



NANCY E. HARDT
City Clerk

CITY OF RENSSELAER

OFFICE OF THE CITY CLERK

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144

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

AGENDA COMMON COUNCIL MEETING AUGUST 19, 2020

1. A RESOLUTION ADOPTING LOCAL LAW NO. 7 OF 2020
2. A RESOLUTION TO OVERRIDE VETO OF MAYOR OF PRIOR RESOLUTION NUMBER 4 ADOPTED BY COMMON COUNCIL ON AUGUST 5, 2020, 'A RESOLUTION APPOINTING COMMON COUNCIL MEMBERS TO THE CITY OF RENSSELAER BOARD OF PUBLIC SAFETY – COMMON COUNCIL
3. RESOLUTION AUTHORIZING NUNC PRO TUNC AGREEMENT WITH SYSTEMS EAST, INC. FOR THE 2020 CALENDAR YEAR - CITY TREASURER
4. A RESOLUTION ACCEPTING 2016/2017 AUDIT - OFFICE OF THE COMPTROLLER
5. AMENDED RESOLUTION TO TENTATIVELY APPROVE STREET DEDICATION PURSUANT TO SECTION 91 OF THE CITY CHARTER AND SCHEDULING A PUBLIC HEARING THEREON – DEPARTMENT OF PUBLIC WORKS
6. A RESOLUTION TO APPROVE STREET DEDICATION PURSUANT TO SECTION 91 OF THE CITY CHARTER – DEPARTMENT OF PUBLIC WORKS
7. A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 8 OF 2020 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON
8. A RESOLUTION APPROVING BIDS BASED ON PRIOR ISSUANCE OF REQUEST FOR PROPOSALS FOR TELECOMMUNICATIONS SYSTEM AND INTERNET SERVICES – RENSSELAER DEPARTMENTS OF POLICE AND CITY HALL OFFICES
9. A RESOLUTION COMMENDING THE CITY OF RENSSELAER YOUTH BUREAU ON HOSTING "YOUTH DAY" ON SATURDAY, SEPTEMBER 19TH, 2020 IN THE CITY OF RENSSELAER – YOUTH BUREAU
10. A RESOLUTION APPROVING RENSSELAER COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

CITY OF RENSSELAER, COMMON COUNCIL MEETING
August 19th, 2020

Aldersperson_moved that all bills and payrolls be referred to the Auditing Committee. The City Clerk reports that the bills and payrolls amounted to:

BILLS ENCUMBERED THROUGH:	August 5th, 2020	August 19th, 2020
General Fund	\$252,001.46	\$472,494.75
Water Fund	\$39,201.98	\$9,222.78
Solid Waste Fund	\$23,102.59	\$3,475.43
Sewer Fund	\$3,810.27	\$481.30
Library Fund	\$2,488.11	\$1,232.49
Capital Fund	\$286,116.90	\$9,768.96
Community Development Fund	\$0.00	\$8,361.00
Total	\$606,721.31	\$505,036.71

PAYROLL DATES:	July 10th, 2020	July 24th, 2020	August 7th, 2020
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Departments:

Common Council Payroll	\$2,168.53	\$2,168.53	\$2,168.53
General Fund Admin. Payroll	\$43,201.05	\$50,004.02	\$54,772.08
Library Payroll	\$3,338.25	\$3,887.75	\$3,875.75
Public Works Payroll	\$33,168.21	\$33,151.15	\$32,790.77
Public Works Clothing	\$0.00	\$0.00	\$0.00
Public Works Overtime	\$377.53	\$91.51	\$409.11
Water Department Payroll	\$8,347.35	\$9,089.26	\$9,089.26
Water Department Overtime	\$589.69	\$654.49	\$217.17
Solid Waste Payroll	\$8,806.55	\$8,806.55	\$8,806.55
Solid waste Overtime	\$67.44	\$79.22	\$213.81
Sewer Payroll	\$1,777.33	\$1,859.52	\$1,853.51
Sewer Overtime	\$83.84	\$0.00	\$268.28
Fire Department Payroll	\$36,339.80	\$35,041.61	\$36,471.07
Fire Department Overtime	\$18,448.09	\$17,205.46	\$17,186.96
Fire Department Kelly Days	\$4,187.74	\$3,994.92	\$0.00
Fire Department Longevity	\$292.31	\$292.31	\$314.23
Fire Department EMT	\$1,230.72	\$1,230.72	\$1,230.72
Fire Department Vacation Buy Back	\$0.00	\$0.00	\$0.00
Police Department Payroll	\$91,248.89	\$89,820.59	\$89,692.32
Police Department Overtime	\$14,041.04	\$7,093.76	\$9,608.47
Police Department Longevity	\$1,575.96	\$1,537.50	\$1,591.26
Police Department Vacation Buy Back	\$0.00	\$0.00	\$0.00
Health Ins. Opt out	\$0.00	\$0.00	\$0.00
Employee SS	\$16,064.75	\$16,111.20	\$16,151.57
Employee Medicare	\$3,757.11	\$3,767.97	\$3,777.35

TOTAL	\$289,112.18	\$285,888.04	\$290,488.77
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I hereby certify that the above claims are were duly audited and ordered paid at a meeting of the Common Council held on this date: August 19th, 2020

TO THE TREASURER OF THE CITY OF RENSSELAER, NY:

Pay to the claimants named herein the amounts of the claims set opposite their respective names, and charge to the funds specified, and this shall be your warrant.

**CITY OF RENSSELAER
COMMON COUNCIL MEETING
WEDNESDAY EVENING
REGULAR MEETING
AUGUST 19, 2020**

THE COUNCIL CONVENED AT 7:00 P.M. AND WAS CALLED TO ORDER BY PRESIDENT DEFRANCESCO.

THE ROLL BEING CALLED, THE FOLLOWING ANSWERED TO THEIR NAMES:

PRESIDENT DEFRANCESCO

ALDERPERSON: VAN VORST
GARDNER
CASEY
ENDRES
VANDYKE

EXCUSED: LEAHEY

CITY OFFICIALS IN ATTENDANCE:

ALDERPERSON GARDNER MOVED THAT THE MINUTES BE ADOPTED AS PRINTED, SUBJECT TO CORRECTIONS, SECONDED BY ALDERPERSON ENDRES. PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED.

COMMUNICATIONS: NONE

COMMUNICATIONS FROM DEPARTMENT HEADS: NONE

CITY CLERK NANCY HARDT REPORTS THAT RESOLUTION #5 OF THE AUGUST 5, 2020 COMMON COUNCIL MEETING WAS VETOED BY MAYOR STAMMEL. ALL OTHER RESOLUTIONS FROM THE AUGUST 5, 2020 MEETING HAVE BEEN APPROVED.

PRESENTATION OF ACCOUNTS:

ALDERPERSON GARDNER MADE A MOTION TO WAIVE THE READING OF THE BILLS AND PAYROLL, SECONDED BY ALDERPERSON CASEY.

VOTES TO WAIVE THE READING OF BILLS

AYES: VAN VORST, GARDNER, CASEY, ENDRES, VANDYKE, AND DEFRANCESCO.

NOES:

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED

ALDERPERSON VANVORST MADE A MOTION TO ACCEPT THE BILLS AND PAYROLL AS PRINTED SUBJECT TO CORRECTION, SECONDED BY ALDERPERSON ENDRES.

VOTES TO ACCEPT THE BILLS AND PAYROLL:

AYES: VAN VORST, GARDNER, CASEY, ENDRES, VAN DYKE, AND DEFRANCESCO.

NOES:

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED

COMMITTEE & WARD REPORTS:

WARD#1

WARD#2

WARD#3 ABSENT

WARD#4

WARD#5

WARD#6

COUNCIL PRESIDENT DEFRANCESCO:

BIDS: NONE

CLAIMS: NONE

PETITIONS: NONE

RESOLUTIONS: RESOLUTION #1 OF TONIGHT'S MEETING WAS TABLED BY A MOTION FROM ALDERPERSON CASEY; SECONDED BY ALDERPERSON VANVORST.

VOTES TO TABLE RESOLUTION # 1:

AYES: VANVORST, GARDNER, CASEY, ENDRES, VANDYKE AND PRESIDENT DEFRANCESCO.

NOES:

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED.

RESOLUTION #4 OF TONIGHT'S MEETING WAS TABLED BY A MOTION FROM ALDERPERSON CASEY AND SECONDED BY ALDERPERSON ENDRES. VOTES TO TABLE RESOLUTION #4:

AYES: VANVORST, GARDNER, CASEY, ENDRES, VANDYKE, AND PRESIDENT DEFRANCESCO.

NOES:

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED

A MOTION WAS MADE BY ALDERPERSON VANVORST TO ADJOURN AT 7:10 P. M. AND SECONDED BY ALDERPERSON ENDRES.

VOTES TO ADJOURN:

AYES: VAN VORST, GARDNER, CASEY, ENDRES ,VAN DYKE AND DEFRANCESCO.

NOES:

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED.

NEXT MEETING: SEPTEMBER 2, 2020

#1

Subbed.

By Alderperson : _____

Seconded by Alderperson : _____

A RESOLUTION ADOPTING LOCAL LAW NO. 7 OF 2020

WHEREAS, The City of Rensselaer is desirous of establishing a Local Law to implement Section 485-a of the New York State Real Property Tax Law in the City of Rensselaer thereby creating a Residential-Commercial Urban Exemption upon the conversion of nonresidential real property to mixed-use property, and

WHEREAS, the Common Council has reviewed Local Law No. 7 of the year 2020, and

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

NOW, THEREFORE BE IT RESOLVED, that Local Law No. 7 of the year 2020 is hereby adopted, and

BE IT FURTHER RESOLVED, that Local Law No. 7 of 2020 shall be effective upon filing with the Office of the New York State Secretary of State, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to file such Local Law No. 7 of 2020 with the Office of the New York State Secretary of State.

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

Corporation Counsel

Mayor

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

completion of construction/conversion to mixed-use property and upon approval of an application for said exemption. Such exemption shall be computed with respect to the exemption base. The exemption base shall be determined for each year in which there is an increase in assessed value so attributable from that of the previous year's assessed value. Such exemption shall be computed in accordance with the following table:

Year of Exemption	Percentage of Exemption
1-8	100% of exemption base
9	80% of exemption base
10	60% of exemption base
11	40% of exemption base
12	20% of exemption base

Section 155-49 Exclusions from Exemption

A. No exemption pursuant to this article shall be granted unless:

- (1) Such conversion was commenced subsequent to the effective date of this article.
- (2) The cost of such conversion exceeds the sum of \$10,000.
- (3) At least 25% of the building or structure's square footage shall be devoted to commercial purposes or use. For the purposes of this Article "Commercial Purpose and Use" shall be defined as real property used primarily for the buying, selling, or otherwise providing goods and services directly to the public, including hotel services, retail stores, office space, restaurants, bars, gyms, theaters and cafes.

B. **The term conversion shall not include ordinary maintenance or repairs.**

C. No such exemption shall be granted concurrent with or subsequent to any other real property tax exemption granted to the same improvements to real property, except, where during the period of such previous exemption, payments in lieu of taxes or other payments were made to the City in an amount that would have been equal to or greater than the amount of real property taxes that would have been paid on such improvements had such property been granted an exemption pursuant to this article. In such case, an exemption shall be granted for a number of years equal to the twelve-year exemption granted pursuant to this section less the number of years the property would have been previously exempt from real property taxes.

Section 155-50 Time to file application.

Any exemption pursuant to this article shall be granted only upon application by the owner thereof on the form prescribed by the New York State Board of Real Property Tax Services. The application shall be filed with the Assessor of the City of Rensselaer on or before the taxable status date of March 1 and within one year from the date of completion of such construction, alteration, installation or improvement to be eligible for an exemption to be entered on the assessment roll prepared on the basis of said taxable status date.

Section 155-51 Application Review

A. The Assessor of the City of Rensselaer shall review applications to determine whether applicant is entitled to an exemption pursuant to this section. If approved, such real property shall thereafter be exempt from taxation and special ad valorem levies as herein provided commencing with the assessment roll prepared after the taxable status date referred to herein. The assessed value of any exemption granted pursuant to this section shall be entered by the assessor on the assessment roll with the taxable property, with the amount of the exemption shown in a separate column.

B. In the event that real property granted an exemption pursuant to this section ceases to be used primarily for eligible purposes, the exemption granted pursuant to this section shall cease.

ARTICLE III. EFFECTIVE DATE

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

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

I hereby certify that the local law annexed hereto, designated as Local Law No. 7 of 2020 of the City of Rensselaer was duly passed by the Common Council on _____, 2020, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. 7 of 2020 of the City of Rensselaer was duly passed by the Common Council on _____, 2020, and was (approved)(not approved) (repassed after disapproval) by the Elective Chief Executive Officer*, Mayor Michael Stammel, and was deemed duly adopted on _____, 2020.

3. (Final adoption by referendum.)

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

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

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

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

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

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

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

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

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

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

(Seal)

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

Date: _____

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

State of New York
County of Rensselaer

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

Corporation Counsel
Title

CITY OF: RENNELAER

Date: _____

DRAFT

#2

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

A RESOLUTION TO OVERRIDE VETO OF MAYOR OF PRIOR RESOLUTION NUMBER 4 ADOPTED BY COMMON COUNCIL ON AUGUST 5, 2020, 'A RESOLUTION APPOINTING COMMON COUNCIL MEMBERS TO THE CITY OF RENSSELAER BOARD OF PUBLIC SAFETY – COMMON COUNCIL '

WHEREAS, The Common Council of the City of Rensselaer adopted Resolution Number 4 on August 5, 2020, a Resolution Appointing Common Council Members to the City of Rensselaer Board of Public Safety – Common Council," and

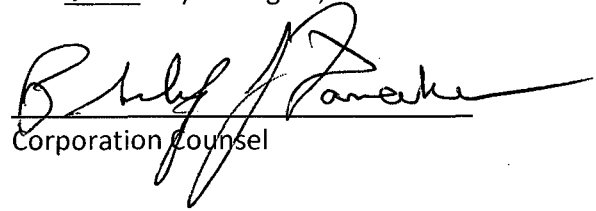
WHEREAS, the City Common Council having been advised that the Mayor returned a veto message to the City Clerk concerning the aforementioned Resolution, and the City Common Council having now carefully reconsidered such Resolution Number 4, a copy of which is attached hereto and made apart hereof, pursuant to Section 67 of the Rensselaer City Charter, and

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

WHEREAS, the City Common Council believes Resolution Number 4 adopted on August 5, 2020 is appropriate as to form and substance, and that passage of such Resolution over the veto of the Mayor is in the best interests of the City of Rensselaer, and good cause existing therefor,

NOW, THEREFORE BE IT RESOLVED, that the attached Resolution Number 4 previously adopted by the Common Council on August 5, 2020, is hereby readopted over the veto of the Mayor, pursuant to Section 67 of the City Charter.

Approved as to form and sufficiency
this 20th day of August, 2020


Corporation Counsel

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



MICHAEL STAMMEL
MAYOR

CITY OF RENSSELAER

OFFICE OF THE MAYOR
CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144



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

August 10, 2020

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

RE: Veto Message

Dear Clerk,

Pursuant to the Rensselaer City Charter, Section 67, I hereby veto Resolution No. 4, a Resolution Appointing Common Council Members to the City of Rensselaer Board of Public Safety, passed by the Common Council at the August 5, 2020 Meeting.

I object to such Resolution in that such Resolution requires a Charter change of Section 229 of the City Charter to be legally effective. I stand ready to work with the Common Council on addressing the needs of the residents of the City of Rensselaer as they relate to the subject matter of the vetoed Resolution.

Thank you for your kind attention and assistance.

Respectfully,

Michael Stammel
Mayor

#3

By Alderperson:

Council AS A Whole

Seconded by Alderperson: _____

RESOLUTION AUTHORIZING NUNC PRO TUNC AGREEMENT WITH SYSTEMS EAST, INC. FOR THE 2020 CALENDAR YEAR - CITY TREASURER

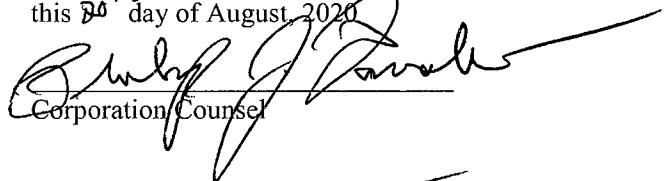
WHEREAS, the City Treasurer has been utilizing the services of Systems East, Inc. for the 2020 calendar year so as to provide software and software maintenance for tax collection related matters for the City of Rensselaer, and such Company having also provided such services for the 2019 calendar, and a copy of the applicable contract being attached hereto, and the approval of such contract, nunc pro tunc, 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,

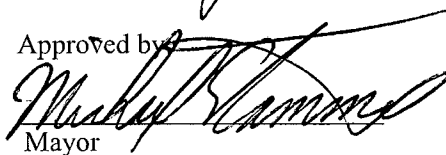
NOW, THEREFORE BE IT RESOLVED, that on behalf of the City of Rensselaer, the Agreement is hereby approved, nunc pro tunc, and the Mayor is authorized to execute such Agreement on behalf of the City of Rensselaer.

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

Approved as to form and sufficiency
this 30th day of August, 2020


Corporation Counsel

Approved by


Mayor

City of Rensselaer

**Agreement for
Application Software and
Support Services**

Prepared August 9, 2019





August 9, 2019

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

Dear Mr. Stammel,

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

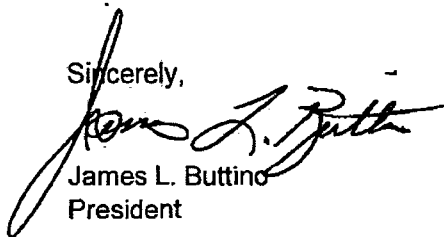
Beyond the services performed specifically for your site, this maintenance agreement entitles you to all software enhancements related to applications that play a vital role in your data processing plan as they continue to allow you and your staff to take advantage of contemporary and cost effective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

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

I once again wish to personally express my appreciation for the opportunity of serving you, your staff, and your associates. We all look forward to continuing this productive relationship into the future.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'James L. Buttino', is written over the typed name and title.

James L. Buttino
President

JLB/jd

Section 1: Scope of Services

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

Part 1: Application Maintenance and Support

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

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

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

Part 2: Cloud Hosting of Application and Data

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

Part 3: Consultation, Training, and General System Support

Systems East will provide the following areas of ongoing support to the municipality regarding software provided by Systems East and the Windows network currently operational within the municipality:

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

provided by Systems East, effect and install timely correction to the program or programs involved in such failure.

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

Section 2: General Considerations

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

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

- The municipality is entitled to a permanent license for use of all software developed by Systems East and specifically mentioned in Section 4 herein regardless of the status of any maintenance agreement with Systems East.
- It is understood and agreed by the parties hereto that all claims for payment by Systems East hereunder are expressly made subject to monies made available for this agreement through budget adoption or transfer of funds and that the municipality shall incur no liability for any such payments beyond the monies so appropriated. It is further understood that this agreement and acceptance of relevant services provided pursuant to same shall in no way cause an obligation on the part of the municipality to consider similar agreements in the future or appropriate monies for such agreements.
- In the event that maintenance or support is required for products developed by Systems East, Inc. and licensed to the municipality but not included in the scope of this agreement, services shall be available to the municipality at our prevailing hourly rate, provided such products are still actively supported by Systems East, Inc. Notification to Systems East, Inc is to be in writing or by delivery of a signed Systems East work order. Systems East, Inc. will provide estimates in advance upon request.
- In the event that this agreement for services is not executed by the indicated service commencement date with at least one original copy on file at the offices of both parties hereto, and further in the event that the municipality either requests or accepts services performed by Systems East in good faith during the calendar year for which such services would be purchased hereunder, it is understood that monies owed by the municipalities to Systems East as described in the "Statement of Acceptance" herein shall become due and payable in accordance as set forth therein.
- This agreement may be terminated through written notification to Systems East. In the event that the municipality is desirous of effecting such premature termination, written notice of such intent, signed by the appropriate duly authorized municipal officer, shall be delivered to the Cortland Office of Systems East via certified mail at least 60 days prior to the date of such intended cancellation. Further and in the event of such premature cancellation, the municipality agrees to pay to Systems East all monies as described and set forth herein for uninterrupted months in which services were provided. The amount due to Systems East for the final (partial) month of service shall be derived by dividing the calendar day of the month of cancellation by the number of days in the month of cancellation, such quotient being multiplied by the monthly fee set forth herein.

Section 3: Benefits of Subscription

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

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

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

Section 4: Contractual Term and Cost

Services will be contracted for a period of twelve months commencing January 1, 2020. For the term, based on the categories and items mentioned in this proposal, we are able to offer the following at the fixed fee indicated:

- TCS.Web Support and Maintenance..... \$6,525.00

TOTAL: \$6,525.00 (expenses included)

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

Sincerely,


James L. Buttino
President

Section 5: Statement of Acceptance

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

- Systems East, Inc. shall provide to Client the services outlined in the "SCOPE OF SERVICES" of the attached contract.
- Client and Systems East, Inc. shall both recognize and abide by the terms and conditions set forth in the "GENERAL CONSIDERATIONS" section attached hereto.
- Total consideration for the software and services set forth in this agreement shall be \$6,525.00. Consideration shall be remitted to Systems East by Client within thirty days of invoicing.
- This agreement shall terminate December 31, 2020.

CITY OF RENSSELAER

(seal)

By: 
Michael Stammel, Mayor

SYSTEMS EAST, INC.

(seal)


By: 
James L. Buttino, President

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

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

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

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

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

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

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

3. **Warranties and Representations.**

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

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

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

4. Limitation of Liability.

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

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

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

6. Non-Disclosure and Confidentiality.

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

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

7. Term and Termination.

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

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

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

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

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

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

9. **Miscellaneous.**

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

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

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

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

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

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

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

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

(i) This Agreement shall be governed by, construed, and interpreted in accordance with generally accepted accounting procedures. In the event of a dispute between the parties where the parties are unable to reach a mutually agreeable resolution, the dispute shall be submitted to binding arbitration under the commercial arbitration rules of

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

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

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

EXHIBIT B - AUTHORIZATION

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

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

#4
Jubled.

By Alderperson : Council As A Whole

Seconded by Alderperson : _____

A RESOLUTION ACCEPTING 2016/2017 AUDIT - OFFICE OF THE COMPTROLLER

WHEREAS, BST & Co. CPAs, LLP have conducted an Audit of the City of Rensselaer for Fiscal Year 2016/2017, and

WHEREAS, the Common Council of the City of Rensselaer has reviewed such Audit, a copy of which is attached hereto, and good cause appearing therefore,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby accepts the findings contained in such Audit and thanks BST & Co.CPAs, LLP for its service to the City of Rensselaer.

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

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

Corporation Counsel

Mayor

By Alderperson : VAN DYKE

#5

Seconded by Alderperson : Council AS A Whole

**AMENDED RESOLUTION TO TENTATIVELY APPROVE STREET DEDICATION PURSUANT TO
SECTION 91 OF THE CITY CHARTER AND
SCHEDULING A PUBLIC HEARING THEREON – DEPARTMENT OF PUBLIC WORKS**

WHEREAS, The Common Council of the City of Rensselaer has been provided with a Deed proposing Dedication of Patroon Pointe Drive to the City of Rensselaer pursuant to Section 91 of the City Charter, and

WHEREAS, the Common Council having been advised that the original subdivision plans for the Patroon Pointe Subdivision, duly approved by the City, had called for the dedication of Patroon Point Drive to the City of Rensselaer, and it appearing that the Developer had provided all necessary documents to the City on or about 2002 to complete such Dedication, and it appearing that the City had previously attempted to accept Dedication pursuant to prior Resolutions, but that for unknown reasons such Dedication of Patroon Point Drive was never completed, and

WHEREAS, it appearing the City has been maintaining Patroon Point Drive for more than ten (10) years without claiming such street under the CHIPS Program, and the Street Dedication appearing to be an Unclassified Action under SEQRA, and all Street Dedications requiring a 2/3 vote of the Common Council, and

WHEREAS, such proposed Street Dedication of Patroon Pointe Drive appears to be in the best interests of the City of Rensselaer and it appearing appropriate for a Public Hearing to be scheduled so as to consider public comments on such proposed Street Dedication, and

WHEREAS, this Resolution having been initially approved with a Public Hearing date of August 5, 2020 due to clerical error, but with proper Public Notice having been issued herein for August 19, 2020 as the Public Hearing date, such Resolution is hereby amended, nunc pro tunc, to reflect a Public Hearing date of August 19, 2020,


NOW, THEREFORE BE IT RESOLVED, that the attached proposed Street Dedication is hereby tentatively approved subject to Public Hearing, and


BE IT FURTHER RESOLVED, that a Public Hearing will be held at 6:30pm on August 19th, 2020, 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 the possible approval of the proposed Street Dedication, and

BE IT FURTHER RESOLVED, that it is hereby acknowledged that the City Clerk has already issued appropriate Public Notice of the Public Hearing scheduled herein for August 19, 2020 at 6:30pm.

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
James Casey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	0 Aye	0 No	Abstain	1 Absent
Result	PASSED			

Approved as to form and sufficiency
this 10th day of August, 2020


Corporation Counsel


Mayor

#6

By Alderperson : VAN DYKE

Seconded by Alderperson : Council B A Whole

**A RESOLUTION TO APPROVE STREET DEDICATION PURSUANT TO SECTION 91 OF THE CITY
CHARTER – DEPARTMENT OF PUBLIC WORKS**

WHEREAS, The Common Council of the City of Rensselaer has been provided with the attached Deed proposing Dedication of Patroon Pointe Drive to the City of Rensselaer pursuant to Section 91 of the City Charter, and

WHEREAS, the Common Council having been advised that the original subdivision plans for the Patroon Pointe Subdivision, duly approved by the City, had called for the dedication of Patroon Point Drive to the City of Rensselaer, and it appearing that the Developer had provided all necessary documents to the City on or about 2002 to complete such Dedication, and it appearing that the City had previously attempted to accept Dedication pursuant to prior Resolutions, but that for unknown reasons such Dedication of Patroon Point Drive was never completed, and

WHEREAS, it appearing the City has been maintaining Patroon Point Drive for more than ten (10) years without claiming such street under the CHIPS Program, and the Street Dedication appearing to be an Unclassified Action under SEQRA, and all Street Dedications requiring a 2/3 vote of the Common Council, and

WHEREAS, such proposed Street Dedication of Patroon Pointe Drive appears to be in the best interests of the City of Rensselaer and a Public Hearing having been conducted so as to consider public comments on such Street Dedication,

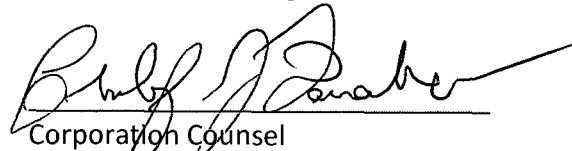
NOW, THEREFORE BE IT RESOLVED, that the attached proposed Street Dedication is hereby approved, and

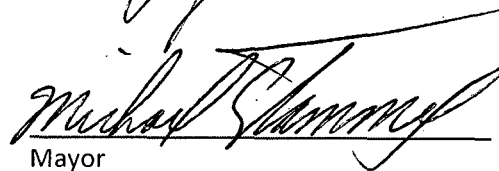
BE IT FURTHER RESOLVED, that such street dedication is hereby determined to be an Unclassified Action under SEQRA and such Dedicated Street shall now be added to the list of approved City Streets for inclusion in the CHIPs Program, and

BE IT FURTHER RESOLVED, that the City Corporation Counsel is authorized to file and record all necessary documents with the Rensselaer County Clerk to complete the Street Dedication, and the City Treasurer is authorized to issue the appropriate draft to the Rensselaer County Clerk to cover all recording fees and costs for such Dedication.

Approved as to form and sufficiency
this 20th day of August, 2020

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


Corporation Counsel


Mayor

Schedule A

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the City of Rensselaer, County of Rensselaer and State of New York, being a portion of Lot No. 3 as shown on a map entitled "Proposed Resubdivision of a Portion of Partridge Run Subdivision", made by ABD Engineers and Surveyors, dated April, 2000, and filed May 2, 2001, in the Rensselaer County Clerk's Office in Drawer 2001 as Map No. 50, and being more particularly bounded and described as follows:

COMMENCING at a point located on the northerly road boundary of Partridge Boulevard at its intersection with the division line between Lot 2 on the southeast and Lot 3 on the northwest, as shown on the aforementioned map; thence continuing along said road boundary the following four (4) courses and distances:

- 1.) North $67^{\circ} 35' 46''$ West a distance of 14.30 feet to a point;
- 2.) Along a curve to the right, having a radius of 25.00 feet, an arc distance of 31.81 feet, said curve containing a chord of North $31^{\circ} 08' 54''$ West, 29.70 feet;
- 3.) Along a curve to the left, having a radius of 60.00 feet, an arc distance of 156.76 feet to a point, said curve containing a chord of North $69^{\circ} 32' 55''$ West, 115.83 feet; and
- 4.) Along a curve to the right, having a radius of 650.00 feet, an arc distance of 26.15 feet to the POINT OF BEGINNING, said curve containing a chord of North $54^{\circ} 39' 33''$ West, 26.15 feet;

thence, continuing along said northerly road boundary, following a curve to the right, having a radius of 650.00 feet, an arc distance of 104.97 feet to a point, said curve containing a chord of North $48^{\circ} 52' 49''$ West, 104.85 feet; thence through said Lot 3 the following ten (10) courses and distances:

- 1.) Along a curve to the left, having a radius of 25.00 feet, an arc distance of 44.48 feet to a point, said curve containing a chord of North $84^{\circ} 46' 31''$ East, 38.84 feet;
- 2.) North $33^{\circ} 48' 15''$ East a distance of 70.67 feet to a point;
- 3.) Along a curve to the right, having a radius of 800.00 feet, an arc distance of 268.88 feet to a point, said curve containing a chord of North $43^{\circ} 25' 58''$ East, 267.61 feet;
- 4.) Along a curve to the left, having a radius of 152.00 feet, an arc distance of 110.72 feet to a point, said curve containing a chord of North $32^{\circ} 38' 02''$ East, 108.28 feet;
- 5.) Along a curve to the left, having a radius of 31.20 feet, an arc distance of 52.37 feet to a point; said curve containing a chord of North $36^{\circ} 45' 11''$ West, 46.36 feet;
- 6.) Along a curve to the right, having a radius of 60.00 feet, an arc distance of 242.53 feet to a point, said curve containing a chord of North $35^{\circ} 32' 28''$ East, 108.04 feet;
- 7.) Along a curve to the right, having a radius of 202.00 feet, an arc distance of 292.31 feet to a point, said curve containing a chord of South $12^{\circ} 02' 40''$ West, 267.47 feet;

Continued On Next Page

Schedule A (Continued)

- 8.) Along a curve to the left, having a radius of 750.00 feet, an arc distance of 251.69 feet to a point, said curve containing a chord of South $43^{\circ} 25' 05''$ West, 250.51 feet;
- 9.) South $33^{\circ} 48' 15''$ a distance of 83.51 feet to a point; and
- 10.) Along a curve to the left, having a radius of 25.00 feet, an arc distance of 38.10 feet to the point of beginning, said curve containing a chord of South $09^{\circ} 51' 04''$ East, 34.52 feet.

Being a proposed roadway to be known as Patroon Point Drive.

By Alderperson

:

Council As A Whole

#9

Seconded by Alderperson

:

A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 8 OF 2020 AS TO FORM AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, The City of Rensselaer is desirous of establishing a Local Law to amend Chapter 179 of the City Code so as to create an Article IX and Article X dealing with Solar and Battery Storage Systems, respectively, in the City of Rensselaer, and

WHEREAS, the Common Council has reviewed proposed Local Law No. 8 of the year 2020, a copy of which is attached hereto and made a part hereof, and

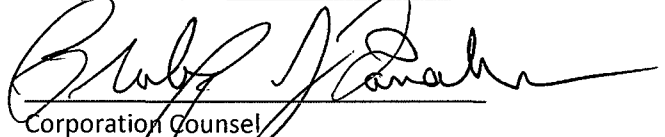
WHEREAS, such Local Law appears appropriate as to form and it appearing appropriate for a Public Hearing to be scheduled so as to consider public comments on such proposed Local Law,

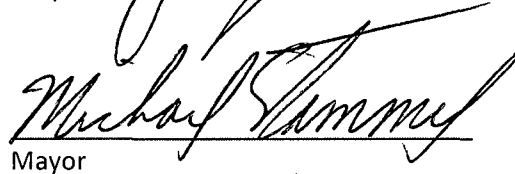
NOW, THEREFORE BE IT RESOLVED, that proposed Local Law No. 8 of the year 2020 is hereby approved as to form, and

BE IT FURTHER RESOLVED, that a Public Hearing will be held at 6:30 p.m. on September 2nd, 2020, 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. 8 of 2020, and

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

Approved as to form and sufficiency
this 20th day of AUGUST, 2020


Corporation Counsel


Mayor

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

CITY OF RENSSELAER

LOCAL LAW NO. 8 OF THE YEAR 2020.

A Local Law

To Amend Chapter 179, of the Code of the City of Rensselaer, New York, Relative to the Creation of Chapter 179, Article IX and Article X, Concerning Solar and Other Energy Storage Systems in the City of Rensselaer

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

Chapter 179. Zoning

Article IX. Solar Energy

§179-90. Authority.

This Article is adopted pursuant to sections 19 and 20 of the General City Law and section 10 of the Municipal Home Rule Law of the State of New York.

§179-91. Purpose.

- A. This Article is adopted to advance and protect the public health, safety, and welfare of the City by creating standards for the installation and use of solar energy generating systems and equipment and to make provision for, so far as conditions may permit, the accommodation of solar energy systems and equipment.

§179-92. Definitions.

As used in this Article, the following terms have the meanings indicated:

BUILDING-INTEGRATED SOLAR ENERGY SYSTEM: A combination of Solar Panels and Solar Energy Equipment integrated into any building envelope system such as vertical facades, semitransparent skylight systems, roofing materials, or shading over windows, which produce electricity for onsite consumption.

FARMLAND OF STATEWIDE IMPORTANCE: Land, designated as “Farmland of Statewide Importance” in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)’s Soil Survey Geographic (SSURGO) Database on Web Soil Survey, that is of statewide importance for the production of food, feed, fiber, forage, and oilseed crops as determined by the appropriate state agency or agencies. Farmland of Statewide Importance may include tracts of land that have been designated for agriculture by state law.

GLARE: The effect by reflections of light with intensity sufficient, as determined in a commercially reasonable manner, to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.

GROUND-MOUNTED SOLAR ENERGY SYSTEM: A Solar Energy System that is anchored to the ground via a pole or other mounting system, detached from any other structure, that generates electricity for onsite or offsite consumption.

NATIVE PERENNIAL VEGETATION: native wildflowers, forbs, and grasses that serve as habitat, forage, and migratory way stations for pollinators and shall not include any prohibited or regulated invasive species as determined by the New York State Department of Environmental Conservation.

POLLINATOR: Bees, birds, bats, and other insects or wildlife that pollinate flowering plants, including both wild and managed insects.

PRIME FARMLAND: Land, designated as “Prime Farmland” in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)’s Soil Survey Geographic (SSURGO) Database on Web Soil Survey, that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is also available for these land uses.

ROOF-MOUNTED SOLAR ENERGY SYSTEM: A Solar Energy System located on the roof of any legally permitted building or structure that produces electricity for onsite or offsite consumption.

SOLAR ACCESS: Space open to the sun and clear of overhangs or shade so as to permit the use of active and/or passive Solar Energy Systems on individual properties.

SOLAR ENERGY EQUIPMENT: Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

SOLAR ENERGY SYSTEM: The components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, Solar Panels and Solar Energy Equipment. The area of a Solar Energy System includes all the land inside the perimeter of

the Solar Energy System, which extends to any interconnection equipment. A Solar Energy System is classified as a Tier 1, Tier 2, or Tier 3 Solar Energy System as follows.

- A. Tier 1 Solar Energy Systems include the following: Roof-Mounted Solar Energy Systems and Building-Integrated Solar Energy Systems
- B. Tier 2 Solar Energy Systems include Ground-Mounted Solar Energy Systems with a total surface area of all solar panels on the lot of up to four thousand (4,000) square feet and that generate up to one hundred ten percent (110%) of the electricity consumed on the site over the previous twelve (12) months.
- C. Tier 3 Solar Energy Systems are systems that are not included in the list for Tier 1 and Tier 2 Solar Energy Systems.

SOLAR PANEL: A photovoltaic device capable of collecting and converting solar energy into electricity.

STORAGE BATTERY: A device that stores energy and makes it available in an electrical form.

§179-93. Applicability.

- A. This Article applies to all Solar Energy Systems permitted, installed, or modified in the City after the effective date of this Article, excluding standard maintenance and repair.
- B. Modifications to an existing Solar Energy System that increase the Solar Energy System area by more than five percent (5%) of the original area of the Solar Energy System (exclusive of moving any fencing) shall be subject to this Article.
- C. All Solar Energy Systems shall be designed, erected, and installed in accordance with all applicable codes, regulations, and industry standards as referenced in the NYS Uniform Fire Prevention and Building Code (“Building Code”), the NYS Energy Conservation Code (“Energy Code”), and the City Code.

§179-94. General Requirements.

- A. A building permit shall be required for installation of all Solar Energy Systems and the construction/installation shall be carried out in conformance with such building permits.

§179-95. Permitting Requirements for Tier 1 Solar Energy Systems.

All Tier 1 Solar Energy Systems are permitted in all zoning districts and shall be exempt from site plan review, subject to the following conditions for each type of Solar Energy System:

A. Roof-Mounted Solar Energy Systems

- 1) Roof-Mounted Solar Energy Systems shall incorporate, when feasible, the following design requirements:
 - a. Solar Panels on pitched roofs shall be mounted with a maximum distance of eight (8) inches between the roof surface and the highest edge of the system.
 - b. Solar Panels on pitched roofs shall be installed parallel to the roof surface on which they are mounted or attached.
 - c. Solar Panels on pitched roofs shall not extend higher than the highest point of the roof surface on which they are mounted or attached.
 - d. Solar Panels on flat roofs shall not extend above the top of the surrounding parapet, or more than twenty-four (24) inches above the flat surface of the roof, whichever is higher.
- 2) Glare: All Roof-Mounted Solar Panels shall have anti-reflective coating(s).
- 3) All Roof-Mounted Solar Energy Systems shall be subject to the maximum height regulations specified for principal and accessory buildings within the underlying zoning district.

B. Building-Integrated Solar Energy Systems shall be shown on the plans submitted for the building permit application for the building containing the system.

§179-96. Permitting Requirements for Tier 2 Solar Energy Systems.

All Tier 2 Solar Energy Systems shall be permitted in all zoning districts as accessory structures and shall be exempt from site plan review under the Zoning Code, subject to the following conditions:

- A. Glare: All Solar Panels shall have anti-reflective coating(s).
- B. Setbacks: Tier 2 Solar Energy Systems shall be subject to the setback regulations specified for the accessory structures within the underlying zoning district. All Ground-Mounted Solar Energy Systems shall only be installed in the side or rear yards in residential districts.
- C. Height: Tier 2 Solar Energy Systems shall be subject to the height limitations specified for accessory structures within the underlying zoning district.
- D. Screening and Visibility.
 - 1) All Tier 2 Solar Energy Systems shall have views minimized from adjacent properties to the extent reasonably practicable.
 - 2) Solar Energy Equipment shall be located in a manner to reasonably avoid and/or minimize blockage of views from surrounding properties and shading of property to the north, while still providing adequate solar access.

E. Lot Size: Tier 2 Solar Energy Systems shall comply with the existing lot size requirement specified for accessory structures within the underlying zoning district.

§179-97. Permitting requirements for Tier 3 Solar Energy Systems.

All Tier 3 Solar Energy Systems are permitted through the issuance of a special use permit pursuant to Section 179-24 of this Chapter within the Industrial (I-1), Light Industrial (I-2) and General Commercial (C-1) zoning districts, and are subject to site plan application requirements set forth in Article VI of this Chapter.

- A. Applications. Applications for the installation of Tier 3 Solar Energy System shall be reviewed by the Building and Zoning Administrator for completeness. Applicants shall be advised of the completeness of their application or any deficiencies that must be addressed prior to substantive review.
- B. Underground Requirements. All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, with the exception of the main service connection at the utility company right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and rights-of-way.
- C. Vehicular Paths. Vehicular paths within the site shall be designed to minimize the extent of impervious materials and soil compaction.
- D. Signage.
 - 1) No signage or graphic content shall be displayed on the Solar Energy Systems except the manufacturer's name, equipment specification information, safety information, and 24-hour emergency contact information. Said information shall be depicted within an area no more than eight (8) square feet.
 - 2) As required by National Electric Code (NEC), disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.
- E. Glare. All Solar Panels shall have anti-reflective coating(s).
- F. Lighting. Lighting of the Solar Energy Systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.
- G. Tree-cutting. Removal of existing trees larger than six (6) inches in diameter should be minimized to the extent possible.
- H. Decommissioning.
 - 1) Solar Energy Systems that have been abandoned and/or not producing electricity for a period of one (1) year shall be removed at the owner and/or operators expense, which may come from any security made with the City as set forth herein.
 - 2) A decommissioning plan signed by the owner and/or operator of the Solar Energy System shall be submitted by the applicant, addressing the following:
 - a. The cost of removing the Solar Energy System.

b. The time required to decommission and remove the Solar Energy System and any ancillary structures.

c. The time required to repair any damage caused to the property by the installation and removal of the Solar Energy System.

3) Security.

a. The deposit, executions, or filing with the City Clerk of cash, bond, or other form of security reasonably acceptable to the City, shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restoration of the site subsequent to removal. The amount of the bond or security shall be one hundred twenty-five percent (125%) of the cost of removal of the Tier 3 Solar Energy System and restoration of the property with an escalator of two percent (2%) annually for the life of the Solar Energy System.

b. In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the City, which shall be entitled to maintain an action thereon. The cash deposit, bond, or security shall remain in full force and effect until restoration of the property as set forth in the decommissioning plan is completed.

c. In the event of default or abandonment of the Solar Energy System, the system shall be decommissioned as set forth in Section 179-99 herein.

I. Site plan application. For any Solar Energy System requiring a special use permit, site plan approval shall also be required. Any site plan application shall include, in addition to any information required by Article VI hereof, the following information:

- 1) Property lines and physical features, including roads, for the project site
- 2) Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, and screening vegetation or structures
- 3) A one- or three-line electrical diagram detailing the Solar Energy System layout, solar collector installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and over current devices.
- 4) A preliminary equipment specification sheet that documents all proposed solar panels, significant components, mounting systems, and inverters that are to be installed. A final equipment specification sheet shall be submitted prior to the issuance of building permit.
- 5) Name, address, and contact information of proposed or potential system installer and the owner and/or operator of the Solar Energy System. Such information of the final system installer shall be submitted prior to the issuance of building permit.
- 6) Name, address, phone number, and signature of the project applicant, as well as all the property owners, demonstrating their consent to the application and the use of the property for the Solar Energy System.

- 7) Zoning district designation for the parcel(s) of land comprising the project site.
- 8) Property Operation and Maintenance Plan. Such plan shall describe continuing photovoltaic maintenance and property upkeep, such as mowing and trimming.
- 9) Erosion and sediment control and storm water management plans prepared to New York State Department of Environmental Conservation standards, if applicable, and to such standards as may be established by the Planning Commission.
- 10) Prior to the issuance of the building permit or final approval by the Planning Commission, but not required as part of the application, engineering documents must be signed and sealed by a New York State Licensed Professional Engineer or Registered Architect.

J. Special Use Permit Standards. In addition to the requirements of Section 179-24 hereof, the following shall apply:

- 1) Lot size
 - a. The property on which a Tier 3 Solar Energy System is placed shall meet the lot size requirements of the underlying zoning district.
- 2) Setbacks
 - a. Tier 3 Solar Energy Systems shall comply with the setback requirements of the underlying zoning district for principal structures.
- 3) Height
 - a. Tier 3 Solar Energy Systems shall comply with the building height limitations for principal structures of the underlying zoning district.
- 4) Lot coverage
 - a. The following components of a Tier 3 Solar Energy System shall be included in the calculations for lot coverage requirements:
 - I. Foundation systems, typically consisting of driven piles or monopoles or helical screws with or without small concrete collars.
 - II. All mechanical equipment of the Solar Energy System, including any pad-mounted structure for batteries, switchboard, transformers, or storage cells.
 - III. Paved access roads servicing the Solar Energy System.
 - b. Lot coverage of the Solar Energy System, as defined above, shall not exceed the maximum lot coverage requirement of the underlying zoning district.
- 5) Fencing Requirements. All mechanical equipment, including any structure for storage batteries, shall be enclosed by a seven (7) foot high fence, as required by NEC, with a self-locking gate to prevent unauthorized access.
- 6) Screening and Visibility.

a. Solar Energy Systems smaller than ten (10) acres shall have views minimized from adjacent properties to the extent reasonably practicable using architectural features, earth berms, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area.

b. Solar Energy Systems larger than ten (10) acres shall be required to:

I. Conduct a visual assessment of the visual impacts of the Solar Energy System on public roadways and adjacent properties. At a minimum, a line-of-sight profile analysis shall be provided. Depending upon the scope and potential significance of the visual impacts, additional impact analyses, including for example a digital viewshed report, may be required to be submitted by the applicant.

II. Submit a screening & landscaping plan to show adequate measures to screen through landscaping, grading, or other means so that views of Solar Panels and Solar Energy Equipment shall be minimized as reasonably practical from public roadways and adjacent properties to the extent feasible.

i. The screening & landscaping plan shall specify the locations, elevations, height, plant species, and/or materials that will comprise the structures, landscaping, and/or grading used to screen and/or mitigate any adverse aesthetic effects of the system. The landscaped screening shall be comprised of a minimum of one [1] evergreen tree, at least six (6) feet high at time of planting, plus 2 supplemental shrubs at the reasonable discretion of the Planning Commission, all planted within each ten (10) linear feet of the Solar Energy System. Existing vegetation may be used to satisfy all or a portion of the required landscaped screening. A list of suitable evergreen tree and shrub species should be provided by the City upon request.

7) Agricultural Resources. For projects located on agricultural lands:

1) Any Tier 3 Solar Energy System located on areas that consist of Prime Farmland or Farmland of Statewide Importance shall not exceed fifty percent (50%) of the area of Prime Farmland or Farmland of Statewide Importance on the parcel.

2) Tier 3 Solar Energy Systems on Prime Farmland or Farmland of Statewide Importance shall be required to seed twenty percent (20%).

3) To the maximum extent practicable, Tier 3 Solar Energy Systems located on Prime Farmland shall be constructed in accordance with the construction requirements of the New York State Department of Agriculture and Markets.

4) Tier 3 Solar Energy System owners shall develop, implement, and maintain native vegetation to the extent practicable pursuant to a vegetation management plan by providing native perennial vegetation and foraging

habitat beneficial to game birds, songbirds, and pollinators. To the extent practicable, when establishing perennial vegetation and beneficial foraging habitat, the owners shall use native plant species and seed mixes.

K. Ownership Changes. If the owner or operator of the Solar Energy System changes or the owner of the property changes, the special use permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, and decommissioning plan, including financial assurance therefor. A new owner or operator of the Solar Energy System shall notify the Building and Zoning Administrator of such change in ownership or operator within thirty (30) days of the ownership change.

§179-98. Safety.

A. Solar Energy Systems and Solar Energy Equipment shall be certified under the applicable electrical and/or building codes as required.

B. Solar Energy Systems shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a level acceptable to the local fire department and, if the Tier 3 Solar Energy System is located in an ambulance district, the local ambulance corps.

C. If Storage Batteries are included as part of the Solar Energy System, they shall meet the requirements of any applicable fire prevention and building code when in use and, when no longer used, shall be disposed of in accordance with the laws and regulations of the City and any applicable federal, state, or county laws or regulations.

§179-99. Permit Time Frame and Abandonment.

A. The special use permit and site plan approval for a Solar Energy System shall be valid for the period(s) set forth in Section 179-24 and Article VI of this Chapter, respectively.

B. Upon cessation of electricity generation of a Solar Energy System on a continuous basis for twelve (12) months, the City may notify and instruct the owner and/or operator of the Solar Energy System to implement the decommissioning plan. The decommissioning plan must be completed within three hundred sixty (360) days of notification.

C. If the owner and/or operator fails to comply with decommissioning upon any abandonment, the City may, at its discretion, utilize the bond and/or security for the removal of the Solar Energy System and restoration of the site in accordance with the decommissioning plan.

§179-100. Enforcement.

Any violation of this Article shall be subject to the enforcement requirements, including civil and criminal penalties, provided for in the City's Zoning Code.

§179-101. Severability.

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by any court of competent jurisdiction, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

Chapter 179. Zoning

Article X. Energy Storage Systems

§179-102. Authority.

This Article is adopted pursuant to sections 19 and 20 of the General City Law and section 10 of the Municipal Home Rule Law which authorize the City to adopt zoning provisions that advance and protect the health, safety and welfare of the community.

§179-103. Purpose.

This Article is adopted to advance and protect public health, safety, welfare, and quality of life of the City by setting forth standards for the installation and use of battery energy storage systems.

§179-104. Definitions.

As used in this Article, the following terms have the meanings indicated:

ANSI: American National Standards Institute

BATTERY(IES): A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically. For the purposes of this Article, batteries utilized in consumer products are excluded from these requirements.

BATTERY ENERGY STORAGE MANAGEMENT SYSTEM: An electronic system that protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected.

BATTERY ENERGY STORAGE SYSTEM: One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle. A battery energy storage system is classified as a Tier 1 or Tier 2 Battery Energy Storage System as follows:

- A. Tier 1 Battery Energy Storage Systems have an aggregate energy capacity less than or equal to 600kWh and, if in a room or enclosed area, consist of only a single energy storage system technology.
- B. Tier 2 Battery Energy Storage Systems have an aggregate energy capacity greater than 600kWh or are comprised of more than one storage battery technology in a room or enclosed area.

CELL: The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and deliver electrical energy.

COMMISSIONING: A systematic process that provides documented confirmation that a battery energy storage system functions according to the intended design criteria and complies with applicable code requirements.

DEDICATED-USE BUILDING: A building that is built for the purpose of housing battery energy storage system equipment, is classified as Group F-1 occupancy as defined in the International Building Code promulgated by the International Code Council, and complies with the following:

- 1) The building's only use is battery energy storage, energy generation, and other electrical grid-related operations.
- 2) No other occupancy types are permitted in the building.
- 3) Occupants in the rooms and areas containing battery energy storage systems are limited to personnel that operate, maintain, service, test, and repair the battery energy storage system and other energy systems.
- 4) Administrative and support personnel are permitted in areas within the buildings that do not contain battery energy storage system, provided the following:
 - a. The areas do not occupy more than ten percent (10%) of the building area of the story in which they are located.
 - b. A means of egress is provided from the administrative and support use areas to the public way that does not require occupants to traverse through areas containing battery energy storage systems or other energy system equipment.

ENERGY CODE: The New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law, as currently in effect and as hereafter amended from time to time.

FIRE CODE: The fire code section of the New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL): A U.S. Department of Labor designation recognizing a private sector organization to perform certification for certain products to ensure that they meet the requirements of both the construction and general industry OSHA electrical standards.

NEC: National Electric Code.

NFPA: National Fire Protection Association.

NON-DEDICATED-USE BUILDING: All buildings that contain a battery energy storage system and do not comply with the dedicated-use building requirements.

NON-PARTICIPATING PROPERTY: Any property that is not a participating property.

NON-PARTICIPATING RESIDENCE: Any residence located on non-participating property.

OCCUPIED COMMUNITY BUILDING: Any building in Occupancy Group A, B, E, I, R, as defined in the International Building Code, including but not limited to schools, colleges, daycare facilities, hospitals, correctional facilities, public libraries, theaters, stadiums, apartments, hotels, and houses of worship.

PARTICIPATING PROPERTY: A battery energy storage system host property or any real property that is the subject of an agreement that provides for the payment of monetary compensation to the landowner from the battery energy storage system owner (or affiliate) regardless of whether any part of a battery energy storage system is constructed on the property.

UNIFORM CODE: the New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

§179-105. Applicability.

A. The requirements of this Article shall apply to all battery energy storage systems permitted, installed, or modified in the City after the effective date thereof, excluding general maintenance and repair.

B. Modifications to, retrofits or replacements of an existing battery energy storage system that increase the total battery energy storage system designed discharge duration or power rating shall be subject to this Article.

§179-106. General Requirements.

A. A building permit and an electrical permit shall be required for installation of all battery energy storage systems and the construction/installation shall be carried out in conformance with such permits.

B. All battery energy storage systems, all Dedicated Use Buildings, and all other buildings or structures that (1) contain or are otherwise associated with a battery energy storage system and (2) subject to the Uniform Code and/or the Energy Code shall be designed, erected, and installed in accordance with all applicable provisions of the Uniform Code, all applicable provisions of the Energy Code, and all applicable provisions of the codes, regulations, and industry standards as referenced in the Uniform Code, the Energy Code, and the City Code.

§179-107. Permitting Requirements for Tier 1 Battery Energy Storage Systems.

Tier 1 Battery Energy Storage Systems shall be permitted in all zoning districts, subject to the Uniform Code and the City's "Battery Energy Storage System Permit," and shall be exempt from the Planning Commission site plan review.

§179-108. Permitting Requirements for Tier 2 Battery Energy Storage Systems.

Tier 2 Battery Energy Storage Systems are permitted through the issuance of a special use/site plan approval by the Planning Commission within the Industrial (I-1), Light Industrial (I-2) and General Commercial (C-1) zoning districts, and shall be subject to the Uniform Code and the site plan application requirements set forth in this Section, in addition the special use/site plan requirements of Section 179-24 and Article VI of this Chapter.

A. Applications for the installation of Tier 2 Battery Energy Storage System shall be reviewed by the Building and Zoning Administrator for completeness. An application shall be complete when it addresses all matters listed in this Article, including, but not limited to, (i) compliance with all applicable provisions of the Uniform Code and all applicable provisions of the Energy Code and (ii) matters relating to the proposed battery energy storage system and Floodplain, Utility Lines and Electrical Circuitry, Signage, Lighting, Vegetation and Tree-cutting, Noise, Decommissioning, Site Plan and Development, Special Use and Development, Ownership Changes, Safety, and Permit Time Frame and Abandonment. Applicants shall be advised of the completeness of their application or any deficiencies that must be addressed prior to substantive review.

B. Utility Lines and Electrical Circuitry. All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, with the exception of the main service connection at the utility company right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.

C. Signage.

1) The signage shall be in compliance with ANSI Z535 and shall include the type of technology associated with the battery energy storage systems, any special hazards associated, the type of suppression system installed in the area of battery energy storage systems, and 24-hour emergency contact information, including reach-back phone number.

2) As required by the NEC, disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.

D. Lighting. Lighting of the battery energy storage systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

E. Vegetation and tree-cutting. Areas within ten (10) feet on each side of Tier 2 Battery Energy Storage Systems shall be cleared of combustible vegetation and other combustible growth. Single specimens of trees, shrubbery, or cultivated ground cover such as green grass, ivy, succulents, or similar plants used as ground covers shall be permitted to be exempt provided that they do not form a means of readily transmitting fire. Removal of trees should be minimized to the extent possible.

F. Noise. The one-hour average noise generated from the battery energy storage systems, components, and associated ancillary equipment shall not exceed a noise level of sixty decibels (60 dBA) as measured at the outside wall of any non-participating residence or occupied community building. Applicants may submit equipment and component manufacturers noise ratings to demonstrate compliance. The applicant may be required to provide Operating Sound Pressure Level measurements from a reasonable number of sampled locations at the perimeter of the battery energy storage system to demonstrate compliance with this standard.

G. Decommissioning.

1) Decommissioning Plan. The applicant shall submit for Planning Commission approval a decommissioning plan, developed in accordance with the Uniform Code, to be implemented upon abandonment and/or in conjunction with removal from the facility. The decommissioning plan shall include:

a. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site;

b. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;

c. The anticipated life of the battery energy storage system;

d. The estimated decommissioning costs and how said estimate was determined;

e. The method of ensuring that funds will be available for decommissioning and restoration;

f. The method by which the decommissioning cost will be kept current;

g. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and

h. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.

2) Decommissioning Fund. The owner and/or operator of the energy storage system, shall continuously maintain a fund or bond payable to the City, in a form approved by the City for the removal of the battery energy storage system, in an amount to be determined by the City, for the period of the life of the facility. This fund may consist of a letter of credit from a State of New York licensed-financial institution. All costs of the financial security shall be borne by the applicant. The applicant shall provide the City with proof of maintenance of such financial security promptly upon request by the City.

H. Site plan application. For a Tier 2 Battery Energy Storage System requiring a special use permit, site plan approval by the Planning Commission shall be required. Any site plan application shall include the following information, in addition to information required by Article VI of this Chapter.

- 1) Property lines and physical features, including roads, for the project site.
- 2) Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, and screening vegetation or structures.
- 3) A [one- or three-line] electrical diagram detailing the battery energy storage system layout, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and over current devices.
- 4) A preliminary equipment specification sheet that documents the proposed battery energy storage system components, inverters and associated electrical equipment that are to be installed. A final equipment specification sheet shall be submitted prior to the issuance of building permit.
- 5) Name, address, and contact information of proposed or potential system installer and the owner and/or operator of the battery energy storage system. Such information of the final system installer shall be submitted prior to the issuance of building permit.
- 6) Name, address, phone number, and signature of the project Applicant, as well as all the property owners, demonstrating their consent to the application and the use of the property for the battery energy storage system.
- 7) Zoning district designation for the parcel(s) of land comprising the project site.
- 8) Commissioning Plan. Such plan shall document and verify that the system and its associated controls and safety systems are in proper working condition per requirements set forth in the Uniform Code. Where commissioning is required by the Uniform Code, Battery energy storage system commissioning shall be conducted by a New York State (NYS) Licensed Professional Engineer after the installation is complete but prior to final inspection and approval. A corrective action plan shall be developed for any open or continuing issues that are allowed to be continued after commissioning. A report describing the results of the system commissioning and including the results of the initial acceptance testing required in the Uniform Code shall be provided to the Code Enforcement/Zoning Enforcement Officer prior to final inspection and approval and maintained at an approved on-site location.
- 9) Fire Safety Compliance Plan. Such plan shall document and verify that the system and its associated controls and safety systems are in compliance with the Uniform Code.
- 10) Operation and Maintenance Manual. Such plan shall describe continuing battery energy storage system maintenance and property upkeep, as well as design, construction, installation, testing and commissioning information and shall meet all requirements set forth in the Uniform Code.
- 11) Erosion and sediment control and storm water management plans prepared to New York State Department of Environmental Conservation standards, if applicable, and to such standards as may be established by the Planning Commission.

12) Prior to the issuance of the building permit or final approval by the Planning Commission, but not required as part of the application, engineering documents must be signed and sealed by a NYS Licensed Professional Engineer.

13) Emergency Operations Plan. A copy of the approved Emergency Operations Plan shall be given to the system owner, the local fire department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders. The emergency operations plan shall include the following information:

a. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.

b. Procedures for inspection and testing of associated alarms, interlocks, and controls.

c. Procedures to be followed in response to notifications from the Battery Energy Storage Management System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.

d. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.

e. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.

f. Procedures for dealing with battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment from the facility.

g. Other procedures as determined necessary by the City to provide for the safety of occupants, neighboring properties, and emergency responders.

h. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

I. Special Use Permit Standards. In addition to the requirements of Section 179-24, the following standards shall apply:

1) Setbacks. Tier 2 Battery Energy Storage Systems shall comply with the setback requirements of the underlying zoning district for principal structures.

2) Height. Tier 2 Battery Energy Storage Systems shall comply with the building height limitations for principal structures of the underlying zoning district.

3) Fencing Requirements. Tier 2 Battery Energy Storage Systems, including all mechanical equipment, shall be enclosed by a seven (7) foot-high fence with a self-locking gate to prevent unauthorized access unless housed in a dedicated-use building and not interfering with ventilation or exhaust ports.

4) Screening and Visibility. Tier 2 Battery Energy Storage Systems shall have views minimized from adjacent properties to the extent reasonably practicable using architectural features, earth berms, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area and not interfering with ventilation or exhaust ports.

J. Ownership Changes. If the owner of the battery energy storage system changes or the owner of the property changes, the special use permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, and decommissioning plan, including financial assurance therefor. A new owner or operator of the battery energy storage system shall notify the Building and Zoning Administrator of such change in ownership or operator within thirty (30) days of the ownership change. A new owner or operator must provide such notification to the Building and Zoning Administrator in writing. The special use permit and all other local approvals for the battery energy storage system would be void if a new owner or operator fails to provide written notification to the Building and Zoning Administrator in the required timeframe. Reinstatement of a void special use permit will be subject to the same review and approval processes for new applications under this Article.

§179-109. Safety.

A. System Certification. Battery energy storage systems and equipment shall be listed by a Nationally Recognized Testing Laboratory to UL 9540 (Standard for battery energy storage systems and Equipment) with subcomponents meeting each of the following standards as applicable:

- 1) UL 1973 (Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail Applications),
- 2) UL 1642 (Standard for Lithium Batteries),
- 3) UL 1741 or UL 62109 (Inverters and Power Converters),
- 4) Certified under the applicable electrical, building, and fire prevention codes as required.
- 5) Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 and applicable codes, regulations and safety standards may be used to meet system certification requirements.

B. Site Access. Battery energy storage systems shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a level acceptable to the local fire department and, if the Tier 2 Battery Energy Storage System is located in an ambulance district, the local ambulance corps.

C. Battery energy storage systems, components, and associated ancillary equipment shall have required working space clearances, and electrical circuitry shall be within weatherproof enclosures marked with the environmental rating suitable for the type of exposure in compliance with NFPA 70.

§179-110. Permit Time Frame and Abandonment.

A. The Special use permit and site plan approval for a battery energy storage system shall be valid for the period(s) set forth in Section 179-24 and Article VI of this Chapter, respectively.

B. The battery energy storage system shall be considered abandoned when it ceases to operate consistently for more than one year. If the owner and/or operator fails to comply with decommissioning upon any abandonment, the City may, at its discretion, enter the property and utilize the available bond and/or security for the removal of a Tier 2 Battery Energy Storage System and restoration of the site in accordance with the decommissioning plan.

§179-111. Enforcement.

Any violation of this Article shall be subject to the enforcement requirements, including civil and criminal penalties, provided for in the zoning or land use regulations of the City.

§179-112. Severability.

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by any court of competent jurisdiction shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

ARTICLE IV. EFFECTIVE DATE

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

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

I hereby certify that the local law annexed hereto, designated as Local Law No. 8 of 2020 of the City of Rensselaer was duly passed by the Common Council on _____ 2020, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as Local Law No. ____ of 200__ of the City of Rensselaer was duly passed by the Common Council on _____, 200__, and was (approved)(not approved) (repassed after disapproval) by the Elective Chief Executive Officer*, _____ and was deemed duly adopted on _____, 200__.

3. (Final adoption by referendum.)

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

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

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

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

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

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

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

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

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

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

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

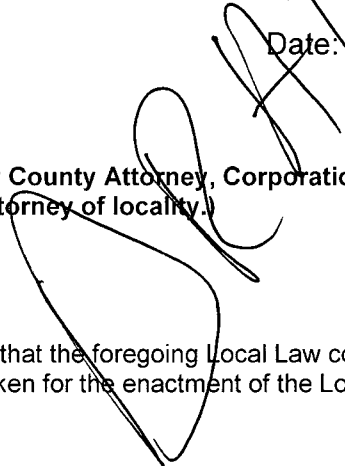
(Seal)

Date: _____

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

State of New York
County of Rensselaer

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



Corporation Counsel
Title

CITY OF: RENSSELAER

Date: _____

By Alderperson : Casey Council as a Whole #8

Seconded by Alderperson : Glenn Van Dyke

A RESOLUTION APPROVING BIDS BASED ON PRIOR ISSUANCE OF REQUEST FOR PROPOSALS FOR TELECOMMUNICATIONS SYSTEM AND INTERNET SERVICES – RENSSELAER DEPARTMENTS OF POLICE AND CITY HALL OFFICES

WHEREAS, The Common Council of the City of Rensselaer believes approving bids based on prior issuance of requests for proposals for telecommunications system and internet services to assist and benefit the City of Rensselaer Departments of Police and City Hall Office is appropriate, and

WHEREAS, the Common Council of the City of Rensselaer has carefully reviewed the attached Bid Analysis based on the Request for Proposals and having reviewed such written recommendation of the City IT Consultant, and good cause appearing therefore,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby approves the Bids as recommended by the City IT Consultant, and authorizes the issuance of contracts to Spectrum Enterprise for Internet Service at \$1,154.00 per month for 60 months and Vaspian for a new telecommunication system for City Hall and the City Police Station at an initial lump sum amount of \$31,974.00 and \$1,238.00 per month for 60 months thereafter for a total five year cost of \$106,254.00, with all contracts to be subject to review and approval of the Corporation Counsel, and to be paid from the Budget allotments for such services and goods, and subject to the terms and conditions stated in the RFP's issued prior hereto, with all equipment to be installed within 90 days of contract date.

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
James Casey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	4 Aye	0 No	2 Abstain	1 Absent
Result	PASSED			

Approved as to form and sufficiency
 this 20th day of August, 2020

Bryan Leahey
 Corporation Counsel

M. Stammer
 Mayor

BID ANALYSIS

After reviewing the submissions to the City of Rensselaer's Internet Services RFP, I recommend the following three bidders, in order of preference (1st is most preferred, 3rd is least preferred) as follows:

1. SPECTRUM ENTERPRISE
Meets and exceeds the requirements of the RFP
\$1,154.00 per month, 60 month term, includes 26 public static IP addresses
2. FIRST LIGHT
Does not meet the requirements of the RFP
\$1,680.00 per month, includes only 13 (of the required 26) public static IP addresses
3. CROWN CASTLE
Does not meet the requirements of the RFP
\$860.00 per month, 60 month term, but does not mention any public static IP addresses

After reviewing the submissions to the City of Rensselaer's Phone System RFP, I recommend the following four bidders, in order of preference (1st is most preferred, 4th is least preferred) as follows:

1. VASPIAN
Meets the requirements of the RFP
\$31,974 One Time Cost, \$1,238.00 Monthly Cost
Using the IRS Recovery Period of 5 Years for Computer Office Equipment
Cost after five years has elapsed: \$106,254.00
2. RING CENTRAL
Meets the requirements of the RFP
\$34,695.95 One Time Cost, \$1,398.10 Monthly Cost
Using the IRS Recovery Period of 5 Years for Computer Office Equipment
Cost after five years has elapsed: \$118,581.95
3. PBX LINES
Meets the requirements of the RFP
\$21,220.00 One Time Cost, \$1,734.90 Monthly Cost
Using the IRS Recovery Period of 5 Years for Computer Office Equipment
Cost after five years has elapsed: \$125,314.00

4. CBTS

Meets the requirements of the RFP

\$42,515.85 One Time Cost, \$1,042.35 Monthly Cost

Using the IRS Recovery Period of 5 Years for Computer Office Equipment

Cost after five years has elapsed: \$105,056.85

CBTS has proposed Meraki Switchgear, which requires the City of incur annual license fees to operate. This is undesirable for the City's needs.

NOTE: NORTHEAST IS

Did not meet requirements of the RFP – this proposal re-sold a cloud phone service from Zulty's Cloud Service. However this eliminated NORTHEAST IS from consideration since it could no longer meet the RFP requirement of "...having a single source for support.

Thank you.

Tenn Chen

#9

By Alderperson : Eric Endres

Seconded by Alderperson : Council AS A whole

A RESOLUTION COMMENDING THE CITY OF RENSSELAER YOUTH BUREAU ON HOSTING "YOUTH DAY" ON SATURDAY, SEPTEMBER 19TH, 2020 IN THE CITY OF RENSSELAER – YOUTH BUREAU

WHEREAS, the Youth of our Rensselaer Community are our future, and

WHEREAS, the children of today are facing greater challenges that ever to safely reach adulthood while still learning all the important lessons necessary to be responsible and productive adults, and

WHEREAS, the City of Rensselaer Youth Bureau, with the assistance of All American Sports and the Kids First Program, is sponsoring a "Youth Day" on Saturday, September 19th, 2020, from 9:00am to 5:00pm, at Coyne Field in the City of Rensselaer to benefit children between ages 5 and 17 who reside in the City and County of Rensselaer, and

WHEREAS, the focus of "Youth Day" will be to not only impart a love of sports and recreational activities to the children but also to stress real life lessons to the youngsters and their families concerning safe activities as opposed to possibly destructive paths in life,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby commends Daniel W. Dwyer, Youth Director, as well as the City of Rensselaer Youth Bureau, for sponsoring "Youth Day", and the City also thanks All American Sports and the Kids First Program for helping to coordinate this most worthwhile event for the children of the City and County of Rensselaer.

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
James Casey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	11 Aye	0 No	0 Abstain	1 Absent
Result	PASSED			

Approved as to form and sufficiency
this 20th day of AUGUST, 2020

[Signature]
Corporation Counsel

[Signature]
Mayor

#10

By Alderperson : Council AS A Whole.

Seconded by Alderperson : _____

A RESOLUTION APPROVING RENSSELAER COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the City of Rensselaer, with the assistance from AECOM and Rensselaer County Bureau of Public Safety, has gathered information and participated in the preparation of the Rensselaer County Multi-Jurisdictional Hazard Mitigation Plan, a copy of which is available for viewing by the public at <https://www.rensco.com/departments/public-safety/hazard-mitigation-planning/>; and

WHEREAS, the Rensselaer County Multi-Jurisdictional Hazard Mitigation Plan has been prepared in accordance with the Disaster Mitigation Act of 2000; and

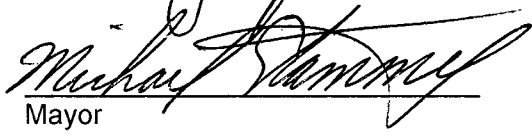
WHEREAS, the City of Rensselaer is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, the City of Rensselaer Common Council and Mayor have reviewed the Plan and affirm that the Plan will be updated no less than every five years;

NOW THEREFORE, BE IT RESOLVED by the City of Rensselaer Common Council that the City of Rensselaer hereby adopts the Rensselaer County Multi-Jurisdictional Hazard Mitigation Plan as approved by FEMA and New York State in July 2020 as this jurisdiction's Natural Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

Approved as to form and sufficiency this 20th day of August, 2020


Corporation Counsel


Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
James Casey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	10 Aye	0 No	0 Abstain	1 Absent
Result	PASSED			