

**Amended* AGENDA
Council Meeting
Monday, January 23, 2012
7:00 P. M.**

- I. Call to Order
- II. Pledge of Allegiance
- III. Presentation
 1. James O'Neil, C.W. Augustine, regarding NSP Program Update
- IV. Public Hearing
- V. Personal Appearance

(Anyone wishing to address the Council should notify the Clerk prior to the meeting)
- VI. Correspondence
 1. A letter from Douglas and Mary Wood regarding a request to purchase the paper streets at the end of the 700 block of Irvin Street.
 2. A letter from Joseph and Debra Haller regarding a request to purchase the paper streets at the end of the 700 block of Irvin Street.
- VII. Consent Agenda

(All Matters listed under this item are considered to be routine and will be enacted by one motion in the form below without separate discussion. If discussion is desired, the item will be removed from the consent agenda and considered separately.)

 1. Approval of previous minutes
 2. Approval of warrant
- VIII. Appointments
 1. Appoint Dr. Patti Mahoney to the Frederic Remington Art Museum Board of Trustees, term will expire December 31, 2014.
 2. Appoint Lee "Gus" Murray to the Frederic Remington Art Museum Board of Trustees, term will expire December 31, 2014.
 3. Re-appoint Tim Redmond to the Planning Board. Term to expire December 31, 2014. (Mr. Redmond has served on this board since 8/15/1988 and is currently Chairperson.)
- IX. Items for Council Action
 1. A resolution to amend the 2012 Police Department budget to allow for the use of 2009 Operation Stonegarden Grant funds. (Bill #6)

2. A resolution introducing an ordinance and providing for public notice and public hearing to approve the sale of City-owned property located at 819 Knox Street. (Bill #7)
3. A resolution introducing an ordinance and providing for public notice and public hearing to approve the sale of City-owned property located at 2 Grove Street. (Bill #8)
- *4. A resolution introducing an ordinance and providing for public notice and public hearing to lease City-owned property located at 819 Knox Street. (Lease was previously approved by Council on 11/14/11, this is the revised lease for 819 Knox Street reflecting the changes required by the NYS NSP Program Office.) (Bill #9)
- *5. A resolution to upgrade a title in the Assessment Department and transfer \$2,941. from the Fund Balance to A1355.110. (Bill #10)

X. Old Business

1. Discussion regarding NSP properties

XI. New Business

XI. Items for Discussion

1. A request from Cheryl Bouchey to purchase City-owned property located at 808 Paterson Street.
2. A request from George M. Kirby, Sr. to purchase two City-owned properties located at 214 and 216 Pero Lane.
3. A request from Patrick J. Murphy to purchase two sections of two City-owned paper streets that border his 720 Linden Street property.

XII. Executive Session

XIII. Adjournment

Business of the City Council
City of Ogdensburg

SUBJECT: Resolution introducing an Ordinance and providing for Public Hearing and Public Notice

FOR AGENDA OF: January 23, 2012

BILL #: 9

DEPT. OF ORIGIN: City Attorney

DATE SUBMITTED: January 20, 2012

APPROVED AS TO FORM BY CITY ATTORNEY _____ CLEARANCES: _____

EXHIBITS: Resolution, ordinance & lease

APPROVED BY CITY MANAGER FOR SUBMITTAL

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED: -0-	BUDGETED: -0-	REQUIRED: -0-

SUMMARY STATEMENT

A resolution introducing an ordinance and providing for public notice and public hearing to lease City-owned property located at 819 Knox Street. (Lease was previously approved by Council on 11/14/11, this is the revised lease for 819 Knox Street reflecting the changes required by the NYS NSP Program Office.)

RECOMMENDED ACTION

Passage of this resolution.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR NELSON	_____	COUNCILLOR ASHLEY	_____
COUNCILLOR CILLEY	_____	COUNCILLOR HOSMER	_____
COUNCILLOR MORLEY	_____	COUNCILLOR SKAMPERLE	_____
COUNCILLOR STEVENSON	_____		

**RESOLUTION INTRODUCING AN ORDINANCE
AND PROVIDING FOR PUBLIC NOTICE
AND PUBLIC HEARING**

BE IT RESOLVED, that Ordinance No. ____ of 2012, entitled "An Ordinance to Lease City-Owned Property", be and it hereby is introduced before the City Council of the City of Ogdensburg, New York, and

BE IT FURTHER RESOLVED, that the City Council shall hold a public hearing in the matter of the adoption of the aforesaid Ordinance to be held at the Council Chambers in the City of Ogdensburg, New York, on the 13th day of February, 2012, at 7:00 p.m., and

BE IT FURTHER RESOLVED, that the City Clerk give notice of such public hearing by publication in the official newspaper at least seven (7) days before the hearing date of a notice setting forth the time and place and describing the proposed ordinance in summary form.

ORDINANCE # _____ OF 2012

AN ORDINANCE TO LEASE CITY OWNED PROPERTY

BE IT ORDAINED AND ENACTED by the City Council of the City of Ogdensburg, New York, as follows:

ITEM ONE: An ordinance to authorize a lease of municipal property located at 819 Knox Street to Barbara Seguin.

ITEM TWO: The City Manager has presented the attached proposed agreement to lease 819 Knox Street. The lease shall immediately terminate in the event that lessee purchases the property.

ITEM THREE: The City Manager is hereby authorized to execute the attached lease agreement, hereby made part of this ordinance.

ITEM FOUR: Passage of this ordinance shall be by a vote of three-fourths (3/4) of all members of the City Council.

ITEM FIVE: This ordinance shall take effect ten (10) days after publication of notice that shall give the title and describe same in summary form.

LEASE

The State of New York,
County of St. Lawrence

By this agreement made and entered into this _____ day of January, 2012, between City of Ogdensburg, as lessor, and Barbara Seguin, as lessee, lessor demises and lets to lessee the following premises: a single family residence, situated at 819 Knox Street, Ogdensburg, St. Lawrence County, New York, together with all the appurtenances to commence on February 1, 2012, and lessee covenants and agrees to pay lessor a monthly rental of \$198.00, on the 19th day of each and every month. The amount of the rent for this lease is set by 24 CFR 540.606(b)(2)(d)(1) as this property is in the NYS NSP Grant Program. Under this regulation the total housing costs of a Grant Recipient cannot exceed 30% of the recipient's gross monthly income. (Since the total amount of the lease based on the foregoing cannot exceed \$435.00 per month and the average historical monthly utility costs to be paid by the Lessee are \$235, the rent is calculated at \$198.00 per month). The term of this lease shall be month to month, commencing on the first day of each and every month. Either party may terminate this lease at any time without cause on thirty (30) days prior written notice. This lease shall immediately terminate in the event that lessee purchases the property from the lessor. It is further understood and agreed between the parties as follows:

Section I. Peaceful Enjoyment

Lessor covenants that, on paying the rent and performing the covenants contained, lessee shall and may peaceably and quietly have, hold, and enjoy the demised premises for the agreed term.

Section II. Use and Occupancy

Lessee shall use the leased premises exclusively for a private single family residence, and shall not, without lessor's consent, assign this lease, or let or underlet the whole or any part of the leased premises, or make any alterations. Lessor shall not unreasonably or arbitrarily refuse such consent.

Section III. Liability for Abandoning Premises

If the leased premises, or any part of the premises, shall become vacant during the term of this lease, lessor may, on giving ten (10) days' written notice to lessee, declare this lease forfeited and shall, in such event, make reasonable efforts to relet the premises. Lessee shall be liable to lessor for all damages suffered by lessor by reason of such forfeiture. Damages shall include, but shall not be limited to, the following: (1) all actual damages suffered by lessor, until the property is relet, including reasonable expenses incurred in reletting or in attempting to relet; and (2) the difference between the rent received when the property is relet and the rent reserved under this lease.

Until the premises have been relet, lessee agrees to pay to lessor, on the same days as rental payments are due under this lease, the actual damages suffered by lessor since the last payment, either of rent or damages, was made. After the premises have been relet, lessee agrees to pay to lessor, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this lease for that period.

Section IV. Utilities and Taxes

Lessee shall also pay all charges for water, electricity, heating oil and gas used during the term of this lease or any renewal of this lease. Lessor shall pay all real estate taxes.

Section V. Use and Maintenance

Lessee agrees to keep the grounds in neat order and condition, to permit no waste or injury to the house, grounds, trees, shrubbery and not to remove them from the premises.

Section VI. Animals

Lessee shall keep no domestic or other animals on or about the leased premises without the prior written consent of lessor.

Section VII. Sanitation

Lessee shall comply with all sanitary laws, ordinances, and rules, and all orders of the City of Ogdensburg or other authorities affecting the demised premises, and the sidewalks connected to the premises, during the term of this lease.

Section VIII. Hazardous Materials

Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might increase the chance of eruption of fire on the leased premises, or that, ordinarily, would be considered "hazardous" or "extra-hazardous" by any responsible insurance company.

Section IX. Repairs by Lessee

Lessee shall keep the house in good order and repair; keep the walks free from snow, dirt and debris; and, at their own expense and shall make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items has resulted from the Lessee's misuse, waste, or neglect. Lessee also agrees that no signs shall be placed or painting done on or about the leased premises without the consent of Lessor. In the event that the Lessee makes repairs, not resulting from the lesses's misuse or neglect, the verified cost of those repairs will be deducted from the rental payment due the Lessor for the month that the repairs were made. No rental deduction shall be made for repairs made by Lessee resulting from the Lessee's misuse or neglect.

Section X. Repairs by Lessor

Lessor will repair any condition which was caused by normal wear and tear or which affects the physical health or safety of an ordinary tenant. Lessor shall maintain and keep the plumbing, electric, ventilation, sanitary and heating systems in good working order.

Section XI. Lessor's Right of Entry for Inspection and Repairs

Lessor or lessor's agents shall have the right to enter the leased premises, or any part of the premises, between 8am and 5pm Monday through Friday, with 24 hours prior notice to lessee during the term of the lease for the purpose of inspection or of making such repairs or alterations as may be necessary for the preservation of the premises in safe condition.

Section XII. Effect of Loss or Destruction of Premises

If the leased premises, or any part of the leased premises, are partially damaged by fire or other casualty, the premises shall promptly be repaired by lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable. Notwithstanding the above, if the leased premises should be damaged to the extent that lessor, at its sole discretion, shall decide not to rebuild, the term of this lease shall immediately end and the rent shall be prorated up to the time of the damage.

Section XIII. Lessee's liability for Accidents

Lessee shall assume all liabilities for any injury or damages that may arise from any accident that occurs in or on the demised premises or in any area under the control of the Lessee. Lessee shall indemnify and hold harmless Lessor from and against all liabilities, of any kind and nature, including injuries to persons or property arising from or related to Lessee' occupancy of the demised premises, excepting those which are caused by the negligence of the Lessor.

Section XIV. Surrender of Possession at Termination of Lease

At the expiration of the lease term, lessee shall leave and surrender the premises hereby demised in as good state and condition as they were in at the commencement of the term, reasonable use and wear of the premises and damages by the elements excepted.

Section XV. Default in Rent Payment

If any default be made in the payment of rent, or any part of the rent, at the times specified, or if any default be made in the performance of any other covenants or agreements herein contained, the lease, and the relation of landlord and tenant, at the option of Lessor, shall wholly and immediately cease and terminate. Any retaking of the premises by the Lessor shall be in accordance with the applicable provisions of the New York State Real Property Actions and Proceedings Law.

Section XVI. Binding Effect on Successors and Assigns

The covenants and conditions contained shall apply to and bind the heirs, executors, and legal representatives of the parties to this lease, and all covenants are to be construed as conditions. This lease shall replace that lease dated September 19, 2011 between the parties hereto.

Dated: January , 2012

Lessor: City of Ogdensburg

Lessee:

By: Phil Cosmo, City Manager

Barbara Seguin

Barry Burke

Business of the City Council
City of Ogdensburg

SUBJECT: FOR AGENDA OF 01/23/12 BILL #10

Resolution to Upgrade Title in
Assessment Department

DEPT OF ORIGIN: Assessment

DATE SUBMITTED: 01/20/12

CLEARANCES: _____

APPROVED AS TO FORM
BY CITY ATTORNEY

EXHIBITS: Resolution

APPROVED BY CITY MANAGER FOR
SUBMITTAL

EXPENDITURE
REQUIRED: \$2,941.

AMOUNT
BUDGETED: 0

APPROPRIATION
REQUIRED: \$2,941.

SUMMARY STATEMENT

A resolution to upgrade title in the Assessment Department, effective January 23, 2012, and transfer \$2,941. from the Fund Balance to A1355.110 to accomplish this upgrade in title.

RECOMMENDED ACTION

Approval of resolution.

MOVED BY: _____

SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR NELSON _____

COUNCILLOR ASHLEY _____

COUNCILLOR CILLEY _____

COUNCILLOR HOSMER _____

COUNCILLOR MORLEY _____

COUNCILLOR SKAMPERLE _____

COUNCILLOR STEVENSON _____

**RESOLUTION TO UPGRADE TITLE IN
ASSESSMENT DEPARTMENT**

WHEREAS, the duties performed by the Data Entry Machine Operator, with the Department of Assessment, have evolved to entail significantly more responsibility than those detailed in her job title, and

WHEREAS, in the extended absence of the previous Assessor, she was delegated authority to carry out the routine duties in meeting and responding to the public and taxpayers' needs for information on assessments and exemption process, and

WHEREAS, the City has since appointed a new Assessor and her duties involve specialized clerical duties that involve work of a technical nature in assisting the Assessor in the assessing function, and

WHEREAS, the upgrade title of Assessment Clerk will allow the Department of Assessment to be better prepared should an extended absence occur,

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby make the following amendment to the 2012 Assessment Budget, effective January 23, 2012,

A1355.110	2012 adopted	2012 amended
Data Entry Machine Operator	\$36,619	
Assessment Clerk		\$40,201.

BE IT FURTHER RESOLVED, that \$2,941. be transferred from the Fund Balance to accomplish this upgrade in title.

TO: Phil Cosmo, Interim City Manager
FROM: Bruce Green, Assessor
DATE: January 5, 2012
RE: Job Duties – Anne Donnelly

Below are the job duties that Anne does that are not Data Entry Operator duties:

- Edits data items for accuracy and is responsible for daily file control for Data Processing and Real Property information system modules;
- Responsible for interpretation and correction of the reports that come out of maintenance;
- Responsible for setting up time schedules for stipulated and grievance hearings and preparing all documentation and correspondence relating to Grievance procedures;
- Assists the general public in filing applications for tax exemptions and in looking up tax map information and assessment information;
- Receives and processes property transfers, ensuring that ORPS, Grantee/Grantor books, property record cards and tax rolls are updated accurately;
- Reviews deeds for splits and compliance with local codes in conjunctions with the Assessor and make appropriate corrections to tax maps and other assessment office records;
- Maintains all correspondence in Assessor's Office and independently composes and sends out routine answers to inquires;
- Compiles Assessor's copies of all building permits and processes for Assessor's field review in a timely and organized fashion;
- Responsible for preparing, mailing and processing the Enhanced Star Renewal applications to ensure accuracy and compliance;
- Responsible for preparing and processing the Wholly exempt renewal forms to ensure accuracy and compliance;
- Responsible for updating the ORPS file and the Assessor's field books with all changes such as transfers, exemptions, name/address changes, etc. and preparing any new folders relating to same. Updates field books with Assessor's assessment changes;
- Verifies all exemption folders yearly against current listings to maintain orderly, accurate files;
- Responsible for proofing the tentative and final rolls to ensure all changes have been accurately made.