. Tax Map.

Pursuant to New York State Real Property Tax Law, Section 503, It shall be the duty of the County of Rensselaer, to prepare and maintain an Official Tax Map for the City of Rensselaer, and provide copies of same to the City Assessor. Every deed or other instrument whereby the ownership of real property within the city shall be changed shall, after the same is recorded by the County Clerk of the County of Rensselaer, be presented by the County to the City Assessor, who shall, without fee, note the transfer of title upon the records of the City Assessor. Every map or plot or subdivision map or plot of real property within the city showing a subdivision of such land into blocks or lots shall be filed in the office of the County Clerk of Rensselaer County, and a copy thereof filed in the office of the City Assessor and the office of the City Clerk. Any

reference to the lot, block, section or other identification numbers of any parcel of real property on the Tax Map shall be deemed sufficient description of such parcel in any assessment roll or in any notice relating to the assessment thereof.

§ 161. Taxable status date.

The taxable status of real property in the city shall be determined annually as of the first day of March. All real property shall be assessed in the city according to its condition and ownership as of such date, in compliance with Article 3, § 302, Subdivision 1, of the New York State Real Property Tax Law.

§ 162. Assessment of county and city taxes.

On or before the first day of May in each year, the Assessor shall prepare an assessment roll of all parcels of real property in the city and forthwith give notice, as required by the Laws of the State of New York, that said roll has been completed and filed, and a copy of such assessment roll shall be also filed in the Office of the City Clerk, in addition to the office of the Assessor, and such roll may be seen and examined in the Office of the Assessor at such times and dates required pursuant to Section 526 of the New York State Real Property Law, and as scheduled by the City Assessor. The Board of Assessment Review will meet on the fourth Tuesday in May from 5:00 p.m. to 9:00 p.m. to hear and determine complaints in relation to said assessment roll. Notice of the aforesaid times, dates and places shall be given by the Assessor on the City website and also by being published at least once in the official newspaper of the city at least 10 days before the fourth Tuesday in May in each year. The final assessment roll shall be filed on or before the first day of July in each year as per the Laws of the State of New York.

ARTICLE III. EFFECTIVE DATE

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

#4

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

A RESOLUTION TO APPROVE LOCAL LAW NO. 2 OF 2021

WHEREAS, The City of Rensselaer is desirous of amending Title IV, Section 80, Paragraph 23 of the Charter of the City of Rensselaer, New York, relative to General Legislative Powers of the Common Council, so as to require cooperation and assistance by City Employees to the Common Council Members in the performance of their duties as such Common Council Members, and

WHEREAS, the Common Council has reviewed proposed Local Law No. 2 of the year 2021, and

WHEREAS, such Local Law appears appropriate as to form and substance, and a Public Hearing having been conducted so as to consider public comments on such proposed legislation,

NOW, THEREFORE BE IT RESOLVED, that Local Law No. 2 of the year 2021 is hereby approved, and

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

Approved as to form and sufficiency
this ____ day of _____, 2021

Corporation Counsel

Mayor

CITY OF RENSSELAER

LOCAL LAW NO. 2 OF THE YEAR 2021.

**A Local Law to Amend Title IV,
Section 80, Paragraph 23 of the
Charter of the City of Rensselaer, New
York, Relative to General Legislative
Powers of the Common Council**

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. 2 of 2021, and shall amend Title IV, Section 80, Paragraph 23 of the Charter of the City of Rensselaer, New York, relating to General Legislative Powers of the Common Council. This Local Law amends and supersedes all previously adopted Local Laws concerning such Paragraph of such Section of the Charter of the City of Rensselaer. The purpose of this Local Law is to specify that all employees of the City of Rensselaer are required to cooperate with and assist the Members of the City of Rensselaer Common Council in the performance of their duties as Common Council Members.

ARTICLE II. LEGISLATIVE ACTION

The Common Council of the City of Rensselaer, New York, hereby amends Title IV, Section 80, Paragraph 23 of the Charter of the City of Rensselaer, New York, so as to read as follows:

1. To manage and regulate the finances; to regulate, dispose and preserve the property, real and personal, of the city, except as otherwise provided in this Act; to perform such other and further duties and to confer such other and further powers and authority upon the several officers, boards and commissions of the city, as they deem proper to perform and execute all the powers, duties and authority conferred upon the Common Council by any of the provisions of this Act and provided for the carrying into effect thereof. It is specifically required that all Employees of the City of Rensselaer cooperate with and assist the Members of the City of Rensselaer Common Council in the performance of their duties as Common Council Members.

By Alderperson

: COUNCIL AS A WHOLE

5

Seconded by Alderperson :

A RESOLUTION TO APPROVE LOCAL LAW NO. 3 OF 2021

WHEREAS, the City of Rensselaer is desirous of establishing a Local Law to Amend Title II, Section 11 of the City Charter to include an additional qualification for eligibility to hold an elective office in the City of Rensselaer; and

WHEREAS, the Common Council has reviewed proposed Local Law No.3 of the year 2021, attached hereto; and

WHEREAS, such Local Law appears appropriate as to form and substance, and a Public Hearing having been conducted to consider public comments on such proposed Local Law.

NOW, THEREFORE BE IS RESOLVED, that proposed Local Law No. 3 of the year 2021 is hereby approved; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to file a certified copy of Such Local Law with the Office of the New York State Secretary of State.

Approved as to form and sufficiency
this ____ day of _____, 2021

Corporation Counsel

Mayor

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one:)

of Rensselaer

Local Law No. 3 of the year 20²¹

A local law To Amend Article II, Section 11 of the City Charter to Include an Additional Qualification
(Insert Title)
for Eligibility to Hold an Elective Office.

Be it enacted by the Common Council of the
(Name of Legislative Body)

County City Town Village
(Select one:)

of Rensselaer

as follows:

1. No person shall be eligible to hold an elective office in the City of Rensselaer while at the same time holding any elective office of the County of Rensselaer or the State of New York.
2. This qualification shall be in addition to, but not in substitution of any other qualification to hold a City of Rensselaer elective office required by any State or Local law.
3. This local law shall become effective immediately upon filing the same with the Secretary of State of New York.

#6

By Alderperson:

COUNCIL AS A WHOLE

Seconded by Alderperson:

**RESOLUTION AUTHORIZING AGREEMENT WITH SYSTEMS EAST,
INC. FOR THE 2021 CALENDAR YEAR - CITY TREASURER**

WHEREAS, the City Treasurer desires to utilize the services of Systems East, Inc. for the 2021 calendar year so as to provide software and software maintenance for tax collection related matters for the City of Rensselaer, and such Company having also provided such services for the City of Rensselaer since 2017, and a copy of the applicable 2021 contract being attached hereto, and the approval of such contract appearing to be in the best interest of the City of Rensselaer, and

WHEREAS, good and valuable consideration being mutually offered and accepted between the Parties as set forth in the Agreement,

NOW, THEREFORE BE IT RESOLVED, that on behalf of the City of Rensselaer, the 2021 Agreement is hereby approved, and the Mayor is authorized to execute such Agreement on behalf of the City of Rensselaer.

Approved as to form and sufficiency
this day of January, 2021

Corporation Counsel

Approved by:

Mayor

City of Rensselaer

**Agreement for
Application Software and
Support Services**

Prepared August 27, 2020





August 27, 2020

Mr. Michael Stammel, Mayor
City of Rensselaer
62 Washington Street
Rensselaer, New York 12144

Dear Mr. Stammel,

Enclosed is the agreement for software support and maintenance for the coming year. As in years past, we offer an economical method for providing required and requested revisions, enhancements, and support for the major software applications you previously acquired from Systems East and continue to employ.

Beyond the services performed specifically for your site, this maintenance agreement entitles you to all software enhancements related to applications that play a vital role in your data processing plan as they continue to allow you and your staff to take advantage of contemporary and cost effective web- and cloud-based technology.

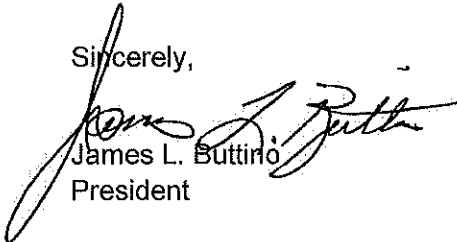
As part of this agreement, Systems East will continue to be available to assist you in your general use our cloud-based products licensed pursuant to an earlier agreement as well as in the resolution of problems if and as required.

Important: To prevent a disruption of services, we must receive a signed contract by December 31st. In the event we do not, services will be suspended until a signed agreement is received.

Should you require a Certificate of Insurance, please contact our Administrative Department, and they will be happy to assist you with this. I once again wish to personally express my appreciation for the opportunity of serving you, your staff, and your associates. We all look forward to continuing this productive relationship into the future.

If any questions or concerns arise as a result of the information contained herein, please remember that we remain continually at your disposal.

Sincerely,



James L. Buttino
President

JLB/jd

Section 1: Scope of Services

Services to be provided by Systems East shall include the following:

Part 1: Application Maintenance and Support

Throughout the course of any given calendar year, several modifications and enhancements of varying magnitude are made to software applications and associated satellites and modules supported pursuant to this agreement. Such revisions are made in response to requests or requirements submitted by clients, modified guidelines suggested or mandated generally accepted accounting procedures, completion of application modules, addition of features, and correction of program aberrations.

Systems East will, on a timely basis, convey to the client any new programs, modifications or enhancements relating to the application systems set forth in Section 4 of this agreement. Such programs, modifications, or enhancements will be delivered on media compatible with the requirements of the client. Revisions will be accompanied by a release document setting forth the procedures for proper installation. The release document shall also describe the changes, use thereof, and their effect, if any, on system use, functionality or performance. This applies to any relevant enhancements conveyed to the client regardless of their origin or purpose. Enhancements of all natures shall, where applicable, include revisions to supplied documentation or manuals as appropriate.

With regard to the various operational integrated applications, Systems East will assist the client in establishing and maintaining the necessary physical and software links as required for the continued effective operations of all systems. These procedures play a critical role in the proper transcription of information between applications.

Part 2: Cloud Hosting of Application and Data

Systems East shall be responsible for securing and maintaining the cloud-based environment which hosts the licensed application software and the information in the possession of Systems East applications, and for providing reliable access thereto by the client. Systems East understands that information hosted on its platform is and shall remain the property of the client, that systems East operates as a fiduciary hereunder, and that it shall not sell or otherwise release hosted information except in accordance with the prescribed functionality of the hosted application software.

Part 3: Consultation, Training, and General System Support

Systems East will provide the following areas of ongoing support to the client regarding software provided by Systems East and the Windows network currently operational at the client's site:

- **General Support:** Systems East will continue to be available to the client as required to assist in general system operation, report distribution and filing, on-line data retrieval, and other areas of system functionality. Systems East personnel will be available for consultation and/or training regarding fundamental use of the any and all products supplied and/or supported by Systems East.
- **Program Support:** Systems East will provide software support when and if required in the event of any problems directly related to or caused by programs provided to the client pursuant to this or any previous agreement between the client and Systems East. Systems East will, in the event of malfunction or failure of any software component or program provided by Systems East, effect and install timely correction to the program or programs involved in such failure.

- **Data Recovery:** In the event that significant data loss or disruption occurs due to failure or malfunction of a program or programs designed and developed by Systems East and provided pursuant to this or any previous agreement between Systems East and the client, Systems East will provide guidance and assistance in the recovery of such lost or damaged data provided that notification to Systems East by the client of loss or disruption occurs within a reasonable time to prevent corruption or extinction of related backup files.
- **Windows Support:** Systems East will continue to be available to assist in the resolution of problems encountered as a result of the use of the Windows OS as it pertains to the products supported pursuant to this agreement. Through involvement in a number of such installations, Systems East is exposed to a variety of situations and problems. By conveying the encapsulated knowledge gained through such exposure, the client will in many instances be able to circumvent similar problems before they arise. In the event that they do, solutions are often at hand instead of days or possibly weeks away.
- **Information Technology Liaison Service:** Systems East will continue to provide services involving the coordination of the needs and efforts of the client with the scheduling and operational considerations of the departments served pursuant to this agreement.

Section 2: General Considerations

Systems East and the client agree to abide by the following general considerations:

- When on-site software installation and/or testing is required, it is expected that adequate computer time will be provided to Systems East staff members between the hours of 8:00am and 5:00pm, Monday through Friday (holidays excluded) as required to accomplish the specified tasks on a timely basis. Machine utilization time frames will be arranged through a coordinated effort between Systems East and the client's designated Information Systems Liaison.
- The client is expected to provide one technically oriented staff member to serve as project liaison. This person will be instructed how to deal with software releases and notifications, and kept abreast of the status of the various aspects of the entire project. Said staff member shall have a general knowledge of the Windows operating system.
- When installing new or revised programs, data files, or batch files, Systems East shall conform to the standards of the client's existing data processing environment with regard to file placement in effect at the time of such installation.
- The client shall not be bound to the use of any or all products conveyed as a result of this contract. It is understood that the client may wish to maintain its own versions of systems or programs involving certain functions and shall be allowed to do so.
- Systems East recognizes the fact that client production functions and processes shall have priority over all systems development and implementation efforts.
- Systems East recognizes that the client's computer equipment is to be used solely for satisfying the needs of the respective client's operations.
- Systems East shall provide technically competent personnel as required to satisfy obligations involved in this contract. No person shall be allowed access to the client's technical equipment or environment unless such assignee possesses the knowledge and skills necessary to safely and effectively program/operate said equipment.
- Conveyance of this network-oriented software must be preceded by the installation of all support products and equipment normally associated with the use and support of such software including but not necessarily limited to operating systems, database management software, source program text editors, a modem, and communications management software. The client shall be responsible for purchasing, leasing, or otherwise obtaining same.
- All software products supplied and/or supported by Systems East shall be treated and considered as proprietary information regardless of the contract period. Acceptance of this contract entitles the client to the full and unlimited use of any and all software supplied provided said program products are used on location at the client's office building on one file server in support of government operations. No dissemination of program products conveyed as a result of this contract shall be permitted by employees or agents of client without express written consent from Systems East. The specific list of products shall include programs, batch files, icons, documentation, and other materials related to the application systems and software delivered or supported as a part of this agreement as set forth in Section 4 hereof and any additional products developed and delivered to the client by Systems East pursuant to this or any previous agreement.
- The client is entitled to a permanent license for use of all software developed by Systems East and specifically mentioned in Section 4 herein regardless of the status of any maintenance agreement with Systems East.

- It is understood and agreed by the parties hereto that all claims for payment by Systems East hereunder are expressly made subject to monies made available for this agreement through budget adoption or transfer of funds and that the client shall incur no liability for any such payments beyond the monies so appropriated. It is further understood that this agreement and acceptance of relevant services provided pursuant to same shall in no way cause an obligation on the part of the client to consider similar agreements in the future or appropriate monies for such agreements.
- In the event that maintenance or support is required for products developed by Systems East, Inc. and licensed to the client but not included in the scope of this agreement, services shall be available to the client at our prevailing hourly rate, provided such products are still actively supported by Systems East, Inc. Notification to Systems East, Inc is to be in writing or by delivery of a signed Systems East work order. Systems East, Inc. will provide estimates in advance upon request.
- In the event that this agreement for services is not executed by the indicated service commencement date with at least one original copy on file at the offices of both parties hereto, and further in the event that the client either requests or accepts services performed by Systems East in good faith during the calendar year for which such services would be purchased hereunder, it is understood that monies owed by the client to Systems East as described in the "Statement of Acceptance" herein shall become due and payable in accordance as set forth therein.
- This agreement may be terminated or reassigned through written notification by the initiating participant to the other participant. In the event of such action, written notice of such intent, signed by the appropriate duly authorized municipal or corporate officer, shall be delivered to the other participant by certified mail at least 60 days prior to the date of such intended cancellation. Further and in the event of a premature cancellation by the client, the client agrees to pay to Systems East all monies as described and set forth herein for uninterrupted months in which services were provided. The amount due to Systems East for the final (partial) month of service shall be derived by dividing the calendar day of the month of cancellation by the number of days in the month of cancellation, such quotient being multiplied by the monthly fee set forth herein.

Section 3: Benefits of Subscription

By enrolling in this support and development plan the client is assured of the following benefits.

- **Improved Information Systems Cost/Performance Ratio:** Systems East provides staff experienced in relevant areas such as information technology, accounting, real property tax administration, and many other functions common to the client environment, yet these services are available at a cost far less than a programmer/analyst position.
- **Increased Level of Sophistication:** Systems East will continue to provide properly tested, user-oriented software aimed at increasing productivity and reducing costs. All software products are extensively tested prior to release for use by our clients.
- **Increased Staff Mobility and Productivity:** Any IT staff member will eventually reach a point of saturation as system workloads increase. By relieving the programmer/analyst of the task of maintaining or modifying operational software, Systems East enables your existing staff to engage in other equally productive activities.
- **Conservation of Tax Dollars through Reduction in Redundant Efforts:** Programs licensed through Systems East will be written or modified only once, yet their benefits will be realized by all subscribing clients. Subscribers conserve funds by contributing towards only a portion of the related costs instead of bearing the entire burden.
- **Participation in the Systems East Shared Services Model:** Systems East recognizes that your continuing commitment to information technology requires a sizable investment. Shared Services provide an economically feasible pathway for timely achievement of goals relating to application software deployment and support. We have found that is best be achieved by:
 - » Researching, incorporating, and deploying contemporary, cost-effective technology
 - » Providing and maintaining effective vertical application software, eliminating the need for costly software design and development staff in your client
 - » Pooling efforts to eliminate redundancy
 - » Demonstrating additional methods of effective software, staff, and equipment utilization
 - » Employing the use of software products aimed at increasing both end-user and machine productivity.
 - » Disbursing the cost of services over several participating clients.

We are confident that you will continue to realize how these and other benefits far outweigh the cost of subscription.

Section 4: Contractual Term and Cost

Services will be contracted for a period of twelve months commencing January 1, 2021.

Important: To prevent a disruption of services, we must receive a signed contract by December 31st. In the event we do not, services will be suspended until a signed agreement is received.

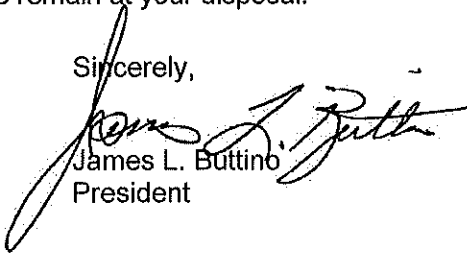
For the term, based on the categories and items mentioned in this proposal, we are able to offer the following at the fixed fee indicated:

- TCS.Web Support and Maintenance\$6,656.00

TOTAL: \$6,656.00 (expenses included)

We look forward to the opportunity of working with you and your associates. With direction and an effectively coordinated effort, it is possible to achieve impressive results at a fraction of the cost. If questions arise or additional information is required, we remain at your disposal.

Sincerely,



James L. Buttino
President

Section 5: Statement of Acceptance

WHEREAS, the City of Rensselaer, New York has obtained automated data processing equipment capable of meeting the growing needs of the client, and

WHEREAS, the City of Rensselaer currently and regularly uses various software systems developed, supplied, and supported by Systems East, Inc. of Cortland, New York, and

WHEREAS, the City of Rensselaer is desirous of retaining Systems East for the purpose of software maintenance and general system support,

NOW, THEREFORE, it is mutually agreed as follows:

Systems East, Inc. shall provide to the City of Rensselaer the services outlined in the "SCOPE OF SERVICES" of the attached contract.

- The City of Rensselaer and Systems East, Inc. shall both recognize and abide by the rules found in the "GENERAL CONSIDERATIONS" section of the attached contract.
- Total consideration for the software and services set forth in this agreement shall be **\$6,656.00**. Consideration shall be remitted to Systems East by the City of Rensselaer within thirty days of invoicing.
- This agreement shall terminate December 31, 2021.

(seal)

CITY OF RENSSELAER

By: _____
Michael Stammel, Mayor

(seal)

SYSTEMS EAST, INC.

By:  _____, PRESIDENT
James L. Buttino, President

EXHIBIT A
STANDARD TERMS AND CONDITIONS – SYSTEMS EAST, INC.

1. **Definitions.** The following capitalized terms used in this Agreement have the following meanings:

(a) "Agreement" means the Scope of Services and all attachments and exhibits.
(b) "Client" means the party entering into this agreement with Systems East, Inc..
(c) "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential.

(d) "Deliverables" means those deliverables specifically described in this Scope of Services or on any subsequent Work Authorization and all software documents, text, photographs, video, pictures, animation, sound recordings, computer programs, and any and all other works of authorship provided or developed by Systems East, Inc., its affiliates, sub-contractors, agents or licensors, together with all images, likenesses, voices, and other characteristics contained therein, including any and all Intellectual Property Rights therein delivered to Client pursuant to this Scope of Services and/or any subsequent Work Authorization.

(e) "Intellectual Property Right" and "Intellectual Property Rights" means: (a) all copyright rights under all copyright laws of the United States and all other countries for the full term thereof (and including all rights accruing by virtue of bilateral or international copyright treaties and conventions), including, but not limited to, all renewals, extensions, reversions or restorations of copyrights now or hereafter provided by law and all rights to make applications for copyright registrations and recordation's, regardless of the medium of fixation or means of expression; (b) all rights to and under new and useful inventions, all improvements thereof and all know-how related thereto, including all letters of Patent and applications for letters of Patent in the United States and all reissues, extensions, renewals, divisions and continuations (including continuations-in-part) thereof, for the full term thereof; (c) all trade secrets, know-how, trade dress, techniques, concepts, trademarks and service marks; and (d) all Confidential Information of the Parties.

(f) "Trade Secrets" means information which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. **Copyright.** The Software is protected by United States Copyright law and trade secret law, and by international treaty provisions. All rights not expressly granted to Client herein are expressly reserved by Systems East, Inc. Client may not remove any proprietary notice of Systems East, Inc. from the Software.

3. **Warranties and Representations.**

(a) Client represents and warrants that it has the power and authority to enter into this Agreement. Client agrees to defend, indemnify, and hold harmless Systems East, Inc., its officers, directors, employees, agents and subcontractors for any losses, costs, damages, liabilities, and expenses (including attorneys' fees and court costs) arising out of any breach of these warranties and representations.

(b) Systems East, Inc. represents and warrants that: (1) it has the power and authority to enter into this Agreement; (2) that it will deliver the Services in a competent and professional manner and in conformity with the timeline set forth in this Scope of Services. Systems East, Inc. agrees to defend, indemnify, and hold harmless Client, its officers, directors, and employees for any losses, costs, damages, liabilities, and expenses (including attorneys' fees and court costs) arising out of any claims, suits or proceedings alleging facts that would be a breach of these warranties and representations.

(c) SYSTEMS EAST, INC. RELIES ON THE INTERNET AND, THEREFORE, IS PROVIDED "AS IS" AND SYSTEMS EAST, INC. CANNOT AND DOES NOT GUARANTEE THE SOFTWARE WILL PERFORM ERROR-FREE OR BE ACCESSIBLE AT ALL TIMES. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN SUBSECTION (b) OF THIS SECTION, SYSTEMS EAST, INC. DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability.

(a) EXCEPT WITH RESPECT TO LIABILITY ARISING FROM SYSTEMS EAST, INC.'S NEGLIGENCE OR MISCONDUCT, IN NO EVENT WILL SYSTEMS EAST, INC. BE LIABLE TO CLIENT FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF CLIENT'S USE OF THE DELIVERABLE OR ANY OF THE SERVICES, EVEN IF SYSTEMS EAST, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SYSTEMS EAST, INC. DUTY TO INDEMNIFY THE CLIENT UNDER THIS PROVISION SHALL BE LIMITED TO THE AVAILABLE PROCEEDS OF INSURANCE COVERAGE.

(b) In the event Systems East, Inc.'s fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material or internet access, or by any other cause not reasonably within System East, Inc.'s control, this Scope of Services shall not terminate because of such prevention or delay.. Systems East, Inc. shall not be liable for breach of any provisions or implied covenants of this Scope of Services when such services are so prevented or delayed.

5. Insurance. Systems East, Inc. shall maintain a general liability policy and will provide the Client with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. Systems East, Inc. agrees to have Oneida County named as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

6. Non-Disclosure and Confidentiality.

(a) Each party hereunder may disclose to the other party certain Proprietary Information of such party. For purposes of this Agreement, "Proprietary Information" means the other party's Trade Secrets and Confidential Information. "Owner" refers to the party disclosing Proprietary Information hereunder, whether such disclosure is directly from Owner or through Owner's employees or agents. "Recipient" refers to the party receiving any Proprietary Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

(b) Recipient agrees to hold the Proprietary Information disclosed by Owner in strictest confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Owner to any third party, or utilize the Proprietary Information disclosed by Owner for any purpose whatsoever other than as expressly contemplated by this Agreement. With regard to the Trade Secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to the Confidential Information, the obligations in this Section shall continue for the term of this Agreement and shall survive the termination of this Agreement. The foregoing obligations shall not apply if and to the extent that: (i) the information communicated was already known to Recipient, without obligations to keep such information confidential, at the time of Recipient's receipt from Owner; (ii) the information communicated was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; or (iii) the information communicated was publicly known at the time of Recipient's receipt from Owner or has become publicly known other than by a breach of this Agreement.

7. Term and Termination.

(a) The term of this Agreement shall continue until this Agreement is terminated pursuant to the terms of the Scope of Services as provided hereunder. Either Systems East, Inc. or Client may terminate this Agreement at any time upon the occurrence of one or more of the following events: (i) completion of services; (ii) end of any license term; (iii) mutual written agreement of the parties to terminate; (iv) upon petition by one of the parties for bankruptcy or assignment for benefit of creditors; or (v) upon the other party's breach of any of its representations, warranties or performance obligations hereunder, which such breach is not or cannot be remedied with fifteen (15) days of the non-breaching parties delivery of a written notice of breach to the breaching party or (vi) 30 days written notice by either party to the other.

(b) Should Client terminate this Agreement prior to the date the Services are completed, and such termination is not the result of Systems East, Inc.'s breach of its warranties, representations, or performance obligations, Client shall, in addition to any monies paid or owed by Client to Systems East, Inc., pay Systems East, Inc. an early termination fee equal to fifty percent (50%) of the remaining fee balance set forth in the Schedule of Compensation as applicable.

(c) Upon termination by either party, Systems East, Inc. will make every reasonable effort to provide the Client with a copy of their Data upon request and pursuant to billable time. Client acknowledges that it has ongoing access to the data and responsibility to download that Data on a schedule defined by it as sufficient to keep its copy of the data up to date.

(d) These terms and conditions shall survive termination of this Agreement.

8. Publicity. Systems East, Inc. and the Client agree that they will not use each other's name, trademark or service mark and will not disclose the existence of the contractual relationship in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent and

agrees that Systems East, Inc. complies with its obligations respecting non-disclosure of Client's and Client's Proprietary Information.

9. Miscellaneous.

(a) The Scope of Services, including all Exhibits attached thereto, expresses the complete and final understanding with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating hereto.

(b) Except pursuant to court order or as otherwise required under judicial or regulatory proceedings, neither party shall disclose the pricing or other terms and conditions of this Agreement without prior written consent of the other party.

(c) Client may not assign, transfer or pledge this Agreement, or any interest, license or rights herein, in any manner, without the prior written consent of Systems East, Inc. Systems East, Inc. may assign certain of its responsibilities and duties to third parties, as Systems East, Inc. deems appropriate only upon written notice to Client.

(d) Systems East, Inc. understands that it is an independent contractor and this Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship between the parties or to authorize any party to enter into any commitment or agreement binding on the other.

(e) Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition.

(f) If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

(g) Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, default by subcontractors or suppliers, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, flood, epidemic, restrictions, strikes, and/or freight embargos. Nothing in this subsection shall be construed to relieve Client of its payment obligations hereunder.

(h) All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, receipted facsimile transmission or receipted commercial courier to the attention of the person executing this Agreement on behalf of the receiving party and addressed as set forth on the cover page of the Scope of Services. If delivered by hand, telex, telegraph, facsimile or like method of transmission, the date on which a notice is actually delivered shall be deemed the date of receipt and if delivered by mail, the date on which a notice is actually received or the fifth day after the notice is mailed, whichever occurs first, shall be deemed the date of receipt. Either party may change the address or designated person for receiving notices by providing notice in accordance with this Section.

(i) This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New York without regard to its rules governing conflicts of law. In the event of a dispute between the parties where the parties are unable to reach a mutually agreeable resolution, the dispute shall be submitted to binding

arbitration under the commercial arbitration rules of the American Arbitration Association then in effect; provided, however, that the parties may seek injunctive or other equitable powers from a court of appropriate jurisdiction. Arbitrations shall take place in a place mutually agreed to by both parties; such arbitrator shall have experience in the area of software technology. After the hearing, the arbitrator shall decide the controversy and render a decision setting forth the issues adjudicated, the resolution thereof and the reasons for the award. The award of the arbitrator shall be conclusive. Payment of the expenses of the arbitration, including the fee of the arbitrator and attorneys, shall be assessed by the arbitrator based on the extent to which each party prevails.

(j) This Agreement shall be binding upon and inure to the benefit of each party and their respective heirs, successors and assigns.

(k) This Agreement cannot be modified except by a written agreement signed by both Systems East, Inc. and Client.

EXHIBIT B - AUTHORIZATION

This Work Authorization ("Work Authorization") is being entered into pursuant to the attached agreement by and between Systems East, Inc. and Client (the "Agreement"). Unless otherwise specifically noted herein, the following licensing fees or customization and development services (the "Additional Services") are provided pursuant to the terms and conditions of the Agreement.

1. Additional Services or licenses: None
2. Fees: As set forth in the *Statement of Acceptance*
3. Timeline: As set forth in the contract term as stated herein

SYSTEMS EAST, INC.
50 Clinton Avenue
Cortland, NY 13045
(607) 753-6156

SYSTEMS EAST, INC.
... home of **Xpress-pay**

Scan to pay:



INVOICE

BILL TO

Mr. Michael Stammel
City of Rensselaer
62 Washington Street
Rensselaer, New York 12144

INVOICE # 131986
DATE 01/13/2021
DUE DATE 01/31/2021
TERMS Due on receipt

PROJECT

Annual Maintenance

DATE	QTY	DESCRIPTION	RATE	AMOUNT
	1	MaintTCS Maintenance and support agreement for Total Collection Solution as per contractual agreement	6,656.00	6,656.00

See below for online eCheck payment

BALANCE DUE

\$6,656.00

NOTE - Click this link to pay online: <https://pay.xpress-pay.com/org/F99E77F49E56498>