

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK
SEPTEMBER 17, 2020
5:00 P.M.**

MINUTES

Pledge of Allegiance

(RC)

Present: Mayor Colin Read, Councilors Ira Barbell (W1), Mike Kelly (W2), Elizabeth Gibbs (W3)[*left meeting at 5:42pm*], Steve Brodi (W4), Jeff Moore (W6)

Absent: **Councilor Patrick McFarlin (W5)**

MAYOR’S COMMENTS:

Mayor Read presented the following proclamation:

PROCLAMATION

Whereas, it has been a City of Plattsburgh tradition to have outdoor concerts in the summer for our entire region, and

Whereas, the City, County, Region, State, Nation, and World are all struggling with the social distancing and mask-wearing necessary to save lives and livelihoods in this era of a global COVID-19 pandemic, and

Whereas, the great residents of the City of Plattsburgh took amazing precautions since the "first in state" social distancing on March 12 and mask-wearing on April 2 of this year, and

Whereas, our diligence, resilience, and progress has stemmed the Tsunami of this Great Infection, and

Whereas, we took advantage of New York State guidelines that allowed drive-in type events and explored the idea of having “drive-in” concerts, and

Whereas, Benjamin Pomerance was willing to donate his time by producing, assembling artists representing many genres, gathering volunteers, and

Whereas, on July 9th, the Mayor and the Common Council of the City of Plattsburgh enthusiastically supported this concert series, and

NOW, THEREFORE, I, Colin L. Read, Mayor of the City of Plattsburgh, New York, recognize Benjamin Pomerance and all of the volunteers for providing this “drive-in” concert series to residents of the City of Plattsburgh and surrounding communities during these challenging months.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Plattsburgh to be affixed.

Done in the City of Plattsburgh, New York this seventeenth day of
September in the Year Two-Thousand Twenty
Colin L. Read, Mayor

1. MINUTES OF THE PREVIOUS MEETING:

RESOLVED: That the Minutes of the Regular Meeting of the Common Council held on September 10, 2020 are approved and placed on file among the public records of the City Clerk's Office

By Councilor Gibbs; Seconded by Councilor Barbell
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, Moore
(All voted in the affirmative)

2. PAYROLLS OF VARIOUS DEPARTMENTS:

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the week ending September 16, 2020 in the amount of \$ 57,198.97 are authorized and allowed and the Mayor and the City Clerk are hereby empowered and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor Moore; Seconded by Councilor Kelly
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, Moore
(All voted in the affirmative)

3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:

- Report of Fire and Ambulance Responses for September 8-14, 2020
- Report from the Building Inspector's office for the week of September 1-15, 2020
- Reports from the Police Department dated September 14, 2020
- Minutes from the City Infrastructure Committee meeting held on September 10, 2020

COUNCILOR/DEPARTMENT CHAIR COMMITTEE REPORTS:

[reports given during work session]

Governance, Strategy, and City Operations- Chair Councilor Barbell indicated nothing to report.

City Infrastructure – Chair Councilor Moore indicated nothing to report.

Finance and Budget – Chair Councilor Kelly indicated nothing to report.

Public Safety – Chair Councilor Gibbs indicated nothing to report.

Plattsburgh Public Library – Chair Councilor McFarlin no one else had anything to report.

MLD - MLD Board President Councilor McFarlin absent no one else had anything to report.

RESOLVED: That the reports as listed are hereby ordered received and any written reports are placed on file among the public records of the City Clerk's Office.

By Councilor Gibbs; Seconded by Councilor Brodi
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, Moore
(All voted in the affirmative)

4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None

5. AUDIT OF CLAIMS:

RESOLVED: That the bills Audited by the Common Council for the week ending September 18, 2020 in the amount of \$ 975,846.61 are authorized and allowed and the Mayor and City Clerk are hereby authorized and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor Moore; Seconded by Councilor Barbell
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, Moore
(All voted in the affirmative)

6. PERSONS ADDRESSING COUNCIL ON AGENDA ITEMS ONLY:

Benjamin Pomerance, appreciated the proclamation it belongs to all, thanked Mayor, Councilor McFarlin and all the council.

Luke Cyphers, 160 US Oval, taxes have increased because of assessments. Spoke in support of Saranac River Trail and doesn't think Council should vote down.

7. OTHER ITEMS:

A. RESOLVED: That the Mayor is authorized to sign a renewal contract for Assessment Services under Section 1537 of the Real Property Tax Law with the County of Clinton a copy of the proposed contract is made part of the minutes of this meeting. The dates of the contract are January 1, 2021 thru December 31, 2023.

By Councilor Gibbs; Seconded by Councilor Barbell
Discussion: None
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

B. RESOLVED: In accordance with the request therefore the Common Council hereby agrees to and authorizes entering into an agreement with the Town of Ausable to provide 3A chief operator services for approximately 20 hours per month at \$38.50 per hour, subject to approval of contract form by Corporation Counsel.

By Councilor Gibbs; Seconded by Councilor Barbell
Discussion: Yes

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

C. RESOLVED: In accordance with the request therefore the Common Council approves revising capital project H5110.58, 2016 Saranac River Trail – Phase II, to include the additional costs for completion of the project of \$648,096, bringing the total project cost to \$3,754,229, for which the City has a September 6th, 2016, bond resolution authorizing the issuance of \$2,570,000 of serial bond debt to pay for the completion of the project. The City will have a total debt issued on behalf of this project of \$1,810,363 per the project funding details, of which \$574,000 has been issued in 2017, leaving \$1,236,363 to be issued in 2020

By Councilor Gibbs; Seconded by Councilor Barbell
Discussion: Yes

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, Moore

(Councilors Barbell, Gibbs voted in the affirmative. Councilor Kelly, Brodi and Moore voted in the negative)

[Note: A resolution requires 4 affirmative Council votes for adoption. An absent Council member is considered a negative vote]

ACTION TAKEN: Defeated

Follow up Action: None

D. RESOLVED: In accordance with the request therefore the Common Council approves the construction contract for “Saranac River Trail Phase 2” be awarded to the low bidder, Luck Brothers, Inc., in the amount of \$3,098,501.31 and authorizes the Mayor to execute all necessary documents.

By Councilor Moore; Seconded by Councilor Barbell
Discussion: None

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, Moore
(All voted in the negative)

ACTION TAKEN: Defeated

Follow up Action: None

COUNCILOR BARBELL WITHDREW THIS ITEM DURING THE FINANCE & BUDGET COMMITTEE HELD SEPTEMBER 17, 2020. THEREFORE, ITEM 7E IS REMOVED.

E. RESOLVED: In accordance with the request therefore the Common Council adopts a Compensation and Benefit policy for all Managers of the City of Plattsburgh. The entire text of which has been distributed to and read by the members of the Common Council, is hereby enacted without the reading thereof and a copy is made part of the minutes of this meeting.

XXXXX ITEM “E” REMOVED XXXXXX

F. RESOLVED: that the Common Council hereby encourages the Mayor to present a revised budget for 2021, prior to October 8th of this year, providing that the 2021 general fund budget be reduced by at least 10% overall, with reductions in wages and salaries primarily through retirements and that total no more than 5% of the General Fund budget

By Councilor Barbell; Seconded by Councilor Kelly

Discussion: Yes

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, Moore

(Councilor Barbell, Kelly and Moore voted in the affirmative. Councilor Gibbs and Brodi voted in the negative. Mayor Read broke the tie in the affirmative)

[Note: A resolution requires 4 affirmative Council votes for adoption. An absent Council member is considered a negative vote]

ACTION TAKEN: Adopted

Follow up Action: None

Councilor Gibbs left meeting at 5:42pm

8. TRAVEL REQUEST: None

9. RESOLUTIONS FOR INITIAL CONSIDERATION: None

10. NEW BUSINESS AND COUNCILOR REPORTS: None

11. CLOSING PUBLIC COMMENTS ON ANY TOPIC:

Jason Keable, President AFSCME Union, spoke about resolution last week, when you are looking at budget cuts asked council to take a long hard look and these departments that council is thinking about cutting from. which have already been cut. What Council did last week as far as the bill pay is out sourcing union work to displace workers as far as a union standpoint is going to be a grievable issue on their end.

Unidentified speaker spoke about and concerned that revised Local Law P-3 Rental Registry that was approved last week was negotiated with a coalition of landlords behind closed doors without any input from Tenants involved in the development of that law. Appreciates law in general but feels Council needs to do more work with it.

TJ Rabideau President Police Union, feel there are a lot of things council needs to take in to consideration, mentioned agenda wording changed from morning to afternoon, in the morning it said public safety cuts of \$900,000 that's Police, Fire and Building Inspectors office, doesn't feel this day and age cutting \$900,000 from public safety departments is a good option, police budget has already been reduced. Have one Chief and no other managers, suggested council look hard before doing that with public safety departments no one should have to worry whats going to happen in their homes.

Unidentified speaker doesn't think Police and Fire should be cut.

Unidentified speaker said it speaks volumes that one of your councilors left before the public comment and hopes she remembers that at election time.

John Seiden feels the bike path adds to the quality of life here and other items adding to quality of life. We talk

about saving money but feels a lot of lawsuits that are wasting money and probably going to be more lawsuits coming. Feels Police and Fire are important and should not be treated lightly.

Joan Janson suggested Council consult public before making decisions.

Motion to Adjourn by Councilor Moore; Seconded by Councilor Kelly

Roll call: Councilors Barbell, Kelly, Brodi, Moore

(All voted in the affirmative. Councilor Gibbs left meeting at 5:42pm)

MEETING ADJOURNED: 5:56 pm

CONTRACT FOR ASSESSMENT SERVICES

THIS AGREEMENT made this day of , 2020

BETWEEN: **CLINTON COUNTY**, a municipal corporation with offices located at 137 Margaret Street, Plattsburgh, New York, (hereinafter referred to as the "County");

and

CITY OF PLATTSBURGH, a municipal corporation with offices located at 41 City Hall Place, Plattsburgh, New York, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the City has a duly appointed City Assessor, who is employed by the City; and

WHEREAS, RPTL 1537 of the Real Property Tax Law ("RPTL") authorizes municipalities with the power to assess real property ("Assessing Unit") to enter into an agreement with a county for appraisal services, assessment services and exemption services, provided that the Assessing Unit has adopted a resolution subject to permissive referendum to enter such an agreement; and

WHEREAS, the City is a Assessing Unit as defined in the RPTL, and a municipal corporation as defines in Article 5G of the General Municipal Law; and

WHEREAS, the City has duly adopted a resolution pursuant to RPTL 1537 § (1)(b) authorizing the City to enter into such an agreement with the County of Clinton for operation of an assessment office and to perform assessment services; and

WHEREAS, the County Legislature has duly adopted Resolution No. _____ dated _____ authorizing the County Administrator to enter into and execute an agreement with the City to operate an assessment office and to perform assessment services for the City;

WHEREAS, the County Real Property Tax Service Office has the ability to perform assessment services for the City;

WHEREAS, the City has requested that the County enter into a "joint services" with the City for purposes of Article 5G of the General Municipal Law through its Real Property Tax Service Office to provide assessment services for the City, and the County is willing to provide such services for the City for the years 2021, 2022, and 2023.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The City hereby hires and retains the County to provide assessment services to the City, and the County agrees to provide assessment services to the City, in the manner provided by Real Property Tax Law, Section 1537. The County will

provide staff to perform such services and a person shall be deemed the assessor of the City (Designated Assessor”) and shall be subject to all provisions of law pertaining to assessors. Any person designated by the County to perform these services will be approved by resolution, by the City.

In the event that the designated assessor is unable to perform his or her duties, the City shall appoint an acting assessor as stipulated in the Real Property Tax Law, Section 314. Such appointment shall be from the County's qualified staff.

2. A copy of the Agreement shall be filed by the County with the New York Office of Real Property Services on or before the taxable status date of the first assessment role to which it is to apply.

3. The term of this agreement shall be from January 1, 2021 through December 31, 2023.

4. The City agrees to provide the County with access to all historical City assessment records and information, and any and all other records and information now within the City files, as required by the Designated Assessor in the performance of the assessing services to be performed under this agreement. Such assessment records shall remain the property of the City and will be housed within the County for the duration of this agreement, however, other City Departments will be provide with access and/or electronic copies of these City records by the County upon their reasonable request.

5. The Designated Assessor shall be one full-time County employee. In addition to the Designated Assessor, the County will provide two (2) full-time Assessment Control Examiners (“ACE”) who shall also be employed by the County. The County may provide such additional services and personnel, including oversight by the County Director and support staff, as it deems necessary, in its sole discretion. The descriptions of Assessment Services provided by the County to the City, to be performed by the County, are summarized in the annexed Schedule B.

6. The City will not provide any employees pursuant to this agreement.

7. The City agrees to provide access to all technology and electronic resources currently utilized and located in the City Assessor’s Office.

8. It is the intent of the parties to this agreement to regularly conduct an assessment update and to further maintain said updates at a percentage equalization rate as updates are accomplished.

9. It is the intent of the parties to this agreement to participate in and cooperate with any or all revaluations or updates that the County or City coordinates. However, the expense of any City-wide revaluation during this agreement shall not be borne by the County.

10. It is understood that all exemption services, the administration of real property exemptions and office operations are the sole responsibility of the County.

11. It is further understood that the City shall be solely responsible for the appointment of persons to serve on the City's Board of Assessment Review as well as for all costs associated with the conduct of such Board in the performance of all of its functions, including its administrative review of assessment grievances in the City.

12. In consideration for the services provided by the County to the City, as set forth above and as more particularly described in the attached Schedule B, the City agrees to pay the County the fees per parcel as set forth in the attached Schedule A.

13. Absent a specific written agreement with the County and /or Plattsburgh City School District, the City shall be solely responsible for all costs and expenses, including but not limited to attorney's fees and professional appraisal costs arising out of the assessment services provided by the County under this agreement, including small claims proceedings, Article 7 proceedings, Article 78 proceedings, and any other litigation in any court or before any administrative agency arising out of the assessment services provided by the County.

14. In addition to the sums to be paid to the County pursuant Schedule A of this agreement, the County agrees to be solely responsible for payment of all expenses, costs and charges incurred by the County in the performance of this agreement on behalf of the City, including but not limited to charges for mileage, telephone, photocopying, postage and other similar charges.

15. The City agrees to defend, indemnify, and save harmless the County from any and all claim(s) arising out of services performed in furtherance of this agreement, including those specifically arising out of negligent acts or omissions of City officers, employees, and agents (if applicable) including any costs for legal services and the defense of any said claims. Absent a specific written agreement with the County and/or the Plattsburgh City School District, the City shall control the retention of counsel and experts, and all litigation costs shall be borne solely by the City.

16. The financial disclosure form required by RPTL § 336 shall be filed with the Clinton County Board of Ethics by the Designated Assessor.

17. The County and the City agree that if private or public grants or other financial assistance becomes available as a result of the parties entering this Agreement, including but not limited to a qualified shared services payment, all such benefits shall be shared equally by the County and the City.

18. It is intended by both the City and the County that the County's status is that of an independent contractor, and that nothing in this agreement shall be construed to create an employer/employee relationship between the City and the County.

19. Notwithstanding any other provisions of this agreement, either party may elect to terminate this agreement upon sixty (60) days written notice to the other party with the annual fee pro-rated as of the effective date of termination.

20. The City agrees to the Maintenance of a System of Improved Real Property Tax Administration (i.e. Cyclical Aid System) as outlined in Real Property Tax Law (RPTL) Section 1573. The County agrees to assist in the preparation of all

applications for Maintenance Aid and make every possible effort to assure the City qualifies for available payments. Notwithstanding paragraph 17 above, the Maintenance Aid monies are not to be shared with the County.

21. The City and the County do not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. The City and the County warrant that they are in compliance with the Americans with Disabilities Act and will, in carrying out the requirements of this contract; comply in all respects with provisions of the Act and its implementing regulations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Contract for Assessment Services – City of Plattsburgh

Signatures

City of Plattsburgh:

Colin Read
Mayor

Date

Real Property

Martine M. Gonyo
Director of Real Property

Date

Certificates of Insurance Approved:

Kimberly M. Kinblom
Deputy County Administrator

Date

County Attorney:

Jacqueline M. Kelleher, Esq.

Date

Chairperson, Clinton County Legislature:

Mark R. Henry

Date

SCHEDULE A

In consideration of the assessment services to be provided by the County, the City of Plattsburgh agrees to pay the County for each parcel contained in the completed final assessment roll, with the total amount of parcels for the year, the following amount for the 2021 roll year:

\$24.51 per parcel multiplied by each parcel contained in the completed final assessment roll, with the total amount, for that year parcels for a total annual payment for the 2021 roll year. The City shall make this payment to the County within 30 days receipt of a County invoice.

In the event the number of parcels is increased or decreased in the second year of the term of this agreement as documented in the completed final assessment roll, the annual payment will be adjusted accordingly utilizing the same calculation set forth above.

The \$24.51 per parcel was calculated based on the County employees hired due to agreement with the City that require full employee benefits, including family health insurance coverage. In the event the family health care insurance, other employee benefits, or office equipment are not required for the County employees, the fee per parcel will be reduced accordingly. Additionally, in the event that other municipalities convert to full assessing the net additional revenue from those conversions shall be credited to the City of Plattsburgh expense calculations to reduce the per parcel rate accordingly.

For the second (2022) year of the term:

\$25.73 per parcel multiplied by each parcel contained in the completed final assessment roll with the total amount for that year's parcels. The City shall make this payment to the County within 30 days receipt of a County invoice.

In the event the number of parcels is increased or decreased in the second year of the term of this agreement, or in subsequent years, as documented in the completed final assessment roll, the annual payment will be adjusted accordingly utilizing the same calculation set forth above.

The \$25.73 per parcel was calculated based on the County employees hired due to agreement with the City that require full employee benefits, including family health insurance coverage. In the event the family health care insurance, other employee benefits, or office equipment are not required for the County employees, the fee per parcel will be reduced accordingly. Additionally, in the event that other municipalities convert to full assessing the net additional revenue from those conversions shall be credited to the City of Plattsburgh expense calculations to reduce the per parcel rate accordingly.

For the third (2023) year term:

\$26.51 per parcel multiplied by each parcel contained in the completed final assessment roll, with the total amount, for that year's parcels. The City shall make this payment to the County within 30 days receipt of a County invoice.

In the event the number of parcels is increased or decreased in the third year of the term of this agreement, or in subsequent years, as documented in the completed final assessment roll, the annual payment will be adjusted accordingly utilizing the same calculation set forth above.

The \$26.51 per parcel was calculated based on the County employees hired due to agreement with the City that require full employee benefits, including family health insurance coverage. In the event the family health care insurance, other employee benefits, or office equipment are not required for the County employees, the fee per parcel will be reduced accordingly. Additionally, in the event that other municipalities convert to full assessing the net additional revenue from those conversions shall be credited to the City of Plattsburgh expense calculations to reduce the per parcel rate accordingly.

City of Plattsburgh to provide at their expense: fees as described in paragraphs 13, 14, 15.

SCHEDULE B

ASSESSMENT SERVICES TO BE PROVIDED BY THE COUNTY OF CLINTON

The Clinton County Real Property Tax Service Office will designate a person to act as the City's assessor ("Designated Assessor"), pursuant to the agreement between the City and the County, who shall meet the minimum qualification, training and certification requirements established by the New York State Board of Real Property Services for assessors at 9 NYCRR Part 188.

The Designated Assessor shall review building permits, new construction, demolitions and real property sales, and conduct such field reviews of properties, so as to inventory and value each parcel of real property in the City as of the taxable status date.

The Designated Assessor will timely prepare, file and verify the tentative and final assessment rolls of the City, and cause notice thereof to be published and posted as required by law. With regard to the administrative review of assessments by the City's Board of Assessment Review, the Designated Assessor will receive assessment grievances and complaints from property owners and transmit same to the City's Board of Assessment Review and will attend scheduled hearings before the Board. The Designated Assessor will make all changes in assessments as may be directed by said Board.

All exemption, description, valuation and related data entry, together with the timely processing of assessment/taxable status notices for property owners, will remain the sole responsibility of the County's assessment staff.

The Designated Assessor shall review applications for exemption and determine the eligibility of the applicants for such exemptions. In any administrative or judicial proceeding to review an assessment in which the denial of an exemption is at issue, the Designated Assessor shall provide such testimony and other evidence as may be necessary to defend the denial of exempt status.

The Designated Assessor shall prepare for, attend, appear and represent the City in all Small Claims Assessment Review (SCAR) proceedings, including but not limited to hearings before appointed hearing officers.

The Designated Assessor shall cooperate with and provide documentation and assistance to the attorneys who represent the city in all on-going and future tax certiorari proceedings, in the State Supreme Court, as well as any appraisers and their experts retained in connection with those proceedings, and in any subsequent appellate proceedings. The Designated Assessor shall cooperate and participate in the negotiation of settlements of those proceedings, including attendance at settlement conferences and shall provide recommendations to the appropriate Board, including the Common Council, with regard to the approval of negotiated settlements.

The Designate Assessor shall prepare, file and verify all City special district assessment

rolls and outside user rolls.

The Designated Assessor shall prepare and maintain such information as may be required for the preparation, administration, enforcement and appeal of Payments in Lieu of Taxes (PILOTS).

The Designate Assessor or County Director shall attend City Common Council meetings when so requested by the Mayor.

The Designated Assessor will meet personally with property owners on an as needed basis and by appointment.

If the Designated Assessor is temporarily unavailable, an employee from the County Real Property Office will fill in as the temporary representative.

The Designated Assessor shall be one full-time County employee. In addition to the Designated Assessor, the County will provide two (2) full-time Assessment Control Examiners ("ACE") who shall also be employed by the County. The County may provide such additional services and personnel, including oversight by the County Director and support staff, as it deems necessary, in its sole discretion.