

## 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 DECEMBER 16, 2020

- 1. RESOLUTION TO APPROVE LOCAL LAW NO. 10 OF 2020 PROHIBITING COMMERICAL VEHICLES ON CITY STREETS AND HIGHWAYS
- 2. A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 1 OF 2021 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON
- 3. A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 2 OF 2021 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON
- 4. A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 3 OF 2021 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON
- 5. A RESOLUTION ACCEPTING DONATIONS AND INCREASING FUNDS
- 6. A RESOLUTION AMENDING THE 2020-2021 BUDGET, ACCEPTING DONATION, AND AUTHORIZING A BUDGET AMENDMENT
- 7. A RESOLUTION AUTHORIZING AGREEMENT WITH GILA, LLC DBA MSB RELATIVE TO CHARGE CARD TRANSACTIONS FOR CITY OFFICES
- 8. A RESOLUTION AUTHORIZING AGREEMENT WITH PITNEY BOWES FOR EQUIPMENT LEASE-CITY CLERK
- 9. A RESOLUTION COMMENDING THE CITY OF RENSSELAER EMPLOYEES AND CLOSING OFFICES AT NOON ON DECEMBER 24 AND DECEMBER 31, 2020
- 10. RESOLUTION AUTHORIZING TRANSFER TO THE FIRE DEPARTMENT



•						_
By Alderpe	erson		;		1,1,1111,111,111	LEAHEY
Seconded	by Aldei	rperson	:	<u></u>		•
A RESO	LUTION	TO APP		:		. LAW NO. 10 OF 2020 PROHIBITING COMMERCIAL TREETS AND HIGHWAYS
W	HEREAS	, The Cit	y of Rensse	elaer	is desiro	us of establishing a Local Law to prohibit commercial
						New York State Vehicle and Traffic Law Section 1640
						ets and to avoid possible danger to the Public from
•						ighways, and
w	HEREAS,	the Cor	nmon Cou	ncil h	as reviev	ved proposed Local Law No. 10 of the year 2020, and
· Wi	HEREAS,	such Lo	cal Law ap	pears	s approp	riate as to form and effect, and a Public Hearing
having bee	n condu	cted so	as to consi	der p	ublic cor	nments on such proposed Local Law, and good cause
appearing	therefor					
NC	W, THE	REFORE	BE IT RESC	OLVE	<b>D,</b> that p	roposed Local Law No. 10 of the year 2020 is hereby
approved,	and					
BE	IT FURT	HER RES	<b>OLVED,</b> th	at th	e City Cl	erk is hereby authorized and directed to file a
certified co	py of su	ich Local	Law with t	the O	Office of t	he New York State Secretary of State with such Local
Law to be e	effective	immedi	ately upon	such	n filing.	
						Approved as to form and sufficiency this day ofDecember, 2020
<u> </u>						
James Van Vorst	□ Aye	□ No	□ Abstain	0	Absent	Corporation Counsel
Dave Gardner	□ Aye	□ No	□ Abstain	0	Absent	
Bryan Leahey	□ Aye	□ No	🗆 Abstain	0	Absent	
James Casey	□ Aye	No-	D Abstain	0	Absent	Mayor

+a No

□ No

No

'n Aye

□ Aye

Aye

Eric Endres

Vote Totals

Result

Margaret Van Dyke

John DeFrancesco

□ Abstain

D Abstain

□ Abstain

Abstain

□ Absent

□ Absent

a Absent

Absent

#### CITY OF RENSSELAER

**LOCAL LAW NO. 10 OF 2020** 

A LOCAL LAW PROHIBITING TRUCKS, COMMERCIAL VEHICLES, TRACTOR-SEMI-TRAILER COMBINATIONS, AND TRACTOR-TRAILER-SEMI-TRAILER COMBINATIONS FROM CERTAIN STREETS AND HIGHWAYS IN THE CITY OF RENSSELAER PURSUANT TO SECTION 1640 (a)(5) OF THE NEW YORK STATE VEHICLE AND TRAFFIC LAW, AND AS DESIGNATED ON SCHEDULE "A" AS ATTACHED HERETO AND MADE A PART HEREOF.

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

Section 1. Purpose.

The City of Rensselaer recognizes the potential for dangerous and unsafe conditions for its residents as a result of trucks, commercial vehicles, tractor-semitrailer combinations, and tractor-trailer-semi-trailer combinations from utilizing certain streets and highways in the City as designated on Schedule "A" attached hereto and made a part hereof.

Section 2. Restrictions.

The City prohibits trucks, commercial vehicles, tractor-semi-trailer combinations, and tractor-trailer semi-trailer combinations from utilizing certain streets and highways in the City of Rensselaer pursuant to Section 1640 (a)(5) of the New York State Vehicle and Traffic Law as designated on Schedule "A" attached hereto and made a part hereof.

The provisions of this local law shall not be construed to prevent the local delivery or pick up of merchandise to and from properties located along such designated highways.

Section 3. Penalties.

Any person who violates any provision of this local law shall for a first conviction thereof be subject to a fine of not more than Three Hundred Dollars (\$300.00); for a conviction of a second violation, both of which were committed within a period of eighteen (18) months, such person shall be punished by a fine of not more than Six Hundred Dollars (\$600.00); and upon the conviction of a third or subsequent violation, all of which were committed within a period of eighteen (18) months, such person shall be punished by a fine of not more than Nine Hundred

Dollars (900.00).

Section 4. Separability.

Should any word, section, clause, paragraph, sentence, part or provision of this local law be declared invalid by a court of competent jurisdiction, such determination shall not affect the validity of any other part of this local law.

Section 5. Effective Date.

This Local Law shall take effect immediately upon filing in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

#### SCHEDULE 'A'

All City of Rensselaer Streets, Roads, Highways and/or Alleys except for those portions of Columbia Street, South Street, Broadway, Third Avenue, Partition Street, and Washington Avenue which have been designated as New York State Truck Routes.

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.
<ol><li>(Passage by local legislative body with approval, no disapproval or repassage after disapproval by Elective Chief Executive Officer*.)</li></ol>
I hereby certify that the local law annexed hereto, designated as Local Law No10 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 Town of Nassau was duly passed by the Town Board 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.

By Alderpe	erson		:	V	AN DYKE
Seconded	by Alder	person	:		
А	RESOLU	TION TO			LOCAL LAW NO. 1 OF 2021 AS TO FORM AND
W	HEREAS,	The City	of Rensse	laer is desiro	us of amending Title VII, Sections 160, 161 and 162 of
		_			lative to Assessment and Levy of Taxes so as to bring
		-			ne State of New York, and
•			·		wed proposed Local Law No. 1 of the year 2021, and
					riate as to form and it appearing appropriate for a
Public Hea	ring to b	e schedi	uled so as t	o consider pı	ublic comments on such proposed legislation,
NC	W, THE	REFORE	BE IT RESC	<b>LVED,</b> that p	roposed Local Law No. 1 of the year 2021 is hereby
approved a	as to for	m, and			
ВЕ	IT FURT	HER RES	<b>OLVED,</b> th	at a Public He	earing will be held at 6:30 p.m. on January 6 <sup>th</sup> , 2021,
at the City	Hall of t	he City c	of Renssela	er located at	62 Washington Street, Rensselaer, New York, so as to
allow the O	ommon	Council	to hear Pu	blic Commen	it on proposed Local Law No. 1 of 2021, and
ВЕ	IT FURT	HER RES	<b>OLVED,</b> th	at the City Cl	erk is hereby authorized and directed to issue
appropriat	e Public	Notice c	of the Publi	c Hearing sch	neduled herein.
					Approved as to form and sufficiency this day of December, 2020
James Van Vorst	□ Aye	□ No	□ Abstain	<ul> <li>Absent</li> </ul>	Corporation Counsel
Dave Gardner	□ Aye	□ No	Abstain	□ Absent	
Bryan Leahey	□ Aye	□ No	□ Abstain	□ Absent	
James Casey	□ Aye	□ No	□ Abstain	□ Absent	Mayor
Eric Endres	□ Aye	□ No	□ Abstain	□ Absent	
Margaret Van Dyke	□ Aye	□ No	□ Abstain	□ Absent	
John DeFrancesco	□ Aye	□ No	□ Abstain	□ Absent	

Vote Totals

Result

No

Abstain

Absent

Aye

#### 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.

By Alderperson	:	#3
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 6:30 p.m. on January 6<sup>th</sup>, 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.

James Van Vorst	□ Aye	□ No	Abstain	<ul> <li>Absent</li> </ul>
Dave Gardner	□ Aye	□ No	□ Abstain	□ Absent
Bryan Leahey	□ Aye	□ No	□ Abstain	□ Absent
James Casey	□ Aye	□ No	□ Abstain	□ Absent
Eric Endres	□ Aye	□ No	Abstain	o Absent
Margaret Van Dyke	□ Aye	□ No	□ Abstain	□ Absent
John DeFrancesco	□ Aye	□ No	□ Abstain	□ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

this	day of December,2020				
Corpora	tion Counsel				
Mayor					
	•				

Approved as to form and sufficiency

#### 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.

#	4
•	- 1

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 6, 2020, 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.

James Van Vorst	□ Aye	□ No	□ Abstain	□ Absent
Dave Gardner	□ Ауе	□ No	☐ Abstain	□ Absent
Bryan Leahey	□ Aye	□ No	□ Abstain	□ Absent
James Casey	🗆 Ауе	□ No	□ Abstain	□ Absent
Eric Endres	□ Aye	□ No	□ Abstain	□ Absent
Margaret Van Dyke	□ Aye	□ No	□ Abstain	□ Absent
John DeFrancesco	□ Aye	□ No	□ Abstain	□ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				**************************************

this	day of	, 2020
Corpora	ation Counsel	
Corpor		
Mayor		· · · · · · · · · · · · · · · · · · ·

Approved as to form and sufficiency

# 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 20<sup>21</sup> A local law To Amend Article II, Section 11 of the City Charter to Include an Additional Qualification 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:) as follows: of Rensselaer

- 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.

#5

By Alderperson:	VanDyke	77
Seconded by Alderperson:		

#### RESOLUTION ACCEPTING DONATIONS AND INCREASING FUNDS

WHEREAS, the City of Rensselaer is desirous of increasing the Christmas in the City Revenue line by \$1,870.00 (One thousand Eight hundred Seventy dollars) and the Christmas in the City Expenditure line by the same amount, and

WHEREAS, the \$1,870.00 (One thousand Eight hundred Seventy dollars) is a collective donation from the generous groups on the list attached hereto.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Rensselaer authorizes the City Treasurer to make the following increase in the 2020-2021 budget.

#### **Increase Revenue Line:**

REVENUE LINE:	DESCRIPTION		AMOUNT
A.0000.2705	Gifts and Donations		<u>\$1,870.00</u>
		Total	\$1,870.00

#### **Increase Expenditure Line:**

EXPENDITURE:	DESCRIPTION		<u>AMOUNT</u>
A.7550.7405	Christmas in the City		\$1,870.00
		Total	\$1.870.00

James Van Vorst	□ Aye	o No	□ Abstain	□ Absent
Dave Gardner	□ Aye	□ No	Abstain	□ Absent
Bryan Leahey	□ Aye	□ No	□ Abstain	□ Absent
James Casey	D Aye	□ No	□ Abstain	□ Absent
Eric Endres	□ Aye	□ No	□ Abstain	□ Absent
Margaret Van Dyke	D Aye	□ No	□ Abstain	<ul><li>Absent</li></ul>
John DeFrancesco	□ Aye	□ No	□ Abstain	<ul><li>Absent</li></ul>
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency This 16th day of December, 2020
Corporation Counsel
Approved by:

Ν	favor			

#### **CHRISTMAS DONATIONS 12-16-2020**

Mayor Stammel	\$100.00
Kubricky Const.	\$500.00
Rensselaer Rep.	\$50.00
American Evergreen	\$300.00
Capitol Container	\$250.00
Adams Roofing	\$100.00
Terry and Mike Jackson	\$50.00
Jim VanVorst	\$20.00
Eagles Ladies Aux.	\$250.00
Dignum and Bame	\$250.00

\$ 1,870.00

#6

					/ /
By Alderpe	rson		;	<u></u>	ENDRES
Seconded b	oy Alderp	erson	:		
A RESOL	UTION A	MENDII	NG THE 202		GET, ACCEPTING DONATION AND AUTHORIZING A
				BUDGET A	MENDMENT
WHEREAS,	the City	of Renss	selaer Yout	h Bureau has	received a donation in the amount of \$2,300.00
relating to	the use o	of Coyne	Field by th	ne CoEd Softb	all League, and
WHEREAS,	the City	of Renss	selaer 2020	)-2021 Budge	t must be amended to reflect acceptance of such
donation ar	nd autho	rizing tr	ansfer of s	uch funds into	o the Coyne Field Maintenance budget line, and good
cause appe	aring the	erefor, it	is		
NOW, THE	REFORE I	BE IT RE	SOLVED, th	nat the Comm	on Council for the City of Rensselaer hereby accepts
the aforesa	id donat	ion and	amends th	e 2020-2021	Budget as follows:
1.	A Fund	– Gener	al Fund – R	levenue – No	n-Departmental:
TO:				rograms Line	
					artment: Youth Bureau
		•			ne - \$5,000.00 to \$7,300.00
2.	The afo	resaid B	udget Ame	ndment and	Transfer shall be effective immediately.
					Approved as to Form and Sufficiency this day of December, 2020
James Van Vorst	□ Aye	□ No	□ Abstain	□ Absent	Corporation Counsel
Dave Gardner	□ Aye	□ No	□ Abstain	□ Absent	Approved By:
Bryan Leahey	□ Aye	□ No	□ Abstain	n Absent	- 16 km - 1 - 11 .
James Casey	п Ауе	□ No	□ Abstain	□ Absent	
Eric Endres	□ Aye	n No	□ Abstain	□ Absent	Mayor
Margaret Van Dyke	□ Aye	□ No	☐ Abstain	□ Absent	
John DeFrancesco	□ Aye	u No	☐ Abstain	□ Absent	

Abstain

No

Aye

Vote Totals

Result

Absent

By Alderp	erson:				VAN DYKE
Seconded 1	by Alde	rperson	:		
MSB, R	ELAT	IVE T	О СНА	RGE CAI	GREEMENT WITH GILA, LLC, DBA RD TRANSACTIONS WITH CITY OF PARTMENTS - CITY TREASURER
relative to	charge o	card trai	nsactions 1	between the	ntilize the services of GILA LLC, dba MSB Public and the City of Rensselaer Offices and as set forth in the attached proposed agreement,
WHEREA Parties as s					being mutually offered and accepted between the
•	t is here	by appr		-	at on behalf of the City of Rensselaer, the sauthorized to execute such Agreement on behalf
					Approved as to form and sufficiency this day of December, 2020
					Corporation Counsel
James Van Vorst	□ Aye	□ No	□ Abstain	<ul><li>Absent</li></ul>	
Dave Gardner	□ Aye	□ No	□ Abstain	□ Absent	Approved by:
Bryan Leahey	□ Aye	□ No	□ Abstain	□ Absent	
James Casey	□ Aye	□ No	□ Abstain	Absent	Mayor
Eric Endres	□ Aye	□ No	□ Abstain	□ Absent	
Margaret Van Dyke	□ Aye	□ No	□ Abstain	□ Absent	
John DeFrancesco	п Ауе	□ No	□ Abstain	<ul> <li>Absent</li> </ul>	

Abstain

Absent

No

Aye

Vote Totals

Result

#### CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (the "Contract") is entered into as of December 16, 2020 ("Effective Date") by and between City of Rensselaer, NY ("Client") and Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau ("MSB"). The Client and MSB are sometimes individually referred to as the Party, or collectively referred to as the Parties.

#### RECITALS

WHEREAS, the Client desires for MSB to serve as their vendor to provide an online payment acceptance solution, including credit/debit card and E-Check; and,

WHEREAS, MSB is in the business of providing payment processing services and desires to provide an online payment acceptance solution, including credit/debit card and E-Check for the Client.

**NOW, THEREFORE,** in consideration of the premises and for other good and valuable consideration, the Parties hereby mutually agree as follows:

#### **AGREEMENT**

- I. SCOPE OF SERVICES: Client hereby appoints MSB to perform the services described in <a href="Exhibit A">Exhibit A</a> ("Services"), which is attached hereto and incorporated herein by reference.
  - The Client may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of MSB's compensation, shall be mutually agreed upon in writing between the Parties.
- II. TERM: The initial term of this Contract shall be for one (1) year and shall commence on the Effective Date. At the end of the initial term the Contract shall automatically renew for two additional 1 year terms.
- III. **COMPENSATION:** In consideration of the Services contemplated by this Contract, MSB will receive a fee, as described in <u>Exhibit B</u>, attached hereto and incorporated herein, during the term and in accordance with the provisions of this Contract. MSB's compensation and the fees set forth in <u>Exhibit B</u> are specifically and expressly approved and authorized by the Client. The compensation described in <u>Exhibit B</u> constitutes all of the compensation payable to MSB in connection with the services set forth in this Contract.

#### IV. TERMINATION:

a. Either Party shall have the right to terminate this Contract, with or without cause and without liability or penalty (except as described below), by giving written notice to the other Party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective

date of such termination. In the event that Client does not promptly refund / repay MSB for a chargeback (after being notified in writing by MSB), or in the event that MSB reasonably believes that Client is experiencing material financial hardship, then MSB may immediately suspend all services.

#### V. RECORDS AND CONFIDENTIALITY:

- a. <u>Inspection of Records</u>: MSB agrees that at any time during the term of this Contract, or one (1) year thereafter, upon request of the Client, MSB will make full disclosure to the Client and make available for inspection all of its available records associated with work performed under this Contract.
- b. <u>Confidential Business Information</u>: Both Parties and their authorized representative will maintain the confidentiality of, and take all commercially reasonable efforts, to protect proprietary documents, records, trade secrets, and other records or information provided to them by the other Party, or which they otherwise obtain or gain access to. Both Parties will comply with all applicable privacy and data security laws.

#### VI. GENERAL PROVISIONS:

- A. <u>Independent Contractor</u>: MSB is an independent contractor and is free to perform services for other clients. Personnel performing services under this Agreement shall at all times be under MSB's exclusive direction and control and shall be employees of the Contractor. Contractor shall pay all wages and salaries and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, benefits, unemployment compensation, worker's compensation, and similar matters.
- B. <u>Governing Law</u>: The substantive laws of the State of New York govern all matters arising out of, or relating to, this Contract and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement.
- C. <u>Cooperation</u>: MSB requires cooperation and support from the Client to provide the Services and to ensure proper functionality. The Parties will work together in a cooperative, responsive, and supportive manner to help ensure the success of the program. In the event of any changes to laws, regulations, rules, standards or practices (including those related to the credit card industry, merchant processors, or gateways) that impact this Agreement or the services, the Parties will work together in good faith to resolve and/or comply with those changes.
- D. <u>Chargebacks</u>: Client acknowledges that they are solely liable and responsible for any chargebacks, or any other payments that are in any way reversed or recalled for any reason, along with any other charges or fees associated therewith. In the event

MSB pays or otherwise covers the cost of the chargeback and any fees, then Client agrees to promptly repay MSB in full without delay or dispute (this is true even if Client disagrees with or otherwise disputes the chargeback, since MSB has no discretion or control over chargebacks).

- E. <u>Indemnification</u>: MSB performs payment processing services as explained herein, and assumes no responsibility or liability for the Client's business activities, conduct, or operations. Accordingly, to the extent any claims, liability, losses, or damages are made or incurred by or against MSB that are not related to MSB's role as a payment processor, and instead relate directly or indirectly to the business activities, conduct, or operations of the Client, then Client shall fully defend, indemnify, and hold MSB harmless.
- F. <u>Limitation of Liability and Disclaimer</u>: Unless otherwise expressly stated in this Agreement, and whether or not the Parties have been advised of the possibility of such loss, neither Party shall be liable to the other Party in Contract, tort (including but not limited to warranty, negligence or strict liability) or otherwise for indirect, special, incidental, or consequential loss or damages, loss of revenue, lost profits, business or goodwill.
- G. <u>Attorney Fees</u>: The prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.
- H. Notice: All notices, requests, demands, and determinations (individually a "Notice") required under this Contract (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email. Notices shall be provided to the appropriate person at the receiving Party at the address listed below or to such address as a Party may designate by a Notice given in compliance with this section.

To the client:	Mayor City Hall 62 Washington Street Rensselaer, NY 12144 Phone: 518-462-9511 Fax: 518-462-9895 Email: mike.stammel@rensselaerny.gov
To MSB:	Gila LLC 325 Daniel Zenker Drive Suite 3

Horseheads, NY 14845

Attention: Elye Sackmary, President

Phone: 917-756-7383 Fax: 512-371-9994 Larry.crook@gilacorp.com

- I. <u>Counterparts</u>: This Contract may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned or electronically signed copies by either Party shall be binding as if they were original signatures.
- J. <u>No Third Party Beneficiaries</u>: Nothing in this Contract shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Contract shall not confer any right, or remedy upon any person other than the Parties.
- K. <u>Modification or Amendment</u>: Neither this Contract nor any of its Exhibits may be amended or modified except by a written instrument signed by both Parties.
- L. <u>Compliance with All Laws and Regulations</u>: All of the work performed under this Contract by MSB shall comply with all applicable state and federal laws, rules, and regulations.
- M. <u>Ambiguities</u>: Each Party and its legal counsel have reviewed this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Contract.
- N. <u>Entire Contract</u>: This Contract, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

IN WITNESS HEREOF, the Parties hereto have executed this Contract.

# By: \_\_\_\_\_\_\_ By: \_\_\_\_\_\_ Michael Stammel, Mayor GILA LLC d/b/a MUNICIPAL SERVICES BUREAU By: \_\_\_\_\_\_ Elye Sackmary, President

#### Exhibit A

#### SCOPE OF SERVICES

#### 1. Definitions

- 1.1. Client Account: The account or accounts established or designated by the Client to receive Payments collected or received by MSB on behalf of the Client pursuant to this Contract.
- 1.2. Payment or Payments: The credit card, debit card or e-check payments received or remitted to MSB for the obligations of the Client's customer's.

#### 2. Payment Processing Services.

- 2.1. Payments: MSB will process Payments made for goods and services available from the Client via its website and other locations. Amounts for Payments will be entered manually by the individual or entity making the Payment. MSB shall have no control over the amount made or entered for Payment or to reconcile any account balance versus the Payment made.
- 2.2. Payment Processing Methods: MSB will process Payments made for Obligations through the third party technologies defined herein.
- 2.3. Payments Reported: MSB will report Payments received by MSB, if any, and supply reports through MSB's The Nexus gateway on a schedule agreed to by the Parties. MSB's reporting shall be accomplished electronically in a manner and format agreed to by the Parties.
- 2.4. Payments Deposited: Exclusive of MSB's compensation as set forth herein, MSB will electronically deposit Payments, if any, into the Client Account on a schedule reasonably agreed to by the Parties. MSB is not required or expected to deposit Payments into the Client Account until after MSB has received the funds / Payments (i.e. MSB is not required to front any funds or Payments).

#### 3. Payment Processing Technology

#### 3.1. Website

- 3.1.1. MSB will provide a payment website customized as agreed upon by the Parties.
- 3.1.2. MSB will provide mobile device configured payment website customized as agreed upon by the Parties.
- 3.2. <u>Customization Fees</u>: MSB will not assess any fees or costs to the Client for customization of website appearance, website verbiage content, web services or other information transfer protocols, customization of receipt layouts, integration with the

Client's software. If material customization is required after full execution of services herein listed in this Contract, fees for customization, if any, will be mutually agreed by the Parties.

- 4. Reporting Services: The Client will have access to settlement and other reports related to this Contract via a web portal, refereed herein as The Nexus. Such reports shall include but not be limited to: daily transaction detail, daily batch summary and detail, daily incoming chargeback and retrieval detail, monthly statements, and custom fields to track department specific data. MSB will provide the additional reporting services as agreed upon by the Parties.
- 5. Access: MSB will provide the Client authorized representatives with a logon and password to access their module, and perform the administrative functions available through such module. The Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by MSB. Subject to Section 8 below, MSB shall be entitled to rely on any communications it receives under the Client passwords, logon information, and/or account number as having been sent by the Client, without conducting any further checks as to the identity of the user of such information, and MSB shall have no liability related thereto. However, if MSB reasonably believes any such communication or transaction to be suspicious or a fraudulent activity, it shall notify the Client as set forth in Section 8 below. MSB will not be responsible for the operability or functionality of any of the Client's computer equipment, system, browser or internet connectivity, and shall have no liability related thereto. MSB will provide all necessary equipment hardware, maintenance related thereto, associated with the services provided herein.
- 6. <u>Notice of Unauthorized Activity</u>: Each Party shall immediately notify the other Party in writing and/or by telephone of any potential theft or fraud or discrepancy in account balances, account activity, account status or unauthorized access to or misuse of confidential information.
- 7. <u>Logos: Trademarks</u>: The Client grants MSB permission and authorization to use and display the Client's logo and trademarks for use in the services contemplated by this Contract, as agreed upon by the Parties.
- 8. Merchant Account: The Client will not be required to be the holder of a Merchant Account Agreement. MSB will issue designated MID (Merchant ID) and sub-MID numbers for each and every one of the Client's departments that utilizes MSB's services under this Contract.

Exhibit B - Compensation to MSB - Consumer Fees to be paid by the Customer to MSB.

Card Chargebacks and NSF ACH Check returns are paid up front by the City to MSB. The fees below are all-inclusive.

No.	Transaction Type	Cost	Comments
1.	Visa Credit Visa Debit	2.19% 1.79%	Per item fee charged on all settled transactions (\$1.00 minimum)
2.	MasterCard Credit MasterCard Debit	2.19% 1.79%	Per item fee charged on all settled transactions (\$1.00 minimum)
3.	American Express	2.19%	Per item fee charged on all settled transactions (\$1.00 minimum)
4.	Discover	2.19%	Per item fee charged on all settled transactions (\$1.00 minimum)
5.	E-check*	\$0.20	Per item fee charged on all settled transactions
6.	Chargebacks credit cards	\$10.00	Each
7.	NSF check returns	\$15.00	Each



By Alderperson:	VAN DYKE	•	~
Seconded by Alderperson:			

#### RESOLUTION AUTHORIZING AGREEMENT WITH PITNEY BOWES FOR EQUIPMENT LEASE FOR OFFICE OF CITY CLERK - CITY CLERK

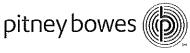
WHEREAS, the City of Rensselaer desires to utilize the services of Pitney Bowes for a sixty (60) month lease plan for a SendPRO C Semi-Automatic Mailing System, otherwise known as a SendPro C Lite Machine, at a monthly lease amount of \$110.00 per the attached Lease Proposal, for use in the Office of the City Clerk, and

WHEREAS, such lease agreement is actually less expensive than the current lease which is ending,

NOW, THEREFORE BE IT RESOLVED, that on behalf of the City of Rensselaer, the City Clerk is hereby authorized to utilize the services of Pitney Bowes for a sixty (60) month lease plan for a SendPRO C Semi-Automatic Mailing System, otherwise known as a SendPro C Lite Machine, at a monthly lease amount of \$110.00 per the attached Lease Proposal, for use in the Office of the City Clerk, and the Mayor is authorized to execute such Agreement on behalf of the City of Rensselaer.

James Van Vorst	□ Aye	□ No	Abstain	□ Absent
Dave Gardner	□ Aye	□ No	□ Abstain	□ Absent
Bryan Leahey	□ Aye	□ No	□ Abstain	□ Absent
James Casey	□ Aye	□ No	□ Abstain	Absent
Eric Endres	□ Aye	n No	□ Abstain	□ Absent
Margaret Van Dyke	□ Aye	□ No	□ Abstain	□ Absent
John DeFrancesco	□ Aye	□ No	☐ Abstain	□ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Appro this	ved as to form and sufficiency day of December, 2020
Corpo	ration Counsel
Appro	ved by:
Mayo	<b>r</b>



Updated: 12-04-2020

# Mailing Solution Proposal for



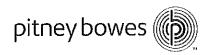
62 Washington Street Rensselaer, NY 12144

#### Prepared By:

Robert Posson, Major Account Manager, State of New York & State of Vermont Pitney Bowes, U.S. Mailing Solutions
Direct: 518.210.9245 Fax: 203.460.9059 | www.pb.com
robert.posson@pb.com

Every connection is a new opportunity  $^{\text{TM}}$ 





Metered Mail | Commercial Base Pricing | Automation Presort

# Meter and Online Postage users save an unprecedented 5¢ on every First-Class Letter!

First-Class Mail<sup>®</sup> Letters increase from \$0.50 to \$0.55



First Class Metered letters increase 3¢ to \$0.50





Metered mail and online postage are more valuable than ever before!



# Eliminate trips to the Post Office

Print postage for everything you send – domestic or international – including invoices, letters, packages.



# Convenient options for your business

Print postage or ship packages from a centralized device or right from your desk.



# Never pay full price for stamps

Take advantage of discounts that you can't get at the Post Office.



#### No more guesswork

SendPro helps you select the best mail class for everything you send... based on price and delivery time.



## Current System

## DM225 Semi-Automatic Mailing System with 10lb. Scale



**Current Costs:** 

60 Month Lease Plan (\$343.44 Qtr/3)

\$ 114.48 Per Month - Included –

Postage Meter Rental & Maintenance

**Total Cost** 

\$ 114.48 Per Month



### Replacement Options

Solution #1:

SendPRO C500 Automatic Mailing System – With 10lb. Electronic Scale & Departmental Accounting USPS Processing Only

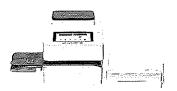


60 Month Lease Plan Meter Rental & Rate Updates Maintenance \$161 Per Month\*

- Included ---Included -

Solution #2:

SendPRO C Semi- Automatic Mailing System – With 10lb. Electronic Scale & Departmental Accounting USPS Processing Only



60 Month Lease Plan Meter Rental & Rate Updates Maintenance \$ 110 Per Month\*

Included -Included -

\*Billing will be on Quarterly Basis.

Delivery, installation, and operator training included in the above options.

Postage is easily transferred from current unit to New Solution of your choice.

Like all of our products and services, we stand behind them with our Pitney Bowes Customer Satisfaction Guarantee.

This quotation is effective until: De

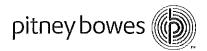
December 31, 2020

Robert Posson, Major Account Manager, State of New York & State of Vermont Pitney Bowes, U.S. Mailing Solutions
Direct: 518.210.9245 Fax: 203.460.9059 | www.pb.com
robert.posson@pb.com

Every connection is a new opportunity™

pitney bowes





#### Customer Satisfaction Guarantee

Pitney Bowes Mailing, North America is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes maintenance agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

#### Guaranteed product performance

For all new and remanufactured Pitney Bowes branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

#### Guaranteed nationwide service

Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

#### Help line support

For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00 A.M. until 8:00 P.M. EST exclusive of holidays.

#### Rate change protection

With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

#### Operator productivity and training excellence

For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services. Furthermore, if you attend our acclaimed Mail Management Seminar, we will train your employee(s) on the latest and most efficient use of postal services.

#### Purchase Power® service

The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 800 622 2296.

We won't be satisfied until you are satisfied.

Harris Warsaw

How Wares

Senior Vice President of Global Sales, Global SMB Solutions

By Alderperso	on		:	COUNCIL AS	A WHOLE		-	_
Seconded by	Alderpe	rson	:					_
A RESO	LUTIO	N CON	/IMENDI	NG THE CI	TY OF REN	SSELA	ER EMPLO	DYEES AND
CLOSING (	CITY OI	FFICES	AT NOO	N ON DEC	EMBER 24 <sup>1</sup>	INA <sup>HT</sup>	DECEMB	BER 31 <sup>ST</sup> , 2020
WHE	EREAS, t	he City	of Rensse	laer Employ	ees have per	rforme	d beyond th	ne call of duty
during a very	y difficu	lt 2020	due to the	e COVID Pan	demic, and			
WHE	EREAS, t	he City	of Rensse	laer Employ	ees are here	by thar	nked for the	eir service during
these trying	times, a	ınd				·		_
WHE	REAS, tl	he City	of Rensse	laer Commo	n Council hei	reby di	rects that C	ity Hall shall
close at Noo	n on De	cember	24 <sup>th</sup> and	December 3	1 <sup>st</sup> , 2020 in h	nonor c	of the Holida	y Season,
								commends all
City Employe					•		•	
December 24							0.000 4.	
			, , , , , ,					
					Approved a	as to foi	m and suffic	ciencv
							December	·
					Corporatio	n Couns	sel	<del></del>
James Van Vorst	п Аус	□ No	□ Abstain	□ Absent	Mayor			
Dave Gardner	□ Aye	□ No	□ Abstain	□ Absent				
Bryan Leahey	□ Aye	□ No	□ Abstain	Absent				
James Casey	□ Aye	□ No	□ Abstain	□ Absent				
Eric Endres	□ Aye	□ No	□ Abstain	□ Absent				
Margaret Van Dyke	□ Aye	□ No	a Abstain	Absent				
John DeFrancesco	□ Aye	□ No	□ Abstain	□ Absent		٠	-	•
Vote Totals	Aye	No	Abstain	Absent				

Result

#10

Sponsored by:	Connulas A Whole
Alderperson:	

# RESOLUTION AUTHORIZING TRANSFER TO THE FIRE DEPARTMENT

**WHEREAS**, the City of Rensselaer is desirous of making a budget transfer from the General Fund Contingency account, and additionally increasing the amount of appropriated fund balance, in order to provide additional funding for the fire department overtime line.

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

Account No.	Present	Change	Revised
Rev	Revenues and So		
A.0000.0511 Appropriated Fund Balance	\$170,000.00	\$10,000.00	\$180,000.00
Total Change		\$10,000.00	
	Appropriations		
A.1900.7448 Contingent	\$25,000.00	(\$10,000.00)	\$15,000.00
A.3410.7199 Fire Dept, Overtime	\$140,000	\$20,000.00	\$160,000.00
Total Change		\$10,000.00	

James Van Vorst	□ Aye	□ No	□ Abstain	□ Absent	Approved as to form and sufficiency
Dave Gardner	□ Aye	□ No	□ Abstain	□ Absent	this day of December, 2020
Bryan Leahey	□ Aye	□ No	Abstain	□ Absent	
James Casey	□ Aye	□ No	Abstain	□ Absent	
Eric Endres	□ Aye	□ No	□ Abstain	□ Absent	Corporation Counsel
Margaret Van Dyke	□ Aye	□ No	□ Abstain	□ Absent	
John DeFrancesco	□ Aye	o No	□ Abstain	□ Absent	
Vote Totals	Aye	No	Abstain	Absent	Mayor
Result					