

SCHENECTADY CITY COUNCIL COMMITTEE AGENDA

for
Monday, October 4, 2021
5:30 p.m.
Room 110

The Council President reserves the right to add or delete any agenda item prior to Committee Meeting.

Public Safety

- 1 Lease – Purchase Agreement for 100’ Aerial Platform Fire Apparatus and 2 Custom Pumper Truck Fire Apparatus for the Fire Department Anthony Ferrari

Health & Recreation

- 1 ABAC for the “Vale Park Tree Removal” to Carver Construction, Inc. in the \$172,145.00 Chris Wallin
- 2 CR – Achievements of Italian-Americans and Declaring October 2021 as Italian-American Heritage and Culture Month John Polimeni
- 3 CR – George Westinghouse Statuary Carmel Patrick

City Development & Planning

- 1 Rename Nott Terrace Heights to Museum Drive Ray Gillen
- 2 Convey 2 Nott Terrace Heights S/B/L #: 39.73-2-28 and 10 Nott Terrace Heights S/B/L #: 39.73-2-24 to Schenectady Museum Association (miSci) Ray Gillen
- 3 Sale of 915 Strong Street Maurice Brown, III
- 4 Sale of 1007 Hegeman Street Maurice Brown, III

Finance

- 1 Reminder – City of Schenectady 2022 Operational Budget (PH on 10-12-2021) Anthony Ferrari
- 2 Agreement Between the City of Schenectady and Firefighters Local 28 IAFF, AFL-CIO Anthony Ferrari
- 3 Agreement Between the City of Schenectady and City Local Unit 1037, AFL-CIO Anthony Ferrari
- 4 Agreement Between the City of Schenectady and IBEW Local No. 236 Anthony Ferrari
- 5 Agreement Between the City of Schenectady and IBEW Local No. 236 – retro pay Anthony Ferrari

**City of Schenectady
Legislative Request Form**

COMMITTEE ASSIGNMENT:

DATE: 9/27/2021

TO: City Council

FROM: Finance Dept.

SUBJECT: Lease-Purchase agreement for 1 100' Aerial Platform Fire Apparatus and 2 Custom Pumper Truck Fire Apparatus for the Fire Dept

TO BE PLACED ON COUNCIL AGENDA OF: 10/12/2021

Background Information: The Schenectady Fire Dept is in need of replacing 1 100' Aerial Platform Fire Apparatus and 2 Custom Pumper Truck Fire Apparatus for the Fire Department.

Evaluation/Analysis: The city has determine that a true and very real need for acquisition of the equipment described in the lease-purchase agreement between the City and Leasing 2, Inc , The equipment shall be used solely for essential governmental functions and not for private business use. All necessary steps , including compliance with legal bidding requirements have been followed.

Recommendation: The acquisition of this equipment is being accomplished on a bid with Sourcewell, a purchasing consortium endorsed by and used by the State of New York, as well as many other municipalities across the country. The pricing for this equipment was evaluated and awarded under Sourcewell Contract #022818-RSB.

We recommend that The City of Schenectady enter into contract and any other required documents with Leasing 2, Inc, subject to the terms and conditions as the Corporation Council deems necessary.

LEGISLATION WILL BE PREPARED BY Corporation Council



MEMO

To: Chief Senecal
Fr: Phil D'Angelo
Da: 9/21/21
Re: 2022 Rigs

Pumpers

684,480
19,306 PrePay Discount
665,174
X 2
1,330,348

4/19 Pumper
653,947 / + 30,533
5% ↑ FROM 2018

Tower

1,357,739
39,462 PrePay Discount
1,273,959

9/19 Tower
1,260,555 / + 97,184
7.7% ↑ FROM 2018

Includes equipment package, 2 trips x 2 members, delivery, training, lettering

LEASE FINANCING PROPOSAL

Requested by
Garrison Fire & Rescue Corp.
Representing



Presented To (As Lessee)
City of Schenectady, NY

Proposal Date:	September 23, 2021
Equipment Description:	(2) Rosenbauer Pumpers and (1) Rosenbauer Mid-Mount Tower
Commencement Date:	October 15, 2021
	<u>Option 1</u>
Equipment Cost:	\$2,617,940
Amount Financed:	\$2,617,940
Lease Term:	5 Years
First Payment Date:	2/15/2023
Payment Frequency:	Annual
Lease Rate:	2.19%
Payment Amount:	\$417,739.93
Balloon:	\$774,000
Balloon Due Date:	2/15/2028

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after seven (7) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.



Baystone Government Finance

September 27, 2021

FORMAL PROPOSAL

OBLIGOR: CITY OF SCHENECTADY, NY

- ✓ This is a finance/ownership contract. No residual value.
✓ Fixed interest rate for the five (5) year term.

EQUIPMENT: 3 NEW BUILD FIRE TRUCKS

Table with 5 columns: Acquisition Cost, Term, First Payment Due, Discount, Payment Mode, Trade In, Interest Rate, Payment Amount, Principal Balance, Rate Factor.

- A PERFORMANCE/PAYMENT BOND WILL BE REQUIRED ON THIS PROJECT.
• To lock in the Obligor's rate for the term of the obligation, Baystone Government Finance will establish a Vendor Payable Account (VPA) on behalf of the Obligor.
• This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
• Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
• This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
• OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.

BAYSTONE GOVERNMENT FINANCE

CITY OF SCHENECTADY, NY

Karen Neathery ~ kneathery@ksstate.bank
Account Manager

Signature

Title

Date

1010 Westloop Place, Manhattan, KS 66502
800.752.3562 ~ Fax: 785.537.4806

First Government Lease Co.

Lease Purchase Agreement

Lessor: First Government Lease Co.
P.O. Box 8331
Northfield, IL 60093-8331
866.793.9670 or 847.441.5684
Fax 847.441.5012
info@firstgovernment.com

Lessee: Name: **CITY OF SCHENECTADY**
Address: 105 JAY STREET
City: SCHENECTADY State: NY Zip: 12305
Phone: 518-382-5199 Fax: 518-382-5199

Description of Equipment: **3 NEW FIRE TRUCKS**

Total Cash Price	\$ <u>2,617,940.00</u>	Number of Pmts. (Term):	5 (5 ANNUAL)
Less Down Pmt.	\$ _____	Amt. of each Pmt.	<u>\$ 617,833.84</u>
Net	\$ <u>2,500,000.00</u>	Lease Beginning Date	<u>09/27/2021</u>
Interest & A.P.R.	\$ <u>471,229.20</u>	First Payment Due Date	<u>09/01/2022</u>
Total Lease Price	\$ <u>3,089,169.20</u>		

Lessor hereby leases to lessee that certain equipment described above, subject to the terms, provisions, conditions and agreements of this lease hereinafter set forth:

- Said equipment is leased beginning and for the Term specified above.
- Lessee agrees to pay lessor one annual payment specified above on the First Payment Due Date and equal successive annual payments until an amount equal to the total lease price specified above has been paid. Any amount due under this Lease which is past due more than ten (10) days shall be subject to a multiple time late payment charge of \$100 per occurrence plus an amount equal to ten percent (10%) of the amount past due.
- Lessee agrees to a Revenue Pledge whereas any revenues derived from operations is payable firstly to this Lease Purchase Agreement. Lessee agrees to an Ad Valorem Pledge whereas any state or local government tax based on the value of real property, as determined by the county tax assessor, is first applied to this Lease Purchase Agreement.
- Lessee may purchase said equipment at any time during the lease term for the total lease price, less any payment already made and also less a portion of the lease service fee according to a schedule furnished on request by lessor to lessee, shall constitute purchase of the equipment. Also payment of all the annual payments when due shall automatically constitute purchase of said equipment effective on the last day of the lease period.
- Lessee may cancel this Lease Purchase Agreement only with Lessor's written approval at any time within; the first 90 days of lease by giving written notice to Lessor and returning said equipment to Lessor, or to its order, in good condition as received, less normal wear, tear and depreciation. Upon such proper return, Lessee shall have no obligation to make payments coming due after the notice period.
- Lessee, at its own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanism and devices required to keep the equipment in good mechanical and working order. Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof, shall impair any obligation of Lessee under this lease which shall continue in full force and effect. Lessee hereby appoints Lessor as Lessee's attorney in fact with full power to do all things to protect and further Lessee's and Lessor's agreement as set forth herein, including but not limited to, signing and filing UCC's, title applications and taking such other actions as Lessor deems reasonable and necessary. Lessee is obliged within 60 days of the Lease Beginning Date to provide a original duplicate title to Lessor, failing to provide a duplicate title within 60 days of Lease Beginning Date is an event of default.
- If Lessee with regard to any item or items of equipment fails to pay any rent or other amount herein provided with 60 days after the same is due and payable, or if Lessee with regard to any item or items of equipment fails to observe, keep or perform any other provision of this lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies: a. To declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to Lessee. b. To sue for and recover all rents, and other payments then accrued or thereafter accruing, with respect to any or all items of equipment. c. To take possession of any or all items of equipment without demand or notice, wherever same may be located, without any court order or other process law. d. To terminate this lease as to any or all items of equipment. e. To pursue any other remedy at law or in equity, notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease. f. Lessee further agrees to pay all attorneys' fees incurred by Lessor in enforcing Lessor's rights under this agreement. All such remedies are cumulative, and may be exercised concurrently or separately.
- Lessee intends to do all things lawful within its power to obtain and maintain funds from which payments may be made, including making provision for such payments to the extent necessary in each periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term can be obtained. After a nonappropriation, the Lessee may not use other property or equipment to perform the same, or substantially similar, services for a period of one year.
- Upon commencement of the Term, title to the equipment shall pass to Lessee from vendor or supplier. Lessee hereby grants a security interest in the equipment described herein, and the proceeds thereof to Lessor.
- Lessee agrees to bring any judicial action arising directly or indirectly in connection with this agreement or any transaction covered hereby only in Courts located within Cook County, IL. Lessee also consents and submits to the jurisdiction of any State or Federal Court located within Cook County, IL. The choice of law shall be IL.
- I certify that I am duly authorized to act within the powers of my office by executing this Lease Agreement, and the equipment being financed is essential to its governmental mission.
- Lessee agrees to produce yearly balance sheets & income statement information to Lessor within 90 days of fiscal year end.

In witness whereof, the parties hereto have executed this lease this 27TH day of SEPTEMBER, 2021.

By  _____ / _____
First Government Lease Co. (Lessee Signature) (Print Signature and Title) **MAYOR**

As Counsel for Lessee, I acknowledge that I have reviewed this Lease Purchase Agreement, the extract of any enabling minutes, and all necessary proceedings taken by the Lessee to authorize and execute this Lease Purchase Agreement, and therefor, I am of the opinion: a. The Lessee is a duly constituted public corporation and political subdivision of the State referred to above, and b. This Lease Purchase Agreement has been duly authorized, executed and delivered by an authorized representative of the Lessee and is enforceable against the Lessee in accordance with its terms and conditions, and c. this Lease Purchase Agreement is a legal, valid and binding obligation of the Lessee.

(Print Signature and Title) **COUNSEL / TREASURER**

Compound Period:

Annual

Interest Rate

3.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Payment	9/27/2021	2,617,940.00	1		
2 Loan	9/1/2022	617,833.84	5	Annual	9/1/2026

AMORTIZATION SCHEDULE - Normal Amortization

Date	Loan	Payment	Interest	Principal	Balance
1 9/27/2021		2,617,940.00	0.00	2,617,940.00	-2,617,940.00
2021 Totals	0.00	2,617,940.00	0.00	2,617,940.00	
Loan 9/1/2022	617,833.84		-144,186.70	144,186.70	-2,144,292.86
2022 Totals	617,833.84	0.00	-144,186.70	144,186.70	
Loan 9/1/2023	617,833.84		-127,157.73	127,157.73	-1,653,616.75
2023 Totals	617,833.84	0.00	-127,157.73	127,157.73	
Loan 9/1/2024	617,833.84		-98,060.37	98,060.37	-1,133,843.28
2024 Totals	617,833.84	0.00	-98,060.37	98,060.37	
Loan 9/1/2025	617,833.84		-67,237.52	67,237.52	-583,246.96
2025 Totals	617,833.84	0.00	-67,237.52	67,237.52	
Loan 9/1/2026	617,833.84		-34,586.88	34,586.88	0.00
2026 Totals	617,833.84	0.00	-34,586.88	34,586.88	

Legislative Request Form

DEPARTMENT OF ENGINEERING
CHRISTOPHER WALLIN, P.E., CITY ENGINEER



COMMITTEE ASSIGNMENT:

DATE: October 4, 2021

TO: City Council

FROM: Christopher R. Wallin, P.E., City Engineer 

SUBJECT: Award Bid and Contract for the "Vale Park Tree Removal" to Carver Construction, Inc. in the amount of \$172,145.00.

TO BE PLACED ON COUNCIL AGENDA OF: October 12, 2021

Background Information:

The City of Schenectady was awarded a NYS SAM Grant for the improvements to Vale Park. Under an earlier phase some clearing of brush and trees was completed however it was determined that the clearing limits were inadequate, and a second contract was sought for additional clearing. This clearing will increase site lines in Vale Park and subsequently both safety and utilization within the park. A third phase will be forthcoming for physical improvements to the trail system and signage.

Evaluation/Analysis:

The Purchasing Department solicited and received bids for "Vale Park Tree Removal". A low responsive base bid was received on September 29, 2021, from Carver Construction, Inc., of Altamont, NY in the total amount of \$172,145.00. Financing for this project will be provided through respective codes set up for the Vale Park project.

Recommendation:

Authorize the Mayor to enter into a contract with Carver Construction, Inc. for the "Vale Park Tree Removal" in the total amount of \$172,145.00.

LEGISLATION WILL BE PREPARED BY: Engineering

CRW: cd

BID SUMMARY TABULATION SHEET						
DEPARTMENT OF ENGINEERING			BUREAU OF CONSTRUCTION AND DESIGN			
Received by the COMMITTEE ON BIDS of The City of Schenectady, NY at 10:30 A.M. Eastern Standard Time on the 29th day of September, 2021.						
Bids for: "Vale Park Project Tree Removal"						
PAY ITEM No.	PAY ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER No. <u>1</u> EXTENSION	BIDDER No. <u> </u> EXTENSION	BIDDER No. <u> </u> EXTENSION
	<u>Base Bid</u>					
1	Vale Park Project Tree Removal	1	LS	\$172,145.00		
	<u>Unit Prices</u>					
1	Removal of one tree over 6 inches to 12 inches DBH	1	EA	\$700.00		
2	Removal of one tree over 12 inches to 18 inches DBH	1	EA	\$1,000.00		
3	Removal of one tree over 18 inches to 24 inches DBH	1	EA	\$1,600.00		
4	Removal of one tree over 24 inches to 36 inches DBH	1	EA	\$2,600.00		
5	Removal of one tree over 36 inches to 48 inches DBH	1	EA	\$4,000.00		
6	Removal of one tree over 48 inches to 60 inches DBH	1	EA	\$4,650.00		
7	Removal of one tree over 60 inches DBH	1	EA	\$5,900.00		
	<u>Add Alternates</u>					
Add Alt. 1	Planting of 15 trees as listed	1	LS	\$15,000.00		
BIDDER No.	COMPANY NAME	ADDRESS		C.A.P.	SECURITY DEPOSIT	
1	Carver Construction, Inc.	494 Western Tpk., Altamont, NY 12009		Yes	Bid Bond	

Plan Holders List

Plan Holders List

Organization Name	Main Contact	Download Date	City	Province/State
Chadwick Enterprise	Jeromy Chadwick	09/29/2021 09:50 AM EDT	Schenectady	New York
Greater heights tree care	David Baransky	09/29/2021 09:09 AM EDT	Westmoreland	New York
Merit Apprenticeship Alliance	Penelope Hazer	09/28/2021 06:10 PM EDT	East Syracuse	New York
Adirondack Tree Surgeons Inc	Philip Viger	09/22/2021 07:01 AM EDT	Gansevoort	New York
Alvion Group	Eleftherios Sparakis	09/20/2021 10:53 AM EDT	Menands	New York
Allied Solutions	Jason Collier	09/20/2021 10:06 AM EDT	Carmel	Indiana
DAVEY TREE EXPERT COMPANY	RICHARD CLOSE	09/17/2021 01:21 PM EDT	WAYNE	Pennsylvania
Dom's Lawn Maker, Inc.	Dominick D'Alonzo	09/17/2021 10:59 AM EDT	Port Washington	New York
JCA INDUSTRIES LLC	Mario Carino	09/17/2021 04:54 AM EDT	Summit	New York
Mohawk Valley Materials, Inc.	Heather LaRowe	09/16/2021 11:22 AM EDT	Rome	New York
Carver Construction	Gabriel Hanoufa	09/16/2021 09:12 AM EDT	Altamont	New York
Peter Downes and Son Inc Land Clearing	Peter Downes	09/16/2021 07:57 AM EDT	West Milford	New Jersey
School Wholesale Supplies LLC	JP DAS	09/16/2021 05:15 AM EDT	Nashville	Tennessee
Officepartners360	Tim Boylan	09/16/2021 02:59 AM EDT	Pittsburgh	Pennsylvania
North America Procurement Council, Inc. PBC	Tim Loncarich	09/15/2021 08:45 PM EDT	Grand Junction	Colorado
A Potts Construction Company, LLC	Suzanne Perry-Potts	09/15/2021 06:52 PM EDT	Schenectady	New York
Prentiss and Carlisle Management Company Inc	Tyler Scouten	09/15/2021 04:48 PM EDT	Remsen	New York
Terry Tree Service LLC	Heather Kennard	09/15/2021 04:38 PM EDT	Rochester	New York



SCHENECTADY CITY COUNCIL

Legislative Request Form

Committee: Health & Recreation

Committee Date: Monday, October 04, 2021

From: John Polimeni

Subject CR - Achievements of Italian-Americans and Declaring October 2021 as Italian-American Heritage and Culture Month

Background Info:

Evaluation/Analysis

Recommendation



**CITY OF SCHENECTADY
LEGISLATION REQUEST FORM**

COMMITTEE ASSIGNMENT: Health and Recreation

DATE: October 5, 2021

TO: COUNCILMEMBERS

FROM: Carmel Patrick

SUBJECT: CR George Westinghouse Statuary

Background Information:

Evaluation/Analysis:

Recommendation:

LEGISLATION WILL BE PREPARED BY _____



SCHENECTADY CITY COUNCIL

Legislative Request Form

Committee: City Development & Planning

Committee Date: Monday, October 04, 2021

From: Ray Gillen

Subject Rename Nott Terrace Heights to Museum Drive

Background Info:

Evaluation/Analysis

Recommendation



SCHENECTADY CITY COUNCIL

Legislative Request Form

Committee: City Development & Planning

Committee Date: Monday, October 04, 2021

From: Ray Gillen

Subject Convey 2 Nott Terrace Heights S/B/L #: 39.73-2-28 and 10 Nott Terrace Heights S/B/L #: 39.73-2-24 to Schenectady Museum Association (miSci)

Background Info:

Evaluation/Analysis

Recommendation



**CITY OF SCHENECTADY
LEGISLATION REQUEST FORM**

COMMITTEE ASSIGNMENT: City Development & Planning DATE: 10/04/21

TO: COUNCIL MEMBERS

FROM: Development

SUBJECT: Sale of 915 Strong Street

Background Information:

Evaluation/Analysis:

Recommendation:

LEGISLATION WILL BE PREPARED BY Development



**CITY OF SCHENECTADY
LEGISLATION REQUEST FORM**

COMMITTEE ASSIGNMENT: City Development & Planning DATE: 10/04/21

TO: COUNCIL MEMBERS

FROM: Development

SUBJECT: Sale of 1007 Hegeman Street

Background Information:

Evaluation/Analysis:

Recommendation:

LEGISLATION WILL BE PREPARED BY Development



SCHENECTADY CITY COUNCIL

Legislative Request Form

Committee: Finance

Committee Date: Monday, October 04, 2021

From: Anthony Ferrari

Subject: Reminder - City of Schenectady 2022 Operational Budget (PH to be held on 10-12-2021)

Background Info:

Public hearing was called on September 13, 2021 setting a hearing date for October 12, 2021.

Evaluation/Analysis

Recommendation



SCHENECTADY CITY COUNCIL

Legislative Request Form

Committee: Finance

Committee Date: Monday, October 04, 2021

From: Anthony Ferrari

Subject Agreement Between the City of Schenectady and Firefighters Local 28 IAFF AFL-CIO

Background Info:

Evaluation/Analysis

Recommendation



SCHENECTADY CITY COUNCIL

Legislative Request Form

Committee: Finance

Committee Date: Monday, October 04, 2021

From: Anthony Ferrari

Subject Agreement Between the City of Schenectady and City Local Unit of Local 1037, AFL-CIO

Background Info:

Evaluation/Analysis

Recommendation



SCHENECTADY CITY COUNCIL

Legislative Request Form

Committee: Finance

Committee Date:

Monday, October 04, 2021

From: Anthony Ferrari

Subject Agreement Between the City of Schenectady and IBEW Local No. 236 - retro pay

Background Info:

Evaluation/Analysis

Recommendation



SCHENECTADY CITY COUNCIL

Legislative Request Form

Committee: Finance

Committee Date:

Monday, October 04, 2021

From: Anthony Ferrari

Subject Agreement Between the City of Schenectady and IBEW Local No. 236

Background Info:

Evaluation/Analysis

Recommendation