

CITY OF RENSSELAER
IN
COMMON COUNCIL

WEDNESDAY EVENING
REGULAR MEETING

The Council convened at 8:23 PM O'clock P.M. and was called to order by
Pres. Stewart.

The roll being called the following answered to their names:

Pres. Stewart ✓

Alderman: Bullent ✓
Mooney ✓
Lithgow
Buono ✓

Alderman: Girolami
Adams ✓
Ratcliffe ✓
Leahey ✓
Jukes ✓

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

COMMUNICATIONS FROM THE MAYOR
HEADS OF THE DEPARTMENTS AND CITY OFFICIALS

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

TREASURER'S REPORT

PRESENTATION OF ACCOUNTS

Alderman moved that all bills be referred to the auditing committee.

All bills be allowed and ordered paid.

PRESENTATION OF PETITIONS AND ACCOUNTS

RESOLUTIONS

REPORT OF COMMITTEE

Alderman *Buono* moved to adjourn, seconded by Alderman

Mooney 2nd.

Alderman *Buono* moved that all bills and payrolls be referred to the auditing committee.

The City Clerk reports that the City Bills, Water Dept. Bills, Water Maintenance Payroll, Highway Dept. Payroll audited by the Committee amounted to Water Bills \$1,932.86, City Bills \$8,656.19, Water Maintenance Payroll \$369.42 and Highway Dept. Payroll \$2,681.03.

Alderman *Leahey* moved seconded by Alderman *Buono* that all bills and payrolls be allowed and ordered paid.

	AYES	NOES
IRWIN STEWART ✓	✓	
HAROLD BULLENT ✓	✓	
JOHN MOONEY ✓	✓	
WILLIAM LITHGOW		
STEPHEN BUONO ✓	✓	
ARMAND GIROLAMI		
WILLIAM ADAMS ✓	✓	
EDWARD RATCLIFFE ✓	✓	
J. DONALD LEAHEY ✓	✓	
ALFRED JUKES ✓	✓	
TOTAL	8	

January 5, 1966
ANNUAL MESSAGE

JOHN H. WARDEN, MAYOR

As the newly elected Mayor of our City, it is my pleasant duty to deliver to your honorable body and the citizens of our City, my first annual message.

At the outset, I would like to mention the sadness felt by myself personally and I am sure by all members of my administration at the sudden passing of the late President of this Council, William V. Hoogkamp. His memory will give us all an added incentive to achieve the goals he so cherished.

I approach this duty humbly, yet with a great deal of enthusiasm because of my firm conviction in the progress and growth of the City of Rensselaer in the days of expansion which lie ahead. Rensselaer is an integral part of the Capitol District area and must not only keep pace, but must exceed the general forward movement of this area. It is also, unlike other cities outside of Albany, a very definite segment of the Capitol Mall

the Hudson River, but must encompass our shores on this side of the river. My administration is and will be alert to the ^{Conditions}~~exigencies~~ of the situation and move forward in the best interest of the City of Rensselaer.

WATER

I am proud to announce to you tonight that within the next few days, the first step in the triple plan of our water project will be consummated, that is the sale of our East Greenbush Facilities to the Town of East Greenbush. The joint construction phase with East Greenbush and Troy is progressing according to plan and is expected to be in operation in two years.

SCHOOLS

I have read with a great deal of interest the comprehensive Rensselaer School System report prepared by Engelhardt, Engelhardt and Leggett, Educational Consultants of New York. The recommendations contained therein for the improvement of education in the Rensselaer School District are primarily matters for the consideration and decision of the Board of Education and ultimately by the citizens of Rensselaer by referendum. For my part,

REAPPORTIONMENT

I recommend that this Council immediately appoint a Committee of its members to study and recommend a reapportionment plan of the legislative governing body of the City in conformity with Court mandates.

MASTER PLAN
and
URBAN RENEWAL

I have been advised by John Calbreath Burdis Associates that our new master plan and urban renewal assistance program is being processed by the State of New York, with special attention to expedite its processing by Federal Government, which pays two-thirds of the cost. Time has been taken to make sure that the scope of services was detailed and in exact accord with the City's needs so that the final plan will be one that can be put in effect in the interest of all citizens and business interests.

RECREATION

I have given my careful and painstaking attention to a problem which I believe most important--that of Recreation and the establishment of more recreation facilities for the youth of our City. I have under study the creation of a recreation commission and the possibility of federal and state aid to the end that

city may develop supervised recreational areas comparable

recommend as a site for a large recreation field and picnic area for all citizens of Rensselaer, the rifle range which is now owned by our City. I urgently recommend that a professional recreation expert be engaged to make a study of this and report back to your body. If we have action now, then this City will have a recreation and park area of which we can all be proud.

FINANCE

The City is in a sound financial condition as the following facts will attest. The debt of the City, as of this date is now \$133,000.00 and the debt of the Water Department is now \$236,000.00. The City will receive \$200,000.00 from the Town of East Greenbush for the sale of our water lines in the near future. The fact that our financial condition is sound will enable my administration to pass legislation to cope with our future needs.

LIGHTS

I urge your honorable body and strongly recommend that the business section of our City be given greater and better lighting.

the efforts of the Corporation Counsel and the members of your honorable body, the United Traction Company has agreed with the City to change and supplement the route of the East Street bus line so that the residents of the south end of our City will have bus service each and every day of the week. This change and supplement of route will, in addition, be of great assistance to the citizens in all sections of our City who have occasion to shop in the south end.

I am certain that with the cooperation of your Council, that we can meet the ever changing problems affecting our City in this period of change occasioned by the road and bridge construction program of the State Department of Public Works in our City. In any event, we shall strive together for the best interest of the City. To each of you I extend my best wishes for a happy, healthy and prosperous New Year.

J. KENNETH FRASER AND ASSOCIATES

Consulting Engineers

518 WASHINGTON AVENUE
RENSSELAER, N. Y. 12144

TELEPHONE HO 3-8875
HO 3-8101

December 31, 1965

Mr. James S. Millea,
Corporation Counsel-City of Rensselaer
100 State Street
Albany, New York

Subject: City of Rensselaer-East Greenbush
Joint Construction

Dear Mr. Millea:

There is a possibility that financial aid might be obtained for the subject project from either existing or future aid programs sponsored by the Federal Government. We would therefore suggest that a letter be written to the Housing and Home Finance Agency requesting such aid. The covering letter should include an outline of the project, generally similar to the description of the joint construction on Page 2 of the Engineer's Report to the Water Resources Commission, together with a copy of the map which accompanied the same application, and the Estimate of Cost in the amount of \$2,235,700. The request should also state that the City of Rensselaer is applying for aid under Section 702 of the Housing and Urban Development Act of 1965.

All correspondence is to be directed to the Department of Housing and Urban Development, Housing and Home Finance Agency, Office of the Regional Administrator, 346 Broadway, New York, N.Y. - 10013-, to the attention of Mr. Frank C. Trentacosti, Deputy Regional Director, Community Facilities.

The same suggestions as outlined above will be given to the Town of East Greenbush by Myrick & Chevalier. It would therefore seem that we could get together and form a proper letter for the request for aid.

Very truly yours,

J. KENNETH FRASER AND ASSOCIATES

By _____

J. K. Fraser

JKF/fw
cc:

Mr. Anthony T. Pitkiewics, Attorney
Myrick & Chevalier Consulting Engineers

Form: ROW 10-a(3/65)

J. BURCH McMORRAN
SUPERINTENDENT



STATE OF NEW YORK
DEPARTMENT OF PUBLIC WORKS

1220 WASHINGTON AVENUE
STATE CAMPUS
ALBANY, NEW YORK 12226

DIVISION OF ADMINISTRATION

JOSEPH P. RONAN
ADMINISTRATIVE DEPUTY

BUREAU OF
RIGHTS OF WAY

P. G. BALDWIN
DIRECTOR

Local Bureau Address:

J. A. GRADY
ASSOC. L & C ADJ.
353 BROADWAY
ALBANY 1, NEW YORK

Project: S.H. 202
Boston-Albany

TELEPHONE NO.
GR 4-5643

Right-of-Way Acquisition Pursuant to: Section 30 of the
Highway Law

Map No. 194

Parcel No. 220

LETTER OF PRELIMINARY INFORMATION

To: City of Rensselaer
Rensselaer
New York

Date: 12/29/65

Dear Sirs:

I am writing to inform you that the Bureau of Rights of Way of the New York State Department of Public Works is now taking steps to acquire property needed for the project named above. Information furnished to my office indicates you are the owner of the property referred to in the attached map and description, an examination of which will give you an understanding of the extent of property this Department must acquire.

Certified copies of the map and description have been filed with the Department of State so that representatives and agents (including contractors) of the State may legally enter the property for purposes connected with the project.

I should emphasize, however, that this filing does not complete our acquisition of the property. A claims adjuster from our District Office will make arrangements to call on you soon to discuss the additional steps to be taken by the Bureau in this matter. He will explain the nature and extent of the taking, details of the proposed construction, the methods used in appraising property values, and the procedures pertaining to settlement and payment for your property. He will also give you the probable date on which the project work is to begin, and the date any buildings (within the property being acquired) should be vacated.

Maps taken by State men 1/12/66

*Proposed
Rough Draft*

THIS AGREEMENT made this _____ day of December, 1965, by and between the CITY OF RENSSELAER, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, situate in the County of Rensselaer and State of New York, hereinafter referred to as "RENSSELAER"; and the TOWN BOARD OF THE TOWN OF EAST GREENBUSH, on behalf of the East Greenbush General Water District, a municipal corporation, organized and existing under and by virtue of the laws of the State of New York, hereinafter referred to as "EAST GREENBUSH",

W I T N E S S E T H :

WHEREAS, heretofore and on the 28th day of October, 1964 RENSSELAER and EAST GREENBUSH entered into a contract for the sale and purchase of existing water facilities of RENSSELAER located within the boundaries of the East Greenbush General Water District, and

WHEREAS, among other things, said agreement provided that all water supplied to EAST GREENBUSH by RENSSELAER shall be metered by a master meter to be purchased and installed by EAST GREENBUSH at the South Street Pumping Station during period between sale of facilities as aforesaid and actual operation of new water supply as aforesaid. Cost of such water is to be mutually agreed upon between parties hereto, and

WHEREAS, pursuant to aforementioned agreement, RENSSELAER

WHEREAS, under and pursuant to said agreement, RENSSELAER agreed to maintain its properties, facilities and equipment in the Town of East Greenbush, in good and workable condition in accordance with its present practices,

NOW, THEREFORE, it is mutually agreed as follows:-

1. RENSSELAER shall deliver water to the South Street Pumping Station located in the Town of East Greenbush, and EAST GREENBUSH shall purchase same wholesale from Rensselaer, at the rate of \$135.00 per million gallons, except that RENSSELAER shall continue to supply and serve water to Sterling-Winthrop Research Institute located within the Town of East Greenbush, New York, during the period of this agreement.

2. EAST GREENBUSH shall install a master meter on the water line ^{from} entering the said South Street Pumping Station, however, it appearing that such meter cannot be installed and in operation for a period of approximately five months after transfer of title and there being no way of accurately estimating the amount of water delivered to EAST GREENBUSH by RENSSELAER, the charge for such water during this period will be determined by and based upon the total amount of gallons consumed and billed to consumers in the East Greenbush General Water District, ^{plus 10% of total gallonage billed} exclusive of the Sterling-Winthrop Research Institute and certain consumers in the City of Rensselaer on Aiken Avenue, High and Grove Streets and Third Avenue.

3. EAST GREENBUSH shall assume all maintenance of lines

4. RENSSELAER will maintain its water properties, facilities and equipment within the City of Rensselaer in good and workable condition so that water can be delivered to EAST GREENBUSH at the South Street Pumping Station, and RENSSELAER further agrees to maintain its water properties, facilities and equipment within the ~~City of Rensselaer~~ *boundaries of the E. G. General Water District* until day of transfer of title.

5. The term of this contract shall continue in force during the period between the sale of the water facilities of RENSSELAER within the East Greenbush General Water District and the actual operation of a new source of water supply from the City of Troy, as set forth in agreement between Troy, Rensselaer and East Greenbush, dated October 28, 1964.

6. There will be no charge by EAST GREENBUSH to RENSSELAER during the period that RENSSELAER will continue to use the facilities of the East Greenbush General Water District in supplying water to Sterling Winthrop Research Institute, as above mentioned.

7. EAST GREENBUSH shall supply water to premises in the City of Rensselaer at the easterly city line, Aiken Avenue, High Street, Grove Street and Third Avenue, which are presently being served by the facilities of RENSSELAER within the boundaries of the East Greenbush General Water District, and the charge for such water will be arrived at as hereinafter set forth.

8. RENSSELAER shall furnish to EAST GREENBUSH a list which is annexed hereto marked Schedule "A", and made a part hereof

of the East Greenbush General Water District, and will deliver to EAST GREENBUSH addressograph plates containing the names and addresses of such consumers, and will also deliver to EAST GREENBUSH any and all maps, surveys, drawings or diagrams which it now has or which it has available to it with respect to RENSSELAER'S water facilities within the boundaries of the East Greenbush General Water District.

9. EAST GREENBUSH shall exercise good faith in collecting accounts receivable from consumers in the East Greenbush General Water District accrued prior to date of transfer of title and EAST GREENBUSH shall remit quarterly to RENSSELAER all such accounts collected, less a collection fee of Five (5%) Percent.

THIS INDENTURE

Made this _____ day of January, Nineteen Hundred and Sixty-six,
between CITY OF RENSSELAER, a municipal corporation organized
and existing under and by virtue of the laws of the State of New
York, situate in the County of Rensselaer and State of New York,

Party of the first part, and

TOWN BOARD OF THE TOWN OF EAST GREENBUSH, on behalf of the
East Greenbush General Water District, a municipal corporation
organized and existing under and by virtue of the laws of the
State of New York, having its principal place of business in the
Town of East Greenbush, County of Rensselaer, State of New York,

Party of the second part,

WITNESSETH: That the party of the first part, in con-
sideration of ONE and 00/100 DOLLAR, lawful money of the United
States, and other good and valuable considerations, paid by the
party of the second part, does hereby grant and release unto the
party of the second part, its successors and assigns forever,

PARCEL ONE. All that parcel of land, with the standpipe
and main thereof, situate in the Town of East Greenbush, County
of Rensselaer and State of New York, and designated as Lots num-
bered Two Hundred Seventy-seven (277), Two Hundred Ninety (290)
and Two Hundred Ninety-one (291) on a map of Rensselaer Terrace
made by Frank Wetmore Smith, Landscape Engineer and Surveyor,
and filed in the office of the County Clerk of Rensselaer County,

1931, and recorded in said Clerk's Office August 5, 1931, in Book 494 of deeds at page 311.

Subject, however, to the right, privilege and authority granted to the New York Telephone Company, its successors and assigns, by the Rensselaer Water Company, to erect, attach, install, operate, maintain, repair, reconstruct and, at its pleasure, to remove a radio antenna and associated equipment on the water tower of the Rensselaer Water Company erected on the above numbered lots at Prospect Heights, Town of East Greenbush, Rensselaer County, New York, for its mobile radio-telephone service, and to erect, attach, install, maintain, reconstruct and at its pleasure, remove one telephone pole, the usual telephone wires and cables, metal cabinet, radio receiver equipment and low tension power lines, referred to in said grant as "facilities" over, upon and under the property of said Water Company at the above described property, with the further right to said Telephone Company of ingress to and egress from the said property as the said Telephone Company may deem necessary, the said Telephone Company on its part agreeing to indemnify the said Water Company from any and all claims and actions against it and to pay the said Water Company all damages sustained by it arising in consequence of the right, privilege and authority so granted to said Telephone Company, in accordance with the terms and conditions of said right and privilege, dated December 7, 1950 and recorded in said Clerk's Office September 28, 1951 in Book 889 of deeds at

also known as State Highway Number Two Hundred Two (202), (U.S. Routes 9 and 20), in the Town of East Greenbush, County of Rensselaer and State of New York, bounded as follows: Beginning at an iron pipe in the westerly line of the said Turnpike, which pipe is also eight-one (81) feet southeasterly from the southeast corner of the house on the property conveyed to Ella L. Boothby by Lucinda Godfrey by deed recorded September 19, 1889 in Book 229 of Deeds at page 42, and which pipe is also thirty four and fifty-six hundredths (34.56) feet northeasterly from the northeast corner of the frame dwelling erected on property originally conveyed to Eliza Shaw by William G. Sampson by deed thereof recorded November 29, 1954 in Book 95 of deeds at page 67, and which pipe is also forty four and one-tenth (44.1) feet southwesterly from the New York Power and Light pole numbered fifty (50), which pole is on the east side of the Turnpike, thence in a straight line north eighty five (85) degrees, twenty one (21) minutes west, one hundred thirty two and eighty-five hundredths (132.85) feet to a pipe, which pipe is sixty six and six-tenths (66.6) feet southwesterly from the southwest corner of the said Boothby house; thence in a straight line north six (6) degrees, ten (10) minutes west, thirty nine and eight-tenths (39.8) feet to an iron pipe, which pipe is thirty eight and seven-tenths (38.7) feet southerly from the southeast corner of a barn on the said Boothby property; thence in a straight line north eighty five (85) degrees, twenty one (21) minutes west, fifty (50) feet to an iron in the westerly line of the firstly described parcel conveyed to Ella L. Boothby

degrees, ten (10) minutes east, fifty (50) feet to a point in the end of a concrete wall, which point is the northwest corner of the five foot strip of land conveyed to Cynthia C. Walden by the said Ella L. Boothby by deed thereof recorded June 4, 1907 in Book 310 of deeds at page 197; thence in a straight line south eighty-five (85) degrees, twenty one (21) minutes east, one hundred eighty four (184) feet along the northerly boundary line of said five foot strip to an iron pipe in the westerly boundary of the said Columbia Turnpike; thence in a straight line north twelve (12) degrees, twenty one (21) minutes west, ten and forty-five hundredths (10.45) feet to the point and place of beginning.

Being the same premises conveyed to Rensselaer Water Company by Ella L. Boothby by deed thereof dated October 10, 1931, and recorded in said Clerk's Office October 23, 1931, in Book 498 of deeds at page 409.

PARCEL THREE. A grant, transfer and sale of all the distribution mains, pipes and services of the water system laid by one John J. Nyhoff in the highways, spaces and areas reserved by him in the several conveyances for water and other utilities service to the several lots and areas shown on a map entitled "Amended Map of Albany Country Estates, the property of John J. Nyhoff, in the Town of East Greenbush, Rensselaer County, New York" made by Leslie C. Sherman, Surveyor, May 24, 1932, and duly filed in the Rensselaer County Clerk's Office May 27, 1932, as Map No. 19 in Drawer 30, as same was amended by resubdivision map made by

the area shown on said maps, TOGETHER with the easement, right and privilege to maintain, operate said distribution system in supplying water to the area shown on said maps, with the further easement, right and privilege in and to the area reserved for said utilities service in each of the lots conveyed or owned by the said John J. Nyhoff or his estate for the maintenance, renewal and replacement of said distribution system, and with the further easement, right and privilege in and to a similar area in each of the lots shown on said maps owned by the said John J. Nyhoff or his estate, and also in and to the ten (10) foot passage in Block K extending easterly from Highland Drive, and a similar easement and privilege in any and all of the highways owned by the said John J. Nyhoff or his estate, together with the further right to extend the mains and services in the highways shown on said maps of said development, and particularly to lay and maintain an eight (8) inch main in and along Point View Drive from the terminus of the existing distribution system and to connect same with the eight (8) inch main laid by the Rensselaer Water Company on the east side of Columbia Turnpike, shown on said maps, and also to connect the eight (8) inch main laid on Point View Drive by an eight inch main extending therefrom across Point View Drive along the center line of Block B, shown on said maps, through the area reserved for utilities service to the terminus of the existing distribution system laid in Block B, and to lay and maintain pipes and mains in the ten (10) foot passage in Block K, shown on said maps, and to

distribution system extending from the easterly boundary of the property of the Niagara Mohawk Power Corporation and running westerly along the easterly extension of Elmwood Drive, together with the interest and right of the Rensselaer Water Company to lay and maintain water mains in and across the said property of the said Power Corporation that were granted to or owned by the said John J. Nyhoff at the time of his death, and which were transferred to the said Rensselaer Water Company, and also all the estate which the said John J. Nyhoff had at the time of his death in said property, real or personal, and also the estate therein which the Rensselaer Water Company has or has power to convey or dispose of, all as more particularly stated in the indenture made with the Rensselaer Water Company by Clara A. Nyhoff, Henry E. Nyhoff and John J. Glavin, as Executors of the Last Will and Testament of John J. Nyhoff and as Trustees of the trust for the benefit of the said Clara A. Nyhoff under said Will, dated December 6, 1941 and recorded in said Clerk's Office January 5, 1942, in Book 655 of deeds at page 251.

Together with the properties and easements conveyed to the Rensselaer Water Company by Van Rensselaer Holding Corporation by indenture dated December 6, 1941 and recorded in said Clerk's Office January 5, 1942 in Book 655 of deeds at page 248, reference being made to the record of said indenture as a part hereof for a full and particular statement of the rights and benefits conferred on the Rensselaer Water Company, its successors and

standing on premises fronting on the easterly side of the Albany-Pittsfield State Road (State Highway 202 - U.S. Routes 9 and 20), in the Town of East Greenbush, Rensselaer County, New York, owned on April 27, 1944 by Adella C. Coulson, and to enter upon said premises to inspect, maintain, repair and replace said pipes, provided that any disturbance of the soil or improvements thereon shall be promptly restored at the expense of the City of Rensselaer, its successors and assigns.

Being the same premises conveyed to Rensselaer Water Company by Adella C. Coulson by deed thereof dated April 27, 1944 and recorded in said Clerk's Office May 6, 1944 in Book 693 of deeds at page 296.

PARCEL FIVE. Grant of the right to the Rensselaer Water Company, its successors and assigns, by Sterling Drug Inc., dated May 26, 1949 and recorded in said Clerk's Office August 28, 1952, to enter upon the lands of Sterling Drug Inc. situate in the Town of East Greenbush, County of Rensselaer and State of New York, and there to install, operate and maintain underground lines for the transmission of water consisting of such pipes and accessories as the Rensselaer Water Company, its successors and assigns, may from time to time deem necessary, said underground lines to extend approximately as shown in yellow on the blueprint entitled "Layout of Proposed 12" C. I. Main along the Columbia Turnpike", revised May 17, 1949, annexed to said grant and made a part thereof, approximately as follows: From a point on the boundary of premises of

boundary of the Columbia Turnpike, a distance of approximately thirty (30) feet easterly of the easterly boundary of the Columbia Turnpike, for the term and subject to the conditions in said grant mentioned.

PARCEL SIX. Grant of the right and easement to the Rensselaer Water Company, its successors and assigns, by The Mutual Life Insurance Company of New York and Sterling Drug Inc., dated July 15, 1949 and recorded in said Clerk's Office August 28, 1952, to enter upon the lands in the Town of East Greenbush, County of Rensselaer and State of New York, of Sterling Drug Inc. and of The Mutual Life Insurance Company of New York, conveyed to the said Insurance Company by the said Sterling Drug Inc. December 29, 1947 by deed recorded January 5, 1948 in Book 791 of deeds at page 73, and there to install, operate and maintain underground lines for the transmission of water consisting of such pipes and accessories as the Rensselaer Water Company, its successors and assigns, may from time to time deem necessary, said underground lines to extend approximately as shown in red on the blueprint entitled "Layout of Proposed 12" C. I. Main along the Columbia Turnpike", revised May 17, 1949, annexed to said grant and made a part thereof, approximately as follows:

(a) From the Booster Pump House located on the lands of said Insurance Company approximately at the intersection of the boundary line of the Boston & Albany Railroad Company and the Columbia Turnpike in a southerly direction and approximately

of the Boston & Albany Railroad Company for

(b) From a point on the boundary line of the Boston & Albany Railroad Company fifty (50) feet north of the aforesaid intersection of said boundary line and the Columbia Turnpike, for a distance of one hundred seven (107) feet, more or less, to a point on the boundary of the Columbia Turnpike sixty (60) feet south of the aforesaid intersection;

(c) From the aforesaid Booster Pump House in a northerly direction approximately parallel to the line of the Boston & Albany Railroad Company and as near said boundary line as practicable, and in any event not more than fifty (50) feet easterly of said boundary, for a distance of approximately seven hundred (700) feet, together with a well as a velocity breaker at the northern terminus of said line, together with the right to spill water into the brook or drainage ditch at this velocity breaker, subject, however, to any rights of others to its natural flow, use and purity and other rights with respect to the waters of said brook or drainage ditch;

(d) From a point on the easterly boundary of the Columbia Turnpike, which is approximately one hundred fifteen (115) feet northerly from the southwest corner of Parcel One of lands conveyed to the said Insurance Company by Sterling Drug Inc. by deed dated December 29, 1947 and recorded in the Rensselaer County Clerk's Office January 5, 1948 in Book 791 of deeds at page 73, thence southeasterly approximately one hundred fifteen (115) feet to a point which is approximately thirty (30) feet easterly of

and on the northerly boundary of Catskill Avenue, a distance of approximately one hundred fifty (150) feet in a northerly direction approximately parallel to the Columbia Turnpike to the boundary of Parcel Two of lands conveyed to the said Insurance Company by the said Drug Company as aforesaid, for the term and subject to the terms and conditions thereof.

PARCEL SEVEN. A right and easement to continue the occupancy of the streets shown on "Map of premises of Fair Lawn Estate Inc. in the City of Rensselaer and Town of East Greenbush, Rensselaer County, N. Y., 1927", made by Herschel Roberts, C.E., and filed in the Rensselaer County Clerk's Office, by the mains, hydrants and laterals and any and all extensions thereof, with the right to enter upon the property shown on said map, and make inspection, repairs and renewals or to maintain said water system erected or maintained thereof provided such entry shall be made without unnecessary damage to said property or inconvenience to the occupants thereof granted to the Rensselaer Water Company by Fair Lawn Estates Inc. by agreement and grant dated October 17, 1929 and recorded in the Rensselaer County Clerk's Office in Book 465 of deeds at page 15, with the right to said Fair Lawn Estate Inc., its successors and assigns, to use the hydrants for sewer flushing and extinguishment of fires, all as fully provided in said agreement, to the record of which reference is hereby made as a part hereof.

BEING a portion of the same premises conveyed to the City of Rensselaer by the Rensselaer Water Company by deed dated

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns, forever,

AND the party of the first part covenants as follows:

First. That the party of the first part is seized of the same premises in fee simple, except as hereinabove stated, and has good right to convey the same.

Second. That the party of the second part shall quietly enjoy the said premises.

Third. That the said premises are free from encumbrances.

Fourth. That the party of the first part will executor or procure any further necessary assurance of the title to said premises.

Fifth. That the party of the first part will forever WARRANT the title to said premises.

Sixth. That the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of any improvement that has been commenced upon the premises and has not been completed at least four months before the making and recording of this deed, and that the grantor will apply the same first to the payment of the

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Mayor on the day and year first above written.

CITY OF RENSSELAER

John H. Warden, Mayor

ATTEST:

CITY CLERK

STATE OF NEW YORK :
COUNTY OF RENSSELAER: SS.:
CITY OF RENSSELAER :

On this _____ day of January, 1966, before me, personally came JOHN H. WARDEN, to me known, who being by me duly sworn, did depose and say that he resides at the City of Rensselaer, New York; that he is the duly elected Mayor of the City of Rensselaer, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed to said instrument by order of the Common Council of the City, and that he duly affixed his name thereto by like order.

NOTARY PUBLIC

I DO HEREBY CERTIFY that in my opinion, the within Deed is proper in form and duly executed by the Mayor of the City of Rensselaer, New York, on order of the Common Council and that he was duly authorized to execute the same.

Dated: Rensselaer, New York
January , 1966

C I T Y O F R E N S S E L A E R
C O M M O N C O U N C I L

December 15, 1965

NOTICE OF PUBLIC HEARING

Notice is hereby given, that, pursuant to a resolution adopted by the Common Council of the City of Rensselaer, New York at a regular meeting held on the 15th day of December, 1965, a public hearing will be held in the Common Council Chambers in the City Hall, Rensselaer, N.Y., on the 5th day of January, 1966, at 8:00 o'clock P.M., EST, on that day, and the purpose of said hearing is to consider the petition of the Albany Port District Commission in which the Albany Port District Commission requests and prays that the Common Council of the City of Rensselaer give its consent to the contracting by the said Albany Port District Commission of an indebtedness in the maximum sum of \$150,000.00, of which indebtedness the sum of \$10,500.00 would be allocated to the City of Rensselaer.

The purpose for which the indebtedness will be contracted is to pay a part of the cost of dredging in the Hudson River in front of the Albany Port District Commission docks at Albany and Rensselaer, New York in accordance with contract No. 131, and is to be evidenced by tax and revenue anticipation notes of the said District Corporation, to be repaid from moneys provided wholly or partly by taxes to be levied and collected in the 1965-1966 fiscal year of the District Corporation; from budget items included in the 1965-1966 fiscal year of the Commission and from revenues obtained from the use of the facilities of the Commission.

All persons desiring to be heard will have an opportunity at the time and place stated.

#1
BY ALDERMAN *Buono*

RESOLVED, that the Mayor be and he is hereby authorized and directed to enter into a Contract with the Mohawk and Hudson River Humane Society of Albany, New York, for Animal Service for the City during the year 1966. A copy of said contract is annexed hereto and made a part hereof as if herein fully set forth.

Dated: January 5, 1966

Approved as to form this:

5th day of January 1966

James S. Millea
James S. Millea
Corp. Counsel

	AYES	NOES
IRWIN STEWART ✓	✓	
HAROLD BULLENT ✓	✓	
JOHN MOONEY ✓	✓	
WILLIAM LITHGOW		
STEPHEN BUONO ✓	✓	
ARMAND GIROLAMI		
WILLIAM ADAMS ✓	✓	
EDWARD RATCLIFFE ✓	✓	
J. DONALD LEAHEY ✓	✓	
ALFRED JUKES ✓	✓	
TOTAL	8	

Buono
Bullent 2nd

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BY ALDERMAN Buono :

WHEREAS, Almighty God in his infinite and inscrutable wisdom has removed from our midst our dear friend and fellow alderman, William V. Hoogkamp, and,

WHEREAS, as Alderman and President of our Council for many years he devoted his time, energy and ability unselfishly to the continual advancement of the public interest in the City of Rensselaer, and,

WHEREAS, by his death, this Council and the Democratic Party of the City of Rensselaer has lost a faithful and loyal friend, and,

WHEREAS, during the many years of his service as a member and President of this body, by his fidelity, good judgment and unflinching humor in trying moments endeared himself to the membership of this Council, and whose advice, example and conduct aided us in our deliberations and enriched our experiences,

NOW, THEREFORE, BE IT

RESOLVED, that we, the members of the Common Council of the City of Rensselaer, being deeply grieved by his loss, find comfort in our conviction that his work in our midst was not in vain, that his services were of a lasting nature and the memory of his insistence upon scrupulously proper dealings in all things will be a source of continuous inspiration to us, and, be it further

RESOLVED, that a page be set aside in our minutes sacred to the memory of William V. Hoogkamp upon which these Resolutions be spread; and that an engrossed copy thereof be sent to his widow with the heartfelt sympathy of our entire membership.

Alderman, First Ward

Alderman, Second Ward

Alderman, Third Ward

Alderman, Fourth Ward

Alderman, Eighth Ward

Walter S. Pratt

Alderman, Ninth Ward

ATTEST:

John P. Warden
CITY CLERK

Approved as to form and sufficiency this 29th day of December, 1965.

James S. Miller
CORPORATION COUNSEL

Approved this 29th day of December, 1965.

Clarence A. McJannet
Mayor