

CITY OF RENSSELAER
IN
COMMON COUNCIL
WEDNESDAY EVENING
REGULAR MEETING

The Council convened at *8:10* o'clock P.M. and was called to order by Pres. Stewart

The roll being called the following answered to their names:

Alderman Fusco ✓
Mooney ✓
Grimaldi ✓
Pytell ✓

Pres. Stewart ✓

Alderman Nardacci ✓
Palkowski ✓
Jeffries ✓
Groark ✓
Jackson ✓

Alderman *Mooney* moved that the minutes be adopted as printed subject to correction.

COMMUNICATIONS FROM THE MAYOR
HEADS OF THE DEPARTMENTS, AND CITY OFFICIALS

The Clerk reports that the Mayor had approved of all resolutions passed at the last meeting.

TREASURER'S REPORT

PRESENTATION OF ACCOUNTS

Alderman *Mooney* moved that all bills be referred to the Auditing Committee. All bills be allowed and ordered paid.

PRESENTATION OF PETITIONS AND ACCOUNTS

RESOLUTIONS

REPORT OF COMMITTEE

Alderman *Grimaldi* moved to adjourn, seconded by Alderman *Nardacci*.

Stc
MICHAEL FUSCO
JOHN MOONEY
JOSEPH GRIMALDI
ANDREW PYTELL

AYES	NOES
✓	
✓	
✓	
✓	

WEDNESDAY EVENING

OCT 4 1978

Alderman *Mooney* moved that all bills ~~and payments~~ be referred to the Auditing Committee. The City Clerk reports that the City Bills, Water Department Bills, ~~Water Maintenance Payment and Highway Payment~~ amounted to:

City Bills \$ 16,408.72
Water Department Bills \$ 1107.37
~~Water Maintenance Payment \$~~
~~Highway Payment \$~~

Alderman *Mooney* moved seconded by Alderman *Pytell* that all bills ~~and payments~~ be allowed and ordered paid.

	AYES	NOES
MICHAEL FUSCO	✓	
JOHN MOONEY	✓	
JOSEPH GRIMALDI	✓	
ANDREW PYTELL	✓	
FRED NARDACCI	✓	
MICHAEL FALKOWSKI	✓	
LESTER JEFFRIES	✓	
JAMES GROARK	✓	
PATRICIA JACKSON		
TOTAL		



CITY OF RENSSELAER

OFFICE OF

CITY TREASURER

RENSSELAER, N. Y.

JOHN J. DWYER
CITY TREASURER

October 4, 1978

President and Members of the Common Council:

I am in receipt of a letter from the Penn Central Railroad regarding the taxes due the City from 1970 to 1975. The Penn Central disagrees with the amount of our calculations and list the reasons for their disagreement.

I sent a letter to the Penn Central indicating that \$190,015.47 was due the City for outstanding City Taxes for the years mentioned above. The Railroad contends that they object to the advertising fees and a portion of the 1975 Tax. The Penn Central stated that they were responsible for the 1975 City Tax from the period August 1, 1975 to March 31, 1976. The portion from April 1976 to July 1976 should be billed to Conrail since they became owner of the property on April 1, 1976. I called Conrail and talked to a Mr. Gross and he stated that Conrail would pay the balance due on the 1975 City Tax from April to July 1976.

Since Conrail is responsible for a portion of the 1975 City Tax I have revised the amount due from Penn Central. The advertising has been deducted in the amount of \$96.00 since the property could not be sold and should be deducted from the amount due. The Penn Central and our revised amount agree at the present time in the amount that is due the City. The new amount calculated by the City and Penn Central is now \$180,550.02. This amount was arrived at by reducing the 1975 City tax by one third, eliminating the advertising and revising the interest due.

I talked to Mr. Keving Snow, Tax Department, Penn Central in Philadelphia today and he stated that if the City agrees to the amount of \$180,550.02 that we should notify them and they in turn will notify Penn Central in New York City to send release forms to the City for signature. Approximately two weeks after we send the proper forms to them, Penn Central will send the City a check in the sum of 26.4% plus accrued interest on our monies withheld from January 1978 to the date of agreement. The balance will be issued in long term notes over a period of years. We would then bill Conrail for the balance of the amount due for the 1975 City Tax.

Our office is in full agreement with the amount now due by Penn Central and would want the Council to express their agreement or disagreement with the plan.

Very truly yours,

John J. Dwyer
Treasurer

James J. Filad
(O.H.)

NOTICE TO BIDDERS

Please take notice that I, Harry Beaudin, Jr., will receive sealed bids at my office at 505 Broadway Rensselaer, New York, until 8:00 P.M. on the ~~14th~~ ^{4th} day of ~~September~~ ^{October} 1978 for the removal and trimming of approximately 90 trees located on public property throughout the City of Rensselaer. Bid forms and specifications may be obtained from the office of the Department of Public Works in Rensselaer City Hall. Bids are to be accompanied by a bid bond in an amount equal to 5% of the total amount bid. The Common Council reserves the right to accept or reject any or all bids.

Harry Beaudin, Jr.
City Clerk

TR - ~~14~~ ²⁷ Sept. : ~~14~~ ² October

Please Publish

Money Nardocci Fusco
Comm
Sent out to TR + TO
9/22/78

BY ALDERMAN Mooney

RESOLVED that upon the recommendation of the Corporation Counsel the claim of Fredericka Loftus in the sum of \$42.40 for damages to cellar and heating equipment caused by water back-up in the cellar at 89 Third Avenue, City of Rensselaer be and the same is hereby approved, and

BE IT FURTHER RESOLVED that the Treasurer be and he hereby is authorized and directed to pay the sum of \$42.40 to Fredericka Loftus upon execution of a general release to the City of Rensselaer.

Approved as to form and sufficiency

this 4th day of October, 1978

Richard J. Kelly
CORPORATION COUNSEL

2nd Pytell

	AYES	NOES
<u>Stewart</u>	✓	
MICHAEL FUSCO	✓	
JOHN MOONEY	✓	
JOSEPH GRIMALDI	✓	
ANDREW PYTELL	✓	
FRED NARDACCI	✓	
MICHAEL FALKOWSKI	✓	
LESTER JEFFRIES		
JAMES GROARK	✓	
PATRICIA JACKSON	✓	
TOTAL		

125
Fusco.

AN ORDINANCE PRESCRIBING REGULATIONS RELATIVE TO PARKING OF VEHICLES ON CERTAIN PUBLIC STREETS AND HIGHWAYS, PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HERewith

The City of Rensselaer in Common Council convened does ordain as follows:

SECTION 1. On and after the effective date of this ordinance it shall be unlawful to park any motor or other vehicle on the following streets in the City of Rensselaer at any time:

1. Broadway, on the west side thereof from the point of intersection of the northwest corner of Broadway and Second Avenue and running thence northerly a distance of 30 feet.

SECTION 2. The provisions of this ordinance shall not be construed as prohibiting the City of Rensselaer from providing space for bus stops, or other matters of a similar nature on said street.

SECTION 3. Any person, firm, corporation, association or organizations, whether as principal or agent, violating or assisting in the violation of any of the provisions of this ordinance, shall be guilty of a traffic infraction and upon conviction thereof, be sentenced to pay a fine not exceeding Twenty-five Dollars (\$25.00) and in default of the payment of such fine, shall be imprisoned for a period not exceeding five days.

SECTION 4. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 5. This ordinance shall take effect immediately upon completion of publication thereof pursuant to the provisions of the City Charter.

2nd
2nd by Grimaldi
Stewart
MICHAEL FUSCO
JOHN MOONEY
JOSEPH GRIMALDI
ANDREW PYTELL
FRED NARDACCI
MICHAEL FALKOWSKI
LESTER JEFFRIES
JAMES GROARK
PATRICIA JACKSON
TOTAL

	AYES	NOES
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		

Approved as to form and sufficiency

this 4th day of October, 1978

Richard J. Kelly
CORPORATION COUNSEL

126
RESOLUTION/4 OCTOBER 1978

MOTION BY: Mooney
SECOND BY: Fusco

WHEREAS, the Common Council regards an improved transportation system within the Rensselaer-East Greenbush Port and industrial area to be a priority concern of the City;

WHEREAS, upon direction of the Mayor, the Director of Planning and Development has prepared a prospectus on this subject, said prospectus being made a part hereof; and

WHEREAS, said prospectus includes recommendation of specific transportation improvements to be undertaken in cooperation with the Capital District Transportation Committee and the New York State Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the Common Council accepts said prospectus and endorses the recommendations made therein;

FURTHER BE IT RESOLVED that the Common Council urges the Mayor and the Director of Planning and Development to work closely with the Capital District Transportation Committee and New York State Department of Transportation in achieving the earliest possible implementation thereof; and

FURTHER BE IT RESOLVED that the above-named individuals and agencies shall receive a copy of this resolution.

Approved as to form and sufficiency
Richard Reilly Oct 4 1978
Richard Reilly, Corp. Counsel Date

MICHAEL FUSCO
JOHN MOONEY
JOSEPH GRIMALDI
ANDREW PYTELL
FRED NARDACCI
MICHAEL FALKOWSKI
LESTER JEFFRIES
JAMES GROARK
PATRICIA JACKSON
TOTAL

AYES	NOES
✓	
✓	
✓	
✓	
✓	
✓	
✓	
✓	
✓	

MEMORANDUM:

TO: PRESIDENT STEWART, MEMBERS OF THE COMMON COUNCIL

FROM: ART BROD *AB*

DATE: 3 OCTOBER 1978

Upon request of the Mayor, I have prepared the attached prospectus and resolution for the Common Council's consideration on 4 October 1978.

By taking a positive stand at this time on this issue, the Common Council will be in a stronger position to both neutralize the sort of criticism the City has been subjected to recently and to direct a consensus City viewpoint to DOT regarding necessary and achievable improvements.

cc: Richard Reilly
✓ Harry Beaudin

BY ALDERMAN FUSCO

RESOLVED that fifteen (15) mile per hour school zones be established on Broadway within two hundred (200) feet of the First Presbyterian Church on Broadway in the City of Rensselaer, and

BE IT FURTHER RESOLVED that the Commissioner of Public Works be and he hereby is authorized to install the necessary signs designating that part of Broadway in the City of Rensselaer as a School Zone, 15 mile per hour limit.

APPROVED AS TO FORM AND SUFFICIENCY THIS 4th DAY OF OCTOBER, 1978.



CORPORATION COUNSEL



MICHAEL FUSCO
JOHN MOONEY
JOSEPH GRIMALDI
ANDREW PYTELL
FRED NARDACCI
MICHAEL FALKOWSKI
LESTER JEFFRIES
JAMES GROARK
PATRICIA JACKSON
TOTAL

AYES	NOES
✓	
✓	
✓	
✓	
✓	
✓	
✓	
✓	
✓	

129
BY ALDERMAN Groark

WHEREAS, the roof at the Philip V.B. King Memorial Hall on Fifth Street has begun to leak, and

WHEREAS, this condition, if not corrected as soon as possible could result in more extensive and costly repairs to said building, and

WHEREAS, it is in the best interest of the City of Rensselaer to declare said work an emergency and to waive the requirement for public bidding, and

WHEREAS, the Mayor has caused to obtain two (2) estimates for the repair of said roof in the following amounts:

Skyway Roofing of Troy, Inc.	\$ 3,286.00
B & A Roofing, Rensselaer, New York	3,100.00

NOW THEREFORE, BE IT RESOLVED that this work is determined to be an emergency and the Mayor is authorized and directed to enter into contract with B & A Roofing for repairs to Philip V. B. King Hall at 1717 Fifth Street for the sum of \$3,100.00.

APPROVED AS TO FORM AND SUFFICIENCY THIS 4th DAY OF OCTOBER, 1978.

2nd by Nardacci

Richard A. Neely
CORPORATION COUNSEL

<i>Stewart</i>	AYES	NOES
MICHAEL FUSCO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
JOHN MOONEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
JOSEPH GRIMALDI	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ANDREW PYTELL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FRED NARDACCI	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MICHAEL FALKOWSKI	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LESTER JEFFRIES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
JAMES GROARK	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PATRICIA JACKSON	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TOTAL		

CONTRACT

B & A ROOFING
1468 Broadway
Renss., N.Y.
462-1921
436-4274

Date September 28, 1978

I, we, hereby accept your proposal to furnish all labor and material necessary on the premises of the Owner City of located at Chemical Hose 1717 5th St. Street in the City of Rensselaer N. Y. Renss

1. Remove all paper from roof. Retighten any loose boards. Replace any bad boards. All debris to be removed from premises daily. No interference on the comings and goings from the Firehouse will be made during the course of work. Work will proceed in a safe manner.
2. Apply #43 base felt, using cant strip across roof next to brick wall. Then apply in three ply hot built up using #15 finishing felt.
3. Flash in firewall and parapet walls with a plastic cement. Also flash in with membrane. Seal around all vents and fans. Metal edging to be used on eaves of roof. Also one side of roof where open. Metal will be stripped in with two layers of membrane and flashing.
4. Main roof over firehouse is not included.
5. Workmanship and materials furnished by company are guaranteed for 10 yrs.

* Workman's compensation and public liability are carried on all work -

The undersigned property owner agrees to pay for said work the sum of \$ \$3,100.00 GLA 45336-74

payable as follows: \$ \$3,100.00 ~~XXXXXXXXXXXXXXXXXXXX~~ upon completion of said work in full, ~~XXX~~
~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXX~~ upon ~~XXXXXX~~ completion.

The undersigned property owner further agrees, that, if this contract is cancelled by him or them for any reason whatsoever, to pay to the contractor a sum of money equal to _____ per cent of the contract price herein agreed to be paid, as fixed, liquidated and ascertained damages without proof of loss or damage.

This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing, signed by both parties, and this contract shall not become effective unless and until same has been accepted, in writing.

IN WITNESS WHEREOF the undersigned have hereunto subscribed their names the day and year first above written.

Accepted By _____

Will Belanger (L. S.)
Will Belanger
Bruce Adams (L. S.)
Bruce Adams

AGREEMENT BETWEEN OWNER AND CONTRACTOR
 LOUIS COLANGIONE'S

SKYVIEW DRIVE, TROY, N.Y. 12181
 Phone: (518) 279-1126

SKYWAY Roofing OF TROY, Inc.

Contract No. _____

Owner: City of Rensselaer, New York
 City Hall
 Address: Rensselaer, New York 12144
 Att: Mr. Edward Ratcliffe
 Phone: _____

Job Name: Chemical Pumper No. 4 Firehouse
 Address: 1717 Fifth Street
 Rensselaer, New York

Date: September 19, 1978

DESCRIPTION OF WORK:

With reference to the survey made of your: Existing 80' X 22½' & 20' X 27' Low Roof Areas at above
 The Contractor agrees to perform Work as shown on the face and reverse side of this Contract as follows: Firehouse,

1. Tear-off existing built-up roofing down to roof deck. Cart this and other debris arising from the work away from premises daily. Do not obstruct ingress-egress from Firehouse Building at any time during course of the Work. Maintain premises in a safe and orderly manner during the Work.
2. Resecure loose decking as needed prior to applying new work.
3. Apply new Built-Up Roof System consisting of a red rosin sheet laid dry over which a #43 coated base sheet is to be laid dry and capped and nailed per roofing manufacturers recommendations. Then apply fiberboard cant strips along base of walls so that #43 coated felts can be run up to top of cants. Apply three layers of #15 perforated asphalt-asbestos finishing felts into hot asphalt, extending the finishing felts to top of cants. Use pitch dams along eaves edges to prevent bleeding of bitumen.
4. Install new Celotex AB-20 Reinforced Asbestos 20 year bondable Built-Up Base Flashings along parapet walls and building walls. Nail off the top edges of new base flashings with masonry cap nails and strip off as necessary.
5. Apply Koppers KMM Aluminum Clad heat-fusion 6" wide counterflashing between juncture of upper edge of new built-up flashings and masonry walls.
6. Fabricate and install new .032" mill-finish aluminum metal edging along eaves edges of both roofs. Set flanges onto new roofing into a bed of plastic cement. Apply new integral coverplates at all butt joints into a bead of silicone sealant. Apply two plies of #15 asbestos stripping felt into a plastic cement layer.
7. Reset existing vents onto new roofing and strip off flanges with two plies stripping felt and mastic.
8. Fabricate and install new 16 oz. C.R. copper vent pipe sleeves and flash onto new roofing.
9. Mop off new roofing with same hot asphalt bitumen upon completion of above Work. High main roof over Firehouse is not included.

Price: THREE THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS (\$3,286.00)

* TERMS: NET CASH WITHIN 10 DAYS FROM DATE OF ALL INVOICES OR DATE OF COMPLETION.

* The Company agrees to furnish labor and material to complete the work order above for the amount specified herein, and in accordance with and subject to the guarantee and terms and conditions printed on the reverse side and which are hereby made a part of this agreement.

* Workmen's Compensation and Public Liability Insurance are carried on all work by the Company.

* Workmanship and materials furnished by the Company only are fully guaranteed against leaks due to defects for FIVE years from date of completion, said guarantee subject to terms and conditions on reverse side of this agreement.

Value of Capital Improvements:	\$ 3,286.00
Value of Work Subject to Sales Tax:	EXEMPT OWNER
Add _____ % for Sales Tax:	_____
Total Contract Price:	\$ 3,286.00
Less Deposit received on Contract:	_____
Balance Payable upon Completion:	\$ _____

Customer Acceptance:

Owner: CITY OF RENSSELAER

By: _____

Date: _____

Louis Colangione's SKYWAY ROOFING of Troy, INC.

By Louis R. Colangione
 Louis R. Colangione, Vice-President

TERMS AND CONDITIONS OF THE CONTRACT AGREEMENT

(1) The above signed property owner agrees, that, if this contract is cancelled by him or them for any reason whatsoever, to pay to the Company a sum of money equal to twenty-two per cent (22%) of the contract price herein agreed to be paid, as fixed, liquidated and ascertained damages without proof of loss or damage.

(2) Guarantee: Any leaks occurring in the work during the Guarantee period set forth on the front page of this agreement due to defective workmanship or materials furnished by the Company will be repaired by the company at no charge to the Owner provided that the Owner did not default in the payment obligations under the Contract to the Company. Leaks caused by negligence of the Owner or Others, or by Acts of God, or by any occurrences beyond the reasonable control of the Company are excluded from coverage under this guarantee. Those occurrences resulting in losses for which the Owner is reimbursed by his insurance carrier(s) are automatically excluded from coverage by this guarantee.

(3) This agreement is not valid until accepted by the Company at its office at Skyview Drive, Troy, New York.

(4) Contracts extending more than one month will be billed at the end of each month for partial payment. Partial payments will be for 95% of the reasonable value, as estimated by the Company, of labor performed and of material installed or delivered to the job. Final invoice will include the 5% reserve. Payment Terms are Net cash within 10 days from date of all invoice billings, whether Final or Progress Billings. Any past due balance subjects the Owner to cancellation of Guarantee Coverage at the sole discretion of the Company, and will automatically become subject to a Finance Charge of 1 1/2% per month on the first \$500.00 (or 18% per year) and 1% per month on the amount past due that exceeds \$500.00 (12% per year).

(5) All orders are accepted and contracts closed subject to delays from causes beyond the control of the Company. Accordingly, fulfillment of this contract is strictly contingent upon strikes, fires, ability to obtain materials, or other conditions beyond the control of the Company.

(6) The Company shall not be liable for any damage to the interior of the building or contents.

(7) All expense devolving upon the Company because of material changes authorized by the customer(s) shall be paid to the Company in final settlement, in addition to the amount of the proposal named herein.

(8) If the property owners default on any payments due hereunder or any other terms or conditions or in the event that the property owner makes an assignment for the benefit of creditors or files a petition in bankruptcy or for an arrangement or in the event that any action is started involving the title to the premises then the company may cease all work under this contract and shall be entitled to receive from the property owner the value of all work performed and materials furnished hereunder plus 25% as liquidated damages minus any payments made hereunder. In no event, however, shall the amount due exceed the full contract price (which shall include extras authorized by owner) plus 15% attorney's fees if turned over to an attorney.

(9) It is agreed that this contract constitutes the entire understanding of the parties, all essential facts being contained in this proposal, and that no other understanding, collateral, verbal agreements with our representatives, or otherwise, shall be binding unless in writing, signed by both parties.

(10) This agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

R E S O L U T I O N

By Alderman Groark

RESOLVED, that Kenneth Ryder be and he here-
by is authorized under the direction and supervision of the Department of
Public Works to lower so much of the curb at 1648 Third Street
as may be necessary for driveway purposes.

This is a permit only revocable at the will of the Common Council.

Dated: October 3, 19 78

Approved as to form and sufficiency
Richard Neely
Corporation Counsel

Ind - Nardacci

	AYES	NOES
<i>Stewart</i>	<input checked="" type="checkbox"/>	
MICHAEL FUSCO	<input checked="" type="checkbox"/>	
JOHN MOONEY	<input checked="" type="checkbox"/>	
JOSEPH GRIMALDI	<input checked="" type="checkbox"/>	
ANDREW PYTELL	<input checked="" type="checkbox"/>	
FRED NARDACCI	<input checked="" type="checkbox"/>	
MICHAEL FALKOWSKI	<input checked="" type="checkbox"/>	
LESTER JEFFRIES		
JAMES GROARK	<input checked="" type="checkbox"/>	
PATRICIA JACKSON	<input checked="" type="checkbox"/>	
TOTAL		

AN ORDINANCE PRESCRIBING REGULATIONS RELATIVE
TO PARKING OF VEHICLES ON CERTAIN PUBLIC STREETS AND
HIGHWAYS, PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF
AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES
INCONSISTENT HEREWITH

The City of Rensselaer in Common Council convened does ordain
as follows:

SECTION 1. On and after the effective date of this ordinance
it shall be unlawful to park any motor or other vehicle on the following
streets in the City of Rensselaer at any time:

1. Broadway, on the west side thereof from the point of
intersection of the northwest corner of Broadway and Second Avenue and
running thence northerly a distance of 30 feet.

SECTION 2. The provisions of this ordinance shall not be
construed as prohibiting the City of Rensselaer from providing space for
bus stops, or other matters of a similar nature on said street.

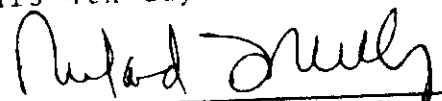
SECTION 3. Any person, firm, corporation, association or
organizations, whether as principal or agent, violating or assisting in
the violation of any of the provisions of this ordinance, shall be guilty
of a traffic infraction and upon conviction thereof, be sentenced to pay
a fine not exceeding Twenty-five Dollars (\$25.00) and in default of the
payment of such fine, shall be imprisoned for a period not exceeding
five days.

SECTION 4. All ordinances or parts of ordinances inconsistent
with the provisions of this ordinance are hereby repealed.

SECTION 5. This ordinance shall take effect immediately upon
completion of publication thereof pursuant to the provisions of the
City Charter.

Approved as to form and sufficient

this 4th day of October, 1978



CORPORATION COUNSEL