

CITY OF RENSSELAER
 IN
 COMMON COUNCIL
 WEDNESDAY EVENING
 REGULAR MEETING

Wednesday - October 2, 1957

THE Council convened at 8:30 O'clock P. M. and was called to order by Pres. Distell.

The roll being called the following answered to their names:

Pres. Distell

Alderman Fedigan ✓
 Hoogkamp ✓
 Dehen *Lithgow* ✓
 Buono ✓

Alderman Halloran
 Stewart ✓
 Ratcliffe ✓
 Reimann ✓
 Pratt ✓
Leahey ✓

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

COMMUNICATIONS FROM THE MAYOR
 HEADS OF THE DEPARTMENTS AND CITY OFFICES

THE Clerk report that the Mayor had approved of all resolutions passed at the last meeting of the Board.

TREASURER'S REPORT

Alderman Pratt moved it be received and filed

PRESENTATION OF PETITIONS
 REMONSTRANCES AND COMMUNICATIONS

PRESENTATION OF ACCOUNTS

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

REPORT OF COMMITTEE

Alderman Pratt moved that a scroll be signed by members of Common Council and sent to the family of the late Wm. Holleran.

	AYES	NOES
JOSEPH T. DISTELL		
LAWRENCE FEDIGAN	✓	
WILLIAM HOOCKAMP	✓	
<i>Lithgow</i> STEPHEN BUONO	✓	
<i>Parrell</i> IRWIN STEWART	✓	
EDWARD RATCLIFFE	✓	
DONALD LEAHEY	✓	
WALTER S. PRATT	✓	
TOTAL		

✓ *Alderman Pratt moved that a committee of Alderman Buono, Stewart, & Parrell tabulate bills and report back in ten minutes*

Frank J. Peacy

#103

CAPITAL NOTE RESOLUTION OF OCTOBER 2, 1957
AUTHORIZING ISSUANCE AND SALE OF CAPITAL NOTE
OR NOTES OF THE CITY OF RENSSELAER, NEW YORK
IN THE AMOUNT OF \$1000.00 TO DEFRAY THE COST
OF RESURFACING TENNIS COURT AT COYNE FIELD.

BY ALDERMAN PRATT:

RESOLVED, this 2nd day of October, 1957, by the Common Council of the City of Rensselaer, New York, as follows:

Section 1: For the purpose of providing funds to defray part of the cost of resurfacing tennis Courts at Coyne Field heretofore authorized to be performed by the Common Council, a Capital Note or Notes in the amount of \$1000.00 shall be issued by the City of Rensselaer, New York pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2: The maximum cost of the resurfacing such Tennis Courts to provide funds for which the said Capital Note shall be issued is estimated to be the sum of \$1200.00; and the plan for financing such cost consists of the issuance and sale of the said Note or notes in the amount of \$1000.00 with the balance of such cost to be paid from current budget appropriations and charged to item 270-M of the Budget for the current fiscal year in which item there is now an unexpended balance.

Section 3: It is hereby determined that the purpose for which said note or notes is to be issued to wit, to defray the cost of resurfacing Tennis Courts at Coyne Field, falls within Section 11 paragraph (a) subsection 19 (original improvement of a recreational area) of the Local Finance Law and that the period of probable usefulness of such purpose is ten years.

Section 4: The City Treasurer is hereby authorized and directed to sell said note or notes at such time or times and in such denominations as he shall determine, at either public or private sale. The City Treasurer is further authorized to determine consistently with the Local Finance Law and the Terms of this Resolution, the date, maturity, denomination, form and all other matters in connection with said note or notes not herein specifically determined.

Section 5: Said note shall be executed in the name of the City by the Mayor and the City Treasurer and shall bear the corporate seal of the City.

Section 6: The full faith and credit of the City of Rensselaer shall be and are hereby pledged for the punctual payment of the principal of and interest on said note and an amount sufficient to pay the principal of and interest on such note shall be included in the annual budget and levied as a part of the taxes for the fiscal year in which each such note matures.

Section 7: Pursuant to Section 165-B of the Local Finance Law the proceeds of such Capital Note or notes need not be deposited in a special account but may be commingled 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 Capital Note or Notes may be deposited to the Improvement fund of the City of Rensselaer, New York in the National Commercial Bank and Trust Company of Albany.

Section 8: This resolution shall be dated October 2, 1957 and shall take effect immediately.

Dated at Rensselaer, New York
this 2nd day of October, 1957.

Approved as to form and sufficiency
this 2nd day of October 1957.

James S. Miller
Corporation Counsel

	AYES	NOES
JOSEPH T. DISTELL		
LAWRENCE FEDIGAN	✓	
WILLIAM HOOBKAMP	✓	
<i>Lithgow</i>	✓	
STEPHEN BUONO	✓	
<i>Parrell</i>	✓	
IRWIN STEWART	✓	
EDWARD RATCLIFFE	✓	
DONALD LEAHEY	✓	
WALTER S. PRATT	✓	
TOTAL		

We, the undersigned Committee, heretofore appointed to tabulate bids for the installation of a new boiler and removal of old boiler and blowers in fire truck room; installation of fin radiation to replace blowers and installation of 32 gallon glass line electric water heater completely wired at the Mink Firehouse (Pumper #2) B'way, Rensselaer, N. Y. , do hereby report that the following bids were received.

<u>Bidder</u>	<u>Amount</u>
Henry J. Koord & Son 263 Hudson Ave Albany, N.Y.	\$ 4,100.00
Mullally Bros. 359-361 So. Pearl St. Albany, N.Y.	\$ 4,051.00
A. J. Eckert Co. Inc 102 Central Ave Albany, N.Y.	\$ 3,565.00

We, therefore report that the bid of the A. J. Eckert Co. Inc. was the lowest responsible bid for the type of work to be done and believed to be able to do the work to the best advantage and saving to the City, and after a careful search we respectfully urge that the contract be awarded to said corporation for the sum of \$3,565.00 and that the Mayor be and he hereby is authorized and directed to enter into a contract with the A. J. Eckert Co. Inc. for the purpose of work to be done at Mink's firehouse, after approval thereof by the Corporation Counsel.

October 2, 1957
Aldermen
Stewart

- JOSEPH T. DISTELL
- LAWRENCE FEDIGAN
- WILLIAM HOOGKAMP
- Lithyan
- STEPHEN BUONO
- Farrell
- IRWIN STEWART
- EDWARD RATCLIFFE
- DONALD LEAHEY
- WALTER S. PRATT
- TOTAL

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

Committee
 Frank J. Healey
 James J. Milla
 Stephen P. Buono
 Irwin Stewart
 Bernard Farrell

moved for the adoption 2nd

Alderman *Pratt* moved ~~tha~~ all bills and payrolls be referred to the auditing committee.
 The City Clerk reports that the City Bills and Payrolls audited by the Committee amounted to City Bills \$6,635.80, Water Bills \$1,147.76, Water Dept Payroll \$754.43 and Street Dept Payroll \$5,952.79.

Alderman *Pratt* moved that all bills and payrolls be paid. *in Stewart*

	AYES	NOES
JOSEPH T. DISTELL		
LAWRENCE FEDIGAN	✓	
WILLIAM HOOKKAMP	✓	
<i>Lithgow</i> STEPHEN BUONO	✓	
<i>Farrell</i> IRWIN STEWART	✓	
EDWARD RATCLIFFE	✓	
DONALD LEAHEY	✓	
WALTER S. PRATT	✓	
TOTAL		

57 B. Sheber & Sons Inc.
 58 Callaghan & Co.
 59 The Press Co. Inc.
 60 Niagara Mohawk Power Corp.
 61 Niagara Mohawk Power Corp.
 62 The Davey Tree Expert Co.
 63 Morgan Linen Co. Inc.
 64 The Davey Tree Expert Co.
 65 Frank J. Deacy
 66 Albany Times Union
 67 Hickey & Connolly
 68 State Equipment Co. Inc.
 69 Lester J. Parker
 70 Dillon Photography
 71 New York Telephone Co.
 72 Helen F. Hedrick
 73 George Krauss
 74 Austin E. Riley & Son
 75 W. L. Coughtry Co.
 76 Wm. S. Neudorf
 77 Johnson Press.
 78 Johnson Press.
 79 Johnson Press
 80 Johnson Press
 81 Johnson Press.
 82 Lang Stamp Works Inc.
 83 Lang Stamp Works Inc.
 84 Contractors Sales Co. Inc.
 85 The Callanan Rd Improvement Co.
 86 Gulf Oil Corp.
 87 Gulf Oil Corp.
 88 Albany-Renss Paint & Glass Co.
 89 Burns Pharmacy
 90 Peter McCabe Inc.
 91 Peter McCabe Inc.
 92 Carmelo Gregoli
 93 L. Van Dyk Hardware
 94 Tech Supply Co.
 95 Atlantic Tug & Equipment Co. Inc.
 96 Tech Supply Co.
 97 R. B. Wing & Son Corp.
 98 R. B. Wing & Son Corp.
 99 R. B. Wing & Son Corp.
 100 Thorpe Electric Supply Inc.
 101 Thorpe Electric Supply Inc.
 102 Thorpe Electric Supply Inc.
 103 Thorpe Electric Supply Inc.
 104 Mr. Fred S. Bullent
 105 Edward Thompson Co.
 106 Edward Thompson Co.
 107 Albertus Poole
 108 Charles Helmuth
 109 Elbert H. Phillips
 110 The Gamewell Co.

Repairs 17.00
 Supplies 20.00
 Advertising 13.64
 Service 246.58
 Service 2969.91
 Service 301.00
 Rental of linens 84.25
 Service 350.00
 Milage (Aug) 36.08
 Advertising 60.21
 Insurance 168.01
 Repairs 15.19
 Service 130.00
 Photographs 52.50
 Service 56.05
 Insurance 140.11
 Boots 287.10
 Service & Repairs 50.04
 Prints 1.00
 Supplies 110.49
 Printing 32.00
 " 14.00
 " 24.00
 " 32.00
 " 12.00
 Supplies 7.52
 Repairs & Supplies 15.85
 Supplies 87.62
 Blacktop 512.67
 Gulf Gasoline 93.35
 Gulf Gasoline 83.49
 Repairs 4.26
 Supplies 26.98
 Brick 45.00
 Cowboy Sand 25.63
 Supplies 55.03
 Supplies 121.16
 Extinguisher recharge 3.75
 Service 41.46
 Recharge 6.00
 Repairs 41.63
 " 88.91
 " 44.06
 Supplies 74.01
 " 5.80
 " 7.90
 " 6.24
 Expenses 10.76
 McKinney's Books 9.00
 " 6.00
 Picking Up Hose 2.00
 Picking Up Hose 2.00
 Expenses 7.70
 Supplies 6.86

To be audited Oct 2, 1957

Water Dept.

- 10 L. Van Dyk Hardware
- 11 R. B. Wing & Son Corp.
- 12 Water Works Supply Corp.
- 13 Water Works Supply Corp.
- 14 Water Works Supply Corp.
- 15 Lansing Lumber & Coal Co.
- 16 Eastern Chemicals Inc.
- 17 Dolan Supply Co. Inc.
- 18 Johnson Press.
- 19 Eastern Chemicals Inc.

Supplies	16.18
Yarning irons	4.40
Supplies	55.17
Supplies	42.53
Supplies	18.01
Cement	1.35
Chlorine & Containers	538.13
Supplies	191.36
Envelopes	50.00
Chlorine & Containers	230.63

To be presented Oct 2, 1957

111 Michael Cristo	Service	479.50
112 The Davey Tree Expert Co.	Service	422.00
113 Thomas Burke	Repairs	10.41
114 G. Harold March	Insurance	25.15
115 Washington Ave. Garage	Repairs	65.24
116 Thomas J. Delaney	Service(Acting Judge)	160.00
117 Thomas J. Burke	Repairs	89.20
118 Thomas J. Burke	Repairs	117.00
119 The Press Co. Inc.	Advertising	13.64
120 Paul R. Smith	Picking Up Hose	2.00
121 Albertis Poole	"	2.00
122 Charles Hellmuth	"	2.00
123 Wm. Scully, Jr.	"	2.00
124 Washington Ave Garage	Repairs	15.25
125 Safa Alarm Div. Inc. The Fyr -Fyter Co.	Service	70.20
126 New York Telephone Co.	Service	513.25
127 Raymond V. Irish	Removing rubbish	22.50
128 Albany Times Union	Advertising	255.69
129 Niagara Mohawk Power Corp.	Service	6.36
130 John H. Warden	Supplies	1.50
131 Alfred J. Kaurman	Service	416.66
132 Frank J. Deacy	Milage(Sept.)	32.64
133 The Press Co. Inc.	Legal Advertising	11.88
134 Niagara Mohawk Power Corp.	Service	49.64
135 Niagara Mohawk Power Corp.	Service	283.70
136 Niagara Mohawk Power Corp.	Service	1719.71
137 Niagara Mohawk Power Corp.	"	.75
138 Niagara Mohawk Power Corp.	"	.75
139 Joseph Cleary	Rollin Hose	2.00
140 Leo Michael	"	2.00
141 Louis Dombrosch		8.00
142 Albany Window Cleaning Co. Inc.	Window Cleaning	100.00
143 Elbert H. Phillips	Expenses	4.50
144 City of Renss- Water Dept.	Service	3164.36
145 W. A. Case & Son Mfg. Co.	Supplies	13.21
146 W. L. Coughtry Co.	Supplies	15.60
147 Autobody Supply Co,	Supplies	3.25
148 Elgin Sweeper Co.	Supplies	118.40
149 Safa Alarm Div. Inc.-The Fyr-Fyter Co.	Supplies	70.20
150 Burns Pharmacy	First Aid Kit	15.00
151 Rensselaer Army & Navy Store	Supplies	214.00
152 O. R. Found & Co.	Supplies	20.14
153 Rensselaer Builders Supply	Supplies	44.28
154 Carmelo Gregoli	Kero & Fuel Oil	258.42
155 Premier Steel Co.	Supplies	438.79
156 Premier Steel Co.	"	338.04
157 Lang Stamp Works Inc.	Signs	2.50
158 Premier Steel Co.	Supplies	460.91
159 Premier Steel Co.	Supplies	382.06
160 L. Van Dyk	Supplies	44.88
161 Cornelius J. Nolan	Supplies	489.00
162 Austin E. Riley & Son	Supplies	93.62
163 Austin E. Riley & Son	Supplies	21.55
164 C. L. Summer & Co.	Caps	13.50
165 C. L. Summer & Co.	Cap	4.50
166 C. L. Summer & Co	Caps	13.50
167 C. L. Summer & Co.	Caps	20.75
168 Greens	Supplies	8.80
169 Greens	"	14.40
170 Greens	"	5.79
171 Greens	"	107.73
172 Greens	"	8.00
173 Greens	Supplies	10.20
174 Eastern Chemicals Inc.	Calcium Chloide	22.50
175 Eastern Chemicals Inc.	"	22.50
176 Gulf Oil Corp.	Gasoline	94.57
177 Monroe Calculating Machine Co. Inc.	Monroe Calculator	495.00
178 Collins & Campbell Service Station	Motor Oil	12.00
179 M. G. Stoneman & Son	Bunting Flag	9.50
180 Otis Elevator Co.	Maintenance Ser.(Oct)	15.75
181 Raymond G. Delaney	Insurance	374.21
182 Anthony J. Ringler	Repairs	418.10

183. Abelen Pest Control Service Inc.
184. Delta Steel Co. Inc.
185. Monroe Calculating Machine Co. Inc.
186. Monroe Calculating Machine Co. Inc.

Exterminating 35.00
Supplies 385.00
Maintenance 53.00
" 35.00

Water Dept.

To be presented October 2, 1957

20	New York Telephone Co.	Service	12.11
21	Austin E. Riley & Son	Supplies & Service	33.65
22	O. R. Found Inc.	Supplies	3.40
23	James M. Caird	Examining Water	322.50

By Alderman Pratt:

Whereas, a vacancy exists in the office of Alderman of the Fifth Ward due to the death of Alderman William B. Halleran, now therefore,

Be it Resolved, that this Common Council do and it hereby does appoint Bernard G. Farrell residing at No. 71 Partition Street, Bessetaw, New York to fill the unexpired term of Alderman Halleran as Alderman of the Fifth Ward effective this date upon his taking the required oath and expiring December 31, 1957.

James J. Miller
Corp. Counsel

	AYES	NOES
JOSEPH T. DISTELL		
LAWRENCE FEDIGAN	✓	
WILLIAM HOOKAMP	✓	
Lithem	✓	
STEPHEN BUONO	✓	
IRWIN STEWART	✓	
EDWARD RATCLIFFE	✓	
DONALD LEAHEY	✓	
WALTER S. PRATT	✓	
TOTAL		

BY ALDERMAN PRATT:

WHEREAS, It has pleased Almighty God, through the grace of His inscrutable Wisdom to remove from our midst our dear friend and Co-Worker, William Halleran, and,

WHEREAS, as Alderman of our Council he devoted his time and ability unselfishly and with never a consideration for himself, to the continual advancement of the public interest in the City of Rensselaer; and

WHEREAS, in the death of William Halleran, this council, the Citizens of the Fifth Ward as well as the Citizens of the City of Rensselaer have lost a faithful and loyal friend who during the years of service as a member of this body and for all too brief a time Alderman thereof, by his fidelity and good judgement, by his unfailing humor in trying moments endeared himself to the membership of this body; 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 solace in our conviction that his work in our midst was not in vain; and, be it further

RESOLVED, That we extend to the family of our deceased member, our heartfelt sympathy in their hour of sorrows, hoping they will find comfort in the thought that the Lord deeth all things well; and, be it further

RESOLVED, That copy of this resolution be spread on our minutes and a copy engrossed, to be sent to his family

Signed Joseph T. Distell
President of the Common Council
Lawrence C. Fedigan
Alderman 1st. Ward
Wm. V. Hoogkamp
Alderman 2nd. Ward
William Lithgow
Alderman 3rd. Ward
Stephen P. Buono
Alderman 4th. Ward
Bernard Farrell
Alderman 5th. Ward
Irwin Stewart
Alderman 6th. Ward
Edward R. Ratcliffe
Alderman 7th. Ward
Donald Leahey
Alderman 8th. Ward
Walter S. Pratt
Alderman 9th. Ward

October 2, 1957

Approved as to form and sufficiency

James S. Millea
Corp. Counsel

100

By Alderman Pratt:

Resolved, that the Commissioner of Streets be and he hereby is authorized and directed to install a sewer lateral in front of No. 540 South Street from main sewer to property line.

Oct 2, 1957.

James J. Miller
Corp. Counsel

	AYES	NOES
JOSEPH T. DISTELL		
LAWRENCE FEDIGAN	✓	
WILLIAM HOOSKAMP	✓	
<i>Lithman</i>	✓	
STEPHEN BUONO	✓	
<i>Farrel</i>	✓	
IRWIN STEWART	✓	
EDWARD RATCLIFFE	✓	
DONALD LEAHEY	✓	
WALTER S. PRATT	✓	
TOTAL		

10²
*
CAPITAL NOTE RESOLUTION OF OCTOBER 2, 1957
AUTHORIZING ISSUANCE AND SALE OF CAPITAL NOTE
OR NOTES OF THE CITY OF RENSSELAER, NEW YORK,
IN THE AMOUNT OF \$6000.00 TO DEFRAY THE COST
OF CASE MODEL 320 W BACKHOE-LOADER.

BY ALDERMAN: *H. H. H. H.*

RESOLVED, this second day of October, 1957 by the Common Council of the City of Rensselaer, New York, as follows:

Section 1: For the purpose of providing funds to defray the cost of a Case Model 320 W Industrial Rubber Tired Backhoe loader heretofore authorized to be purchased by the Common Council, a Capital Note or Notes in the amount of \$6000.00 shall be issued by the City of Rensselaer, New York, pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2: The maximum cost of the Case Model 320W Industrial Rubber Tired Backhoe loader to provide funds for which the said Capital Note shall be issued is estimated to be the sum of \$6500.00; and the plan for financing such cost consists of the issuance and sale of the said Note or Notes in the amount of \$6000.00 with the balance of such cost to be paid from current budget appropriations and charged to item 270-M of the Budget for the current fiscal year in which item there is now an unexpended balance.

Section 3: It is hereby determined that the purpose for which said note or notes is to be issued to wit; to defray the cost of a Case Model 320W Industrial Rubber Tired Backhoe-loader, falls within Section 11 paragraph (a) subsection 28 of the Local Finance Law and that the period of probable usefulness of such purpose is five (5) years.

Section 4: The City Treasurer is hereby authorized and directed to sell said note or notes at such time or times and in such denominations as he shall determine, at either public or private sale. The City Treasurer is further authorized to determine consistently with the Local Finance Law and the Terms of this Resolution, the date, maturity, denomination, form and all other matters in connection with said note or notes not herein specifically determined.

Section 5: Said note shall be executed in the name of the City by the Mayor and the City Treasurer and shall bear the corporate seal of the City.

Section 6: The full faith and credit of the City of Rensselaer shall be and are hereby pledged for the punctual payment of the principal of and interest on said note and an amount sufficient to pay the principal of and interest on such note shall be included in the annual budget and levied as a part of the taxes for the fiscal year in which each such note matures.

Section 7: Pursuant to Section 165-B of the Local Finance Law the proceeds of such Capital Note or Notes need not be deposited in a special account but may be commingled 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 Capital Note or Notes may be deposited to the Improvement fund of the City of Rensselaer, New York in the National Commercial Bank and Trust Company of Albany.

Section 8: This resolution shall be dated October 2, 1957 and shall take effect immediately.

Dated at Rensselaer, New York
this 2nd day of October 1957.

Approved as to form and sufficiency
this 2nd day of October 1957.

Corporation Counsel

	AYES	NOES
JOSEPH T. DISTELL		
LAWRENCE FEDIGAN	✓	
WILLIAM HOOBKAMP	✓	
<i>L. H. Hoo</i>	✓	
STEPHEN BUONO	✓	
<i>Harrell</i>	✓	
IRWIN STEWART	✓	
EDWARD RATCLIFFE	✓	
DONALD LEAHEY	✓	
WALTER S. PRATT	✓	
TOTAL		

#103
CAPITAL NOTE RESOLUTION OF OCTOBER 2, 1957
AUTHORIZING ISSUANCE AND SALE OF CAPITAL NOTE
OR NOTES OF THE CITY OF RENSSELAER, NEW YORK
IN THE AMOUNT OF \$1000.00 TO DEFRAY THE COST
OF RESURFACING TENNIS COURT AT COYNE FIELD.

BY ALBERTIAN PRATT:

RESOLVED, this 2nd day of October, 1957, by the Common Council of the City of Rensselaer, New York, as follows:

Section 1: For the purpose of providing funds to defray part of the cost of resurfacing tennis Courts at Coyne Field heretofore authorized to be performed by the Common Council, a Capital Note or Notes in the amount of \$1000.00 shall be issued by the City of Rensselaer, New York pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2: The maximum cost of the resurfacing such Tennis Courts to provide funds for which the said Capital Note shall be issued is estimated to be the sum of \$1200.00; and the plan for financing such cost consists of the issuance and sale of the said Note or notes in the amount of \$1000.00 with the balance of such cost to be paid from current budget appropriations and charged to item 270-N of the Budget for the current fiscal year in which item there is now an unexpended balance.

Section 3: It is hereby determined that the purpose for which said note or notes is to be issued to wit, to defray the cost of resurfacing Tennis Courts at Coyne Field, falls within Section 11 paragraph (a) subsection 19 (original improvement of a recreational area) of the Local Finance Law and that the period of probable usefulness of such purpose is ten years.

Section 4: The City Treasurer is hereby authorized and directed to sell said note or notes at such time or times and in such denominations as he shall determine, at either public or private sale. The City Treasurer is further authorized to determine consistently with the Local Finance Law and the Terms of this Resolution, the date, maturity, denomination, form and all other matters in connection with said note or notes not herein specifically determined.

Section 5: Said note shall be executed in the name of the City by the Mayor and the City Treasurer and shall bear the corporate seal of the City.

Section 6: The full faith and credit of the City of Rensselaer shall be and are hereby pledged for the punctual payment of the principal of and interest on said note and an amount sufficient to pay the principal of and interest on such note shall be included in the annual budget and levied as a part of the taxes for the fiscal year in which each such note matures.

Section 7: Pursuant to Section 165-B of the Local Finance Law the proceeds of such Capital Note or notes need not be deposited in a special account but may be commingled 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 Capital Note or Notes may be deposited to the Improvement fund of the City of Rensselaer, New York in the National Commercial Bank and Trust Company of Albany.

Section 8: This resolution shall be dated October 2, 1957 and shall take effect immediately.

Dated at Rensselaer, New York
this 2nd day of October, 1957.

Approved as to form and sufficiency
this 2nd day of October 1957.

Corporation Counsel

KEEP COOL CALL US

Mullally Bros.

REFRIGERATION CONTRACTORS
FRICK EQUIPMENT
AMMONIA, FREON & AIR CONDITIONING
359-361 SO. PEARL ST.
ALBANY, N. Y.
PHONE: 5-8757 & 62-0813
Oct. ~~XX~~ ^{Sept.} 2, 1957

City Clerk
Rensselaer,
New York

Dear Sir:

This letter will clarify and become part of our proposal of this date for work to be done at the Mink Firehouse 959 Broadway, Rensselaer, New York.

We propose to furnish and install a Bryan steel boiler instead of the cast iron sectional boiler specified. This will have a capacity equal to or greater than the 250-S-7 cast iron boiler. Should you require the installation of a cast iron sectional boiler our price will be increased by \$200.00.

Yours very truly,

MULLALLY BROS.

BY 
MICHAEL J. MULLALLY

PROPOSAL

FOR THE INSTALLATION OF A HEATING SYSTEM

AT HENKS

959 BROADWAY

OF THE

CITY OF BOSTON

INFORMATION FOR BIDDERS AND

ADDENDA TO THE GENERAL SPECIFICATIONS

TO WHOM IT MAY CONCERN:

Take Notice, that I, the City Clerk of the City of Rensselaer will receive sealed proposals at my office in the City Hall located at 505 Broadway until eight (8) o'clock P.M. Eastern Daylight Saving Time, October 2nd, 1957, for the installation of a heating system in the Mink and Glaxton Fire House, 959 Broadway and such incidental work as indicated on the plans, delineated in the specifications or as directed by the Engineer.

Take Further Notice, that each bid submitted must be accompanied by cash, a certified check or draft in an amount equal to five (5) per cent of the amount bid.

Plans, Specifications and Proposal forms may be had in the office of the City Clerk, City Hall, Rensselaer, N.Y. on or after September 25, 1957.

The Common Council reserves the right to reject any or all bids.

Dated: September 25, 1957

JOHN H. WARDEN
City Clerk

INFORMATION FOR BIDDERS

All materials for construction and all construction work shall conform to specifications for materials of construction, in the General Specifications, Department of Public Works, Bureau of Engineering, City of Rensselaer, New York, adopted April 16, 1929 on file in the Bureau of Engineering and the Addenda to the General Specifications attached hereto.

MATERIALS AND LABOR. Wherever in these plans and specifications a particular brand, make of materials, device or equipment is shown or specified, such materials, device or equipment is to be regarded merely as a standard. Any other make or brand which in the opinion of the Engineer is equal to that specified will be accepted. All material and workmanship shall in every respect be in accordance with the best modern practice, and wherever the contract drawings, specifications or directions of the Engineer or Architect admit of doubt as to what is permissible and/or fail to note the quality of any work, the interpretation which calls for the best quality of work is to be followed.

ALTERNATIVE MATERIALS. The use of the name of a manufacturer, or any special brand or make, in describing an item, does not restrict bidders to that manufacture or specific article, this means being used simply to indicate that the character or quality of the article on which proposals are submitted must be equal to that specified. If bidding on make or brand specified, the words "or equal" must be stricken out by the bidder. If bidding on other than the make or brand specified, manufacturer's name and complete specifications must be attached to bid. Failure to comply with either of these requirements will result in rejection of the bid.

MATERIALS. So far as articles, materials and supplies produced in the United States are concerned, only articles, materials and supplies produced in same shall be used in work on the Project. So far as feasible and practicable, and subject to the above, preference shall be given to the use of locally produced materials if such use does not involve higher cost, inferior quality or insufficient quantity, subject to the determination of the Engineer; but there shall be no requirement providing price differentiations for restricting the use of materials to those produced within the Nation or State.

ACCIDENT PREVENTION. The contractor shall at all times exercise reasonable precaution for the safety of employees on the work and shall comply with all applicable provisions of the Federal, State of New York and City of Rensselaer Safety Laws, ordinances, building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with "Manual of Accident Prevention in Construction" as developed by the Associated General Contractors of America, provided that any provisions thereof which may be inconsistent with Federal, State or local laws, code regulations or ordinances and to that extent such inconsistent provisions shall not prevail. (copy of this manual is on file in the Bureau of Engineering, Rensselaer, N.Y. and can be examined by any bidder on request.)

ASSIGNMENT, SUBLETTERING, ETC. This contract or no part thereof shall be assigned, transferred, conveyed, sublet or otherwise disposed of and no right, title or interest therein shall be assigned or disposed of without first obtaining a written consent of the City of Rensselaer and such contract shall be subject to such other provisions of law as set forth in Section 86 of the General Municipal Law.

The City of Rensselaer will enforce compliance with all the provisions of this contract. If any such provisions are violated by the Contractor or any sub-contractor, the City of Rensselaer may terminate, by written notice, to the Contractor or Sub-Contractor, the contract of such Contractor or Sub-contractor and have the right to take over the work and prosecute the same to completion by contract or otherwise and such contractor or subcontractor or his sureties shall be liable for any excess cost occasioned thereby and the City of Rensselaer may withhold from such Contractor or Subcontractor so much of the compensation due him as it may be necessary to complete said contract.

WITHHELD OF PAYMENTS. If the contractor fails to meet and pay all of his just obligations outstanding for labor, material and/or supplies at the time when an estimate for payment is due him, or if any liens, claims or demands arising out of or in connection with the work or its performance shall be outstanding at the time any payment is due or is likely to be made thereafter, or if any claims arising out of or in connection with the contractors' operations under this contract are made against the party of the first part by any person other than the contractor, or if in the opinion of the City Treasurer of the City of Rensselaer, the contractor is not proceeding with the work in accordance with the provisions of this contract, the party of the first part shall have the right to withhold out of any payments final or otherwise, such sum as the Treasurer of the City of Rensselaer may deem ample to protect it against delays or loss and/or to assure the payment of just claims of third persons, and at its option, as agent for the contractor to apply such sum in such manner as the Treasurer of the City of Rensselaer may deem proper to secure such protection and/or to satisfy such claims. Such application shall be deemed payment for the contractor's account.

INSPECTION AND TESTING OF MATERIALS. Inspection and testing of all materials used on the project shall be made by -ureaup, Laboratories and/or such other agencies as have the prior approval of the Engineer. Satisfactory testing must be furnished to the Engineer.

INSPECTION. The City shall pay the inspector or inspectors at a rate not to exceed \$7.00 per day of 8 hours for all labor or inspection which shall be deducted from the estimates. The contractor shall familiarize himself or themselves with this and absorb this cost in the unit price bid for the items of this contract. The number of inspectors on this contract shall be 1.

LAWS AND ORDINANCES. In all the operations connected with the work herein specified, the contractor shall keep himself fully informed of, and strictly comply with all City ordinances, State laws and Laws of the United States, controlling or limiting in any way the actions of those engaged on the work or affecting the materials used.

LABOR PREFERENCES. (a) Preference shall be given where they are qualified, to citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of the City of Rensselaer for at least one year. These preferences shall apply only where such labor is available and qualified to perform the work to which such employment relates.

EMPLOYMENT SERVICES. (b) To the fullest extent possible, labor required for the work qualified and available shall be obtained through the Welfare Commissioner of the City of Rensselaer.

(c) The Labor Law of the State of New York as amended in 1933 must be complied with. Attention is called to Section Nos. 220 and 222.

CONTINUITY OF CONSTRUCTION. The Contractor will be required to maintain satisfactory continuity in the prosecution of his work. Unwarranted work stoppages will not be permitted. He shall at all times, maintain a working force of sufficient size to carry out the provisions of his contract without delay. Failure to maintain satisfactory daily progress may result in a fine of \$100.00 for each day the work is delayed or the termination of his contract.

SPECIFICATION FOR INSTALLING CAST IRON
(SECTIONAL) BOILER AT THE MINK FIRE HOUSE
959 BROADWAY

Remove present steel boiler from boiler room and all usable parts, such as stack controll oil burner automatic water feeder - safety valve, water pump. All the material will be used on new boiler.

PROPOSED BOILER

Furnish and install, new 250 - 8 - 7 cast iron boiler oil fired or facisimile.

Remove present heat units (blowers) in truck-room and replace with fin tube radiation equal in heat capacity as blowers. To be placed on north and south wall.

These fin radiation will be equipped with all necessary controls for automatic operation.

Install 1.32 gallon glass-lined electric water heater completely wired for operating.

All proposed units will be hooked-up in workmanlike manner. Boiler will be tested before placing jacket.

This proposed system should work 100% before accepted.

PROPOSAL

AMOUNT OF BID

\$ 4,051.00

The undersigned do hereby declare that I am the only persons interested in this proposal, and that no person other than the person(s) herein named, has taken any interest in this proposal or in the contract proposed to be taken.

I do further declare that this estimate is made without any connection with any other person or persons making an estimate for the same work, and is in all respects fair and without any collusion or fraud, and that no member of any City Board of Commission, elected or appointed, is interested directly or indirectly either as principal or surety, in this proposal or in the contract proposed to be taken, or the supplies or works to which it relates or in any proportion of the profits thereof, that I am not in arrears to the City of Rensselaer upon debt or contract, nor am I a defaulter as surety or otherwise upon any obligation to said corporation, also, that I have carefully examined the plans and specifications and form of contract for the work, and that he has or they have personally inspected the actual location of the work, and have satisfied himself or themselves as to all the quantities and conditions, and understands the same.

The undersigned further understands and agree that he is or they are to furnish and provide for the respective price bid all the necessary machinery, implements, tools, labor, services, etc. and to do and perform all the work necessary under the aforesaid conditions to complete the aforementioned work in accordance with the plans and specifications, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefor the total amount bid hereunder.

Accompanying this proposal is a draft or certified check for \$ 250⁰⁰. In case this proposal be accepted by the Common Council, and the undersigned shall fail to execute the contract, the money represented by such draft or certified check shall be regarded as liquidated damages and shall be forfeited and become the property of the City of Rensselaer.

On acceptance of this proposal for said work, the undersigned does or do bind himself or themselves to enter into written contract within ten (10) days of the date of notice of award with the City of Rensselaer and to complete the job in _____ working days.

Dated at Rensselaer, N.Y. this 2 day of October 1957

Michael J. Mullally
P.O. Address Rensselaer
County of Rensselaer

P.O. Address _____

County of _____

STATE OF NEW YORK }
COUNTY OF } SS
CITY OF }

Michael J. Mullally being duly sworn says that he is _____
of _____
and the several matters stated above are in all respects true.

Subscribed and sworn to
before me this 2 day of
October 1957

Michael J. Mullally
JOHN HAYNES WARDEN
Notary Public State of New York
Residing in Rensselaer County #778
My Commission expires March 30, 1959

John Haynes Warden
Notary Public

b. The affidavit must be made by each and every person bidding for the contract, and in case of firm, by every member thereof, and in case of a corporation, by some duly authorized officer or agent thereof.

NOTICE. When signing the proposal, the bidder's name and residence must be inserted, and in the case of firms the name and residence of each and every member of the firm must be inserted. In case a bid shall be here submitted by or in behalf of a corporation, it must be signed in the name of such corporation by some duly authorized officer or agent thereof, who shall also give the names of the President, Secretary and Treasurer of such corporation, and if practicable, the seal of the corporation should be affixed.