



MAUREEN G. NARDACCI
City Clerk

CITY OF RENSSELAER

OFFICE OF
THE CITY CLERK
CITY HALL, 505 BROADWAY
RENSSELAER, NEW YORK 12144

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

AGENDA FOR THE COMMON COUNCIL MEETING FEBRUARY 19, 2003

1. A RESOLUTION FOR THE REPEAL OF LOCAL LAWS NO. 2 AND 3.
2. A RESOLUTION SCHEDULING A PUBLIC HEARING TO ADOPT LOCAL LAW #4 OF 2003
3. A RESOLUTION SCHEDULING A PUBLIC HEARING TO ADOPT LOCAL LAW #5 OF 2003.
4. A RESOLUTION FOR THE CITY SCHOOL DISTRICT OF RENSSELAER TO ENTER INTO AN AGREEMENT WITH THE CITY OF RENSSELAER, NEW YOR.

CITY OF RENSSELAER
IN
COMMON COUNCIL MEETING
WEDNESDAY EVENING
REGULAR MEETING
FEBRUARY 19, 2003
8:00 P.M.

THE COUNCIL CONVENED AT 8:43 P.M. AND WAS CALLED TO ORDER BY
PRESIDENT BRIDGEFORD.

THE ROLL BEING CALLED THE FOLLOWING ANSWERED TO THEIR NAMES:

PRESIDENT BRIDGEFORD

ALDERPERSON:	HAHN	ALDERPERSON:	STALL
	FELTS		ROGERS
	JIGUERE		GIRGENTI
	BRIDENBECK		JACKSON
	TAGLIENTO		

ALDERPERSON BRIDENBECK MOVED THAT THE MINUTES BE ADOPTED AS
PRINTED, SUBJECT TO CORRECTIONS.

CLAIMS: HEATHER BENDER VS: THE CITY OF RENSSELAER

PETITIONS: NONE FILED.

A MOTION WAS MADE BY ALDERPERSON ROGERS TO ADJOURN AT 9:55 P.M.
SECONDED BY ALDERPERSON STALL .

VOTE TO ADJOURN:

AYES: HAHN, FELTS, JIGUERE, BRIDENBECK, TAGLIENTO, STALL, ROGERS,
GIRGENTI, JACKSON AND BRIDGEFORD.

NOES: NONE

THE PRESIDENT DECLARED THIS MOTION DULY ADOPTED.

NEXT MEETING: MARCH 5, 2003

CITY OF RENSSELAER, COMMON COUNCIL MEETING

February 19, 2002

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

Bridenebeck, Tagliento

BILLS ENCUMBERED THROUGH:	1/31/2003	2/14/2003
Bills Pd. Prior to Board Audit	-	-
General City Bills 02/03	80,619.31	13,458.93
General City Bills 01/02	-	-
Water-Paid Prior to Board Audit	-	-
Water Department Bills 02/03	11,980.64	8,346.01
Water Department Bills 01/02	-	-
Solid Waste Bills 02/03	5,591.40	75.85
Solid Waste Bills 01/02	-	-
S.W. Bills paid prior to Board Audit	-	-
Library-Bills paid Prior to Board Audit	-	-
Library-02/03	4,906.75	332.20
Library-01/02	-	-
Community Development Block Grant-	3,538.12	-
Rental Rehab Program	6,290.00	-
Home Program	3,850.00	-
Capital Projects (3rd Street 3rd Ave.)	-	-
TOTAL	106,836.22	22,212.99

PRIOR A

PRIOR F

PAYROLL DATES	1/31/2003	2/14/2003
Library Payroll-	\$1,897.78	\$1,897.78
Common Council Payroll-	\$2,514.95	\$2,515.04
General City Payroll-	\$17,673.09	\$17,370.69
Snow removal overtime	\$369.43	\$1,216.37
Planning & Development Payroll-	\$4,297.82	\$4,047.92
Fire Department Payroll-	\$17,041.47	\$17,520.77
Fire Department Overtime(inc. Kelly days)-	\$3,027.13	\$1,393.70
Fire Department Holiday Pay-	\$0.00	\$0.00
Police Department Payroll-	\$28,956.72	\$29,488.70
Police Department Overtime-	\$8,712.67	\$8,799.91
Sting Reimbursement-	\$0.00	\$0.00
DWI Reimbursement-	\$0.00	\$0.00
Seatbelt Reimbursement-	\$0.00	\$0.00
Court Reimbursement-	\$469.55	\$487.94
Traffic	\$0.00	\$0.00
Buckle Up NY Re-Imbursement	\$0.00	\$0.00
Police Dispatcher & Clerk Payroll-	\$5,064.94	\$20,259.01
Matron-	\$0.00	\$0.00
Animal Control Officer-	\$375.91	\$375.91
Crossing Guard Payroll-	\$724.53	\$724.53
Sick Leave Incentive Pay	\$0.00	\$0.00
Retirement Buyout	\$0.00	\$0.00
Police Department Holiday Pay	\$479.04	\$0.00
Public Works Administration Payroll-	\$2,796.16	\$2,796.16
Public Works Maintenance Payroll-	\$24,863.12	\$23,622.19
Public Works Overtime-	\$1,557.11	\$1,013.54
Clothing Allowance	\$0.00	\$0.00
Water Department Administration Payroll-	\$1,601.62	\$1,601.62
Water Department Maintenance Payroll-	\$5,901.62	\$5,957.75
Water Department Overtime-	\$2,029.14	\$3,313.48
Clothing Allowance	\$0.00	\$0.00
Solid Waste Administration Payroll-	\$310.69	\$310.69
Solid Waste Maintenance Payroll-	\$5,194.80	\$5,704.40
Solid Waste Overtime-	\$320.60	\$758.72
Clothing Allowance	\$0.00	\$0.00
TOTAL	\$136,179.89	\$151,176.22

New P.O. Heather Kadle

Dispatchers Retro pay

I hereby certify that the above claims were duly audited and ordered paid at a meeting of the Common Council held on this date: February 19, 2002

Maureen Nardacci
City Clerk, Maureen Nardacci

TO THE TREASURER OF THE CITY OF RENSSELAER, NY:

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

Maureen Nardacci
Mayor, Mark Pratt
City Clerk, Maureen Nardacci

Ayes: Hahn, Bridenebeck, Tagliento, Stall, Rogers, Girgenti, Jackson, Bridgeford.
Noes: Felts, Jiguere.
The President declared this motion duly adopted

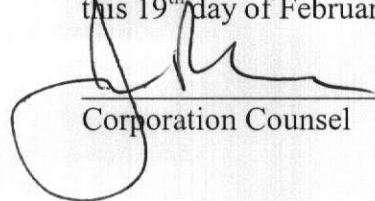
#1 By Alderperson : Girgenti

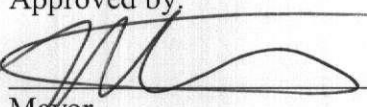
Seconded by Alderperson : Jackson

A RESOLUTION FOR THE REPEAL OF LOCAL LAWS NO. 2 AND 3

Local Laws No. 2 and 3, duly passed by a majority vote of the Common Council of the City of Rensselaer, at a regular meeting thereof held at the City Hall on January 15th, 2003, and duly enacted when not vetoed for the period of 10 days, is hereby repealed in its entirety.

Approved as to form and sufficiency
this 19th day of February 2003


Corporation Counsel

Approved by:

Mayor

Resolutionrepeallaws021903

	AYES	NOES
BONNIE WAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	10	

#2

By Alderperson : Girgenti

Seconded by Alderperson : Jackson

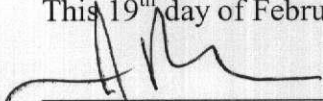
A RESOLUTION SCHEDULING A PUBLIC HEARING TO ADOPT LOCAL LAW #4 OF 2003

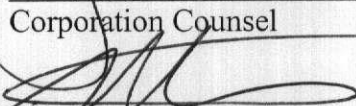
WHEREAS, the Common Council is desirous of adopting Local Law No. 4 of 2003.

NOW, THEREFORE, BE IT RESOLVED, a public hearing concerning the adoption of such law be conducted by the Common Council on Wednesday, March 5, 2003, at 7:50 p.m. in the Common Council Chambers, City Hall, City and County of Rensselaer, New York, and

BE IT FURTHER RESOLVED, that notice of such public hearing be posted in accordance with the statutory requirements in such cases made and provided.

Approved as to form and sufficiency
This 19th day of February 2003



Corporation Counsel


Mayor

Resolutionlocalaw#4_021

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	10	0

3 By Alderperson : Girgenti

Seconded by Alderperson : Jackson

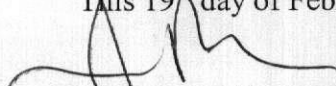
**A RESOLUTION SCHEDULING A PUBLIC HEARING TO ADOPT
LOCAL LAW #5 OF 2003**

WHEREAS, the Common Council is desirous of adopting Local Law No. 5 of 2003.

NOW, THEREFORE, BE IT RESOLVED, a public hearing concerning the adoption of such law be conducted by the Common Council on Wednesday, March 5, 2003, at 7:55 p.m. in the Common Council Chambers, City Hall, City and County of Rensselaer, New York, and

BE IT FURTHER RESOLVED, that notice of such public hearing be posted in accordance with the statutory requirements in such cases made and provided.

Approved as to form and sufficiency
This 19th day of February 2003



Corporation Counsel



Mayor

Resolutionlocalaw#5_021903

	AYES	NOES
BONNIE HAHN	✓	
ALBERTINE FELTS	✓	
BRENDA JIGUERE	✓	
LEE BRIDENBECK	✓	
DOMINCK TAGLIENTO	✓	
BRIAN STALL	✓	
SCOTT ROGERS	✓	
DEBORAH GIRGENTI	✓	
PATRICIA JACKSON	✓	
MICHAEL BRIDGEFORD	✓	
Total	10	0

Tabled

4 By Alderperson : *Nigenti*

Seconded by Alderperson : *Tagliento*

**A RESOLUTION FOR CITY SCHOOL DISTRICT
OF RENSSELAER TO ENTER INTO AN
AGREEMENT WITH THE CITY OF RENSSELAER,
NEW YORK**

THIS AGREEMENT, made the 19th day of February, Two Thousand Three, by and between the CITY SCHOOL DISTRICT OF RENSSELAER NEW YORK, hereinafter referred to as the School District, and the CITY OF RENSSELAER, NEW YORK, hereinafter referred to as the City,

WITNESSETH:

WHEREAS, the School District desires to contract with the City for use and services of certain agencies, employees and facilities of the School District, and

WHEREAS, the City desires to contract with the School District for use and services of certain agencies, employees and facilities of the School District, and

WHEREAS, the City and the School District are desirous of furnishing such use and services, hereinafter specified, each to the other, and have the power to do so, and

WHEREAS, it is the desire of the City and the School District that the cost of such use and services to the taxpayers of the City School District of Rensselaer, New York, and the City of Rensselaer, New York, be without financial profit to either the City School District or the City and such cost be at a minimum consistent with the efficient administration of the affairs of the City School District and the City.

NOW, THEREFORE, in consideration of the obligations hereinafter recited between the School District and the City, each to the other, and for other good and valuable consideration, **IT IS AGREED:**

1. PERIOD OF PAYMENT

This agreement shall commence on July 1, 2003, and shall terminate June 30, 2008, unless sooner terminated by mutual formal Agreement of the School District and the City.

2. TAXES

A). City agrees to furnish to the School District during the life of this agreement the use and services of the office of the City Treasurer and Assessor, including the Tabulating Department of the City and including the use and services of the employees, facilities and equipment thereof and to furnish the School District with a copy of the City's Assessment Roll and Tax list so that the School District can prepare its own Assessment Roll and Tax list for levying and collecting taxes for the said School District as provided by law.

B). TREASURER – The City agrees during the life of this agreement to collect the taxes of the City School District of Rensselaer, New York, which are levied on real estate within such City of Rensselaer, such collection of taxes to be made by the Treasurer of the City in accordance with law. The City Treasurer shall act as Tax Collector for the School District. The School District shall pay to the City of Rensselaer the sum of Three Thousand Nine Hundred Dollars and No Cents (\$3,900.00) annually for the services rendered to the School District Treasurer. Said amount may be paid to said employees as additional salary by the City during the term of this agreement.

The School District shall pay an additional amount of Two Thousand One Hundred Dollars and No Cents (\$2,100.00) annually to the City of Rensselaer for the services rendered to the School District by the employees of the Treasurer's Office. Said amount may be paid to said employees as additional salary by the City during the term of this agreement.

C). CITY ASSESSOR – The School District shall pay to the City of Rensselaer the sum of Eight Hundred Dollars and No Cents (\$800.00) annually for the services rendered to the School District by the Assessor. Said amount be paid to the City Assessor as additional salary by the City during the term of this agreement.

D). SUPPLIES – The School District agrees to pay to the City of Rensselaer, in addition to all the sums herein set forth, upon statements presented the actual cost of special supplies used in the performance of services provided to the School District.

3. RECREATIONAL USE OF SCHOOL PROPERTIES

A.) The School District agrees to furnish the City pursuant to Section 414 of the Education law, during the life of this agreement, for the use of the Youth Bureau of the City, certain school buildings, playgrounds and facilities.

B.) It is mutually agreed that the cost of such use has been taken into account in arriving at the agreed upon net sum hereinafter as payable by the School District to the City, provided, however, that the City shall be responsible for the payments for services of all personnel employed by said Youth Bureau in connection with its use of such school property, as in the past.

C.) Each fiscal year, during the Agreement, the School District agrees to fund a program or project jointly approved by the Youth Bureau and the School District in an amount not to exceed project jointly approved by the Youth Bureau and the School District in an amount not to exceed One Thousand Dollars and No Cents (\$1,000.00) each year.

4. CIVIL SERVICE EXAMINATIONS

A.) The School District agrees to furnish the City pursuant to Section 414 of the Education Law during the life of this Agreement, for use by the Civil Service Commission of the City for the purpose of conducting Civil Service Examinations, certain school buildings and facilities.

B.) It is mutually agreed that the cost of such use has been taken into account in arriving at the agreed upon net sum hereinafter specified as payable by the School District to the City, provided, however, that the City shall be responsible for the payments for services of all personnel employed by the Civil Service Commission in connection with its use of such school properties for such purposes, as in the past.

5. CIVIL DEFENSE

A.) The School District agrees to furnish the City, pursuant to Section 414 of the Education Law during the life of this Agreement for use by the Civil Defense Agency of the City, for meeting purposes, certain school buildings and facilities; such use shall be substantially the same as provided in the past.

B.) It is mutually agreed that cost of such has been taken in to account in arriving at the agreed upon net sum hereinafter specified as payable by the School District to the City, provided, however, that the City shall be responsible for any payments for services to all personnel employed by such Civil Defense Agency in connection with its use of such school properties for such purpose.

6. PUBLIC WORKS DEPARTMENT

A.) The City agrees to furnish to the School District, during the life of this Agreement, the use and services of the Public Works Department of the City, within the limits of its available time of personnel and facilities, it being the

intention that such use and service shall be substantially the same as provided in the past.

B). It is mutually agreed that in addition to the sum hereinafter specified as payable by the School District to the City, the School District will, upon statements rendered, pay the City for such services rendered to the School District from time to time during the term of the Agreement on the basis of the actual cost of such services as determined by the regular compensation paid by the City to their personnel of said Public Works Department performing such services for the School District.

7. NOTICE

Nothing herein contained shall preclude either the School District or the City, each at its own expense, from contracting or otherwise securing the uses and services herein specified, or other or additional uses and services, from other sources if desired, provided, however, that if either the School District or the City decides to discontinue any of the services herein agreed to be furnished by the other, written notice thereof shall be given at least thirty (30) days prior to the date of such discontinuance.

8. CONSIDERATION

In addition to the specified provisions made for payments for supplies and services, it is mutually agreed that in consideration of the uses and services herein provided for during the life of the Agreement, the School District shall pay to the City during the terms of this Agreement, the sum of Three Thousand Nine Hundred Ten Dollars and No Cents (\$3,910.00). The total cost of all provisions of this contract exclusive of supplies specified in 2(D) will be Ten Thousand Seven Hundred Ten Dollars and No Cents (\$10,710.00) per school year with Five Thousand Dollars and No Cents (\$5,000.00) due and payable on April 1 and Five Thousand Seven Hundred Ten Dollars and No Cents (\$5,710.00) due and payable on June 30 of each year.

John M. Mooney
President, Board of Education
Rensselaer City School District

Date

Mark G. Pratt, Mayor
City of Rensselaer, New York

Date

RECEIVED

FEB 10 2003

CITY CLERK

February 9, 2003

Ms. Billie-Jo Cannon
1007 Third Street
Rensselaer, New York 12144

Common Council Members
505 Broadway
Rensselaer, New York 12144

Dear Common Council Members:

My name is Billie-Jo Cannon, and I am writing this letter to you on behalf of by myself and my husband Jefferey Cannon. I wish to address several issues, one of which is ongoing and one is of a new nature.

First my husband, Jeffrey, and I wrote the Common Council regarding the property located at 43 John Street, Rensselaer. While watching the meeting on TV, I noticed that my letter was read and that Mr. Lee Bridenbeck stated he was going to personally make time and look at the said property. Since that meeting, over a month has passed and there has still been no response to my request.

Secondly, both myself and my surrounding neighbors were guaranteed **by the Mayor** that we would be well informed about any meetings and their outcome, specifically with regard to the parking situation on the street that we live, namely Third Street. This was never followed through on. Fortunately, one of our neighbors found out that the Common Council was holding a meeting on Monday February 10, 2003. This particularly upsets me due to the fact that Mr. Bridenbeck on a number of occasions has failed to report any meetings and updates on various situations, we have had to rely on second hand information, not by who we pay as taxpayers, namely Mr. Bridenbeck.

If Mr. Bridenbeck has no interest in doing the job he ran for and was voted in on, then perhaps it's time that he should step down and allow someone who is interested take over. Homeowners such as myself, have had nothing but very bad experiences with this whole Third Street project. The foundation of my home was cracked when they tore up my concrete slab. This slab was poured in front of my home less than four years ago, and until that point, I never had a problem with it. Mr. Butler informed me that it was because of the cold. Which to me was an insult to my integrity. I am enclosing pictures with this letter.

Also, when Mayor Pratt and Mr. Butler called for emergency snow removal of the city streets, Third Street should have been taken better care of. Residents of this street had to park physically in the line of traffic because they couldn't pull up next to the curb, I also have pictures of that enclosed. The excuse everytime was because the goose was broken down. Instead of spending money on things that I, as a taxpayer, consider not a priority, maybe the city should look at purchasing better equipment for our city workers so that jobs can be done properly.

Also, I am very opposed to the 24-hour alternate parking. I, as I stated earlier in this letter, own my home and, like others, have had the misfortune of living where there are multi family homes. Some of these multi-families have up to 8 or 9 cars. There have been times, when I have had to park my vehicle 3 and 4 blocks away. For this reason, I am very much interested in purchasing 43 John Street and make it a driveway. Washington Avenue, which is a much narrower street than Third, does not have a 24-hour odd/even parking ordinance - when technically it should have been imposed on that street - I feel.

Also, it has been my understanding, that making Third Street a one-way street was placed on the table. If this is done, both sides of the Street parking should be put on the table as a consideration, or abolishing the 24 hour odd/even parking on the weekends and only having it Monday through Friday.

Respectfully Submitted

Billie-Jo Cannon