

The vote accepted as laid down on
 Tom Hart having public hearing excepting
 or closing street.

another ~~Amber 51 Elm St~~
~~Hoogkamp 51 Elm St~~ Lower Amber
 Job Brown 51 Elm

Pratt Hoogkamp
 adjourn

	AYES	NOES
W. MARDT	✓	
L. FEDIGAN	✓	
W. HOOBKAMP	✓	
J. DISTELL	✓	
S. BUONO	✓	
J. MC GOWAN		
D. BOYD	✓	
J. R. HIGGINS		
W. REIMANN	✓	
W. PRATT		
TOTAL		

	AYES	NOES
W. MARDT	✓	
L. FEDIGAN	✓	
W. HOOBKAMP	✓	
J. DISTELL	✓	
S. BUONO	✓	
J. MC GOWAN		
D. BOYD	✓	
J. R. HIGGINS		
W. REIMANN	✓	
W. PRATT		
TOTAL		

also take capi
 Broadway plus Bus
 5th Ave police
 notify all the Park
 Bus top

a claim against the City was presented by
 Willie Adams of 1912 8th St Philadelphia
 for \$5000.00 for injuries such as broken arm
 and bruise same occurring on curb street
 between 8th - 9th streets by a hole in same
 street. Pratt moved that the same be referred
 to the Corp Council and Law Committee.

Eastland Park Improvement Association Inc.

Rensselaer, New York

May 25, 1951

TO: The Mayor of the City of Rensselaer;
The President of the Common Council of the City
of Rensselaer; and
The Aldermen of the City of Rensselaer:

Gentlemen:

We enclose herewith copy of a unanimous resolution proposed by Eastland Park Improvement Association, Inc.

We intend to hold a Special Meeting of the Association within ten days and we request that an answer to this letter be mailed to the undersigned within that period so that it may be reported back to the membership at the Special Meeting.

We would appreciate your giving the enclosed resolution your most immediate attention.

Very truly yours,

JOHN BURKMAN, President

John Burkman

WILLIAM DANISH, Vice President.

William Danish

WHEREAS, the Vice President of EASTLAND PARK IMPROVEMENT ASSOCIATION, INC. has been notified that the City of Rensselaer intends to open a City Dump adjacent to Highland Avenue in Eastland Park, and

WHEREAS, the City of Rensselaer has indicated that it intends to create a road leading to said dump on Lot #8, Block A, Highland Avenue, and

WHEREAS, the prevailing winds from the Hudson River carry from the location of the proposed dump across Highland Avenue and all of Eastland Park, and

WHEREAS, the movement and passage of dump trucks through Eastland Park will create a traffic hazard in the streets of Eastland Park, and

WHEREAS, the creation and operation of such a dump will create a noxious atmospheric condition in Eastland Park, and

WHEREAS, a serious health menace will result from such action, and

WHEREAS, the value of the residential property in Eastland Park will be seriously depreciated,

NOW, THEREFORE, at a regular meeting of Eastland Park Improvement Association, Inc. held on May 24, 1951 it was unanimously

RESOLVED that the City of Rensselaer do not create a dump in or adjacent to Eastland Park and it is further

RESOLVED that a right of way to such dump be not created in Eastland Park, and it is further

RESOLVED that a copy of this resolution be delivered to the Mayor of the City of Rensselaer, the President of the Common Council and every alderman of the City of Rensselaer.

Print record file

In the Matter of the Claim

of

NELLIE M. ADAMS

against

THE CITY OF RENSSELAER

To: The Hon. Thomas S.H. Clark
Mayor of Rensselaer

Hon. James S. Millea
Corp. Counsel of Rensselaer

Hon. Common Council - Board of Alderman
of City of Rensselaer, N.Y.
City Hall,
Rensselaer, N.Y.

PLEASE TAKE NOTICE, the undersigned, Nellie M. Adams, residing at and with a post office address of 1912-8th St., Rensselaer, N.Y., claims damages against the City of Rensselaer, N.Y. in the sum of \$5,000.00 for personal injuries sustained by Nellie M. Adams, loss of earnings, medical expenses, X-Rays, nursing expenses and pain and suffering, all sustained by Nellie M. Adams and resulting from injuries sustained by Nellie M. Adams March 1, 1951 at about 4 o'clock in the afternoon of such day while she was walking ~~from~~ in the roadway and street of Ash St. from 8th St. to 9th St. in the City of Rensselaer, and at a point at about halfway between 8th and 9th Strs., said Nellie M. Adams was injured and sustained broken left arm and other injuries by slipping, tripping, and falling on snow and ice, and falling in a large hole of more than 6 in. in depth and of more than 2 1/2 inc. in diameter then and there coexisting in said Ash St. and which was then and there covered with snow and filled with snow, leveled with the rest of the roadway, thus forming a trap for users of the roadway and obscuring the fact that the hole in said roadway existed at such place and point; that there was and is provided no sidewalks on Ash St. at the said time and place for pedestrians to use for traversing between 8th and 9th Strs., and the said pedestrians must of necessity use the roadway, to go from 8th and 9th Strs. on Ash St, and in support thereof states as follows:-

The injuries were sustained and the accident was caused without negligence on the part of the claimant and solely as the result of the negligence of the City of Rensselaer;-

1) In that it permitted the dangerous condition and nuisance to exist in the maintenance, operation and control of the roadbed of Ash St. between 8th and 9th Strs. and permitted such dangerous condition to exist for a long period of time.

2) In that for a long period of time the said hole existed and was permitted to exist by the City and the said City failed to repair and failed to erect barricades or other means to warn users of the roadbed of the existence of said hole, and permitted the said hole to exist, to become covered and filled with snow and thus form a trap for the users of the said roadway.

3) That said hole had existed for a long time prior to the instant accident and the City through its officials had knowledge of the unsafe and dangerous condition then and there existing, and failed to take any steps to either remedy the situation or to prevent the occurrence of any accident.

4) That the said hole and dangerous condition had existed for so long a period of time that the City and its proper officials in the exercise of reasonable care and diligence should have discovered the condition and the hole and remedied the same, or protected or barricaded the said hole, provided a place for pedestrians to traverse safely from 8th to 9th Strs. over Ash St.; and should have caused condition to be abated before the occurrence of the accident herein-

WALTER H. KEENHOLTS
ATTORNEY AT LAW
23 D. & H. BLDG. PLAZA
ALBANY 7. N. Y.

before referred to, but the said City and its officials failed to do so and in fact failed to do anything in respect to the said hole, its existence, the danger to the public, and the users of the said roadbed.

5) As far as ascertainable at the present time, there were no witnesses to said accident other than the claimant.

Claimant, Nellie M. Adams, was injured by walking over said roadbed, by slipping, tripping, falling in said hole at that time and place covered with snow, which hole and which snow had existed a long time prior thereto, all to the knowledge of the City and its officials and its employees.

The Claimant by reason of the aforesaid was made sick, sore, lame and disabled, sustained numerous serious injuries, consisting, among other things, left arm broken in two places, numerous bruises and contusions and abrasions of various parts of her body, injuries to her back and the muscles of her body, various organs, the nervous system, severe shock, that she suffers a limitation of movement of her left arm and shoulder and has sustained many other injuries and ill effects not ascertainable at this time and upon information and as she verily believes some of her injuries, or all of them, will be of a permanent nature, and that she will continue to suffer many ill effects therefrom.

The undersigned, Nellie M. Adams, claims damage against the City of Rensselaer, N.Y. in the sum of \$5,000.00 for personal injuries, pain and suffering, loss of earnings, doctor and nursing expenses, X-Rays and other medical disbursements for the cure and alleviation of her hurts and injuries and the effects therefrom.

PLEASE TAKE FURTHER NOTICE, the undersigned, Nellie M. Adams, hereby presents her claim for \$5,000.00 for adjustment and payment and notify you that unless same is adjusted and paid within 90 days from the date of its presentation to you, it is the intention of the undersigned to commence an action thereon therefor in the proper Court of the State of New York against the City of Rensselaer et al and to recover above sum together with the cost and disbursements of said action.

My attorney is Walter H. Keenholts, O.&P.O. address, #23 Plaza (D.&H. Bldg.) Albany 7, N.Y.

Dated: Rensselaer, N.Y.
May 29, 1951

Nellie M. Adams L.S.
Nellie M. Adams

STATE OF NEW YORK
CITY OF RENSSELAER
COUNTY OF RENSSELAER

NELLIE M. ADAMS being duly sworn, deposes and says: That she is the Claimant in the above entitled claim, that she had read the foregoing claim and knows the contents thereof and that the same is true of her own knowledge except as to matters therein stated to be alleged upon information and belief and as to those matters she believes it to be true.

Nellie M. Adams

Sworn to before me this
29th day of May 1951.

Sara E. Almy
NOTARY PUBLIC, Rensselaer COUNTY
CERTIFICATE FILED, Albany COUNTY
COMMENCED SERVICE MARCH 20 1953

WALTER H. KEENHOLTS
ATTORNEY AT LAW
23 D. & H. BLDG. PLAZA
ALBANY 7, N. Y.

Bills to be audited June 6, 1951

123 Charles Stewart	Stamps	2.00
124 Elbert Phillips	Expense	7.50
125 H. J. Lewis Upholstering	Re-Upholst. Fire Truck seat	42.00
126 Peter J. Conlin	Stamps	38.00
127 George Rice	Garage Rent	30.00
128 Tompkins Garage	Storage on cycles	60.00
129 Niagara Mohawk	Service	2756.10
130 Morgan Linen	Linens	68.85
131 Edward Dwyer	Insurance	75.22
132 New York Telephone Co	Service	95.51
133 A. E. Riley	Supplies	308.05
134 Peter McCabe, Inc.	Supplies	24.18
135 Abalene Pest Control Service, Inc.	Service	10.00
136 G. A. March & Son	Supplies	3.75
137 W. H. Smith Paper Corp.	Supplies	17.95
138 Socony Vacuum Oil Co	Supplies	86.84
139 Fort Orange Extinguisher Service	Service	96.00
140 Sunset Auto Electric Co.	Service	121.22
141 W. Yates Lansing, Inc.	Supplies	68.64
142 Leland Turner	Expense (Civil Defense)	12.00
143 Stephen J. Lockman	Supplies	110.00
144 L. Van Dyk Hardware	Supplies	11.30
145 Louis Van Dyk Hardware	Supplies	192.92

BILLS TO BE PRESENTED June 6, 1951

146	Troy Business Machines		
147	New York Telephone Co.	Service	9.00
148	Thomas J. Delaney	Service	192.78
149	Rensselaer Window Cleaning Co.	Acting Judge	20.00
150	Richason Oil Service	Service	100.00
151	Myrtle McGowan	Oil	195.20
152	Niagara Mohawk Power Corp.	Service	30.00
153	Frank J. Deacy	Service	173.20
154	Joseph F. Feily	Milage	74.35
155	Rensselaer Water Co.	Expenses	15.15
156	Elbert Phillips	Service	1051.79
157	Parsons, Brinckerhoff, Hall & MacDonald	Service	6.50
158	Fred Warden	Service	750.00
159	Albany -Rensselaer Paint & Glass Co	Care of Ambulance	5.00
160	Austin E. Riley	Supplies	21.13
161	Wm. A. Bonacker	Supplies	180.19
162	Airway Motors Inc.	Ice	6.20
163	Socony Vacuum Oil Co.	Service	12.00
164	Commercial Supply & Equipment Co	Gas	100.20
165	Burns Pharmacy	Char s	87.60
166	Justin A. McCarthy Co	Supplies	8.00
167	Kee Lox Manufacturing Co	Supplies	16.00
168	Louis Van Dyk Hardware	Supplies	11.23
169	The Callanan Road Improvement Co.	Supplies	164.67
170	The Callanan Road Improvement Co.	Service	30.48
171	The Callanan Road Improvement Co.	Service	36.00
172	The Callanan Road Improvement Co.	Service	70.44
173	The Callanan Road Improvement Co.	Service	11.21
174	Elgin Sweeper Company	Service	23.00
175	Ward LaFrance Truck Corp.	Supplies	37.86
176	Henzel Electric Co.	Supplies	2.67
177	Johnny Evers Co. Inc	Supplies	37.70
178	Matthew Maloney	Baseball Supplies	36.00
179	Johnson Press	Oil	6.10
180	Johnson Press	Supplies	434.00
		Supplies	361.00

XX

#43

BY ALDERMAN ~~REIMANN~~: *Pratt*

RESOLVED, that the claim of Nellie Adams ~~of Nellie Adams~~ of 1912 Eighth Street, Rensselaer, New York in the amount of \$5,000.00 arising out of an alleged fall on Ash Street, on the 1st day of March, 1951, be and the same hereby is rejected on the ground and for the reason that said claim was not filed or served within the period prescribed by Section 50-e of the General Municipal Law.

Dated:

Approved as to form and sufficiency
this 6th day of June, 1951.

CORPORATION COUNSEL

	AYES	NOES
W. HART	<input checked="" type="checkbox"/>	
L. FEDIGAN	<input checked="" type="checkbox"/>	
W. HOOGBAMP	<input checked="" type="checkbox"/>	
J. DISTELL	<input checked="" type="checkbox"/>	
S. BUONO	<input checked="" type="checkbox"/>	
J. MC GOWAN		<input checked="" type="checkbox"/>
D. BOYD	<input checked="" type="checkbox"/>	
J. R. HIGGINS		<input checked="" type="checkbox"/>
W. REIMANN		<input checked="" type="checkbox"/>
W. PRATT	<input checked="" type="checkbox"/>	
TOTAL		

44

By Alderman Hoogkamp.

RESOLVED. that Austin Hoogkamp residing at 37 Elm Street, and John Bowers residing at 51 Elm Street, be and they hereby are granted permission to lower the curb as is necessary for drive way purposes, same is a permit only and is revocable at any time by the Common Council of the City of Rensselaer same to be lowered under the supervision of the City Engineer.

Dated June 6. 1951

*Copy to both parties
and city eng.*

	AYES	NOES
W. WARDT	✓	
L. FEDIGAN	✓	
W. HOOBKAMP	✓	
J. DISTELL	✓	
S. BUONO	✓	
J. MC GOWAN	✓	
D. BOYD	✓	
J. R. HIGGINS	✓	
W. REIMANN	✓	
W. PRATT	✓	
TOTAL		

#45

BY ALDERMAN PRATT:

RESOLVED, that effective August 1st, 1951, the Acting City Judge shall be entitled to receive for his services the sum of \$ /0.00 for each day actually spent by him in the performance of his duties, and be it further

RESOLVED, that same shall be a proper, legal charge and paid in the same manner as other fees and charges against the City of Rensselaer.

Dated: June 6th, 1951

Approved as to form and sufficiency
this 6th day of June, 1951.

CORPORATION COUNSEL

	AYES	NOES
W. WARDT	✓	
L. FEDIGAN	✓	
W. HOOCKAMP	✓	
J. DISTELL	✓	
S. BUONO	✓	
J. MC GOWAN		
D. BOYD	✓	
J. R. HIGGINS		
W. REIMANN		
W. PRATT	✓	
TOTAL		

BY ALDERMAN HOOBKAMP

RESOLVED, that the City Engineer be and he hereby is authorized and directed to erect a street sign at High and Grove Streets.

Dated June 6, 1951

Approved as to form and sufficiency

James S. Millea, Corp Counsel

(city eng)

	AYES	NOES
W. WARDT	✓	
L. FEDIGAN	✓	
W. HOOBKAMP	✓	
J. DISTELL	✓	
S. BUONO	✓	
J. MC GOWAN		✓
D. BOYD	✓	
J. R. HIGGINS		✓
W. REIMANN		✓
W. PRATT		✓
TOTAL		

#47

BY ALDERMAN PRATT

RESOLVED, that ALICE PRATT residing at 15 Belmore Place Rensselaer, N. Y. be and she hereby is appointed DEPUTY PURCHASING AGENT, at the same salary she is now receiving as Clerk to Purchasing Agent.

RESOLVED, that she shall during the absence of the Purchasing Agent, perform all the duties and possess all the powers of the Purchasing Agent and shall have such other powers, and perform such other duties as may be prescribed by Ordinance or Resolution of the Common Council.

Dated June 6, 1951

Approved as to form and sufficiency

James S. Millea
Corp. Counsel

*copy made
Alice*

W. HARDT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
L. FEDIGAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>
W. HOOGKAMP	<input checked="" type="checkbox"/>	<input type="checkbox"/>
J. DISTELL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S. BUONO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
J. MC GOWAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. BOYD	<input checked="" type="checkbox"/>	<input type="checkbox"/>
J. R. HIGGINS	<input type="checkbox"/>	<input type="checkbox"/>
W. REIMANN	<input type="checkbox"/>	<input type="checkbox"/>
W. PRATT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TOTAL		

AYES	NOES
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

#49

BY ALDERMAN BUONO

RESOLVED, that the Rensselaer Water Company be and it is hereby directed to remove the firehydrant adjacent to the propped MilkFire House, same to be done under the supervision of the City Engineer.

Dated June 6, 1951

Approved as to form and sufficiency

James S. Millea, Corp. Counsel

Copy water Co

	AYES	NOES
W. WARDT	<input checked="" type="checkbox"/>	
L. FEDIGAN	<input checked="" type="checkbox"/>	
W. HOOGKAMP	<input checked="" type="checkbox"/>	
J. DISTELL	<input checked="" type="checkbox"/>	
S. BUONO		
J. MC GOWAN	<input checked="" type="checkbox"/>	
D. BOYD		
J. R. HIGGINS		
W. REIMANN	<input checked="" type="checkbox"/>	
W. PRATT		
TOTAL		

#50

BY ALDERMAN BUONO

RESOLVED, that the Collman Electric Co. Electrical Contractors on the New Mink Fire House be directed to install one (1) inch conduct for traffic light control from the propped panel board to the pole to be located adjacent to the building, same not to exceed \$168.00

Dated June 6, 1951

Approved as to form and sufficiency James S. Millea, Corp. Counsel

*City sup.
Tom Wilson*

	AYES	NOES
W. WARDT	✓	
L. FEDIGAN	✓	
W. HOOBKAMP	✓	
J. DISTELL	✓	
S. BUONO		
J. MC GOWAN	✓	
D. BOYD		
J. R. HIGGINS		
W. REIMANN	✓	
W. PRATT		
TOTAL		

BY ALDERMAN HOOGHKAMP

#51

RESOLVED, that the City Engineer be and he hereby is authorized and directed to have the tree adjacent to #133 Second Avenue removed, the same being in a dangerous condition.

Dated June 6, 1951

Approved as to form and sufficiency

James S. Millea, Corp. Counsel

city eng

	AYES	NOES
W. MARDT	✓	
L. FEDIGAN	✓	
W. HOOGHKAMP	✓	
J. DISTELL	✓	
S. BUORO		
J. MC GOWAN	✓	
D. BOYD		
J. R. HIGGINS		
W. REIMANN		
W. PRATT		
TOTAL		

#52

BY ALDERMAN HOOGHKAMP

RESOLVES, that the City Engineer be and he is hereby authorized and directed to have a steel railing installed on the southerly side of the Mill Creek Bridge in High Street the same not to exceed \$500.00

Dated June 6, 1951

Approved as to form and sufficiency

James S. Millea, Corp. Counsel

city sup

	AYES	NOES
W. MARDT	✓	
L. FEDIGAN	✓	
W. HOOGHKAMP	✓	
J. DISTELL	✓	
S. BUONO	✓	
J. MC GOWAN	✓	
D. BOYD		
J. R. HIGGINS		
W. REIMANN		
W. PRATT		
TOTAL		

53

BY ALDERMAN BUONO

RESOLVED, that the Niagara-Mohawk Power Co. be directed to remove the existing pole adjacent to the proposed new Mink FireHouse in Broadway and to install a pole in line with the northerly line of the Plot, same to be performed under the supervision of the City Engineer.

Dated June 6, 1951

Approved as to form and sufficiency

James S. Millea, Corp. Counsel

Copy to Power Co

	AYES	NOES
W. MANDT	✓	
E. FEDIGAN	✓	
W. HOOGKAMP	✓	
I. DISTELL	✓	
S. BUONO	✓	
J. MC GOWAN	✓	
D. BOYD		
J. R. HIGGINS		
W. REIMANN		
W. PRATT		
TOTAL		

H. A. COLLMAN ELECTRIC CO. INC.

ELECTRICAL CONTRACTORS

210 SOUTH PEARL STREET
ALBANY, NEW YORK

June 1, 1951

Thomas Gleason
563 Morris St.
Albany, N. Y.

Re: New Mink Fire House
Chemical & High Pressure
Company #2
959-961 Broadway
Rensselaer, N. Y.

Gentlemen:

Furnish and install a one inch(1") empty conduit for traffic light control from fire alarm board in fire house to a point Ten Foot(10') up pole located at northeast corner of lot, furnishing all labor and material for the sum of One Hundred Sixty Eight Dollars(\$168.00).

Very truly yours,

H. A. Collman Electric Co., Inc.

By *H. A. Collman*
Pres.

HAC:JF

Harvey, this should be taken up at meeting as it is extra work.
[Signature]
6/6/51