

# **The City of Rensselaer**

Rensselaer Common Council

## **REGULAR MEETING MINUTES**

October 19, 2016, 7:00 PM

### **PUBLIC SPEAKING**

### **PUBLIC HEARING**

#### **1. PLEDGE OF ALLEGIANCE**

#### **2. CALL TO ORDER**

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

#### **3. ANNOUNCEMENTS**

ACTING PRESIDENT MOONEY INFORMED THE PUBLIC OF WHERE THE FIRE EXITS ARE LOCATED IN THE FIRST FLOOR CONFERENCE ROOM IN CASE OF AN EMERGENCY.

#### **4. ROLL CALL**

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

ACTING PRESIDENT MOONEY

ALDERPERSON:

VAN VORST  
GARDNER  
DEFRANCESCO  
CASEY  
VAN DYKE

ABSENT: STALL

CITY OFFICIALS IN ATTENDANCE:

ABSENT: Absent: Stall (P)

#### **5. ADOPTION OF MINUTES**

CITY CLERK, NANCY E. HARDT, REPORTS THAT THE MAYOR HAS VETOED RESOLUTION NUMBER 3 AND APPROVED ALL OTHER RESOLUTIONS PASSED

AT THE LAST COUNCIL MEETING.

Aldersperson Dave Gardner (W2) moved that the minutes be adopted as printed, subject to corrections, Seconded by Aldersperson Jim Casey (W4).

**Votes that the minutes be adopted as printed, subject to corrections:**

AYES: Ayes: Van Vorst (W1), Gardner (W2), Defrancesco (W3), Casey (W4), Van Dyke (W6), Mooney (W5)

NOES:

ABSENT: Absent: Stall (P)

**6. COMMUNICATIONS**

VETO FROM MAYOR DANIEL DWYER

ABSENT: Absent: Stall (P)

A. VETO MESSAGE FROM MAYOR DWYER

**7. PRESENTATION OF ACCOUNTS**

Aldersperson Peggy Van Dyke (W6) moved to waive the reading of the bills and payroll, Seconded by Aldersperson John Defrancesco (W3).

**Votes to waive the reading of the bills and payroll:**

AYES: Ayes: Van Vorst (W1), Gardner (W2), Defrancesco (W3), Casey (W4), Van Dyke (W6), Mooney (W5)

NOES:

ABSENT: Absent: Stall (P)

Aldersperson John Defrancesco (W3) moved to accept the bills and payroll as printed subject to correction, Seconded by Aldersperson Jim Casey (W4).

**Votes to accept the bills and payroll as printed subject to correction:**

AYES: Ayes: Van Vorst (W1), Gardner (W2), Defrancesco (W3), Casey (W4), Van Dyke (W6), Mooney (W5)

NOES:

ABSENT: Absent: Stall (P)

A. BILLS

B. PAYROLL

C. DPW

**8. PRESENTATION OF PETITIONS**

NO PETITIONS

ABSENT: Absent: Stall (P)

**9. PRESENTATION OF BIDS**

NO BIDS

ABSENT: Absent: Stall (P)

**10. COMMITTEE AND WARD REPORTS**

(W5)

NOES:

ABSENT: Absent: Stall (P)

ABSTAIN: Abstain: Defrancesco (W3)

4. RESOLUTION APPROVING FEES FOR REMOVAL OF ELECTRONICS

Aldersperson Dave Gardner (W2) moved Motion, Seconded by Aldersperson Council as a Whole.

**Votes Motion:**

AYES: Ayes: Van Vorst (W1), Gardner (W2), Defrancesco (W3), Casey (W4), Van Dyke (W6), Mooney (W5)

NOES:

ABSENT: Absent: Stall (P)

5. A RESOLUTION ACCEPTING LIBRARY GRANT

Aldersperson John Defrancesco (W3) moved Motion, Seconded by Aldersperson Council as a Whole.

**Votes Motion:**

AYES: Ayes: Van Vorst (W1), Gardner (W2), Defrancesco (W3), Casey (W4), Van Dyke (W6), Mooney (W5)

NOES:

ABSENT: Absent: Stall (P)

6. A RESOLUTION TO OVERRIDE MAYOR'S VETO

Aldersperson Peggy Van Dyke (W6) moved Motion, Seconded by Aldersperson Council as a Whole.

**Votes Motion:**

AYES: Ayes: Van Vorst (W1), Gardner (W2), Defrancesco (W3), Casey (W4), Van Dyke (W6), Mooney (W5)

NOES:

ABSENT: Absent: Stall (P)

7. A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE

Aldersperson Rich Mooney (W5) moved Motion, Seconded by Aldersperson Dave Gardner (W2).

**Votes Motion:**

AYES: Ayes: Van Vorst (W1), Gardner (W2), Casey (W4), Van Dyke (W6), Mooney (W5)

NOES:

ABSENT: Absent: Stall (P)

ABSTAIN: Abstain: Defrancesco (W3)

13. ADJOURN

**Votes Motion:**

AYES: Ayes: Van Vorst (W1), Gardner (W2), Defrancesco (W3), Casey (W4), Van Dyke (W6), Mooney (W5)

NOES:

ABSENT: Absent: Stall (P)

7. A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE

Aldersperson Rich Mooney (W5) moved Motion, Seconded by Aldersperson Dave Gardner (W2).

**Votes Motion:**

AYES: Ayes: Van Vorst (W1), Gardner (W2), Casey (W4), Van Dyke (W6), Mooney (W5)

NOES:

ABSENT: Absent: Stall (P)

ABSTAIN: Abstain: Defrancesco (W3)

**13. ADJOURN**

Aldersperson Peggy Van Dyke (W6) moved to adjourn at 7:10 pm, Seconded by Aldersperson John Defrancesco (W3).

**Votes to adjourn at 7:10 pm:**

AYES: Ayes: Van Vorst (W1), Gardner (W2), Defrancesco (W3), Casey (W4), Van Dyke (W6), Mooney (W5)

NOES:

ABSENT: Absent: Stall (P)



**Pay Statement Summary Report**

Run Date: 10/19/2016

	Regular Earnings	Overtime Earnings	Other Earnings	Statutory Deductions	Total Deductions	Gross Pay
	Regular Hours	Overtime Hours	Other Hours	Voluntary Deductions	Total Deductions	Net Pay
<b>Company Code: VBK</b>						
<b>Paid in Cost Number:</b>						
Totals For Paid in Cost Number:	2,872.05	75.81	0.00	631.28	440.49	2,947.86
Treasurer:	195.50	3.00	0.00	-190.79	440.49	2,507.37
<b>Paid in Cost Number: A-1010-7100 - Common Council</b>						
Totals For Paid in Cost Number A-1010-7100 - Common Council:	335.12	0.00	0.00	31.88	335.12	0.00
<b>Paid in Cost Number: A-1010-7110 - Common Council</b>						
Totals For Paid in Cost Number A-1010-7110 - Common Council:	1,769.16	0.00	0.00	269.74	1,528.09	1,769.16
Mayor:	0.00	0.00	0.00	1,258.35	1,528.09	241.07
<b>Paid in Cost Number: A-1210-7100 - Mayor</b>						
Totals For Paid in Cost Number A-1210-7100 - Mayor:	863.37	0.00	0.00	242.08	621.29	863.37
<b>Paid in Cost Number: A-1210-7120 - Mayor</b>						
Totals For Paid in Cost Number A-1210-7120 - Mayor:	1,206.58	0.00	0.00	233.56	973.02	1,206.58
<b>Paid in Cost Number: A-1210-7150 - Mayor</b>						
Totals For Paid in Cost Number A-1210-7150 - Mayor:	1,381.89	0.00	0.00	264.44	18.80	1,381.89
<b>Paid in Cost Number: A-1210-7160</b>						
Totals For Paid in Cost Number A-1210-7160:	1,755.00	0.00	0.00	393.15	1,361.85	1,755.00
<b>Paid in Cost Number: A-1315-7100 - Comptroller</b>						
Totals For Paid in Cost Number A-1315-7100 - Comptroller:	3,123.07	0.00	0.00	884.55	2,238.52	3,123.07
<b>Paid in Cost Number: A-1325-7100 - Treasurer</b>						
Totals For Paid in Cost Number A-1325-7100 - Treasurer:	2,094.77	0.00	3,000.00	1,224.53	1,702.18	5,094.77
<b>Paid in Cost Number: A-1325-7110 - Treasurer</b>						
Totals For Paid in Cost Number A-1325-7110 - Treasurer:	1,522.50	0.00	2,500.00	1,108.50	1,227.20	4,022.50
<b>Pay Dates Between 10/21/2016 to 10/21/2016</b>						

	Regular Earnings	Overtime Earnings	Other Earnings	Statutory Deductions	Total Deductions	Gross Pay
	Regular Hours	Overtime Hours	Other Hours	Voluntary Deductions	Total Deductions	Net Pay
<b>Paid in Cost Number: A-1325-7150 - Treasurer</b>						
Totals For Paid in Cost Number A-1325-7150 -	1,169.31	0.00	2,500.00	1,040.04	1,931.22	3,669.31
Treasurer:	0.00	0.00	0.00	891.18		1,738.09
<b>Paid in Cost Number: A-1345-7100 - Purchasing</b>						
Totals For Paid in Cost Number A-1345-7100 -	624.32	0.00	0.00	124.29	624.32	624.32
Purchasing:	0.00	0.00	0.00	500.03		0.00
<b>Paid in Cost Number: A-1345-7150 - Purchasing</b>						
Totals For Paid in Cost Number A-1345-7150 -	479.50	0.00	0.00	65.09	479.50	479.50
Purchasing:	34.00	0.00	0.00	414.41		0.00
<b>Paid in Cost Number: A-1355-7100 - Assessment</b>						
Totals For Paid in Cost Number A-1355-7100 -	1,230.76	0.00	0.00	120.00	1,230.76	1,230.76
Assessment:	39.00	0.00	0.00	1,110.76		0.00
<b>Paid in Cost Number: A-1355-7150 - Assessment</b>						
Totals For Paid in Cost Number A-1355-7150 -	1,056.20	0.00	1,850.00	643.26	2,906.20	2,906.20
Assessment:	70.00	0.00	0.00	829.06		1,433.88
<b>Paid in Cost Number: A-1410-7100 - City Clerk</b>						
Totals For Paid in Cost Number A-1410-7100 -	3,617.27	0.00	0.00	820.39	3,617.27	3,617.27
City Clerk:	0.00	0.00	0.00	2,796.88		0.00
<b>Paid in Cost Number: A-1410-7150 - City Clerk</b>						
Totals For Paid in Cost Number A-1410-7150 -	142.10	0.00	0.00	10.87	142.10	142.10
City Clerk:	14.00	0.00	0.00	0.00		131.23
<b>Paid in Cost Number: A-1420-7100 - Law Department</b>						
Totals For Paid in Cost Number A-1420-7100 -	1,214.54	0.00	0.00	291.30	1,214.54	1,214.54
Law Department:	0.00	0.00	0.00	923.24		0.00
<b>Paid in Cost Number: A-1420-7120 - Law Department</b>						
Totals For Paid in Cost Number A-1420-7120 -	530.89	0.00	0.00	69.91	530.89	530.89
Law Department:	0.00	0.00	0.00	460.98		0.00
<b>Paid in Cost Number: A-1430-7100 - Administrative Services</b>						
Totals For Paid in Cost Number A-1430-7100 -	3,076.26	0.00	0.00	698.94	3,076.26	3,076.26
Administrative Services:	87.50	0.00	0.00	2,377.32		0.00
<b>Paid in Cost Number: A-1430-7150 - Administrative Services</b>						
Totals For Paid in Cost Number A-1430-7150 -	1,321.26	0.00	0.00	290.90	1,321.26	1,321.26
Administrative Services:	70.00	0.00	0.00	1,030.36		0.00
<b>Paid in Cost Number: A-1440-7100 - Engineering</b>						

	Regular Earnings	Overtime Earnings	Other Earnings	Statutory Deductions	Total Deductions	Gross Pay
	Regular Hours	Overtime Hours	Other Hours	Voluntary Deductions	Total Deductions	Net Pay
Totals For Paid in Cost Number A-1440-7100 - Engineering:	1,505.73	0.00	0.00	313.82	1,191.91	1,505.73
<b>Paid in Cost Number: A-1490-7100 - Public Works Administration</b>						
Totals For Paid in Cost Number A-1490-7100 - Public Works Administration:	5,472.10	0.00	0.00	1,480.85	3,991.25	5,472.10
<b>Paid in Cost Number: A-1620-7130 - Buildings</b>						
Totals For Paid in Cost Number A-1620-7130 - Buildings:	2,299.84	106.16	0.00	574.83	1,718.51	2,406.00
<b>Paid in Cost Number: A-3120-7100 - Police Department</b>						
Totals For Paid in Cost Number A-3120-7100 - Police Department:	6,334.57	0.00	307.70	1,671.27	3,850.86	6,642.27
<b>Paid in Cost Number: A-3120-7110 - Police Department</b>						
Totals For Paid in Cost Number A-3120-7110 - Police Department:	18,171.48	3,113.75	312.13	5,745.47	13,326.27	21,597.36
<b>Paid in Cost Number: A-3120-7130 - Police Department</b>						
Totals For Paid in Cost Number A-3120-7130 - Police Department:	40,819.26	5,563.65	575.03	12,460.22	30,391.42	46,957.94
<b>Paid in Cost Number: A-3120-7150 - Police Department</b>						
Totals For Paid in Cost Number A-3120-7150 - Police Department:	9,033.24	227.24	0.00	1,991.19	5,493.13	9,260.48
<b>Paid in Cost Number: A-3120-7187 - Med Fund</b>						
Totals For Paid in Cost Number A-3120-7187 - Med Fund:	0.00	0.00	0.00	0.00	-360.00	360.00
<b>Paid in Cost Number: A-3410-7100 - Fire</b>						
Totals For Paid in Cost Number A-3410-7100 - Fire:	1,056.66	0.00	0.00	105.13	18.80	1,056.66
<b>Paid in Cost Number: A-3410-7130 - Fire</b>						
Totals For Paid in Cost Number A-3410-7130 - Fire:	26,967.20	12,959.06	1,307.65	10,553.13	26,291.01	41,233.91
<b>Paid in Cost Number: A-3620-7100 - Building Code Enforcement</b>						
Totals For Paid in Cost Number A-3620-7100 - Building Code Enforcement:	1,582.09	0.00	0.00	374.90	0.00	1,582.09

Pay Dates Between 10/21/2016 to 10/21/2016

	Regular Earnings	Overtime Earnings	Other Earnings	Statutory Deductions	Total Deductions	Gross Pay
	Regular Hours	Overtime Hours	Other Hours	Voluntary Deductions	Total Deductions	Net Pay
Totals For Paid in Cost Number A-3620-7120 - Building Code Enforcement:	441.51	0.00	0.00	58.44	441.51	441.51
<b>Paid in Cost Number: A-3620-7150 - Building Code Enforcement</b>						
Totals For Paid in Cost Number A-3620-7150 - Building Code Enforcement:	1,056.20	0.00	0.00	135.37	1,056.20	1,056.20
<b>Paid in Cost Number: A-5010-7130 - Maintenance Of Roads-Highway</b>						
Totals For Paid in Cost Number A-5010-7130 - Maintenance Of Roads-Highway:	22,391.65	475.79	0.00	5,194.67	22,867.44	22,867.44
<b>Paid in Cost Number: A-7110-7150 - Recreation</b>						
Totals For Paid in Cost Number A-7110-7150 - Recreation:	1,278.75	17.00	0.00	13,568.38	18,763.05	4,104.39
<b>Paid in Cost Number: A-7310-7100 - Youth Bureau</b>						
Totals For Paid in Cost Number A-7310-7100 - Youth Bureau:	800.00	0.00	0.00	129.38	129.38	800.00
<b>Paid in Cost Number: A-8020-7100 - Planning</b>						
Totals For Paid in Cost Number A-8020-7100 - Planning:	460.46	0.00	0.00	80.52	80.52	460.46
<b>Paid in Cost Number: A-8160-7130 - Solid Waste</b>						
Totals For Paid in Cost Number A-8160-7130 - Solid Waste:	0.00	0.00	0.00	0.00	0.00	379.94
<b>Paid in Cost Number: A-8020-7120 - Planning</b>						
Totals For Paid in Cost Number A-8020-7120 - Planning:	4,884.19	0.00	0.00	1,195.26	4,884.19	4,884.19
<b>Paid in Cost Number: A-8160-7140 - Solid Waste</b>						
Totals For Paid in Cost Number A-8160-7140 - Solid Waste:	0.00	0.00	0.00	3,688.93	4,884.19	0.00
<b>Paid in Cost Number: F-8310-7110 - Water Administration</b>						
Totals For Paid in Cost Number F-8310-7110 - Water Administration:	3,650.12	0.00	0.00	888.57	3,650.12	3,650.12
<b>Paid in Cost Number: F-8320-7110 - Cross Street</b>						
Totals For Paid in Cost Number F-8320-7110 - Water Administration:	67.00	0.00	0.00	2,761.55	3,650.12	0.00
<b>Paid in Cost Number: F-8310-7130 - Water Administration</b>						
Totals For Paid in Cost Number F-8310-7130 - Water Administration:	5,606.67	84.60	0.00	1,263.88	5,691.27	5,691.27
<b>Paid in Cost Number: F-8320-7110 - Cross Street</b>						
Totals For Paid in Cost Number F-8320-7110 - Cross Street:	342.00	3.50	0.00	4,399.55	5,663.43	27.84
<b>Paid in Cost Number: F-8310-7110 - Water Administration</b>						
Totals For Paid in Cost Number F-8310-7110 - Water Administration:	2,736.72	12.83	0.00	719.72	2,749.55	2,749.55
<b>Paid in Cost Number: F-8320-7110 - Cross Street</b>						
Totals For Paid in Cost Number F-8320-7110 - Cross Street:	160.00	0.50	0.00	1,118.42	1,838.14	911.41
<b>Paid in Cost Number: F-8310-7130 - Water Administration</b>						
Totals For Paid in Cost Number F-8310-7130 - Water Administration:	1,550.49	0.00	0.00	337.50	1,550.49	1,550.49
<b>Paid in Cost Number: F-8320-7110 - Cross Street</b>						
Totals For Paid in Cost Number F-8320-7110 - Cross Street:	0.00	0.00	0.00	1,212.99	1,550.49	0.00
<b>Paid in Cost Number: F-8310-7130 - Water Administration</b>						
Totals For Paid in Cost Number F-8310-7130 - Water Administration:	1,194.45	0.00	0.00	285.46	1,194.45	1,194.45
<b>Paid in Cost Number: F-8320-7110 - Cross Street</b>						
Totals For Paid in Cost Number F-8320-7110 - Cross Street:	0.00	0.00	0.00	12.90	298.36	896.09

	Regular Earnings	Overtime Earnings	Other Earnings	Statutory Deductions	Total Deductions	Gross Pay
	Regular Hours	Overtime Hours	Other Hours	Voluntary Deductions	Total Deductions	Net Pay
Totals For Paid in Cost Number F-8320-7110 - Cross Steel:	1,297.33 70.00	0.00 0.00	148.27 0.00	326.15 1,119.45	1,445.60 0.00	1,445.60 0.00
<b>Paid in Cost Number: F-8340-7140 - Water Crew</b>						
Totals For Paid in Cost Number F-8340-7140 - Water Crew:	2,898.61 160.00	866.71 28.50	121.98 0.00	876.44 3,010.86	3,887.30 0.00	3,887.30 0.00
<b>Paid in Cost Number: G-8120-7110 - Sanitary Sewers</b>						
Totals For Paid in Cost Number G-8120-7110 - Sanitary Sewers:	1,672.80 80.00	188.19 6.00	461.54 0.00	692.52 1,630.01	2,322.53 0.00	2,322.53 0.00
<b>Paid in Cost Number: G-8120-7130 - Sanitary Sewers</b>						
Totals For Paid in Cost Number G-8120-7130 - Sanitary Sewers:	1,238.96 80.00	0.00 0.00	0.00 0.00	267.00 198.65	465.65 0.00	1,238.96 773.31
<b>Paid in Cost Number: L-7410-7100 - Public Library</b>						
Totals For Paid in Cost Number L-7410-7100 - Public Library:	1,798.35 0.00	0.00 0.00	0.00 0.00	405.75 1,392.60	1,798.35 0.00	1,798.35 0.00
<b>Paid in Cost Number: L-7410-7150 - Public Library</b>						
Totals For Paid in Cost Number L-7410-7150 - Public Library:	1,360.00 136.00	0.00 0.00	0.00 0.00	120.02 954.06	1,074.08 0.00	1,360.00 285.92
<b>Paid in Cost Number: T-0000-0602-0003 - Deferred Comp</b>						
Totals For Paid in Cost Number T-0000-0602-0003 - Deferred Comp:	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
<b>Paid in Cost Number: T-0000-0602-0005 - Met life</b>						
Totals For Paid in Cost Number T-0000-0602-0005 - Met life:	0.00 0.00	0.00 0.00	0.00 0.00	0.00 -162.65	0.00 -162.65	0.00 162.65
<b>Paid in Cost Number: T000006020009 - AFLAC</b>						
Totals For Paid in Cost Number T000006020009 - AFLAC:	0.00 0.00	0.00 0.00	0.00 0.00	0.00 -1,871.31	0.00 -1,871.31	0.00 1,871.31
<b>Paid in Cost Number: T-0000-0602-0012 - CSEA</b>						
Totals For Paid in Cost Number T-0000-0602-0012 - CSEA:	0.00 0.00	0.00 0.00	0.00 0.00	0.00 -652.02	0.00 -652.02	0.00 652.02
<b>Paid in Cost Number: T-0000-0602-0013 - Fire Union</b>						
Totals For Paid in Cost Number T-0000-0602-0013 - Fire Union:	0.00 0.00	0.00 0.00	0.00 0.00	0.00 -600.00	0.00 -600.00	0.00 600.00
<b>Paid in Cost Number: T-0000-0602-0014 - Police Union</b>						
Totals For Paid in Cost Number T-0000-0602-0014 - Police Union:	0.00 0.00	0.00 0.00	0.00 0.00	0.00 -600.00	0.00 -600.00	0.00 600.00

	Regular Earnings Regular Hours	Overtime Earnings Overtime Hours	Other Earnings Other Hours	Statutory Deductions Voluntary Deductions	Total Deductions	Gross Pay Net Pay
Totals For Paid in Cost Number	0.00	0.00	0.00	0.00		0.00
T-0000-0602-0014 - Police Union:	0.00	0.00	0.00	-600.00	-600.00	600.00
<b>Paid in Cost Number: T-0000-0602-0017 - Teamster Union</b>						<b>Pay Dates Between 10/21/2016 to 10/21/2016</b>
Totals For Paid in Cost Number	0.00	0.00	0.00	0.00		0.00
T-0000-0602-0017 - Teamster Union:	0.00	0.00	0.00	-312.66	-312.66	312.66
<b>Paid in Cost Number: T-0000-0602-0026 - Police And Fire</b>						<b>Pay Dates Between 10/21/2016 to 10/21/2016</b>
Totals For Paid in Cost Number	0.00	0.00	0.00	0.00		0.00
T-0000-0602-0026 - Police And Fire:	0.00	0.00	0.00	-55.40	-55.40	55.40
Totals For Company Code VBK:	199,666.60	23,673.79	13,084.30	57,706.16	194,979.56	236,424.69
	3,598.25	648.25	0.00	137,273.40	194,979.56	41,445.13
Totals For Report:	199,666.60	23,673.79	13,084.30	57,706.16	194,979.56	236,424.69
	3,598.25	648.25	0.00	137,273.40	194,979.56	41,445.13



Organization
St. Johns Academy Alumni Group
Gerald O'Neil Post
Stripes
Backyard Shed Co. Inc.
Century Monument Co., Inc.
John J. Dunn
V. Zappala & Co., Inc.
Troy Sand and Gravel Co., Inc.
Bruce Adams Roofing Contracting Inc.
Curtis Printing Company
Creighton Manning
C.T. Male Associates
Ladies Auxiliary Fraternal Order Eagles Bell Jar Fund
Lyons Funeral Home
Thorpe Electric Supply, Inc.
Marx Properties
Walter S. Pratt and Sons Inc.

### A RESOLUTION AUTHORIZING AGREEMENT

Sponsored by  
Aldersperson(s)

Ward 5 - Rich Mooney  
*2nd Council AS Annexe*

*#2*

**WHEREAS**, the City of Rensselaer is desirous of entering into an agreement with Fundamental Business Services, Inc. ("FBS") for collections of parking violations, and

**WHEREAS**, the proposed contract is annexed hereto

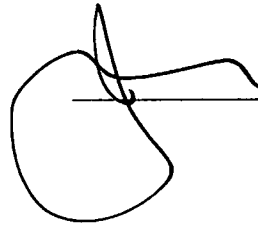
**NOW, THEREFORE BE IT RESOLVED**, that the City of Rensselaer enter into an agreement with FBS in the forms annexed hereto, and

**BE IT FURTHER RESOLVED**, that the Mayor of the City of Rensselaer be authorized to execute said agreement.

**JAMES VAN VORST**  
**DAVE GARDNER**  
**JOHN DEFRANCESCO**  
**JAMES CASEY**  
**RICHARD MOONEY**  
**MARGARET VAN DYKE**  
**BRIAN STALL** *Absent*

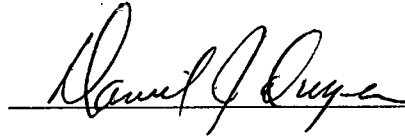
	AYES	NOES
	✓	
	✓	
	✓	
	✓	
	✓	
	✓	
Total	6	0

Approved as to form and sufficiency  
on October 19, 2016



Corporation Counsel

Approved By:



Mayor

**ATTACHMENTS:**

Description  
FBS Agreement

Upload Date    Type  
10/17/2016    Cover Memo

FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

AGREEMENT

**AGREEMENT** dated \_\_\_\_\_, 2016 between City of Rensselaer, a municipal corporation with offices at 62 Washington Street, Rensselaer, New York, 12144, (Hereafter referred to as City) and FUNDAMENTAL BUSINESS SERVICE, INC., 14 Front Street, Hempstead, New York, 11550, (Hereafter referred to as FBS).

**WHEREAS, FBS, has been selected to perform these services, now therefore  
IT IS MUTUALLY AGREED: BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. The term of this agreement will commence on the date above written and will continue for a period of Three (3) years with an option to renew, at the option of FBS, for an additional three year period upon thirty (30) days written notice unless terminated sooner pursuant to the provisions of paragraph 21 herein.
2. FBS shall transcribe all records of parking summonses and all information contained therein from the original appearance tickets/summonses located at City of RENSSELAER and issued for violation of parking ordinances. Said summonses shall be delivered to FBS by the City at the sole cost and expense of the City.
3. The City agrees to cooperate with FBS, in providing access to the aforesaid information, including the information regarding the payment of all summonses.
4. FBS shall obtain from the Department of Motor Vehicles the name, address and vehicle registration numbers from the information provided by the City, including license plate numbers, as found on the aforesaid tickets/summonses.
5. FBS shall engage in skip tracing procedures, if determined by FBS to be necessary or appropriate, to locate delinquent violators.
6. FBS shall notify all aforesaid violators of the outstanding tickets/summonses, on a form, which has been approved by the City prior to transmission.
7. FBS shall forward copies of all correspondence received from violators or other sources which result from the aforesaid notification and shall notify the City of RENSSELAER and the Department of Motor Vehicles of the results of said correspondence and compliance or lack thereof.
8. FBS shall maintain monthly account files, which reflect the amount of fines remitted as a result of the efforts of FBS and shall provide copies of such reports to the City on a monthly basis.

**FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT**

9. FBS shall repeat notification to delinquent violators by two additional notices as set forth herein on forms approved by the City at thirty (30) day intervals, unless payment is sooner made.
10. FBS shall provide a warning to all delinquent violators that failure to respond to the aforesaid three (3) notices may result in the entry of a civil judgment.
11. FBS, on behalf of and at the direction of the City of RENSSELAER, shall prepare civil default judgments for docketing by the appropriate City officials in certain instances where violators fail to respond to the aforesaid three (3) notices, as directed by the City.
12. FBS shall provide all responding violators with information regarding all outstanding summonses, including summons number, date and place of violation, license plate number and amount of fine.
13. FBS, on behalf of and at the direction of the City of RENSSELAER, shall notify the Department of Motor Vehicles of scofflaws with three (3) or more unanswered violations.
14. FBS agrees to devote reasonable best efforts to recover the full amount of the accounts placed for collection through persistent and diligent activity which shall be at all times legal and ethical and in compliance with applicable Government (Federal, State and Local) rules and regulations including without limitation, the Federal Fair Debt Collection Practices Act. FBS shall endeavor to maintain and preserve the violator's good will toward the City.
15. FBS shall maintain all records in relation to this agreement and perform services as required herein at and from its own business premises.
16. All fines remitted in response to the efforts of FBS shall be remitted directly to the City. In no instance shall FBS engage in the service of, or be considered in any way, to be the escrowee of the City.
17. The parties further agree that all correspondence to be sent to scofflaws and violators shall be subject to the prior approval of the City.
18. FBS agrees to hold the City harmless and indemnify against any liability imposed upon the City as a result of acts committed by FBS, in violation of this agreement and of the Fair Debt Collection Act and all applicable Federal, State and Local regulations in regard to debt collections. The City of RENSSELAER agrees to hold FBS harmless and indemnify against any liability imposed upon FBS as a result of erroneous or incorrect information transmitted by the City to FBS and actions taken by FBS in reliance thereon.

## FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT

19. It is understood that FBS' relationship to the City is that of an independent contractor and not its employee or agent. Any arrangements made by FBS with outside agents or attorneys shall be solely FBS' responsibility and shall in no way constitute or incur additional obligation on the part of the City. The City's obligation is limited to payment to FBS of compensation earned in accordance with this agreement.

20. FBS shall be compensated on a contingent basis and shall be entitled to:

Thirty percent (30%) of amounts paid on or after thirty (30) days from issuance

In addition, all costs of operation incurred by FBS in furtherance of the services enumerated, excluding statutory court and filing fees and fees imposed by the Department of Motor Vehicle directly upon the City, shall be borne solely by contractor. The compensation due FBS shall be based upon a percentage of that actually collected and not upon the face amount of the summons/ticket. FBS shall submit invoices and be compensated pursuant to customary City billing procedures.

21. Either party may terminate this agreement by giving written notice by registered or certified mail upon thirty (30) days notice for cause. In the event this agreement is so terminated, FBS shall return to City all accounts and related records. The City will be responsible to FBS for fees due as a result of the collection efforts of FBS but shall incur no other liability as a result of such cancellation.

22. FBS agrees to supply the software and equipment contained in Exhibit "A" annexed hereto. FBS may substitute equipment which, in its judgment, is equal or comparable to said equipment. The initial cost of said equipment shall be borne solely by FBS. The cost of all warranties, maintenance, repairs and updates shall be borne by the City.

23. All equipment and intellectual property provided by FBS during the course of this agreement shall remain the property of FBS or the entity which licenses its use. All data held by FBS shall be turned over to the City upon demand at the expiration of this contract.

This agreement sets forth all of the terms and conditions of the agreement and may only be changed by a writing executed by both parties.

**FBS SERVICE AGREEMENT FOR PARKING ENFORCEMENT MANAGEMENT**

**DATED: FUNDAMENTAL BUSINESS SERVICE, INC.**

**BY \_\_\_\_\_**

**DATED: CITY OF RENSSELAER**

**BY \_\_\_\_\_**



Anticipated Project Implementation

Mar 1, 2018

Anticipated Project Completion

Dec 31, 2018

**Detailed Description of Project:** Concisely describe the proposed project, indicating what will be designed and constructed; or developed and implemented; the issues or opportunities to be addressed; and expected outcomes and project deliverables. Space is limited to the visible area.

The proposed project will include the design and construction of about 2500 feet of multi-use trail and possibly two short sections of on-street improvements to accommodate pedestrians and bicycles. The alignment will begin at the north terminus of an under construction multi-use trail in the vicinity of the Livingston Avenue Railroad Bridge, proceeding northerly along the east bank of the Hudson River to Rensselaer's Riverfront Park and public Boat Launch. The proposed trail may be routed, via improvements, along two local access streets for approximately 500 feet to avoid one private property.

This proposed trail extension essentially serves several purposes. It will provide a safe (and scenic) connection between the Riverfront Park and the proposed DeLaet's Landing multi-use development. Further, it will provide connectivity between the City residential neighborhoods in the north with its downtown and the current ped/bike facility on the Dunn Memorial Bridge. It also will be another completed stage for the long proposed multi-use trail connecting Troy with Rensselaer.

The proposed trail is in concert with recommendations in the Local Waterfront Revitalization Plan. The 2011 update of the plan stated the following: "While there is now little in the way of developed recreation facilities or public access, Rensselaer is in a better position to take advantage of its riverfront for such development than most other Hudson River cities." A continuous trail system was identified as priority in the Plan update.

The primary project development issues to be addressed include the use of CSX/AMTRAK/Rensselaer Sewer District property for a part of the project. The facility would not directly cross or be in conflict with rail operations and the Sewer District is in favor of the use for the trail. One private owner to the north will have to be "bypassed" by improving and using two short sections of public street. There would be two rail crossings of the CSX freight spur connecting to Troy's south end; however, train traffic is limited to a few trains per week. The City is well experienced dealing with the railroads under a variety of shared issues and interests, so this appears to be time and coordination sensitivity and not technical feasibility. The City is already well versed in the permit and technical issues building on the Hudson shoreline having just let to construction a similar scaled project to the south of this proposal.

**\*Describe Innovative/Creative Aspects of Project:** Identify any creative/innovative project aspects. Examples include use of new technology, unique project characteristics, use of cost effective solutions, unique partnerships, etc.

The City of Rensselaer has been partnering with private developers to preserve, through easements or acquisition, public space and access along the Hudson River. They are following the recommendations of its 2011 LWRP update. The potential for redevelopment along the shore is much greater in this area than, for example, in Albany because there are no roadways or other physical barriers blocking the path. The facility itself is consistent with smart growth principles in a number of ways.

In addition, the following recommendation was headlined in the City's 2006 Comprehensive Master Plan:

"The city's waterfront along the Hudson River will be reinvented as a place to live, work and recreate. Public access to the Hudson River from neighborhoods, the train station and the central business district will be of paramount importance. A waterfront pathway/trail will provide continuous public access, connecting to activity centers such as downtown, the train station and adjacent neighborhoods. New businesses will be attracted to Rensselaer's quality-of-life assets, excellent transportation infrastructure, and proximity to major educational institutions." The City because of its undeveloped and unfettered shoreline an proximity to downtown Albany is uniquely poised for significant new private investment to attract the mixed use development as recommended in the City Plan.



## CITY OF RENSSELAER

**BILL PAYING CUSTOMERS ONLY**

RECYCLING & CURB SIDE PICK UP GUIDELINES #462-9616 or # 462-9617  
PLEASE PUT TRASH OUT CURB SIDE THE NIGHT BEFORE PICK UP BETWEEN 4:00PM & MIDNIGHT

### GARBAGE PICK UP DAYS

(BILL PAYING CUSTOMERS ONLY)

(TRASH PICK UP IS THE MORNINGS OF TUESDAY - FRIDAY, WE DO NOT PICK UP ON WEEKENDS)

**MONDAY:** BRUSH/TWIGS, LEAVES & GRASS CLIPPINGS, (CHRISTMAS TREES/WREATHS IN SEASON) ONLY.  
Leaves & grass clippings must be in Paper biodegradable bags. We will not pick up plastic bags of leaves. Branches/brush/twigs should be no longer than 4ft and tied together. Cut down trees or limbs will be charged based on size.

**TUESDAY:** ALL SOUTH OF PARTITION ST

**WEDNESDAY:** ALL NORTH OF PARTITION ST TO McNAUGHTON AVE

**THURSDAY:** ALL NORTH OF McNAUGHTON AVE TO I-90

**FRIDAY:** ALL NORTH OF I-90 TO GRANDVIEW ESTATES

**WE DO NOT PICK UP ON LEGAL HOLIDAYS**

(LISTED ON THE BACK OF THIS NOTICE)

TRASH CANS MUST BE RETURNED TO BACK YARD OR IN FRONT YARD IN AN ENCLOSED AREA WITHIN 24 HOURS

TRASH MUST BE BAGGED IN **TRASH BAGS** (NOT OVER 50 POUNDS) AND PLACED IN A 32 GALLON CONTAINER  
OVER SIZED TRASH STOPS MAY BE CONSIDERED BULK & CHARGED ACCORDINGLY

**"ALL RECYCLABLES MUST BE IN CONTAINERS MARKED RECYCLABLES"**

***Pizza boxes & any shape styrofoam are trash, not recyclable!!!***

The recyclable items (glass/metal/plastic) must be clean & placed loosely in the bottom of your recycle bin.

All paper items, such as newspapers, magazines, cereal & gift boxes should be placed on top of bin.

Card board boxes must be flattened and no longer than 3 feet x 2 feet.

### BULK RULES: (BILL PAYING CUSTOMERS ONLY)


THE BULK SIZE MUST NOT BE LONGER THAN 8' LONG X 4' WIDE X 4' HIGH—OVERSIZED STOPS OR CLEAN OUTS

IT WILL BE THE HOME OWNER'S RESPONSIBILITY TO INFORM THEIR TENANTS OF THESE RULES.  
EACH UNIT WILL BE ALLOWED 1 FREE PICK UP PER YEAR. (@ SPRING)

ADDITIONAL BULK PICK UPS MAY BE PURCHASED, AND PUT OUT ON YOUR REGULAR SCHEDULED TRASH NIGHT.

- \*PROPANE TANKS \$5.00; \*TIRES \$5.00; \*5x7 RUG \$5.00; \*END TABLE \$5.00; \*DOOR \$5.00; \*SMALL CABINET \$5.00
- \*TOILET \$5.00; \*BABY CRIB \$5.00; \*STUFFED CHAIR \$5.00; \*COUCH \$10.00; \*BOX SPRING or MATTRESS \$10.00
- \*SMALL ITEM (CHAIR, TABLE ETC); \*LARGE CABINET \$10.00; \*LARGE RUG \$10.00;
- \*LARGE ITEM (SOFA, REFRIGERATOR, STOVE ETC.) \$10.00; \*CONSTRUCTION DEBRIS (CHARGE BASED ON SIZE)
- \*KITCHEN TABLE WITH CHAIRS \$15.00
- \*LARGE BULK STOP \$250.00, MEDIUM BULK STOP \$100.00, SMALL BULK STOP \$50.00
- \*TV'S/COMPUTER MONITORS: SMALL (UNDER 18") \$15.00, MEDIUM (19"-27") \$25.00, LARGE (27" AND ABOVE) \$50.00

### NOT ACCEPTABLE FOR BULK OR TRASH

1. Auto parts—including batteries
  2. Concrete & bricks
  3. Liquid paint (we will take them if the paint is dried out completely or soaked up with cat litter)
  4. Chemicals- household or pool
  5. Medical waste including hypodermic needles
  6. Hazardous waste—including all oils & gas
  7. No Human Waste
  8. Anything over 4ft will be charged based on size (branches/brush/twigs included)
  9. No loose trash—must be bagged and tied shut
  10. Bulk items in trash bags are not considered normal house hold trash.
- 

**HOLIDAYS-2016**

**LABOR DAY**                      **MONDAY**                      9/5/2016                      **NORMAL**

**COLUMBUS DAY**                      **MONDAY**                      10/10/2016                      **NORMAL**

**VETERAN'S DAY**                      **FRIDAY**                      11/11/2016  
Normal Tuesday pick up is Monday, Normal Wednesday pick up is Tuesday,  
Normal Thursday pick up is Wednesday, Normal Friday pick up is Thursday

**THANKSGIVING DAY**                      **THURSDAY**                      11/24/2016  
Normal Tuesday pick up is Monday, Normal Wednesday pick up is Tuesday,  
Normal Thursday & Friday pick up is Wednesday.

**DAY AFTER THANKSGIVING**                      **FRIDAY**                      11/25/2016                      **CLOSED**

**CHRISTMAS DAY**                      **MONDAY**                      12/26/2016                      **NORMAL**  
(Sunday 12/25)

On Holiday weeks, there will be NO Bulk or Brush/Leaf pickups! No Exceptions!

**ADDITIONAL FEES**

In the circumstance that the City has notified you of the guidelines and rules, any failure to follow these will result in fees that you as a homeowner are responsible for. After you receive your first warning for failure to follow the City guidelines you may be charged a fee of:

2<sup>ND</sup> OFFENSE: \$25.00

3<sup>RD</sup> OFFENSE: \$50.00

4<sup>TH</sup> OFFENSE \$100.00

**A RESOLUTION ACCEPTING LIBRARY GRANT**

Sponsored by  
Aldersperson(s)

Ward 3 - John DeFrancesco

#5

*Ord: Council AS A Whole*

**WHEREAS**, the City of Rensselaer Public Library has received a Two Thousand Five Hundred Dollar (\$2,500.00) Special Legislative Bullet Aid Grant from State Senator Kathleen Marchione, and

**WHEREAS**, the City of Rensselaer is desirous of accepting said grant.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Rensselaer accept the Two Thousand Five Hundred Dollars (\$2,500.00), and

**BE IT FURTHER RESOLVED**, that the Council authorizes the following increase in the 2016-2017 Budget:

Revenue Line

L.0000.2770	Unclassified Revenue	<u>\$2500.00</u>
	<b>Total</b>	<b>\$2500.00</b>

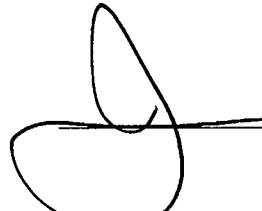
Expenditure Line

L.7410.7220	Office Equipment	<u>\$2500.00</u>
	<b>Total</b>	<b>\$2500.00</b>

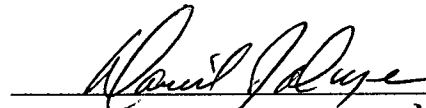
Approved as to form and sufficiency  
on October 19, 2016

JAMES VAN VORST  
DAVE GARDNER  
JOHN DEFRANCESCO  
JAMES CASEY  
RICHARD MOONEY  
MARGARET VAN DYKE  
BRIAN STALL *Absent*

	AYES	NOES
JAMES VAN VORST	✓	
DAVE GARDNER	✓	
JOHN DEFRANCESCO	✓	
JAMES CASEY	✓	
RICHARD MOONEY	✓	
MARGARET VAN DYKE	✓	
BRIAN STALL		
<b>Total</b>	0	0

  
\_\_\_\_\_  
Corporation Counsel

Approved By:

  
\_\_\_\_\_  
Mayor



### A RESOLUTION TO CHANGE POSITION NAME AND SALARY IN THE TREASURER DEPARTMENT

Sponsored by  
Aldersperson(s)

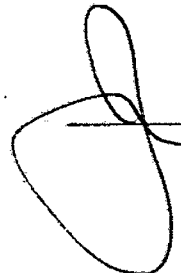
Ward 6 - Margaret Van Dyke  
Council

#3

WHEREAS, The City of Rensselaer is desirous of changing the title and compensation of the Clerk Typist.

NOW, THEREFORE BE IT RESOLVED, That the title of "Clerk Typist" be changed to "Senior Account Clerk" and the compensation be increased from \$30402.00 to \$33,845.00 for the Senior Account Clerk.

Approved as to form and sufficiency  
on October 5, 2016

  
\_\_\_\_\_  
Corporation Counsel

Approved By:

\_\_\_\_\_  
Mayor

	AYES	NOES	
JAMES VAN VORST	✓		
DAVE GARDNER	✓		
JOHN DEFRANCESCO	✓		
JAMES CASEY	✓		
RICHARD MOONEY			A
MARGARET VAN DYKE	✓		
BRIAN STALL			A
Total	5	0	



**DANIEL J. DWYER**  
MAYOR

# CITY OF RENSSELAER

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

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

**TO: NANCY HART, City Clerk**

**FROM: Daniel J. Dwyer, Mayor**

**DATE: October 13, 2016**

**RE: Resolution No. 3 of October, 5, 2016 Meeting**

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**I hereby veto Resolution No. 3, dated October 5, 2016, for the following reasons:**

- 1. There is an increase in salary without investigating whether there is proper funding for that increase. Normal practice is to first find if there is funding available and then proceed with the resolution.**
- 2. Why is a Senior Account Clerk needed? The position has been filled by a Clerk/Typist for years. There has not been a discussion on the need for a Senior Account Clerk especially on what that persons duties' will be.**

**RECEIVED**

OCT 14 2016

RENSSELAER CITY CLERK

*Daniel J. Dwyer*  
Mayor

#7

**A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE**

Sponsored by  
Aldersperson(s)

Ward 5 - Rich Mooney

2nd by: Dew Gardner

**WHEREAS**, a Project for the East Street-Partition Street to Third Avenue, City of Rensselaer, P.I.N. 1760.36 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % Federal funds and 20 % non-federal funds; and

**WHEREAS**, City of Rensselaer desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design.

**NOW, THEREFORE**, City Council duly convened does hereby

**RESOLVE**, that the City Council hereby approves the above-subject project; and it is hereby further

**RESOLVED**, that the City Council hereby authorizes the City of Rensselaer, to pay in the first instance 100% of the federal and non-federal share of the cost Design work for the Project or portions thereof; and it is further

**RESOLVED**, that the sum of \$226,000.00 has been appropriated from A Bond and made available to cover the cost of participation in the above phases of the Project; and it is further

**RESOLVED**, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of City of Rensselaer shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

**RESOLVED**, that the Mayor of the City of Rensselaer be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Rensselaer, with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so

