

CITY OF RENSSELAER
IN
COMMON COUNCIL

WEDNESDAY EVENING
REGULAR MEETING

The Council convened at 8:35 P.M. 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. *made by*

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

All bills be allowed and ordered paid. *made by*

PRESENTATION OF PETITIONS AND ACCOUNTS

RESOLUTIONS

REPORT OF COMMITTEE

Alderman *Mooney* moved to adjourn, seconded by Alderman *Leahey*

AYES	NOES
15	

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

The City Clerk reports that the City Bills, Water Dept. Bills, Highway Payroll, Water Dept. Payroll audited by the Committee amounted to Highway Payroll \$5,685.52, Water Dept. Payroll \$727.56, Water Bills \$195.36 and City Bills \$2,494.62.

Alderman *Buono* moved seconded by Alderman *Girolami* 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	10	

#25-

RESOLUTION AUTHORIZING THE RENEWAL OF A BOND ANTICIPATION NOTE OR NOTES OF THE CITY OF RENSSELAER, NEW YORK TO THE EXTENT OF \$20,000.00 IN ANTICIPATION OF THE ISSUANCE OF THE ISSUANCE OF SERIAL BONDS OF THE CITY OF RENSSELAER IN THE AMOUNT OF \$20,000.00.

WHEREAS, the City of Rensselaer has heretofore authorized the issuance of a Bond Anticipation note or notes in the amount of \$25,000.00 for the purpose of paying the cost of resurfacing and repairing portions of various streets, per resolution number 19 dated May 5, 1965, and

WHEREAS, the City of Rensselaer has heretofore issued a Bond Anticipation Note in the amount of \$25,000.00 to mature May 10, 1966, and

WHEREAS, a portion of the principal of \$25,000.00 Bond Anticipation note has been redeemed, namely Five Thousand Dollars (\$5,000.00) from a source other than the proceeds of the bonds, and

WHEREAS, the Common Council of the City of Rensselaer desires to provide the issuance of a bond anticipation note in the amount of \$20,000.00 in anticipation of the sale of said bonds, and therefore

BE IT RESOLVED, BY the Common Council of the City of Rensselaer, as follows,

SECTION 1. A bond anticipation note in the amount of \$20,000.00 shall be issued by the City of Rensselaer for the purpose aforesaid in anticipation of the sale of serial bonds of the City in the amount of \$20,000.00 authorized by resolution number 19, adopted by the Common Council at a meeting May 5, 1965 entitled: "Resolution Dated May 5, 1965 authorizing the Issuance of \$25,000.00 Serial Bonds of the City of Rensselaer for the Purpose of paying the cost of Resurfacing and repairing portions of Seventh Street, Birch Street, Pine Street, Glen Street, Mann Avenue and City Parking Lot! Said note or notes are not issued in anticipation of bonds for an assessment. No notes have previously issued in anticipation of the sale of said bonds, the note or notes herein being an original obligation.

SECTION 2. The note or notes authorized shall be dated and shall mature at such time as the Treasurer of the City shall determine but its maturity shall not be more than one year after its date.

SECTION 3. The notes hereby authorized shall be executed in the name of the City by the Mayor and Treasurer, shall be attested by the City Clerk and shall be sealed with the seal of the City. The note or notes shall be in such form as the Treasurer shall determine.

SECTION 4. The Treasurer of the City is hereby authorized and directed to proceed with the sale of said note or notes at private sale for noteless than par at accrued interest at a rate not exceeding five per centum (5%) per annum, at such time as the Treasurer is hereby authorized to determine all matters in relation to said note or notes not specifically determined by said resolution.

SECTION 5. The faith and credit of said city are hereby pledged for the punctual payment of the principal of and interest on said bond anticipation note or notes. Said bond anticipation note or notes shall be paid from the proceeds of the sale of the bonds in anticipation of which they are issued or may be redeemed as provided by the Local Finance Law of the State of New York.

SECTION 6. Pursuant to Section 165-B of the Local Finance Law, the proceeds of such Bond Anticipation note or notes need not be deposited in a special account but may be comingled with other funds of the issuer in a bank or trust company located and authorized to do business in this State. The proceeds of such bond anticipation note may be deposited in or to the Improvement Fund of the City of Rensselaer in the National Commercial Bank & Trust Company of Albany.

SECTION 7. This resolution shall be dated May 4, 1966 and shall take effect immediately.

Approved as to form and sufficiency

James S. Miller
COUNSEL

Dated: May 4, 1966

	AYES	NOES
IRWIN STEWART	✓	
HAROLD BULLENT	✓	

BY ALDERMAN BUONO :

#24
At a regular meeting of the Board of Alderman in Common Council convened of the City of Rensselaer, State of New York, held at Common Council Chambers, City Hall, Rensselaer, New York, on May 4th, 1966, Alderman Stephen Buono offered the following resolution:

RESOLVED, that the Common Council of the City of Rensselaer of the State of New York hereby elects to participate as a participating employer in the State Employees Health Insurance Plan and to include in such plan its officers and employees (and retired officers and employees), subject to and in accordance with the provisions of Article XI of the Civil Service Law and the Regulations governing the State Health Insurance Plan, as presently existing or hereafter amended, together with such provisions of the insurance contracts as may be approved by the President of the Civil Service Commission and any administrative rule or directive governing the plan.

Dated: May 4, 1966
Rensselaer, New York

2nd by Leakey

Approved as to form and sufficiency this 4TH day of May, 1966.

James S. Miller
CORPORATION 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	10	

CERTIFICATION OF THE CITY CLERK

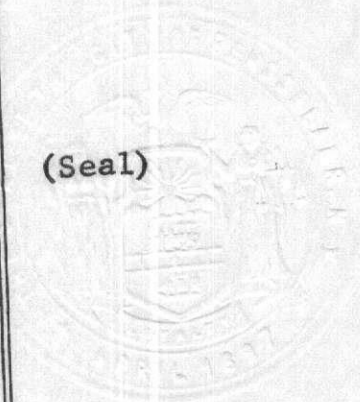
STATE OF NEW YORK :
COUNTY OF RENSSELAER: SS.:
CITY OF RENSSELAER :

I, HARRY BEAUDIN, Clerk of the Common Council of the City of Rensselaer of the State of New York, do hereby certify that I have compared the annexed resolution with the original resolution passed by such Common Council, at a legally convened regular meeting held on the 4TH day of May, 1966, on file as part of the minutes of such meeting, and that the same is a true copy thereof and the whole of such original. I further certify that said Common Council has appropriated not more than the sum of Fifteen Thousand (\$15,000.00) Dollars for the purpose of paying the employer's costs including administrative charges levied by and payable to the State of New York on account of the coverage of such officers and employees (and retired officers and employees) and their dependents in the plan.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Rensselaer on this 4TH day of May, 1966.

Harry N. Beaudin Jr.

(Seal)



#27

BY ALDERMAN Buono :

RESOLVED, that the Commissioner of Water be and he hereby is authorized and directed to install a four-inch water line from the existing line on Woodland Avenue to the existing line on Lakeview Avenue, under land now owned by the City between such streets, and a four-inch line from Elmhurst Avenue north to the six-inch water line on Highland Avenue.

Dated: May 4, 1966
Rensselaer, New York

Madley Lithgow

Approved as to form and sufficiency this 4th day of May, 1966.

James J. Miller
CORPORATION 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	10	

#28

BY ALDERMAN BUONO:

WHEREAS, this Council heretofore authorized the Mayor to make application, jointly on behalf of the City of Rensselaer with the Town of East Greenbush, for a comprehensive sewerage study and funds to cover same from the State of New York, and also heretofore authorized J. Kenneth Fraser Associates to prepare said application as engineers, and

WHEREAS, the State of New York, has now submitted a proposed contract between it and the City of Rensselaer and the Town of East Greenbush for a comprehensive sewerage studies and reports project,

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor be and he hereby is authorized and directed to executed and deliver to the State of New York, on behalf of the City of Rensselaer, a contract for the comprehensive sewerage studies and reports project between the New York State Department of Health, the City of Rensselaer, the Town of East Greenbush, and the engineering consultants of both municipalities, a copy of which said contract is annexed hereto and made a part hereof as if herein fully set forth.

Dated: Rensselaer, New York
May 4, 1966

Approved as to form and sufficiency
this 4th day of May, 1966.

James S. Miller
CORPORATION 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	10	

Comprehensive Sewerage Studies and Reports Project
State Grant Contract
between
NEW YORK STATE DEPARTMENT OF HEALTH
and
APPLICANT
and
ENGINEERING CONSULTANT
WPC-CS-109

This agreement made this 18th day of April, 1966 by and between the PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as the "STATE"), acting by and through the Commissioner of Health, (hereinafter referred to as the "COMMISSIONER"), the City of Rensselaer and the Town of East Greenbush (hereinafter referred to as the "APPLICANT"), and J. Kenneth Fraser Associates and Myrick and Chevalier, Consulting Engineers, having offices at 516 Washington Avenue, Rensselaer, New York (hereinafter referred to as the "ENGINEERS").

WHEREAS, pursuant to Article 12, Section 1263-a of the Public Health Law, an application has been made to the STATE for a grant to cover the full cost of a comprehensive sewerage study and report project, more particularly described in Schedule "A" hereto annexed and made a part hereof and hereinafter referred to as the Project.

WHEREAS, the APPLICANT has approved the area and scope of the project as meeting local needs and objectives, and

WHEREAS, the APPLICANT has selected the ENGINEERS to perform the necessary consulting engineering services for such project, and

WHEREAS, the ENGINEERS are licensed to practice professional engineering in New York, and

WHEREAS, the ENGINEERS have had prior experience which reflects a particular competency in the sewage works field, and

WHEREAS, the COMMISSIONER has reviewed the qualifications of the ENGINEERS and finds them satisfactory, and

WHEREAS, the COMMISSIONER has reviewed the area to be studied and has approved same as meeting the objectives of the STATE, and

WHEREAS, the COMMISSIONER has reviewed the scope of the project

WHEREAS, the COMMISSIONER has qualified the APPLICANT to apply for a state grant,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the STATE, the APPLICANT, and ENGINEERS do hereby agree as follows:

PART I SCOPE OF WORK

1. The ENGINEERS will carry out and complete the project as defined and described in Schedule "A", attached hereto and made a part hereof.
2. The ENGINEERS in carrying out and completing the project shall comply with all the provisions of Section 1263-a, Article 12, Public Health Law, and all the provisions of the Administrative Rules and Regulations promulgated by the State Commissioner of Health effective July 16, 1962, or approved amendments thereto, and entitled, "Part 44 - LIMITATIONS UNDER WHICH STATE AID WILL BE MADE AVAILABLE TO MUNICIPALITIES FOR COMPREHENSIVE STUDIES AND REPORTS IN RELATION TO PLANNING FOR COLLECTION, TREATMENT, AND DISPOSAL OF SEWAGE" so far as such provisions apply to and impose responsibilities upon the ENGINEERS and with particular reference to the requirements concerning the items which must be covered by and included in such project.
3. It is the intent of this Contract to secure the services of the ENGINEERS. No work under this Contract shall be done, except as outlined in Schedule A, by persons not in the regular employ of the ENGINEERS without the written consent of the COMMISSIONER and APPLICANT. The basis for compensation for all work subcontracted shall be approved by the COMMISSIONER in writing before any such Contract work is undertaken.

PART II STATUS

1. The parties hereto recognize that in the performance of this Contract, the greatest benefits will be derived by protecting the interest of all parties and each of the parties does, therefore, enter into this Contract

2. ENGINEERS shall work closely with the APPLICANT and the COMMISSIONER, and shall, by progress reports, submitted monthly to the APPLICANT and the COMMISSIONER through the Rensselaer County Health Department, keep them informed at all times concerning work to be undertaken, the status of work in progress, and the work brought to completion, monthly.

3. ENGINEERS shall coordinate the study with any studies in progress or studies previously completed pursuant to Part V of Article V of the Conservation Law or similar studies carried out by Federal, State or other municipal agencies.

4. ENGINEERS shall render competent professional engineering services to the APPLICANT, subject to state regulations, specifications, and final approval.

5. The APPLICANT and the STATE shall have the right to examine any and all accounts, including fiscal records, of the ENGINEERS which pertain to his conduct of the study and report accomplished hereunder.

PART III DATA

1. All technical data in regard to the project whether (a) in the office of the COMMISSIONER, or (b) in the office of the APPLICANT, or (c) existing in the office of the ENGINEERS shall be made available to the other parties to this Contract without expense to such other party, as the case may be.

2. At the time of completion of the work, the ENGINEERS shall make available to the APPLICANT, on request, duplicates of all survey notes, computations, maps, tracings and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the APPLICANT; provided also that copies of all such material be made available, upon request, to the COMMISSIONER.

3. Such data shall be kept in the office of the ENGINEERS for use of the APPLICANT or COMMISSIONER when requested.

2. Failure to deliver the completed report in its final form to the STATE and the APPLICANT, within the time specified for completion of the services contracted for under this agreement, or approved amendments thereto, will be taken as sufficient reason for not approving Contracts with the ENGINEERS for future comprehensive sewerage studies and report projects under Title IX of Article 12 of the Public Health Law.

PART V PAYMENT

1. Provisions for Payment Subject to completion and approval of all work under this agreement, and subject to the conditions specified under PART VI STATE GRANT, and subject to receipt of the money from the STATE, the APPLICANT shall pay to the ENGINEERS and the ENGINEERS agree to accept as full compensation therefore, the sum, not to exceed, eighty-one thousand, three hundred and fifty-nine dollars (\$81,359.00).

The foregoing is itemized and detailed in Schedule "A" attached hereto and made a part hereof.

2. Total Payment Total payment to ENGINEERS under this agreement shall in no event exceed \$81,359.00 unless such amount is increased pursuant to a duly executed written supplemental agreement therefore;

3. Retained Percentage The STATE shall retain ten (10) per cent of the amounts due under this agreement, conditioned upon the faithful performance of all the terms and provisions of this agreement.

4. Partial Payment Payments shall be made monthly on account by the APPLICANT to the ENGINEERS within fifteen (15) days after the receipt of the funds therefore from the STATE as provided in PART VI. Such payments shall be in amounts determined by audit by the APPLICANT of the ENGINEERS' claim for services, based upon work completed, and shall not exceed the cost of such work less ten (10) percentum.

5. Final Payment Final payment, including retained amounts,

PART VI STATE GRANT

1. The STATE will pay to the APPLICANT all the costs for services rendered under this agreement subject to the following:

2. The APPLICANT shall submit to the STATE monthly on form of vouchers approved by the STATE, a claim for the cost of the work completed, based on the work completed and for which a progress report has been submitted. The voucher for final payment shall not be submitted until the ENGINEERS' final report on the comprehensive study has been submitted to and approved by the APPLICANT as in satisfactory fulfillment of the Contract.

3. The COMMISSIONER, after determining that the work has progressed to the extent claimed by the ENGINEERS, shall certify the APPLICANT'S claim to the State Comptroller, and after audit and upon warrant of the Comptroller, the STATE will pay to the APPLICANT an amount equal to the cost of the work performed, less ten (10) percentum.

4. The COMMISSIONER, after approving the project, shall certify the APPLICANT'S claim for final payment, including retained percentages, to the State Comptroller, and after audit and upon warrant of the Comptroller, the STATE will make final payment to the APPLICANT.

5. Moneys received by the APPLICANT pursuant to this agreement shall be expended only as stipulated in the agreement.

PART VII INDEPENDENT CONTRACTOR

The ENGINEERS, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves consistent with such status, that they or their employees or agents will neither hold themselves out as nor claim to be officers or employees of the STATE or APPLICANT by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE or APPLICANT including, but not limited to, workmen's compensation coverage, unemployment insurance benefits,

knowledge and character necessary to qualify them individually for the particular duties they perform. It is expressly understood and agreed that ENGINEERS shall indemnify and save harmless the STATE and the APPLICANT from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of ENGINEERS under this agreement and such indemnity shall not be limited by reason of enumeration of any insurance coverage provided therefore. Negligent performance of services within the meaning of this paragraph shall include, in addition to negligence founded upon tort, negligence based upon ENGINEERS failure to meet professional standards and resulting in obvious or patent errors in the progress of their work. Nothing in this paragraph or in this agreement shall create or give to third parties any claim or right of action against ENGINEERS, or the STATE or the APPLICANT beyond such as may legally exist irrespective of the provisions of this agreement.

PART VIII GENERAL

1. It is understood by and between the parties hereto that this agreement shall be deemed executory only to the extent of the moneys available to the STATE and APPLICANT under the provisions of Section 1263-a, Article 12, Public Health Law, and the appropriations provided by the legislature and no liability on account thereof shall be incurred to the APPLICANT or STATE beyond moneys so available for the purpose thereof.

2. This agreement shall be void and of no effect unless throughout the life of the contract the ENGINEERS shall secure compensation insurance for the benefit of such employees as are by law required to be insured by provisions of Chapter 41 of the Laws of 1914, and acts amendatory thereto known as the Workmen's Compensation Law.

3. The ENGINEERS shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or the right, title, or interest therein or the power to execute such Contract to any other person, company,

Contract had with the STATE, any political subdivision thereof, a public authority, or with any public department, agency, or official of the STATE or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or Contract,

a. Such person and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contracts with New York State or any public department, agency, or official thereof, or with any municipal corporation or fire district, or any public department, agency, or official thereof, for goods, work, or services, for a period of five years after such refusal, and

b. Any and all Contracts made with the State of New York or any municipal corporation or fire district, or any public department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer, may be cancelled or terminated by New York State, the municipal corporation or fire district, without incurring any penalty or damages on account of such cancellation or termination, by any moneys owing by the State of New York, the municipal corporation or fire district, for goods delivered or work done prior to the cancellation or termination shall be paid.

5. During the performance of this Contract, the ENGINEERS (the contractor) hereby agree as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

b. The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) (hereinafter called "non-

clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

- e. The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- d. The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- e. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- f. This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future Contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

The Applicant and Engineers agree that they will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground or race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant or Engineers receive Federal financial assistance from the Department through the Commissioner of Health, and hereby give assurance that they will immediately take any measures necessary to effectuate this agreement. The Applicant and Engineers have completed "Assurance of Compliance with the Department of Health, Education and Welfare Regulation under Title VI of the Civil Rights Act of 1964" (HEW Form No. 441), and filed this form with the New York State Department of Health.

6. ENGINEERS specifically agree as required by the Labor Law, Sections 220 and 220-d as amended that:

The execution of this agreement by the ENGINEERS bind them to the following specific agreements required by law:

- a. No laborer, workman or mechanic in the employ of the ENGINEERS, or other person doing or contracting to do the whole or any part of the work included in this agreement shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in the emergencies set forth in the Labor Law;
- b. The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law;
- c. The minimum hourly rate of wages to be paid shall be not less than that designated by the industrial commissioner.

7. In case of the death or disability of one or more but not all the persons herein referred to as ENGINEERS, the rights and duties of ENGINEERS shall devolve upon the survivor or survivors of them, who shall be obligated to perform the services required under this agreement, and the APPLICANT shall make all payments due to him or them, as provided in PART V.

In case of the death or disability of all the persons herein referred to as ENGINEERS, all data and records pertaining to the work and services

PART IX EFFECTIVE DATE

This agreement shall become effective upon approval of an executed copy of the same by the Attorney General and State Comptroller.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(1) THE PEOPLE OF THE STATE OF NEW YORK

Granville W. Larimore, M. D.
1st Deputy Commissioner
New York State Department of Health

and

(2) THE APPLICANT

FOR AND IN BEHALF OF:

City of Rensselaer
(Name of Municipality)

(Signature of Authorized
Official and Title) - Mayor

Town of East Greenbush
(Name of Municipality)

(Signature of Authorized
Official and Title) - Supervisor

(3) THE ENGINEERS

J. Kenneth Fraser Associates, Consulting Engineers
(Name of Person, Firm, Engineer, etc.)

by: _____
(Name and Title)

Myrick and Chevalier, Consulting Engineers
(Name of Person, Firm, Engineer, etc.)

STATE OF NEW YORK)
CITY OF ALBANY) ss.
COUNTY OF ALBANY)

On the _____ day of _____, 1966, before me personally came _____, to me known and known to me to be the same person who executed the foregoing agreement for and on behalf of the State of New York, a political subdivision of the United States of America, and who, being by me duly sworn, did depose and say, that he resides in the County of Albany, State of New York, and that he is the Deputy Commissioner of Health of the State of New York, and that he executed the foregoing instrument for and on behalf of the State of New York by virtue of the authority in him vested as such Deputy Commissioner of the Department of Health of said State.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss.

On the _____ day of _____, 1966, before me personally came _____, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of Rensselaer and that he executed the foregoing instrument for and on behalf of the City of Rensselaer by virtue of the authority vested in him as Mayor of said City, and by and pursuant to a Resolution of the City Council of said City.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss.

On the _____ day of _____, 1966, before me personally came _____, to me known, who, being by me duly sworn did depose and say, that he resides in the Town of East Greenbush, that he is the Supervisor of the Town of East Greenbush, and that he executed the foregoing instrument for and on behalf of the Town of East Greenbush by virtue of the authority vested in him as Supervisor of said Town, and by and pursuant to a Resolution of the Town Board of said Town, a copy of which is attached hereto.

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss.

On the day of , 1966, before me, the Subscriber,
personally appeared , to me known and known
to me to be the person named in and who executed the foregoing instrument, and
he has duly acknowledged to me that he has executed the same.

Notary Public

SCHEDULE "A"

To Accompany Contract for Comprehensive Sewerage Study
WPC-CS-109

I STUDY AREA

The area to be studied under the terms of this Contract consists of the City of Rensselaer and the drainage area of Mill Creek within the Town of East Greenbush. Consideration shall also be given to areas outside the study area which could logically be sewered through the area under study. The area to be studied and those to be considered which are outside the study area are indicated on the attached map marked Exhibit 1.

II PROJECT AREA

The Engineer shall develop one or more project areas where an immediate need for the collection, treatment and disposal of sewage is evident and develop therein recommendations for immediate and long range considerations. However, the entire study area must always be considered and projects developed consistent with the study area needs.

III SCOPE OF WORK

A) Mapping: Existing maps shall be used for general topographic features. The Engineer shall perform such field checking and securing of topographic data as he determines as being necessary for the successful completion of the study and report under this program. No profiles shall be made of streets in which minimum size lateral and sub-trunk sewers are proposed without prior approval of the Commissioner. No bench mark surveys shall be made.

B) Field Investigations: The Engineer shall assemble and evaluate all existing and available information and data, including plans, cost estimates and

Field investigations shall also include the location and evaluation of major domestic and industrial waste water outlets; existing and future land use and population growth; the receiving waters, including classification, best usage of the waters and degree of treatment required. Such other field investigations as are necessary for the prompt and efficient completion of this Contract shall be made by the Engineer.

C) Studies and Report: All studies and recommendations shall take into account established or proposed classifications of the receiving waters and will include, but not limited to the following:

1) Only those alternate solutions which propose discharge of treatment plant effluent directly to the Hudson River shall be studied under this contract.

Alternate solutions for this study will include but not be limited to the following:

1a. A collection system and treatment facilities to serve the entire study area.

1b. A pumping station and force main to deliver the wastes from the study area to the proposed Albany treatment facilities.

2a. Full utilization or expansion of the existing East Greenbush treatment facilities or new facilities to serve all areas which are feasibly tributary to this plant.

2b. A collection system and treatment facilities to serve the city of Rensselaer.

3. A joint facility to serve the Third Avenue area and parts of North Greenbush together with the city of Rensselaer.

2) Each proposed solution shall be accompanied by basic data and information, including, but not limited to; reliable estimates of quantity and characteristic of existing and future sewage and industrial wastes; estimate of effect of proposed waste water discharges on the receiving waters; rational estimates of existing and future population of the area projected for a minimum of five decades in the future; rational estimates of the volume, type, character and strength of industrial

or sites, preliminary layout plan showing location, type, size and capacity of proposed treatment plant structures and effluent outfalls; and a description accompanied by adequate illustrations to show how the sewage collection and treatment facilities may be economically altered or enlarged to serve future areas and additional populations.

3) For each feasible alternate solution developed as a result of the comprehensive study of the problem of providing for collection, treatment and disposal of sewage and wastes within the study area, an estimate of the capital costs of construction, including costs of land acquisition and rights-of-way, engineering, legal and other services an outline of the proposed method of financing; an estimate of the annual cost for operation and maintenance of the proposed facilities; the estimate of annual cost of operation and maintenance and the average annual cost to the residents for selected years during the life of the indebtedness. The methods to apportion the annual charges shall be included.

3a. Construction cost estimates will be based on generalized unit prices derived from experience in similar work and not on preliminary design.

4) The Engineer's recommendation as to the best and most economical solution for the collection, treatment and disposal of sewage and wastes within the area shall be accompanied by an estimate of the annual cost for amortization of indebtedness which would be required to finance construction of the project.

5) The financial analysis shall be in sufficient detail to enable the Applicant to develop an adequate plan for financing.

D) Subsurface Investigations: The Engineers shall collect and evaluate all existing and readily available subsurface data. Additional subsurface information, required by the Engineers, shall be

by written agreement with the Engineer subject to approval by the State and the Applicant. The Engineers must fully justify the proposed compensation or bases for such compensation.

V PARTIAL PAYMENTS

Notwithstanding the conditions of Part V "Payment" the Part VI-"State Grant" of this contract, no partial payment will be made to the account of the Engineers when the value of the work completed during the period for which the partial payment is requested is less than one thousand dollars (\$1,000.00).

VI GENERAL

During the conduct of the study to be made under the terms of this Contract, the Engineer shall take into account any populated areas outside the study area as indicated in Section I, "Study Area," which are immediately adjacent to the project areas as developed hereunder and which logically should be sewered into the project areas.

Certain communities within the study areas have existing facilities. In making studies within these areas, only those facilities which are affected by recommendations made hereunder shall be studied. For purposes of this project, all proposed water pollution control projects having received a Grant Offer under the terms of Public Law 660 of the 84th Congress as amended or the Accelerated Public Works Act shall be considered as existing.

VII SOIL STUDY

The Engineers shall consult with the United States Soil Conservation Service, the Rensselaer County Health Department, and other municipal agencies having technical knowledge of soil classifications or conditions within the study area. Based on the information so obtained, the Engineers shall include in the report general recommendation as to the suitability of subsurface disposal of sewage in the Study Area beyond the limits of the project area as defined herein, until the

in length which illustrates the Study Area, briefly reviews the purpose of the report, the findings and recommendations. Prior to printing of the completed report and summary thereof, the Engineers shall discuss with the Applicant and the State Health Department, Local Public Health Engineer and the Bureau of Water Resource Services, the details of the report and summary.

IX PROJECT COST

The cost for each phase of the scope of the work is as follows:

A. Mapping	- Lump Sum	\$ 6,516.00
B. Field Investigation	- Lump Sum	26,631.00
C. Studies and Reports	- Lump Sum	<u>40,422.00</u>
Total - Lump Sum for Engineering Report		\$ 73,569.00
D. Subsurface Investigation	- not to exceed	6,800.00
E. Laboratory Analyses	- not to exceed	<u>990.00</u>
Total - Items D & E		\$ 7,790.00
Total - Contract Price		\$ 81,359.00

The following is an estimated breakdown by classification and man hours in substantiation of the above lump sum amounts.

<u>Personnel</u>	<u>Rate</u>	<u>Man Days</u>	<u>Salary Cost</u>
A. Mapping			
Principal	\$48	9	\$ 432
Senior Engineer	40	12	480
Assistant Engineer	36	--	---
Junior Engineer	32	47	1,504
Sub-Professional	24	20	<u>480</u>
Total for Mapping			\$ 2,896
B. Field Investigation			
Principal	\$48	12	576
Senior Engineer	40	27	1,080
Assistant Engineer	36	41	1,476
Junior Engineer	32	155	4,960
Sub-Professional	24	156	<u>3,744</u>
Total for Field Investigation			\$11,836
C. Studies and Reports			
Principal	\$48	85½	\$ 4,104
Senior Engineer	40	107	4,280
Assistant Engineer	36	60	2,160
Junior Engineer	32	117	3,744
Sub-Professional	24	101	<u>2,424</u>
Total for Studies and Report			\$16,712
Total Salaries	\$ 31,444		
Overhead and Profit	39,305		
Out-of-Pocket Expenses	2,820		
Services by others :	<u>7,790</u>		
TOTAL COST OF STUDY	\$ 81,359		

X PUBLIC INFORMATION MEETING

1. Following the completion of the study and the approval of the report by the COMMISSIONER, the APPLICANT and the ENGINEERS, shall jointly arrange for and conduct a public information meeting at which the study findings and recommendations are presented. Public notice of the time, date and place of the information meeting shall be given at least 15 days prior to the date of the meeting and the meeting shall be conducted at a location which is reasonably convenient for all residents of the study area.
2. All costs attributable to the public information meeting shall be borne by the APPLICANT.
3. The Applicant agrees to assume complete responsibility for the conduct of the meeting so as to hold the State of New York free of any and all liabilities or claims which may arise out of the conduct of the meeting.