



NANCY E. HARDT
City Clerk

CITY OF RENSSELAER

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

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

AGENDA COMMON COUNCIL MEETING MARCH 3, 2021

1. A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A \$30,000.00 DONATION FROM WASTE CONNECTIONS AND AMENDING THE 2020-2021 ADOPTED RENSSELAER CITY BUDGET-RENSSELAER FIRE DEPARTMENT
2. A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY AND AMENDING THE 2020-2021 ADOPTED RENSSELAER CITY BUDGET-RENSSELAER FIRE DEPARTMENT
3. A RESOLUTION AUTHORIZING TRANSFER OF FUNDS WITHIN THE FIRE DEPARTMENT BUDGET
4. A RESOLUTION AUTHORIZING TRANSFER OF FUNDS WITHIN THE FIRE DEPARTMENT BUDGET
5. A RESOLUTION AUTHORIZING TRANSFER OF FUNDS WITHIN THE FIRE DEPARTMENT BUDGET
6. A RESOLUTION AUTHORIZING TRANSFER OF FUNDS WITHIN THE ADMINISTRATIVE SERVICES DEPARTMENT BUDGET
7. A RESOLUTION SCHEDULING A PUBLIC HEARING ON THE PROPRIETARY RENEWAL OF THE CABLE TELEVISION FRANCHISE AGREEMENT WITH SPECTRUM NORTHEAST, LLC.

8. A RESOLUTION AUTHORIZING SALE OF VACANT CITY PROPERTY TO ABUTTING LANDOWNERS PURSUANT TO CITY CODE SECTION 57-1-CITY TREASURER
9. A RESOLUTION, NUNC PRO TUNC, AUTHORIZING SALE OF CITY PROPERTY AFTER AUCTION BY CITY TREASURER
10. A RESOLUTION SCHEDULING PUBLIC HEARING CONCERNING POSSIBLE CHANGE OF TRAFFIC AND PARKING SIGNAGE IN FRONT OF CITY HALL-OFFICE OF THE ENGINEER
11. A RESOLUTION AUTHORIZING AGREEMENT WITH IWORQ SYSTEMS, INC. FOR ONE YEAR-BUILDING DEPARTMENT.
12. A RESOLUTION AUTHORIZING COMMISSIONER OF DEEDS
13. A RESOLUTION APPROVING SCHEDULE OF FEES-OFFICE OF THE CITY CLERK

By Alderperson : Council as a Whole

Seconded by Alderperson : _____

#1

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A \$30,000.00 DONATION
FROM WASTE CONNECTIONS AND AMENDING THE 2020-2021 ADOPTED
RENSELAER CITY BUDGET – RENSELAER FIRE DEPARTMENT**

WHEREAS, The City of Rensselaer Fire Department solicited and accepted a donation in the amount of \$30,000.00 from Waste Connections, with such donation to be utilized to assist the Rensselaer Fire Department, and

WHEREAS, Mayor Mike Stammel on behalf of the City of Rensselaer and the Rensselaer Fire Department, is desirous of accepting such funds.

NOW, THEREFORE BE IT RESOLVED that the 2020-2021 Rensselaer City Adopted Budget shall be, and hereby is, amended as follows:

2020-2021 GENERAL FUND APPROPRIATIONS

EXPENDITURE LINES	PRESENT	CHANGE	REVISED
A.3410.7250 Other Equipment	\$80,000.00	\$30,000.00	\$110,000.00

Approved as to form and sufficiency
This 3rd day of March, 2021

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Approved by

Mayor

PAYMENT DATE
02/26/2021
COLLECTION STATION
Counter
RECEIVED FROM
Waste Connections

City of Rensselaer, New York

BATCH NO.
2021-07000384
RECEIPT NO.
2021-00006882
CASHIER
Kristin Qua
ENTRY DATE
02/25/2021 03:48:01 PM

COPY

DESCRIPTION
donation to line a.3410.7250 other equipment

fire dept.

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																
Other Unclass Re	Other Unclass Rev	\$30,000.00																
Payments:	<table border="1"><thead><tr><th>Type</th><th>Detail</th><th>Amount</th></tr></thead><tbody><tr><td>Check</td><td>2775750</td><td>\$30,000.00</td></tr></tbody></table>	Type	Detail	Amount	Check	2775750	\$30,000.00											
Type	Detail	Amount																
Check	2775750	\$30,000.00																
	<table border="1"><tbody><tr><td>Total Cash</td><td>\$0.00</td></tr><tr><td>Total Check</td><td>\$30,000.00</td></tr><tr><td>Total Charge</td><td>\$0.00</td></tr><tr><td>Total Wire</td><td>\$0.00</td></tr><tr><td>Total Other</td><td>\$0.00</td></tr><tr><td>Total Remitted</td><td>\$30,000.00</td></tr><tr><td>Change</td><td>\$0.00</td></tr><tr><td>Total Received</td><td>\$30,000.00</td></tr></tbody></table>	Total Cash	\$0.00	Total Check	\$30,000.00	Total Charge	\$0.00	Total Wire	\$0.00	Total Other	\$0.00	Total Remitted	\$30,000.00	Change	\$0.00	Total Received	\$30,000.00	
Total Cash	\$0.00																	
Total Check	\$30,000.00																	
Total Charge	\$0.00																	
Total Wire	\$0.00																	
Total Other	\$0.00																	
Total Remitted	\$30,000.00																	
Change	\$0.00																	
Total Received	\$30,000.00																	

PAID
FEB-26 2021
CITY OF RENSSELAER
TREASURER'S OFFICE

DOCUMENT HAS A COLORED BACKGROUND. SECURITY FEATURES LISTED ON BACK.



WASTE CONNECTIONS
Connect with the Future

WASTE CONNECTIONS
3 WATERWAY SQUARE PLACE, SUITE 110
THE WOODLANDS, TX 77380
8324422200

Bank of America

52-159/112 ME

PROTECTED BY POSITIVE PAY

DATE	2/10/2021	CHECK NUMBER	CHK2775750
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PAY Thirty thousand and 00 / 100 Dollars Only *****

TO THE
ORDER
OF
CITY OF RENSSELAER OFFICE OF FIRE
DEPARTMENT
2 SAINT FRANCIS PLACE
RENSSELAER, NY 12144

AMOUNT	\$30,000.00
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VOID AFTER 180 DAYS

[Signature]

Authorized Signature

By Alderperson : Council as a Whole

Seconded by Alderperson : _____

#2

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE
DEPARTMENT OF HOMELAND SECURITY AND AMENDING THE 2020-2021
ADOPTED RENSSELAER CITY BUDGET – RENSSELAER FIRE DEPARTMENT**

WHEREAS, The City of Rensselaer has been awarded a grant in the amount of \$5,761.90 from the Department of Homeland Security, all as set forth in the attached Award Letter and Package, with such grant to be utilized to assist the Rensselaer Fire Department in providing much needed services to the residents of the City of Rensselaer, and with the City to pay a match of \$288.10 so as to obtain such grant, and

WHEREAS, the Common Council, on behalf of the City of Rensselaer and the Rensselaer Fire Department, is desirous of accepting such grant.

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby accepts the aforementioned grant, and

BE IT FURTHER RESOLVED that the 2020-2021 Rensselaer City Adopted Budget shall be, and hereby is, amended as follows:

2020-2021 GENERAL FUND APPROPRIATIONS

EXPENDITURE LINES	PRESENT	CHANGE	REVISED
A.3410.7250 Other Equipment	\$110,000.00	\$5,761.90	\$115,761.90

Approved as to form and sufficiency
This 3rd day of March, 2021

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Approved by

Mayor

Award Letter

Effective Date: 02/10/2021

U.S. Department of Homeland Security
Washington, D.C. 20472

Randy Cherubino
RENSSELAER, CITY OF
62 WASHINGTON STREET
RENSSELAER, NY 12144



EMW-2020-FG-04998

Dear Randy Cherubino,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) has been approved in the amount of \$5,761.90 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$288.10 for a total approved budget of \$6,050.00. Please see the FY 2020 AFG-S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2020 AFG-S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan", with a stylized flourish at the end.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

A RESOLUTION AUTHORIZING TRANSFER OF FUNDS WITHIN THE FIRE DEPARTMENT BUDGET

#3

Sponsored by: Council as a Whole

Aldersperson(s): _____

WHEREAS, the City of Rensselaer is desirous of making a budget transfer of \$8,058.34 from Sick Leave Incentive line and \$1,500.00 from EMS Director line to Training and Conference line, and such transfers have been approved by the City Comptroller.

NOW, THEREFORE BE IT RESOLVED, that the following budget transfer be authorized.

FROM:

Account No.	Description	Amount
A.3410.7194	Sick Leave Incentive	\$8,058.34
A.3410.7456	EMS Director	\$1,500.00
A.3410.	TOTAL	\$9,558.34

TO:

Account No.	Description	Amount
A.3410.7463	Training and Conference	\$9,558.34
A.3410.7463	TOTAL	\$9,558.34

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this 3rd day of March, 2021

Corporation Counsel

Approved

Mayor

A RESOLUTION AUTHORIZING TRANSFER OF FUNDS WITHIN THE FIRE DEPARTMENT BUDGET

#4

Sponsored by: Council as a Whole

Aldersperson(s): _____

WHEREAS, the City of Rensselaer is desirous of making a budget transfer of \$5,204.78 from the Uniform line to Contractual Services line, and such transfer has been approved by the City Comptroller.

NOW, THEREFORE BE IT RESOLVED, that the following budget transfer be authorized.

FROM:

Account No.	Description	Amount
A.3410.7412	Uniforms	\$5,204.78
A.3410.7412	TOTAL	\$5,204.78

TO:

Account No.	Description	Amount
A.3410.7440	Contractual Services	\$5,204.78
A.3410.7440	TOTAL	\$5,204.78

Approved as to form and sufficiency
this 3rd day of March, 2021

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Approved _____

Mayor

A RESOLUTION AUTHORIZING TRANSFER OF FUNDS WITHIN THE FIRE DEPARTMENT BUDGET

#5

Sponsored by: Council as a Whole

Aldersperson(s): _____

WHEREAS, the City of Rensselaer is desirous of making a budget transfer of \$3,500.00 from the EMS Training line to Other Equipment line, and such transfer has been approved by the City Comptroller.

NOW, THEREFORE BE IT RESOLVED, that the following budget transfer be authorized.

FROM:

Account No.	Description	Amount
A.3410.7469	EMS Training	\$3,500.00
A.3410.7469	TOTAL	\$3,500.00

TO:

Account No.	Description	Amount
A.3410.7250	Other Equipment	\$3,500.00
A.3410.7250	TOTAL	\$3,500.00

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this 3rd day of March, 2021

Corporation Counsel

Approved by

Mayor

A RESOLUTION AUTHORIZING TRANSFER OF FUNDS WITHIN THE ADMINISTRATIVE
SERVICES DEPARTMENT BUDGET

#6

Sponsored by: Council as a Whole

Aldersperson(s): _____

WHEREAS, the City of Rensselaer is desirous of making a budget transfer of \$812.00 from the Contractual Services line to the Office Equipment line, and such transfer having been approved by the City Comptroller.

NOW, THEREFORE BE IT RESOLVED, that the following budget transfer be authorized.

FROM:

Account No.	Description	Amount
A.1430.7440	Contractual Services	\$812.00
A.1430.7440	TOTAL	\$812.00

TO:

Account No.	Description	Amount
A.1430.7220	Office Equipment	\$812.00
A.1430.7220	TOTAL	\$812.00

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this 3rd day of March, 2021

Corporation Counsel

Approved

Mayor

By Alderperson : Council as a Whole

#7

Seconded by Alderperson : _____

A RESOLUTION SCHEDULING A PUBLIC HEARING ON THE PROPOSED RENEWAL OF THE CABLE TELEVISION FRANCHISE AGREEMENT WITH SPECTRUM NORTHEAST, LLC

WHEREAS, The City of Rensselaer is desirous of scheduling a Public Hearing on the proposed renewal of the cable television franchise agreement with Spectrum Northeast, LLC, a copy of which is attached hereto.

NOW, THEREFORE BE IT RESOLVED, that a Public Hearing will be held at 6:30 p.m. on March 17, 2021, at the City Hall of the City of Rensselaer located at 62 Washington Street, Rensselaer, New York, so as to allow the Common Council to hear Public Comment on the proposed renewal of the cable television franchise agreement with Spectrum Northeast, LLC, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to issue appropriate Public Notice of the Public Hearing scheduled herein.

Approved as to form and sufficiency
this 3rd day of March, 2021

Corporation Counsel

Approved

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

NOTICE OF PUBLIC HEARING

For the approval of a Cable Television Agreement between Spectrum Northeast, LLC and the City of Rensselaer

PLEASE TAKE NOTICE that the **City of Rensselaer**

will hold a Public Hearing on March 17, 2021 at 6:30 p.m. at the Rensselaer City Hall, 62 Washington Street, Rensselaer, New York 12144 regarding granting a cable television franchise agreement by and between the **City of Rensselaer** and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications.

A copy of the agreement is available for public inspection during normal business hours at the **City** Clerk's office, 62 Washington Street, Rensselaer, New York. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Dated: March 3, 2021

By Order of the Common Council
City of Rensselaer

FRANCHISE AGREEMENT

This Franchise Agreement (“**Franchise**”) is between the City of Rensselaer, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenues" shall mean all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Franchise Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and any state or federal regulatory fees; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3

Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial

noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely

manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Hon. Michael Stammel
Mayor, City of Rensselaer
62 Washington Street
Rensselaer, NY 12144

Grantee: Kevin Egan
Director, Government Affairs
20 Century Hill Drive
Latham, NY 12110
Email: Kevin.Egan@Charter.com
Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave., NW, Suite 400W
Washington, DC 2000

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the

Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

City of Rensselaer

Signature: _____

DRAFT

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

DRAFT

Name/Title: _____

8

By Alderperson:

Council as a Whole

Seconded by Alderperson:

RESOLUTION AUTHORIZING SALE OF VACANT CITY PROPERTIES TO
ABUTTING LANDOWNERS PURSUANT TO CITY CODE SECTION 57-1. -
CITY TREASURER

WHEREAS, pursuant to City Code Section 57-1 the attached list vacant City Properties were offered for sale to the abutting Landowners, and the attached bids were received by the City, and

WHEREAS, such bidding was concluded on February 18, 2021, and

WHEREAS, a list of properties sold with successful bid amounts and bidder information is attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the City Treasurer is hereby authorized to execute all necessary documents so as to convey the aforementioned properties to the successful bidders, subject to the terms and conditions of the Bid sale specifications.

Approved as to form and sufficiency
this 3rd day of March, 2021

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Approved by:

Mayor

PROPERTY BIDS

<u>Tax Map #</u>	<u>Address</u>	<u>Property Size</u>	<u>Name of Adjoining Property Owner</u>	<u>Address of Adjoining Property</u>	<u>Tax Map #</u>	<u>Purchase Price</u>
133.72-3-2	7 William Terrace	.46 ac	James W. Brady	33 Farley Drive	133.72-3-1	\$250
133.77-9-7	1507 Broadway	.15 ac	Van Rensselaer Holdings, LLC	6-8 Tracy St	133.77-9-1.1	1,500
143.44-2-2	1059 Broadway	.12 ac	Rensselaer Apartments, LLC	1067 Broadway	143.44-2-1	\$2,100
143.84-3-2.1	Spruce Street	.06 ac	Mrfansi Inc.	8-10 Spruce St	143.84-3-3	\$500
144.21-4-15	Second Street	.41 ac	Shanna & Jacqueline Slade	1407 Second Street	144.21-4-16	\$2,000
144.29-3-42.1	1348 Broadway	.14 ac	Kris Remington	1364 Broadway	144.29-3-45	\$2,000
144.45-2-1	944 Fourth Street	.71 ac	Kris Remington	909 Fifth St	144.45-2-5	\$2,000
144.45-2-4	919 Fifth Street	.23 ac	Kris Remington	909 Fifth St	144.45-2-5	\$2,000
144.53-3-6	67 Wendell Street	3.08 ac	John A. Myers	136 Willow St	144.53-3-5	\$1,000
144.61-2-12	Summit Street	1.39 ac	Gene Spagnoli	4 Summit St	144.61-2-10	\$6,250

By Alderperson:

Council as a Whole

#9

Seconded by Alderperson: _____

RESOLUTION, NUNC PRO TUNC, AUTHORIZING SALE OF CITY PROPERTY AFTER AUCTION BY CITY TREASURER

WHEREAS, after completion of in rem tax foreclosure proceedings, the City Treasurer was authorized by the City Council to conduct an Auction sale of the applicable parcels, and

WHEREAS, such Auction sale was concluded on or about July 8th, 2020, and

WHEREAS, a list of properties sold with successful bid amounts and bidder information was approved by the Common Council on July 29th, 2020, however, the Bidder (\$72,000.00) and Backup Bidder for 1991 Tenth Street both never completed the sale, and the property was therefore put back up to bid by the City Treasurer with assistance from the City Assessor, and,

WHEREAS, the re-bid auction was conducted on February 18, 2021, with the top bid of \$75,000.00 being made by Masood Zamani, and a back-up bid of \$74,500.00 also being made, and sale to Masood Zamani being recommended by the City Treasurer and City Assessor, and good cause appearing therefor.

NOW, THEREFORE BE IT RESOLVED, nunc pro tunc, that the City Treasurer is hereby authorized to execute all necessary documents so as to convey the aforementioned property to the successful, Masood Zamani, for the amount of \$75,000.00, subject to the terms and conditions of the Auction sale specifications, or to the back-up bidder should the top bidder fail to close.

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this 3rd day of March, 2021

Corporation Counsel

Approved by:

Mayor

#10

By Alderperson : Council as a Whole

Seconded by Alderperson : _____

**A RESOLUTION SCHEDULING A PUBLIC HEARING CONCERNING A POSSIBLE
CHANGE OF TRAFFIC AND PARKING SIGNAGE IN FRONT OF CITY HALL - OFFICE OF
THE ENGINEER**

WHEREAS, the Common Council of the City of Rensselaer has been working with the City Engineer for over the last two years in conducting an extensive Traffic and Parking Signage Study throughout the City, and the City Engineer has now submitted a detailed recommendation, a copy of which is attached hereto, to the Common Council of certain proposed changes to the City signage and parking patterns in front of City Hall so as to better serve the City residents, and

WHEREAS, the Common Council of the City of Rensselaer is further advised that the Mayor, Police Chief and DPW Commissioner all concur in the proposed signage changes, and

WHEREAS, such proposed signage changes appear appropriate as to form and effect, and a Public Hearing will be scheduled for, and conducted at 6:30 pm, immediately following the Public Speaking portion of the Council Meeting on March 17, 2021 at City Hall, 62 Washington Street, Rensselaer, New York 12144, so as to consider public comments on such proposed signage changes.

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer Common Council will conduct a Public Hearing as set forth above to receive Public comment on the proposed signage changes, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to post Public Notice of the Public Hearing regarding the aforementioned proposed signage changes.

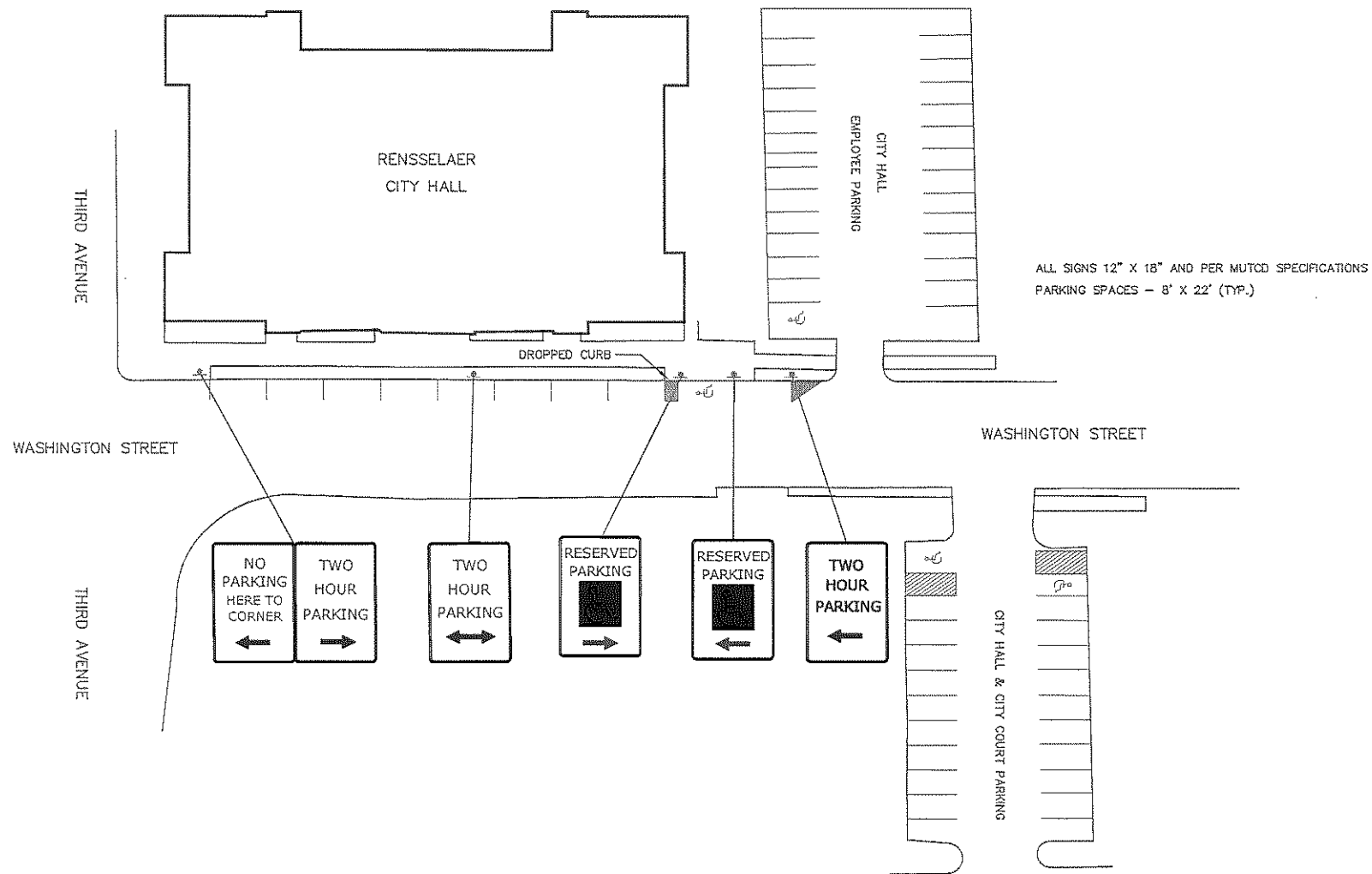
James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency

this 3rd day of March, 2021

Corporation Counsel

Mayor



By Alderperson:

DeFrancesco

Seconded by Alderperson:

11

**RESOLUTION AUTHORIZING AGREEMENT WITH iWorQ Systems Inc.
FOR ONE (1) YEAR – BUILDING DEPARTMENT**

WHEREAS, the Building Department desires to utilize the services of iWorQ Systems Inc. for one (1) year at a cost of \$4,350.00, effective immediately and continuing until March 18th, 2021, so as to provide software and software maintenance for Building Department related matters for the City of Rensselaer, and such Company having also provided such services for many other municipalities, and a copy of the applicable one (1) year contract being attached hereto, and the approval of such contract appearing to be in the best interest of the City of Rensselaer, and

WHEREAS, good and valuable consideration being mutually offered and accepted between the parties as set forth in the agreement.

NOW, THEREFORE BE IT RESOLVED, that on behalf of the City of Rensselaer, the Agreement with iWorQ Systems Inc. is hereby approved, and the Mayor is authorized to execute such Agreement on behalf of the City of Rensselaer.

Approved as to form and sufficiency
this 3rd day of March, 2021

Corporation Counsel

Approved by:

Mayor

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Rensselaer City here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 6. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

7. TERMINATION:

Either party may terminate this agreement, after the initial 1-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (6. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MICELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12.ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Rensselaer City	Population- 9171
62 Washington St, Rensselaer, NY 12144, USA	Prepared by: Adrian Stewart and Ty Pebley

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Community Development (Department) *Permit Management *Code Enforcement *Portal Home Quarterly upload of parcel information to iWorQ's GIS Map Track contractors, inspections, property information Track code violations, fees, and activities Unlimited reports and ad-hoc reporting Unlimited access to iWorQ's template library including 3 custom letters & 3 custom forms for Portal Home Premium Data (25MB Uploads & 100GB Storage)	\$6,000 \$4,350	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$4,350	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$3,500	Included	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$9,400	Included	Year One
Grand Total Due Year 1	\$13,750	\$4,350	



NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid until **March 18th, 2021**.
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. Discounts provided are contingent on agreement signed and returned to iWorQ prior to March 18th, 2021.

By Alderperson:

Council as a Whole

12

Seconded by Alderperson: _____

RESOLUTION APPOINTING COMMISSIONER OF DEEDS

WHEREAS, the Rensselaer Common Council has the power to reappoint Commissioners of Deeds for a term of two (2) years from the date of their appointment; and

WHEREAS, it is beneficial to the citizens of Rensselaer, NY to have certain persons appointed Commissioner of Deeds.

NOW, THEREFORE, BE IT RESOLVED, that the following persons be and are hereby reappointed Commissioner of Deeds, with a term commencing forthwith and ending November 30, 2023

Marianne Ogren
85 Aiken Ave
Rensselaer, New York 12144

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to file a Certificate of Appointment for the aforesaid person with the Rensselaer County Clerk and said Certificate shall specify the terms for which said Commissioner of Deeds shall have been appointed.

Approved as to form and sufficiency
this 3rd day of March, 2021.

Corporation Counsel

Approved by:

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

By Alderperson : Council as a Whole

#13

Seconded by Alderperson : _____

A RESOLUTION APPROVING SCHEDULE OF FEES - OFFICE OF THE CITY CLERK

WHEREAS, The City Clerk's Office performs several fee for service tasks, and

WHEREAS, such tasks include but are not limited to issuing certain permits, licenses and serving as Records Access Officer for the City, and

WHEREAS, the Common Council of the City of Rensselaer has carefully reviewed the attached updated Schedule of Fees recommended by the City Clerk, and such fees appear fair and accurate, and good cause appearing therefore,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby approves the attached Schedule of Fees.

Approved as to form and sufficiency
this 3rd day of March, 2021

Corporation Counsel

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

CITY CLERK OFFICE LIST OF FEES

As of 03-03-2021

Genealogical Search of Marriage, Death & Birth Records	\$22.00 per record
Bell Jar Permits – Games of Chance	\$25.00
Certified Copy of City Record	\$5.00 per record
Paper Copies	\$.25 per page up to 9 x 14 paper
Fax Services	\$.25 per page up to 9 x 14 paper
FOIL Request Paper Copies	\$.25 per up to 9 x 14 paper
FOIL Request Large Files and Electronic Files. Please contact the City Clerk's Office for explanation of fees as Per Sections 84-90 of Article 6 of the NY State Public Officers Law and the NY State Committee on Open Government.	All fees relating to FOIL requests shall be in such amounts as are applicable and allowed pursuant the Freedom of Information Law contained in Sections 84 to 90 of Article 6 of the New York State Public Officers Law and as further delineated by the New York State Committee on Open Government.
Dog Licenses – Spayed or Neutered	\$15.00
Dog Licenses – Unspayed or Unneutered	\$20.00
Replacement Dog Licenses	\$3.00
Dog Redemption	Per Chapter 89 Section 5 of City Code
Kennel Fees-Mohawk Hudson	Per Contract
Residential Visitor Parking Permit (1 per unit)	\$5.00
Residential Parking Permit	\$5.00
Marriage License	\$40.00
Vendor's Permit Full Year (thru Dec. 31)	\$100.00
One Day Vendor Permit	\$50.00
Taxi License (Medallion)	\$100.00
Hack License	\$150.00
Hack License Renewal	\$100.00
Hack License Replacement	\$25.00
Person With Disabilities Sign	\$25.00
Person With Disabilities Tag	No Fee
Returned Check Fee	\$30.00
Conservation Licenses	
RESIDENTS	
Senior Fishing(Ages 70 +)	\$5.00
Fishing(Ages 16-69) Season	\$25.00
Hunting(Ages 16-69)	\$22.00
Jr. Hunting(Ages 12-15)	\$5.00
Trapping(Ages 16-69)	\$20.00
Bow Hunting(Ages 16-69)	\$15.00
Jr. Bow Hunting(Ages 12-15)	\$5.00
Muzzle Loading(Ages 14-69)	\$15.00
Fishing –7Day	\$12.00
Jr. Trapping(Ages 12-15)	\$5.00
Turkey Permit(Ages 12+)	\$10.00
Deer Management Permit	\$10.00
NON-RESIDENTS	
Fishing(Season)	\$50.00
Fishing-7 Day	\$28.00
Hunting(Ages 16+)	\$100.00
Bow Hunting(Ages 16+)	\$30.00
Muzzle Loading(Ages 14+)	\$30.00
Turkey Permit(Ages 12+)	\$20.00
One Day Fishing	\$10.00
Marine Registry(River)	FREE
REPLACEMENT LICENSES	
Replacement Fishing License	\$5.00
Replacement Hunting License	\$5.00
Replacement Big Game or Turkey	\$10.00
The Conservation-Magazine	\$12.00