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AGENDA
COMMON COUNCIL MEETING
FEBRUARY 17, 2021

1. A RESOLUTION TO APPROVE LOCAL LAW #4 OF 2021 AS TO FORM AND REFERRING SAME TO THE CITY PLANNING COMMISSION
2. A RESOLUTION AUTHORIZING EXTENSION OF SALES TAX AGREEMENT WITH THE CITY OF TROY AND COUNTY OF RENSSELAER-CITY TREASURER
3. RESOLUTION AUTHORIZING AGREEMENT WITH BOYS & GIRLS CLUB OF SOUTHERN RENSSELAER COUNTY – COMMISSIONER OF PUBLIC WORKS

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

**A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 4 OF 2021 AS TO FORM AND
REFERRING SAME TO THE CITY PLANNING COMMISSION**

WHEREAS, The City of Rensselaer is desirous of amending Chapter 101 of the City Code of the City of Rensselaer, New York, relative to the Uniform Fire Prevention and Building Code as well as the State Energy Conservation Construction Code 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. 4 of the year 2021, and

WHEREAS, such Local Law appears appropriate as to form and it appearing appropriate for referral of such Local Law to the City Planning Commission pursuant to City Code Section 179-99(B) for review and recommendation, as well as SEQRA review,

NOW, THEREFORE BE IT RESOLVED, that proposed Local Law No. 4 of the year 2021 is hereby approved as to form, and is referred to the City Planning Commission for the purposes set forth above.

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

Corporation Counsel

Mayor

CITY OF RENSSELAER

LOCAL LAW NO. 4 OF THE YEAR 2021.

**A Local Law to Amend Chapter 101 of the
Rensselaer City Code – Fire Prevention and
Building Code, Uniform**

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

SECTION 1. PURPOSE AND INTENT

This local law provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in the *City of Rensselaer*. This local law is adopted pursuant to section 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, other state law, or other section of this local law, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions this local law. The provisions of this Local Law supersede all previously adopted City of Rensselaer City Code provisions contrary to the provisions contained in this Local Law.

SECTION 2. DEFINITIONS

In this local law:

“Building Permit” shall mean a permit issued pursuant to section 4 of this local law. The term “Building Permit” shall also include a Building Permit which is renewed, amended or extended pursuant to any provision of this local law.

“*Certificate of Occupancy*” / “*Certificate of Compliance*” shall mean a certificate issued pursuant to subdivision (b) of section 7 of this local law.

“*City*” shall mean the *City of Rensselaer*.

“Code Enforcement Officer” shall mean the Code Enforcement Officer appointed pursuant to subdivision (b) of section 3 of this local law.

“Code Enforcement Personnel” shall include the Code Enforcement Officer and all Inspectors.

“Energy Code” shall mean the State Energy Conservation Construction Code, as currently in effect and as hereafter amended from time to time.

“Inspector” shall mean an inspector appointed pursuant to subdivision (d) of section 3 of this local law.

“Operating Permit” shall mean a permit issued pursuant to section 10 of this local law. The term “Operating Permit”

shall also include an Operating Permit which is renewed, amended or extended pursuant to any provision of this local law.

"Order to Remedy" shall mean an order issued by the Code Enforcement Officer pursuant to subdivision (a) of section 16 of this local law.

"Permit Holder" shall mean the Person to whom a Building Permit has been issued.

"Person" shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

"Stop Work Order" shall mean an order issued pursuant to section 6 of this local law.

"Temporary Certificate" shall mean a certificate issued pursuant to subdivision (d) of section 7 of this local law.

"Uniform Code" shall mean the New York State Uniform Fire Prevention and Building Code, as currently in effect and as hereafter amended from time to time.

SECTION 3. CODE ENFORCEMENT OFFICER AND INSPECTORS

(a) The office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code and this local law. The Code Enforcement Officer shall have the following powers and duties:

(1) to receive, review, and approve or disapprove applications for Building Permits, *Certificates of Occupancy / Certificates of Compliance*, Temporary Certificates and Operating Permits, and the plans, specifications and construction documents submitted with such applications;

(2) upon approval of such applications, to issue Building Permits, *Certificates of Occupancy / Certificates of Compliance*, Temporary Certificates and Operating Permits, and to include in Building Permits, *Certificates of Occupancy / Certificates of Compliance*. Temporary Certificates and Operating Permits such terms and conditions as the Code Enforcement Officer may determine to be appropriate;

(3) to conduct construction inspections, inspections to be made prior to the issuance of *Certificates of Occupancy / Certificates of Compliance*, Temporary Certificates and Operating Permits, fire safety and property maintenance inspections, inspections incidental to the investigation of complaints, and all other inspections required or permitted under any provision of this local law;

(4) to issue Stop Work Orders;

(5) to review and investigate complaints;

(6) to issue orders pursuant to subdivision (a) of section 16 (Violations) of this local law;

(7) to maintain records;

(8) to collect fees as set by the Common Council of the *City of Rensselaer*;

(9) to pursue administrative enforcement actions and proceedings;

(10) in consultation with this *City's* attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code and this local law, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code or this local law; and

(11) to exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this local law.

(b) The Code Enforcement Officer shall be appointed by the Mayor of the City of Rensselaer. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

(c) In the event that the Code Enforcement Officer is unable to serve as such for any reason, an individual shall be appointed by the Mayor of the City of Rensselaer to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of his or her appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this local law.

(d) One or more Inspectors may be appointed by the Mayor of the City of Rensselaer to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this local law. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

(e) The compensation for the Code Enforcement Officer and Inspectors shall be fixed from time to time by the Common Council of the *City of Rensselaer*.

SECTION 4. BUILDING PERMITS.

(a) Building Permits Required. Except as otherwise provided in subdivision (b) of this section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney or flue in any dwelling unit, paving of driveway, installation of a fence. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Code Enforcement Officer.

(b) Exemptions. No Building Permit shall be required for work in any of the following categories:

(1) construction or installation of one story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses) which are used for tool and storage sheds, playhouses or similar uses, provided the gross floor area does not exceed 144 square feet (13.88 square meters);

(2) installation of swings and other playground equipment associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses);

(3) installation of swimming pools associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses) where such pools are designed for a water depth of less than 24 inches and are installed entirely above ground;

(4) construction of retaining walls unless such walls support a surcharge or impound Class I, II or IIIA liquids;

(5) construction of temporary motion picture, television and theater stage sets and scenery;

(7) installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);

(8) installation of partitions or movable cases less than 5'-9" in height;

(9) painting, wallpapering, tiling, carpeting, or other similar finish work;

(10) installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;

(11) replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or

(12) repairs, provided that such repairs do not involve (i) the removal or cutting away of a loadbearing wall, partition, or portion thereof, or of any structural beam or load bearing component; (ii) the removal or change of any required means of egress, or the rearrangement of parts of a structure in a manner which affects egress; (iii) the enlargement, alteration, replacement or relocation of any building system; or (iv) the removal from service of all or part of a fire protection system for any period of time.

(c) Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision (b) of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

(d) Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:

(1) a description of the proposed work;

(2) the tax map number and the street address of the premises where the work is to be performed;

(3) the occupancy classification of any affected building or structure;

(4) where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and

(5) at least 2 sets of construction documents (drawings and/or specifications) which (i) define the scope of the proposed work; (ii) are prepared by a New York State registered architect or licensed professional engineer where so required by the Education Law; (iii) indicate with sufficient clarity and detail the nature and extent of the work proposed; (iv) substantiate that the proposed work will comply with the Uniform Code and the Energy Code; and (v) where applicable, include a site plan that shows any existing and proposed buildings and structures on the site, the

location of any existing or proposed well or septic system, the location of the intended work, and the distances between the buildings and structures and the lot lines.

(e) Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in paragraph (5) of subdivision (d) of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Code Enforcement Officer in writing or by stamp. One set of the accepted construction documents shall be retained by the Code Enforcement Officer, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the Code Enforcement Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

(f) Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Officer shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.

(g) Building Permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

(h) Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Code Enforcement Officer of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Code Enforcement Officer determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

(i) Time limits. Building Permits shall become invalid unless the authorized work is commenced within [6] months following the date of issuance. Building Permits shall expire [12] months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Code Enforcement Officer.

(j) Revocation or suspension of Building Permits. If the Code Enforcement Officer determines that a Building Permit was issued in error because of incorrect, inaccurate or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

(k) Fee. The fee specified in or determined in accordance with the provisions set forth in section 17 (Fees) of this local law must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

SECTION 5. CONSTRUCTION INSPECTIONS.

(a) Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an Inspector authorized by the Code Enforcement Officer. The Permit Holder

shall notify the Code Enforcement Officer when any element of work described in subdivision (b) of this section is ready for inspection.

(b) Elements of work to be inspected. The following elements of the construction process shall be inspected made, where applicable:

- (1) work site prior to the issuance of a Building Permit;
- (2) footing and foundation;
- (3) preparation for concrete slab;
- (4) framing;
- (5) building systems, including underground and rough-in;
- (6) fire resistant construction;
- (7) fire resistant penetrations;
- (8) solid fuel burning heating appliances, chimneys, flues or gas vents;
- (9) Energy Code compliance; and
- (10) a final inspection after all work authorized by the Building Permit has been completed.

(c) Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to where the work fails to comply with the Uniform Code or Energy Code. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

(d) Fee. The fee specified in or determined in accordance with the provisions set forth in section 17 (Fees) of this local law must be paid prior to or at the time of each inspection performed pursuant to this section.

SECTION 6. STOP WORK ORDERS.

(a) Authority to issue. The Code Enforcement Officer is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Officer shall issue a Stop Work Order to halt:

- (1) any work that is determined by the Code Enforcement Officer to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or
- (2) any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Officer, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or
- (3) any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

(b) Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Officer, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

(c) Service of Stop Work Orders. The Code Enforcement Officer shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by [*registered mail / certified mail*]. The Code Enforcement Officer shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by *registered mail / certified mail*, provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

(d) Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder and any other Person performing, taking part in or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order.

(e) Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision (a) of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under section 16 (Violations) of this local law or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

SECTION 7. [CERTIFICATES OF OCCUPANCY / CERTIFICATES OF COMPLIANCE]

(a) *Certificates of Occupancy / Certificates of Compliance* required. A *Certificate of Occupancy / Certificate of Compliance* shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a *Certificate of Occupancy / Certificate of Compliance*.

(b) Issuance of *Certificates of Occupancy / Certificates of Compliance*. The Code Enforcement Officer shall issue a *Certificate of Occupancy / Certificate of Compliance* if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the building, structure or work prior to the issuance of a *Certificate of Occupancy / Certificate of Compliance*. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the *Certificate of Occupancy / Certificate of Compliance*, shall be provided to the Code Enforcement Officer prior to the issuance of the *Certificate of Occupancy / Certificate of Compliance*:

- (1) a written statement of structural observations and/or a final report of special inspections, and
- (2) flood hazard certifications.

(c) Contents of *Certificates of Occupancy / Certificates of Compliance*. A *Certificate of Occupancy / Certificate of Compliance* shall contain the following information:

- (1) the Building Permit number, if any;
- (2) the date of issuance of the Building Permit, if any;
- (3) the name, address and tax map number of the property;

(4) if the *Certificate of Occupancy / Certificate of Compliance* is not applicable to an entire structure, a description of that portion of the structure for which the *Certificate of Occupancy / Certificate of Compliance* is issued;

(5) the use and occupancy classification of the structure;

(6) the type of construction of the structure;

(7) the assembly occupant load of the structure, if any;

(8) if an automatic sprinkler system is provided, a notation as to whether the sprinkler system is required;

(9) any special conditions imposed in connection with the issuance of the Building Permit; and

(10) the signature of the Code Enforcement Officer issuing the *Certificate of Occupancy / Certificate of Compliance* and the date of issuance.

(d) Temporary Certificate. The Code Enforcement Officer shall be permitted to issue a Temporary Certificate allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Officer issue a Temporary Certificate unless the Code Enforcement Officer determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate, may be occupied safely, (2) that any fire- and smoke-detecting or fire protection equipment which has been installed is operational, and (3) that all required means of egress from the building or structure have been provided. The Code Enforcement Officer may include in a Temporary Certificate such terms and conditions as he or she deems necessary or appropriate to ensure safety or to further the purposes and intent of the Uniform Code. A Temporary Certificate shall be effective for a period of time, not to exceed [6] months, which shall be determined by the Code Enforcement Officer and specified in the Temporary Certificate. During the specified period of effectiveness of the Temporary Certificate, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

(e) Revocation or suspension of certificates. If the Code Enforcement Officer determines that a *Certificate of Occupancy / Certificate of Compliance* or a Temporary Certificate was issued in error because of incorrect, inaccurate or incomplete information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.

(f) Fee. The fee specified in or determined in accordance with the provisions set forth in section 17 (Fees) of this local law must be paid at the time of submission of an application for a *Certificate of Occupancy / Certificate of Compliance* or for Temporary Certificate.

SECTION 8. NOTIFICATION REGARDING FIRE OR EXPLOSION.

The chief of any fire department providing fire fighting services for a property within the *City of Rensselaer* shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney or gas vent.

SECTION 9. UNSAFE BUILDING AND STRUCTURES

Unsafe structures and equipment in the *City of Rensselaer* shall be identified and addressed in accordance with the procedures established by Local Law Number 3 of 1991, as now in effect or as amended from time to time.

SECTION 10. OPERATING PERMITS.

(a) Operation Permits required. Operating Permits shall be required for conducting any activity listed in paragraphs (1), (2), or (3) below or operating any type of building or structure listed in paragraphs (4), (5), or (6) below:

(1) manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 5003.1.1(1),5003.1.1(2),5003.1.1(3),5003.1.1(4) of the 2015 edition of the International Fire Code (a publication currently incorporated by reference in 19 NYCRR Part 1225 or its' successors thereto);

(2) hazardous processes and activities, including but not limited to, commercial and industrial operations which produce combustible dust as a byproduct, fruit and crop ripening, and waste handling;

(3) use of pyrotechnic devices in assembly occupancies;

(4) buildings containing one or more areas of public assembly with an occupant load of 100 persons or more;

(5) parking garages as defined in subdivision (a) of section 13 of this local law; and

(6) buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Common Council of the *City of Rensselaer*.

Any person who proposes to undertake any activity or to operate any type of building listed in this subdivision (a) shall be required to obtain an Operating Permit prior to commencing such activity or operation.

(b) Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.

(c) Inspections. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the subject premises prior to the issuance of an Operating Permit.

(d) Multiple Activities. In any circumstance in which more than one activity listed in subdivision (a) of this section is to be conducted at a location, the Code Enforcement Officer may require a separate Operating Permit for each such activity, or the Code Enforcement Officer may, in his or her discretion, issue a single Operating Permit to apply to all such activities.

(e) Duration of Operating Permits. Operating permits shall be issued for such period of time, not to exceed one year in the case of any Operating Permit issued for an area of public assembly and not to exceed three years in any other case, as shall be determined by the Code Enforcement Officer to be consistent with local conditions. The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application to the Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.

(f) Revocation or suspension of Operating Permits. If the Code Enforcement Officer determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.

(g) Fee. The fee specified in or determined in accordance with the provisions set forth in section 17 (Fees) of this local law must be paid at the time submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

SECTION 11. FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS

(a) Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at the following intervals:

- (1) Fire safety and property maintenance inspections of buildings or structures which contain an area of public assembly shall be performed at least once every twelve (12) months.
- (2) Fire safety and property maintenance inspections of buildings or structures being occupied as dormitories shall be performed at least once every twelve (12) months.
- (3) Fire safety and property maintenance inspections of all multiple dwellings not included in paragraphs (1) or (2) of this subdivision, and all non-residential buildings, structures, uses and occupancies not included in paragraphs (1) or (2) of this subdivision, shall be performed at least once every twelve (12) months.

(b) Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at any time upon:

- (1) the request of the owner of the property to be inspected or an authorized agent of such owner;
- (2) receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or
- (3) receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist;

provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

(c) OFPC Inspections. Nothing in this section or in any other provision of this local law shall supersede, limit or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator under Executive Law section 156-e and Education Law section 807-b.

Notwithstanding any other provision of this section to the contrary:

- (1) the Code Enforcement Officer shall not perform fire safety and property maintenance inspections of a building or structure which contains an area of public assembly if OFPC performs fire safety and property maintenance inspections of such building or structure at least once every twelve (12) months;*
- (2) the Code Enforcement Officer shall not perform fire safety and property maintenance inspections of a building or structure occupied as a dormitory if OFPC performs fire safety and property maintenance inspections of such building or structure at least once every twelve (12) months;*
- (3) the Code Enforcement Officer shall not perform fire safety and property maintenance inspections of a multiple dwelling not included in paragraphs (1) or (2) of subdivision (a) of this section if OFPC performs fire safety and property maintenance inspections of such multiple dwelling at intervals not exceeding the interval specified in paragraph (3) of subdivision (a) of this section; and*

(4) the Code Enforcement Officer shall not perform fire safety and property maintenance inspections of a non-residential building, structure, use or occupancy not included in paragraphs (1) or (2) of subdivision (a) of this section if OFPC performs fire safety and property maintenance inspections of such non-residential building, structure, use or occupancy at intervals not exceeding the interval specified in paragraph (3) of subdivision (a) of this section.]

(d) Fee. The fee specified in or determined in accordance with the provisions set forth in section 17 (Fees) of this local law must be paid prior to or at the time each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by OFPC.

SECTION 12. COMPLAINTS

The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this local law, or any other local law, *ordinance* or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:

(a) performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;

(b) if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 16 (Violations) of this local law;

(c) if appropriate, issuing a Stop Work Order;

(d) if a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

SECTION 13. CONDITION ASSESSMENTS OF PARKING GARAGES.

(a) Definitions. For the purposes of this section:

(1) the term "condition assessment" means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;

(2) the term "deterioration" means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;

(3) the term "parking garage" means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:

(i) buildings in which the only level used for parking or storage of motor vehicles is on grade;

(ii) an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and

(iii) a townhouse unit with attached parking exclusively for such unit;

(4) the term "professional engineer" means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;

(5) the term "responsible professional engineer" means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term "responsible professional engineer" shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.

(6) the term "unsafe condition" includes the conditions identified as "unsafe" in section 304.1.1, section 305.1.1, and section 306.1.1 of the 2015 edition of the International Property Maintenance Code (a publication currently incorporated by reference in 19 NYCRR Part 1226); and

(7) the term "unsafe structure" means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

(b) Condition Assessments – general requirements. The owner operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in subdivision (c) of this section, periodic condition assessments as described in subdivision (d) of this section, and such additional condition assessments as may be required under subdivision (e) of this section. Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared, and provided to the [City / Town / Village], in accordance with the requirements of subdivision (f) of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

(c) Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

(1) New parking garages shall undergo an initial condition assessment following construction and prior to a certificate of occupancy or certificate of compliance being issued for the structure,

(2) Existing parking garages shall undergo an initial condition assessment as follows:

- (i) if originally constructed prior to January 1, 1984, then prior to October 1, 2019;
- (ii) if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and
- (iii) if originally constructed between January 1, 2003 and the effective date of the rule adding this subdivision to 19 NYCRR section 1203.3, then prior to October 1, 2021.

(d) Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed twelve (12) months.

(e) Additional Condition Assessments.

(1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the *City of Rensselaer* shall require the owner or operator of such parking garage to cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.

(2) If the *City of Rensselaer* becomes aware of any new or increased deterioration which, in the judgment of the *City of Rensselaer*, indicates that an additional condition assessment of the entire parking garage, or of the portion of the

parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the *City of Rensselaer* shall require the owner or operator of such parking garage to cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the *City of Rensselaer* to be appropriate.

(f) Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the *City of Rensselaer* within such *time as fixed by the City of Rensselaer or thirty (30) days, whichever is shorter*. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

(1) an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;

(2) an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;

(3) an evaluation and description of the unsafe conditions;

(4) an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;

(5) an evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;

(6) an evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;

(7) the responsible professional engineer's recommendation regarding preventative maintenance;

(8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and

(9) the responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in his or her professional judgment.

(g) Review Condition Assessment Reports. The *City of Rensselaer* shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the *City of Rensselaer* shall, by Order to Remedy or such other means of enforcement as the *City of Rensselaer* may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (f). All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the *City of Rensselaer*

to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

(h) The *City of Rensselaer* shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the *City of Rensselaer* with a written statement attesting to the fact that he or she has been so engaged, the *City of Rensselaer* shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The *City of Rensselaer* shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.

(i) This section shall not limit or impair the right or the obligation of the *City of Rensselaer*:

(1) to perform such construction inspections as are required by section 5 of this local law;

(2) to perform such periodic fire safety and property maintenance inspections as are required by section 11 of this local law; and/or

(3) to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the *City of Rensselaer* by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

SECTION 14. RECORD KEEPING.

(a) The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:

(1) all applications received, reviewed and approved or denied;

(2) all plans, specifications and construction documents approved;

(3) all Building Permits, *Certificates of Occupancy / Certificates of Compliance*, Temporary Certificates, Stop Work Orders, and Operating Permits issued;

(4) all inspections and tests performed;

(5) all statements and reports issued;

(6) all complaints received;

(7) all investigations conducted;

(8) all condition assessment reports received;

(9) all other features and activities specified in or contemplated by sections 4 through 13, inclusive, of this local law, including; and

(10) all fees charged and collected.

(b) All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

SECTION 15. PROGRAM REVIEW AND REPORTING

(a) The Code Enforcement Officer shall annually submit to the Common Council of the City of Rensselaer a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section 14 (Record Keeping) of this local law and a report and summary of all appeals or litigation pending or concluded.

(b) The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of this *City* on a form prescribed by the Secretary of State, a report of the activities of this *City* relative to administration and enforcement of the Uniform Code.

(c) The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, from the records and related materials this *City* is required to maintain, excerpts, summaries, tabulations, statistics and other information and accounts of the activities of this *City* in connection with administration and enforcement of the Uniform Code.

SECTION 16: VIOLATIONS

(a) Orders to Remedy. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this local law. An Order to Remedy shall be in writing; shall be dated and signed by the Code Enforcement Officer; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this local law; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this local law which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

"The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by _____ [*specify date*], which is thirty (30) days after the date of this Order to Remedy."

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied; and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this local law or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Officer may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Officer shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy. The Code Enforcement Officer shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

(b) Appearance Tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

(c) Civil Penalties. In addition to those penalties prescribed by State law, any Person who violates any provision of the Uniform Code, the Energy Code or this local law, or any term or condition of any Building Permit, *Certificate of Occupancy / Certificate of Compliance*, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law, shall be liable to a civil penalty of not more than \$1,000.00 for each day or part thereof during which such violation continues. The civil penalties provided by this subdivision shall be recoverable in an action instituted in the name of the *City of Rensselaer*.

(d) Injunctive Relief. An action or proceeding may be instituted in the name of the *City of Rensselaer*, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, *Certificate of Occupancy / Certificate of Compliance*, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this local law, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may be commenced in the name of the *City of Rensselaer*, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Corporation Counsel of the *City of Rensselaer*.

(e) Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

SECTION 17: FEES

A fee schedule shall be established by resolution of the Common Council of the *City of Rensselaer*. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, *Certificates of occupancy / Certificates of Compliance*, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this local law.

SECTION 18. INTERMUNICIPAL AGREEMENTS

The Common Council of the *City of Rensselaer* may, by resolution, authorize the Mayor of the *City of Rensselaer* to enter into an agreement, in the name of the *City of Rensselaer*, with other governments to carry out the terms of this local law, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

SECTION 19. PARTIAL INVALIDITY

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

SECTION 20. EFFECTIVE DATE

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

By Alderperson:

COUNCIL AS A WHOLE

Seconded by Alderperson:

**RESOLUTION AUTHORIZING EXTENSION OF SALES TAX
AGREEMENT WITH THE CITY OF TROY AND COUNTY OF
RENSSELAER - CITY TREASURER**

WHEREAS, Pursuant to the provisions of the Tax Law of the State of New York, Cities within the County of Rensselaer have a right of pre-emption to impose certain local sales and use taxes; and

WHEREAS, Pursuant to County Resolution G/528/14, the County entered into a Sales Tax Agreement dated April 15, 2015 (“2015 Agreement”) with the Cities of Troy and Rensselaer (City Resolution No. 8 of April 15, 2015), under which the Cities agreed to forego their respective rights of pre-emption in return for consideration to be given by the County for the six (6) year period commencing March 1, 2015 and ending February 29, 2021; and

WHEREAS, The City of Rensselaer has negotiated an agreement, a copy of which is attached hereto and made a part hereof, with the administrations of the City of Troy and the County of Rensselaer under which the current year terms and conditions of the 2015 Agreement will be continued for the six (6) year period commencing March 1, 2021 and ending February 28, 2027;

NOW, THEREFORE BE IT RESOLVED, that on behalf of the City of Rensselaer, the 2021 Extension of the Sales Tax Agreement with the City of Troy and the County of Rensselaer 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 February, 2021

Corporation Counsel

Approved by:

Mayor

SALES TAX AGREEMENT

THIS AGREEMENT is effective March 1, 2021 and is by and between **RENSSELAER COUNTY, NEW YORK**, a domestic municipal corporation and political subdivision of the State of New York, having its principal office at the Ned Pattison County Government Center, 1600 Seventh Avenue, Troy, New York 12180, party of the first part, hereinafter referred to as "County",

and

THE CITY OF TROY, NEW YORK, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at Troy City Hall, 433 River Street, Troy, New York 12180, party of the second part, hereinafter referred to as "Troy",

and

THE CITY OF RENSSELAER, NEW YORK, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office located at Rensselaer City Hall, 62 Washington Street, Rensselaer, New York 12144, party of the third part, hereinafter referred to as "Rensselaer".

WHEREAS, Troy has previously rescinded its right of pre-emption of certain non-State sales and use tax collected within Troy; and

WHEREAS, Rensselaer has not exercised its right of pre-emption of certain non-State sales and use tax collected within Rensselaer; and

WHEREAS, the County, Troy and Rensselaer are desirous of cooperating with each other without jeopardizing their respective abilities to raise revenue from other than real property tax sources; and

WHEREAS, the County intends to set aside a certain amount of sales and use tax revenue for County purposes pursuant to Section 1262(a) of the Tax Law of the State of New York; and

WHEREAS, the County intends to reserve a certain amount of said sales and use tax revenue, as not set aside for County or educational purposes as defined in Section 1262(c) of the Tax Law, and allocate same to the cities and areas in the County outside the cities as set forth herein; and

WHEREAS, Troy and Rensselaer are willing to waive their respective rights of pre-emption with respect to the sales and use taxes as a source of revenue and the County is willing to distribute to Troy and Rensselaer, pursuant to Section 1262(c) of the Tax law of the State of New York, a certain share of the total non-State sales and use taxes collected within Rensselaer County and not set aside for County or educational purposes as hereinafter set forth; and

WHEREAS, Troy and Rensselaer have each elected to receive said allocation in direct payments pursuant to Tax Law Section 1262(c) in lieu of a tax reduction of the county tax levied upon real property in Troy and Rensselaer; and

NOW, THEREFORE, the parties hereto, through their chief executive officers, having first obtained the consent of their respective legislative bodies, do hereby agree as follows:

DEFINITIONS

Net Collections: the payments made by New York State to the County of Rensselaer for the local share of the county-wide sales and use tax. For the purposes of this agreement, the distributions will be defined by the month in which they are transferred to the County by New York State, except for EFT adjustments.

Original Tax: the three percent (3%) county-wide sales and use tax effective December 1, 1982.

Additional Tax: the one percent (1%) county-wide sales and use tax effective September 1, 1994.

Sales Tax Year: the twelve month period in which the County receives Net Collections from New York State, commencing on March 1 and ending the subsequent February 28 or February 29 during a leap year. For the purposes of this agreement, all references to sales tax payments, distributions and/or calculations of same, will be defined as those received and/or paid between March 1st of a given year and the subsequent February 28th (or February 29th, as the case maybe).

Electronic Funds Transfer (EFT) Adjustments: adjustments made to reconcile certain Net Collections on an accelerated schedule. For the purposes of this agreement EFT distributions will be credited to the month the sales tax distribution would have been received under the prior, non-EFT distribution system.

ARTICLES OF AGREEMENT

1. Notwithstanding the provisions of any prior sales tax agreement, the term of this agreement shall be for the period commencing March 1, 2021 and ending February 28, 2027, unless the parties shall enter into a renewal and/or modification thereof on or before July 1, 2026.

2. Troy will rescind any steps taken toward reinstating its own sales and use tax and will not exercise its right of pre-emption to impose a local sales and use tax pursuant to Article 29 of the Tax Law of the State of New York, to be effective during the term of this agreement except as provided in paragraph "9" herein. However, during the term of this agreement and any extension hereof, Troy reserves the right to seek authority from NYS Legislature to impose an Occupancy Tax within the City of Troy, New York through an amendment of Section 1202 of Article 29 of the Tax Law of the State of New York, and to impose same.

3. Rensselaer will rescind any steps taken toward instituting its own sales and use tax and will not exercise its right of pre-emption to impose a local sales and use tax pursuant to Article 29 of the Tax Law of the State of New York, to be effective during the term of this agreement except as provided in paragraph "9" herein.

4. In consideration for the above, the County agrees to pay to Troy and Rensselaer a percentage of (a) the Net Collections received by the County pursuant to the Original Tax and (b) Net Collections received by the County pursuant to the Additional Tax.

5. During each Sales Tax Year and as long as the County has the right and authority to impose the Additional Tax, the County agrees to pay Troy an amount equal to 19.65 percent of the first \$80,000,000.00, plus 9.00 percent of the sales tax receipts for the sales tax in excess of \$80,000,000.00.

6. If during the term of this agreement, the County loses its right and authority to impose the Additional Tax, then Troy shall receive 18.07 percent of the sales tax receipts.

7. During each Sales Tax Year covered by this agreement:

A. The County agrees to pay Rensselaer an amount equal to 2.59 percent of the Net Collections received by the County pursuant to the Original Tax.

B. The County further agrees to pay Rensselaer an amount equal to 3.66 percent of the

Net Collections received by the County pursuant to the Additional Tax, except that should the authority for the County to impose and receive Net Collections from said Additional Tax not be renewed, at any time, in which instance the County shall not be required to make said sales tax payments to Rensselaer pursuant to the Additional Tax from the date that such authority was rescinded.

8. The County agrees to make sales tax payments to Troy and Rensselaer on a quarterly basis as follows:

- March through the succeeding May June 15th
- June through the succeeding August September 15th
- September through the succeeding November December 15th
- December through the succeeding February March 15th

The amount of each quarterly payment shall be calculated by multiplying the amount of total Net Collections under the Original Tax and the Additional Tax received by the County during the above indicated months by the applicable percentages as defined in paragraphs "5", "6" and "7" of this agreement.

9. In the event of the expiration or termination of this agreement without renewal, Troy reserves its right to re-exercise its right of pre-emption with respect to the levying and collection of sales and use taxes within Troy, and Rensselaer reserves its right to exercise its right of pre-emption with respect to the levying and collection of sales and use taxes within Rensselaer.

10. The County shall make distributions each year to the areas within the County and outside the cities of Troy and Rensselaer during the term of this Agreement. Such distributions shall be in an amount equal to 11.5 percent of the first \$45,238,898.30 in gross sales tax revenues collected, plus 15 percent of any additional collections, that would otherwise be allocated for county purposes under the agreement. Rensselaer County may, with the approval of the State Comptroller, provide for distributions in excess of this amount. Such additional distributions shall be made from sales and use tax revenues that would otherwise be allocated for county purposes under the agreement. Troy and

Rensselaer hereby consent to any distributions made by the County to the area outside of the cities pursuant to this paragraph and expressly waive any right they may have under Section 1262(c) of the Tax Law of the State of New York to consent thereto at the time of any such distribution.

11. All sales and use tax monies received by the County and not distributed as herein provided shall be retained by the County for county purposes pursuant to Section 1262(a) of the Tax Law of the State of New York.

12. This agreement shall become effective upon its execution by the chief executive officers of the respective parties, they having first obtained legislative consent thereto by their respective legislative bodies, and upon the further approval and consent of the Comptroller of the State of New York.

IN WITNESS WHEREOF, the parties have signed this agreement on the day and year first above written and have caused the respective seals of the County, Troy and Rensselaer to be affixed hereto pursuant to authority granted by the Rensselaer County Legislature, the Troy City Council, and the Rensselaer Common Council.

Approved as to form:

COUNTY OF RENSSELAER, NEW YORK

Carl J. Kempf III
County Attorney

By: _____
Steven F. McLaughlin
County Executive

Approved as to form:

CITY OF TROY, NEW YORK

Richard Morrissey
Corporation Counsel

By: _____
Patrick Madden
Mayor

Approved as to form:

COUNTY OF RENSSELAER, NEW YORK

Philip J. Danaher
Corporation Counsel

By: _____
Michael Stammel
Mayor

STATE OF NEW YORK)
) ss:
COUNTY OF RENSSELAER)

On the ____ of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally came Steven F. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

STATE OF NEW YORK)
) ss:
COUNTY OF RENSSELAER)

On the ____ of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally came Patrick Madden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

STATE OF NEW YORK)
) ss:
COUNTY OF RENSSELAER)

On the ____ of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally came Michael Stammel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

By Alderperson:

COUNCIL AS A WHOLE

Seconded by Alderperson:

RESOLUTION AUTHORIZING AGREEMENT WITH BOYS & GIRLS CLUB OF SOUTHERN RENSSELAER COUNTY – COMMISSIONER OF PUBLIC WORKS

WHEREAS, the Commissioner of Public Works has negotiated an agreement with the Boys & Girls Club of Southern Rensselaer County that will provide rental of the Boys & Girls Club Building and Parking Lots for City purposes in return for snow removal services at such parking lots, and a copy of the applicable 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 attached Agreement with the Boys & Girls Club of Southern Rensselaer County is hereby approved, and the Acting Mayor, John Defrancesco, is authorized to execute such Agreement on behalf of the City of Rensselaer in that the Mayor is on the Board of Directors of the Boys & Girls Club of Southern Rensselaer County.

Approved as to form and sufficiency
this 17th day of February, 2021

Corporation Counsel

Approved by:

Mayor

February 16th, 2021



BOYS & GIRLS CLUB
OF SOUTHERN
RENSSELAER COUNTY

Mayor Michael Stammel
City of Rensselaer
62 Washington Street
Rensselaer, NY 12144

**Boys & Girls Clubs of
Southern Rensselaer
County**
544 Broadway
Rensselaer, NY 12144
Tel 518-465-3403
Fax 518-465-3973
www.bgcsorensco.org

Dear Mayor Michael Stammel,

I hope this correspondence finds you healthy and well. I'm writing to you today to ask for your assistance with the snow plowing of the parking lots at the Boys & Girls Clubs of Southern Rensselaer County, located at 544 Broadway.

The City of Rensselaer and the Boys & Girls Clubs of Southern Rensselaer County have had a strong, long-standing partnership that benefits many residents living in the City of Rensselaer. Some recent examples of this include our past collaboration for the 2020 *Christmas in the City, Summer Youth Programs, River Front Park off street parking and & Various other City Events* as well as the community-wide Pantry Food Distribution last month and for the next few months here at the Boys & Girls Club.

We are asking for assistance from the City to plow both the south and north parking lots surrounding the building as a trading of resources. We currently lack the in-house manpower to remove snow during major storms. Proper snow plowing not only safeguards our members, families and staff, but also helps us remain in compliance with licensing requirements. In return for your assistance, we will open our parking lot to be used for off-street parking during snow emergencies and city events as our facility is centrally located.

Thank you for your time and consideration.

Sincerely,
Justin Reuter
Executive Director
Boys & Girls Clubs of Southern Rensselaer County

Officers

Lisa A. Schroeder
Honorary Chair

President
Michael Burns

Vice President
Beth Polsinello

Colleen Reilly
Secretary

Suzi Corellis
Treasurer

Board Counsels

Aaron M. Harbeck
Diane Lufkin Schilling

Board of Directors

Anne Bayly-Reed
Michael Burns
Suzi Corellis
Lateef Duncan
Daniel Fitzgerald
Aaron M. Harbeck
Joseph Kardash
Scott Lawson
Ronald Marshall Sr.
Beth A. Polsinello
Colleen Reilly
Diane Lufkin Schilling
Lisa A. Schroeder
Michael E. Stammel
DJ Whitman

Executive Director

Justin Reuter

The Boys & Girls Clubs of Southern Rensselaer County is a 501(c)3 charitable organization (Federal Tax Identification #14-1471475). Your contribution is tax-deductible to the extent of the law.

GREAT FUTURES START HERE.

AGREEMENT

THIS AGREEMENT, entered into this ___ Day of _____, 2021, by and between the City of Rensselaer, New York (“the City”), a municipal corporation organized and existing under the laws of the State of New York with offices at 62 Washington Street, Rensselaer, New York 12144, and the Boys & Girls Club of Southern Rensselaer County (the “Contractor”), with offices at 544 Broadway, Rensselaer, New York 12144;

WITNESSETH, that the City and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR

The Contractor shall furnish rental of it’s Building and Parking Lots to the City in return for snow removal services of such Parking Lots at times and circumstances agreeable to the parties. It is anticipated that the City will require use of the Contractor’s Building approximately once per month and use of the Parking Lots at night during the Winter months and occasionally during the Summer months, as well as during Special Events in the City for Public Parking.

ARTICLE 2. TIME OF COMPLETION

The mutual services to be rendered under this Contract shall be performed on a year to year basis for a period of ten (10) years, but with either party having the right to terminate this agreement on thirty (30) days prior written notice to the other party.

ARTICLE 3. INDEMNITY AND SAVE HARMLESS AGREEMENT

The Contractor agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Contractor.

ARTICLE 4. NO ASSIGNMENT

In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the City.

ARTICLE 5. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

ARTICLE 6. AUTHORITY FOR EXECUTION ON BEHALF OF THE CITY

The Acting Mayor has executed this Agreement pursuant to a Resolution adopted by the Common Council of the City of Rensselaer, at a meeting thereof held on February 17, 2021. John Defrancesco, Acting Mayor of the City of Rensselaer, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the City of Rensselaer. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the City Clerk for the City of Rensselaer.

ARTICLE 7. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To City of Rensselaer: Commissioner of Public Works, City Hall, 62 Washington Street, Rensselaer, New York, 12144

To Contractor: Executive Director, Boys & Girls Club of Southern Rensselaer County, 544 Broadway, Rensselaer, New York 12144

ARTICLE 8. WAIVER

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 9. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 10. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York.

ARTICLE 11. HEADINGS

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

ARTICLE 12. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE 13. BINDING EFFECT

This Agreement shall be binding upon the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the City of Rensselaer has caused its corporate seal to be affixed hereto and these presents to be signed by John Defrancesco, Acting Mayor, duly authorized to do so, and to be attested to by Nancy Hardt, City Clerk for the City of Rensselaer, and the Contractor has caused its corporate seal to be affixed hereto and these presents to be signed by its Officer, the day and year first above written.

City of Rensselaer

(Seal of the City of
Rensselaer)

Attest: By:

By: _____
John Defrancesco, Acting Mayor

Nancy Hardt, City Clerk

Boys & Girls Club of Southern Rensselaer
County

By: _____
Officer