

29.

Wheatland Records

Papers Relating to New High School 1927

Volume 29

yes  
~~no~~

WHEATLAND RECORDS  
          
PAPERS RELATING TO  
NEW HIGH SCHOOL  
1927

VOL. 29.

# Werner Spitz Dies; Brighton Builder

T.U. 3/8/60

Werner Spitz, 68, of 11 Far View Hill, Brighton, a building contractor here for 38 years and founder of the Werner Spitz Construction Co. Inc., died of Hodgkin's disease today (March 8, 1960) in Strong Memorial Hospital. He was a World War I veteran.

Mr. Spitz had been in failing health for some time but was active in operation of his firm until about a month ago. Three months ago he gave up the presidency to become chairman of the board. A son, Werner W. of Pittsford, is president, and another son, James, also of Pittsford, is vice president.

Mr. Spitz was born in Rochester and attended School 24. After graduation, he went to work in the office of Gordon & Madden, architects, now the firm of Waasdorp, Northrup & Austin, as a draftsman and inspector.

He served in France in World War I and returned to the architectural firm as a field representative, working in that capacity on construction of the Eastman School of Music.

In 1922, he started his own contracting business and, over the years, built a number of commercial, industrial and public building. Among them were the Eastway Plaza on Empire boulevard, Sibley, Lindsay & Curr Co. store in the Hudson-Titus shopping center, East Rochester High School, Craig Hill School, Webster Central School, Greek Orthodox Church of the Annunciation in East avenue and Bethany Presbyterian Church in Greece.

He was active in the Third Presbyterian Church and was associated with the YMCA for the last 30 years, working on many of its drives. He belonged to the City Club and the Rochester Ad Club.

He leaves his wife, Anne; a third son, Douglas of Monmouth, Ill.; two daughters, Mrs. Burton August of Rochester and Mrs. Harris Karowe of Schenectady; one sister, Mrs. Clarence Stoughton of Springfield, Ohio, and 14 grandchildren.

Friends may call at the home from 2 to 5 and 7 to 9 p.m. tomorrow. A memorial service will be held at 3 p.m. Thursday in Third Presbyterian Church. Friends who wish to pay tribute are asked to contribute to the Blood Fund Research of the University of Rochester.



WERNER SPITZ

# FINANCIAL REPORT

## BOARD OF EDUCATION

### SCOTTSVILLE HIGH SCHOOL

1946-1947

#### GENERAL ACCOUNT:

##### Receipts

Balance on hand, July 1, 1946.....	\$ 304.23
Public Money.....	22,962.59
Pension Fund—	
Deducted by State from public money.....	2,783.33
Deducted by Board from teachers' salaries.....	1,490.00
Non-Resident Tuition—	
Paid by Districts.....	2,330.00
Paid by Parents.....	64.00
Taxes.....	30,469.90
Edson Estate.....	20.90
From State for Vocational Education.....	19.32
From Districts for Transportation.....	1,550.00
From U. S. Treasury for School Milk program.....	1,028.39
Transfer from Debt Service Fund.....	5,000.00
Teachers' Emergency Increase Fund.....	1,875.00
Total Receipts and Balance.....	<u>\$69,897.66</u>

##### Expenditures

Administration.....	\$ 793.11
Teaching Service.....	37,877.60
Operation of Plant.....	7,751.25
Maintenance of Plant.....	609.03
Fixed Charges.....	4,770.31
Debt Service.....	11,891.83
Auxiliary Agencies.....	5,347.25
Capital Outlay.....	374.35
Total Expenditures.....	<u>\$69,414.73</u>
Balance on hand July 1, 1947.....	\$ 482.93

**DEBT SERVICE ACCOUNT:****Receipts**

Balance on hand July 1, 1946.....	\$10,268.36
Balance on hand July 1, 1947.....	\$ 5,268.36

**DETAILS OF EXPENDITURES****Administration:**

Secretary's salary .....	\$ 450.00
Treasurer's salary .....	175.00
Expense (supplies, postage, etc.).....	68.93
Attendance Officer—salary.....	15.00
Census Enumerator—fee.....	30.00
Other expense of Administration.....	54.18
Total .....	<u>\$ 793.11</u>

**Teaching Service:**

Teachers' salaries (less Librarian's salary).....	\$36,891.00
Supplies .....	825.32
Other expense (tuition, rentals, etc.).....	161.28
Total .....	<u>\$37,877.60</u>

**Operation of School Plant:**

Janitors' wages .....	\$ 4,413.95
Fuel .....	1,451.98
Water .....	176.02
Light and Power .....	718.48
Janitors' Supplies .....	768.25
Telephone, cartage, laundry, piano tuning.....	193.07
Other expenses of operation.....	29.50
Total .....	<u>\$ 7,751.25</u>

**Maintenance of Plant:**

Upkeep of Grounds.....	\$ 98.58
Repair of Building.....	78.78
Repair and replacement of heating, lighting, and plumbing equipment .....	290.07
Furniture .....	141.60
Total .....	<u>\$ 609.03</u>

**Fixed Charges:**

Pension—deducted by State.....	\$ 2,783.33
Insurance:	
Buildings and Contents.....	684.28
Bus and Non-Ownership Liability.....	236.30
Workmen's Compensation .....	158.16
Public Liability .....	122.99
Treasurer and Collector Bond.....	35.25
Scottsville Free Library.....	750.00
Total .....	<u>\$ 4,770.31</u>

**Debt Service:**

Redemption of Bonds.....	\$ 4,000.00
Interest on Bonds.....	7,821.72
Refund on Taxes.....	70.11
Total .....	<u>\$11,891.83</u>

**Auxiliary Agencies:**

Librarian's salary (part of Teachers' Salary).....	\$ 500.00
Repair and replacement of books, periodicals.....	191.03
Medical Inspection .....	349.01
First Aid Supplies.....	3.82

**Operation of Bus:**

Driver's Salary .....	\$ 790.00
Garage rent .....	100.00
Gasoline and oil.....	547.67
Tires (retreads) .....	523.53
Repairs .....	296.76
Garage labor .....	113.25
	<u>                    </u>
	\$ 2,380.21

**Provision of Lunches:**

Expenditures .....	\$3,181.05
Receipts .....	1,519.25
Deficit (offset by \$1,028.39 recd. from U. S. Treas.)	1,661.80
Recreation .....	261.38
Total .....	<u>\$ 5,347.25</u>

**ETTA FRASER MILLER LOAN FUND:**

**Receipts**

Balance on hand July 1, 1946.....	\$6,822.43
From Oberlin College.....	750.00
From Berea College.....	1,000.00
Interest and return of loans.....	1,306.37
	<hr/>
Total Receipts and Balance.....	\$ 9,878.80

**Expenditures**

Rental—Safe Deposit Box.....	\$ 3.60
Refund .....	2.43
	<hr/>
Total Expenditures .....	\$ 6.03
Balance on hand July 1, 1947.....	\$ 9,872.77

**Assets Outstanding**

Loans .....	\$2,069.77
Interest .....	719.74
War Bonds .....	5,180.00
	<hr/>
Total Assets outstanding.....	\$ 7,969.51
Total Balance and Assets.....	\$17,842.28

JOHN L. LEONARD, President

ALFRED H. JONES

MARGARET M. CULLINGS

RUTH B. LeROY, Clerk

RAYMOND P. ANDERSON, Treasurer

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**NOTICE!**

The Annual Meeting of Wheatland District No. 1 will be held Tuesday,  
July 8, 1947, at Scottsville High School.

# FINANCIAL REPORT BOARD OF EDUCATION SCOTTSVILLE HIGH SCHOOL

1940 - 1941

## GENERAL ACCOUNT:

### Receipts

Balance on hand July 1, 1940 .....	\$ 7,567.18
Public Money .....	22,355.69
Academic Fund .....	3,253.89
Non-Resident Tuition .....	3,676.76
Taxes .....	15,188.21
Edson Estate .....	15.59
From State for Vocational Education.....	275.06
From Districts for Transportation .....	2,117.50
Total Receipts .....	\$54,449.83
Total Disbursements .....	46,842.17
Balance, July 1, 1941.....	\$ 7,607.71

## DEBT SERVICE ACCOUNT:

### Receipts

Balance on hand July 1, 1940 .....	\$11,514.70
From General Fund .....	900.28
From General Fund—Interest on Bus Loan .....	151.50
Total Receipts .....	\$12,566.48

### Disbursements

Payment for Bus .....	\$ 5,050.00
Balance, July 1, 1941 .....	\$ 7,516.48

## ETTA FRASER MILLER LOAN FUND:

### Receipts

Balance on hand July 1, 1940 .....	\$ 581.10
From Oberlin College .....	750.00
From R. T. Miller, Jr. ....	1,000.00
Return of Loans .....	715.25
Total Receipts .....	\$ 3,046.35

### Disbursements

Loans to Four Students .....	\$ 500.00
Balance, July 1, 1941 .....	\$ 2,546.35



## DISBURSEMENTS

### 2. Administration:

2. Secretary's Salary .....	\$ 250.00
3. Secretary's Expenses .....	21.57
4. Treasurer's Salary .....	150.00
5. Treasurer's Expenses .....	181.30
10. Census and Attendance Enforcement .....	38.63
14. Other Expenses .....	29.99
Total .....	
	\$ 671.49

### 3. Teaching Service:

9. Salaries (less 4% for Retirement Fund)—	
Thomas J. Connor .....	\$ 3,072.00
Dorothy Woods .....	1,920.00
Pearl Leenhouts .....	1,632.00
Everett Priest .....	1,440.00
Jean Murray .....	1,392.00
Angela Egan .....	1,632.00
Frank Columbus .....	1,152.00
Catherine Yuhan .....	1,248.00
James Annis .....	1,200.00
Edna Lee .....	1,056.00
M. Alois Recordon .....	1,608.00
Marjorie Beadle .....	1,080.00
Anna Shannon .....	1,128.00
Adele French .....	1,104.00
Maxine Tweed .....	1,152.00
Eleanor Eisert .....	1,128.00
Home Economics .....	200.00
	\$23,144.00
4. Clerical Assistance .....	70.00
7. Telephone .....	106.80
10. Text Books .....	87.44
11. Supplies .....	365.56
14. Other Expenses .....	146.03
Total .....	
	\$23,920.23

#### 4. Operation of School Plant:

1. Wages .....	\$ 2,583.33
2. Fuel .....	1,620.27
3. Water .....	207.82
4. Light and Power .....	379.80
5. Janitors' Supplies—	
Soaps and Germicides .....	\$ 136.80
Care of Floors .....	32.00
Equipment .....	40.49
Towels—Toilet Paper .....	172.39
Water Softening .....	22.35
Care of Grounds .....	51.00
Incidentals .....	9.90
	<hr/>
	464.93
	<hr/>
Total .....	\$ 5,256.15

#### 5. Maintenance of Plant:

1. Upkeep of Grounds .....	\$ 7.50
2. Repair of Building—	
Repair Grandstand .....	\$ 38.61
Carpenter Work .....	101.89
Repair Ventilators .....	29.75
Repair Locks and Door Closers .....	41.37
Masonry .....	33.60
Miscellaneous Material .....	45.61
	<hr/>
	290.83
4. Repair and Replacement of Equipment:	
Heating, Lighting, and Plumbing.....	\$ 187.86
Apparatus used in Instruction.....	82.34
Furniture .....	54.87
	<hr/>
	325.07
	<hr/>
Total .....	\$ 627.16

#### 6. Fixed Charges:

Insurance—	
Fire Insurance on School Building.....	\$ 114.01
Workmen's Compensation .....	110.53
Public Liability .....	197.62
	<hr/>
Total .....	\$ 422.16

#### 7. Debt Service:

1. Redemption of Bond .....	\$ 3,000.00
2. Transfer to Sinking Fund .....	900.23
3. Interest on Bonds .....	8,764.72
	<hr/>
Total .....	\$12,665.00

## 8. Capital Outlay:

Furniture .....	\$ 239.09
Apparatus for Instruction .....	148.42
Bus .....	5,050.00
<b>Total .....</b>	<b>\$ 5,437.51</b>

## 9. Auxiliary Agencies:

1. Scottsville Free Library, for services .....	\$ 750.00
2. Repair and Replacement of Books .....	138.20
3. Incidentals, Periodicals and Supplies .....	52.45
4. Medical Inspection .....	420.00
7. Medical Supplies .....	63.09
8. Operation of Bus—	
1. Salary of Driver .....	\$ 500.00
2. Gas, Oil and Repairs .....	278.47
3. Insurance .....	218.70
4. Interest .....	151.50
	<hr/>
	1,148.67
10. Provision of Lunches—	
Disbursements: Provisions .....	\$ 499.57
Receipts .....	426.86
	<hr/>
Deficit .....	72.71
12. Recreation .....	247.35
	<hr/>
<b>Total .....</b>	<b>\$ 2,892.47</b>

### Summary of Disbursements

2. Administration .....	\$ 671.49
3. Teaching Service .....	23,920.23
4. Operation of Plant .....	5,256.15
5. Maintenance of Plant .....	627.16
6. Fixed Charges .....	422.16
7. Debt Service .....	12,665.00
8. Capital Outlay .....	5,437.51
9. Auxiliary Agencies .....	2,892.47
	<hr/>
<b>Total .....</b>	<b>\$51,892.17</b>

John L. Leonard, President  
Alfred H. Jones  
Henry W. Clune

Ned C. L. Brown, Clerk  
Goodard J. Freidell, Treasurer

### NOTICE!

The Annual Meeting of Wheatland District No. 1 will be held  
July 8, 1940, at Scottsville High School.

UNION TRUST COMPANY  
ROCHESTER, NEW YORK

THE ORIGINAL LETTER, OF WHICH THIS IS A COPY, WAS SENT UNDER SEPARATE COVER. KINDLY SIGN THIS COPY AND RETURN TO US IN THE ENCLOSED ENVELOPE.

Oct. 25, 1926.

Bankers Trust Company,  
16 Wall St.,  
New York City.

Gentlemen:

We are forwarding under separate cover by registered mail insured \$206,000 UNION FREE SCHOOL DISTRICT #1, TOWN OF WHEATLAND, N. Y., 4.60 Bonds numbered:

1 to 206 incl. for \$1000. each together with proceedings re this issue.

On receipt of these bonds please notify Messrs. Reed, Laugherty, Hoyt & Washburn, 49 Wall Street, New York City, that they are in your hands and permit them, if they so desire, to examine the bonds in order that they may attach thereto their opinion as to their legality. When this has been done please deliver the bonds to Messrs. Batchelder, Wack & Co., 100 Broadway, New York City, against payment for our account of \$204,177.36. This amount has been figured for delivery on Wednesday, October 27, and the attorneys and brokers mentioned above have all been notified and requested to expedite the matter.

Upon receipt of payment for the bonds we would thank you to wire us collect advice of credit to our account.

Pending consummation of this business kindly acknowledge receipt of the bonds by signing and returning to us copy of this letter attached to same.

Yours very truly,

*William H. Howell*

Assistant Treasurer

THE ABOVE LETTER, WITH ENCLOSURES RECEIVED AND FOUND TO BE CORRECT

enc

Reg & ins for \$207,000.

SIGNATURE

MINUTES OF MEETING.

Mr. Skivington the attorney for the Board presented to the meeting a written offer by Frederick G. Ebsary and Margaret E. Ebsary, his wife, to dedicate to the Village two parcels of land for Street purposes.

The offer was ordered spread upon the records of this meeting.

On motion duly made, seconded and unanimously carried it was resolved as follows:-

WHEREAS, Frederick G. Ebsary and Margaret E. Ebsary, his wife, of the Village of Scottsville, Monroe County, New York, have presented to this Board an offer in writing under date of September 28th, 1926 in and by which the said Frederick G. Ebsary and Margaret E. Ebsary, his wife, offer to dedicate certain real property more particularly described in said offer for Street purposes,

WHEREAS the Village of Scottsville desires to acquire and own said property for Street purposes,

On motion duly made, seconded and unanimously carried

RESOLVED, That the said offer be entered at length in the minutes of this meeting, and that the same be and it hereby is accepted in whole and that the said Village of Scottsville accept the conveyance of said Streets as in said offer provided,

And further

RESOLVED that the said Street, Parcel One in said offer described, be hereafter known as Oatka Place and that the said property described in Parcel 2 in said offer be hereafter known as

Mr. Skivington thereupon presented to the Board a deed dated September 28th, 1926 made by Frederick G. Ebsary and Margaret E. Ebsary, his wife, to the Village of Scottsville, conveying the said two parcels of land to the Village and thereupon a motion was duly made, seconded and unanimously carried as follows:-

RESOLVED, That the conveyance by Frederick G. Ebsary and Margaret E. Ebsary, his wife, to the Village of Scottsville dated September 28th, 1926 and duly acknowledged, conveying to the said Village two Streets as therein described, one being the extension of Oatka Place and the other being a Street from Brown's Avenue running to the extension of said Oatka Place, be and

the same hereby is accepted and the said deed be and the same hereby is ordered recorded in Monroe County Clerk's Office together with certified copy of this resolution adopted with reference to the offer of said Frederick G. Ebsary and Margaret E. Ebsary, his wife, to convey said premises to the Village of Scottsville, and that this resolution be spread upon the records of this meeting.

On motion duly made, seconded and unanimously carried  
it was

RESOLVED that Parcel No. 1, to wit, the extension of Oatka Place be hereafter called and known as Oatka Place and that Parcel No. 2 be hereafter called

Mr. Skivington thereupon stated to the meeting that the understanding and agreement with Mr. Ebsary in connection with the dedication of these two Streets was that on both streets Mr. Ebsary would plow one-half of the width of the street to be plowed and the School District would plow the other one-half. That in connection with the Street running from Brown's Avenue to Oatka Place extended, being Parcel #2 the agreement was that any charge or assessment for improvements or for sidewalks in connection with said Street no more than one-half of the cost thereof should be spread against any property owned by Mr. Ebsary, it being understood that this was personal to Mr. Ebsary only and applied only while he owned the property.

On motion duly made, seconded and unanimously carried  
it was

RESOLVED that this allowance and understanding be and the same hereby is approved and confirmed.

REED, DOUGHERTY, HOYT & WASHBURN

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

ATTORNEYS AND COUNSELORS AT LAW

49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

November 11, 1926

Town of Wheatland School District Bonds

George J. Skivington, Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

We have received the check in payment of our  
bill, which we have receipted and return herewith.

Thanking you, we are,

Very truly yours,

*Reed, Dougherty, Hoyt Washburn*

LHW:MP  
Enc.

June 24, 1927.

Mr. Eugene T. Swain,  
Village Clerk,  
Scottsville, N.Y.

Dear Sir:-

Mr. Wells, the Village President, has written us with reference to the papers regarding the dedication of the two streets running through his property, one being the extension of Oatka Street and the other being the Street running between Oatka Street and Browns Avenue.

We find that we have overlooked sending these papers to you and we are enclosing herewith the original deed.

We think that you were furnished at the time of the transaction with complete copies of all other papers for your minute book. If this is not so, kindly let us know.

No abstract of title was furnished except the abstract which was furnished to the School District and which is now in their possession. The original certified copy of the resolution of your board accepting the dedication of these two streets was recorded in Monroe County Clerk's Office on October 14, 1926.

Yours very truly,

MACOMBER & SKIVINGTON



CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

# WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS

BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CIT	Cable Letter
WLT	End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.  
**Received at Main Office, 15 and 17 Reynolds Arcade, Rochester, N. Y.** ALWAYS OPEN

NB211 23

1926 NOV 20 AM 10 50

NEWYORK NY 20 1036A

GEORGE J SKIVINGTON **315**

WILDER BUILDING ROCHESTER NY

MONDAY WE ARE FORWARDING ONE HUNDRED SEVENTY SIX THOUSAND  
 WHEATLAND SCHOOL BONDS TO UNION TRUST ROCHESTER TO BE REGISTERED  
 WRITING YOU AND CLERK INSTRUCTIONS TONIGHT  
 BATCHELDER WACK & CO.

**BATCHELDER, WACK & CO.**  
**INVESTMENT BONDS**  
**100 BROADWAY**  
**NEW YORK**

November 20, 1926

Mr. George J. Skivington,  
Wilder Bldg.,  
Rochester, N. Y.

Dear Sir:-

We herewith confirm our telegram sent you today  
reading as follows:-

"MONDAY WE ARE FORWARDING ONE HUNDRED SEVENTY SIX  
THOUSAND WHEATLAND SCHOOL BONDS TO UNION TRUST  
ROCHESTER TO BE REGISTERED WRITING YOU AND CLERK  
INSTRUCTIONS TONIGHT."

We also enclose herewith copy of letter sent today  
to the clerk, which is self explanatory.

The writer would greatly appreciate your giving  
this matter your attention in order that the registration may go  
through correctly, and with as little delay as possible.

Very truly yours,

*Batchelder Wack & Co.*  
*G. W. Boylston*

WGB:J  
Encs.

**BATCHELDER, WACK & CO.**

**INVESTMENT BONDS**

**100 BROADWAY**

**NEW YORK**

November 20, 1926

COPY

Mr. Louis E. Boutwell, Clerk,  
Town of Wheatland, N.Y., U.F.S.D. #1,  
Scottsville, N. Y.

Mr. George J. Skivington,  
Wilder Bldg.,  
Rochester, N. Y.

Dear Sir:-

On Monday November 22nd we will forward to the Union Trust Company of Rochester, through the American Exchange Pacific Bank of this City, \$176,000 Town of Wheatland, N.Y., U.F.S.D. #1, 4.60% bonds for registration both as to principal and interest in the name of the

"COMPTROLLER OF THE STATE OF NEW YORK, IN TRUST FOR  
THE CANAL DEBT SINKING FUND."

We would thank you to communicate with the Union Trust Company of Rochester in regard to this registration so that it may be completed at the earliest possible date. We presume it will simplify matters for you to register the bonds at the office of the Union Trust Company.

When the registration has been completed we desire the registered bonds returned to the American Exchange Pacific Bank of New York for our account. We will appreciate it if you will facilitate this registration in every way possible.

Very truly yours,

BATCHELDER WACK & CO.

By:-

LHBLJ

W

REED, DOUGHERTY, HOYT & WASHBURN

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

ATTORNEYS AND COUNSELORS AT LAW

49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

November 9, 1926

Town of Wheatland School District Bonds

George J. Skivington, Jr. Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

I would like to call your attention to the decision in Brooks vs Wyman, 217 N. Y. Supp. 751. The decision, I think, entirely justifies our conclusion that it would be unsafe to approve the issuance of any bonds under the proposition originally adopted by the voters since the maximum amount exceeded the 15% debt limit.

Very truly yours,

*Lester H. Washburn*

LHW:MP

W

F.T. SAGE  
C.J. WOLCOTT  
S.C. STEELE  
D.S. RUTTY

SAGE, WOLCOTT & STEELE  
INVESTMENT SECURITIES  
1004-1014 LINCOLN ALLIANCE BANK BUILDING  
187 MAIN STREET EAST  
ROCHESTER, N.Y.

TELEPHONES STONE { 351  
352  
353  
354

November 9th,  
1 9 2 6.

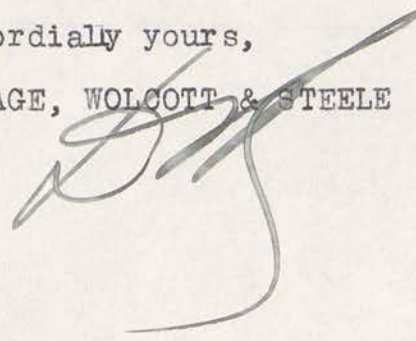
Mr. George Skivington,  
Wilder Bldg.,  
Rochester, New York.

Dear George:

Thinking that perhaps you might like to attach the enclosed specimen bond to your transcript of proceedings in the Wheatland matter it is being sent to you. Also an extra copy to give to the District Clerk or the President of the Board of Education.

Cordially yours,

SAGE, WOLCOTT & STEELE



DSR:T

P.S. We received a check from  
Wheatland yesterday.

DSR

REED, DOUGHERTY, HOYT & WASHBURN

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

ATTORNEYS AND COUNSELORS AT LAW

49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

October 27, 1926

BOARD OF EDUCATION OF UNION FREE SCHOOL DISTRICT  
NUMBER ONE OF THE TOWN OF WHEATLAND, NEW YORK,

-to-

REED, DOUGHERTY, HOYT & WASHBURN, Dr.

-----

To professional services in the matter  
of the issuance of \$206,000 School  
Bonds of the Board of Education of  
Union Free School District Number One  
of the Town of Wheatland, New York,  
dated October 1, 1926, including  
examination of law and record of pro-  
ceedings and opinion approving bonds, \$200.

DISBURSEMENTS:

Telegrams and telephones, 7.92

TOTAL \$207.92

RECEIVED PAYMENT,

*Reed, Dougherty, Hoyt Washburn*

W

November 10, 1926.

Mr. Louis E. Boutwell,  
Clerk of Board of Education,  
Scottsville, New York.

Dear Mr. Boutwell:-

Messrs. Sage, Wolcott & Steele have furnished us with a specimen copy of the bonds of your district which we are enclosing herewith and which should be annexed to one of the copies of the record furnished you for your record and information.

It might interest you to know that on October 2, 1926 there was a decision handed down by the Supreme Court of this State with reference to an issue of bonds by the Board of Education of Crown Point, Essex County, New York, holding that where a proposition to issue bonds in an amount exceeding 15% of the value of the property was carried by a bare majority and not by a two-thirds majority, that a resolution by the Board of Directors for the issue of bonds up to the amount of the 15% was ineffective, and that bonds even within the 15% could not be issued until the matter was re-submitted to the voters.

Under these circumstances, it is more than fortunate that your Board decided to call the second meeting and to submit to this meeting the \$206,000 proposition in place of the \$225,000.

Yours very truly,

MACOMBER & SKIVINGTON

By-

WFS:D

October 29, 1926.

Mr. Louis E. Boutwell,  
Clerk of Board of Education,  
Scottsville, New York.

Dear Sir:-

We have now completed our work in connection with the bond issue, contracts and property concerning the new school, and we are enclosing herewith the following papers for your files:-

1. Deed of school property from F. G. Ebsary and wife, certificate of Village Clerk re dedication of Streets, abstract of title and tax search to time of transfer;
2. Two complete copies of the record with reference to the bond issue proceeding, including the opinion of Reed, Dougherty, Hoyt & Washburn with reference to their validity.
3. Statement of services and disbursements by Reed, Dougherty, Hoyt & Washburn and of Sage, Wolcott & Steele.
4. Statement of our services and disbursements in connection therewith.

You will note that we have stated no amount for our services and the writer would like to appear before your board at its first meeting and discuss the question with them.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D



REED, DOUGHERTY, HOYT & WASHBURN

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

ATTORNEYS AND COUNSELORS AT LAW

49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

October 26, 1926

\$206,000 Wheatland School District Bonds

George J. Skivington, Jr. Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

On Saturday the purchasers called us on the telephone and told us that the bonds would be here in New York ready for delivery on Thursday. They wanted to know whether we were in a position to furnish our opinion approving the bonds. We would appreciate it if you could let us have the information requested in numbered paragraphs 2 and 3 of our letter of October 13th.

Very truly yours,

*Reed, Dougherty, Hoyt & Washburn*

LHW:MP

W

REED, DOUGHERTY, HOYT & WASHBURN

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

ATTORNEYS AND COUNSELORS AT LAW

49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

October 27, 1926

Town of Wheatland School District Bonds

George J. Skivington, Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

We have received your letter of October 26th.  
The papers therewith enclosed are entirely satisfactory.  
We understand that the bonds were delivered today.

We enclose herewith our opinion in triplicate  
approving the bonds. We have, of course, given copies  
to the purchasers.

As requested, we hand you herewith the bill  
for our services.

Very truly yours,

*Reed, Dougherty, Hoyt Washburn*

LHW:MP  
Encs.

2

October 29, 1926.

Messrs. Reed, Dougherty, Hoyt & Washburn,  
Attorneys at Law,  
49 Wall Street,  
New York City.

Gentlemen:-

This will acknowledge receipt of yours of the  
27th instant enclosing statement of your services.

We will present this to the Board of Education  
and are sure that it will be audited and paid very soon.

Yours very truly,  
MACOMBER & SKIVINGTON

By-

GJS:D

TOWN OF WHEATLAND

UNION FREE SCHOOL DISTRICT NO.1

SAGE, WOLCOTT & STEELE

INVESTMENT SECURITIES

510-517 WILDER BUILDING

TELEPHONES MAIN 4490-1-2-3

ROCHESTER, N. Y.

October 29, 1926.

For services in connection with the issuance of  
\$206,000 Town of Wheatland, N.Y., Union Free School District  
No. 1 bonds

\$ 582.92

This statement covers the cost of printing and engraving of bonds by Security Bank Note Company, checking and rechecking bonds and coupons, and consultations re same; cost of opinion of Reed, Dougherty, Hoyt & Washburn and disbursements by the latter, and other miscellaneous consultations and services, together with circularization of dealers re bond sale.

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM



NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

October 26, 1926.

Batchelder, Wack & Co.,  
100 Broadway,  
New York City.

Union Free School District Number One Town of Wheatland Bonds  
being sent to Bankers Trust Company today for delivery to you  
tomorrow.

Macomber & Skivington

## ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, *unless specially valued*; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.

2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.

6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the company for transmission.

7. It is agreed that in any action by the company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages under the classes of messages enumerated below shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the company is authorized to vary the foregoing.

**THE WESTERN UNION TELEGRAPH COMPANY**  
INCORPORATED

NEWCOMB CARLTON, PRESIDENT

## CLASSES OF SERVICE

### TELEGRAMS

A full-rate expedited service.

### NIGHT MESSAGES

Accepted up to 2:00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.

Night Messages may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Messages at destination, postage prepaid.

### DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard Night Letter rate for the transmission of 50 words or less and one-fifth of the initial rates for each additional 10 words or less.

#### SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Day Letters may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.

B. Day Letters shall be written in plain English. Code language is not permissible.

C. This Day Letter is received subject to the express understand-

ing and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely, and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

No employee of the Company is authorized to vary the foregoing.

### NIGHT LETTERS

Accepted up to 2:00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The standard telegram rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard telegram rate for 10 words shall be charged for each additional 10 words or less.

#### SPECIAL TERMS APPLYING TO NIGHT LETTERS:

In further consideration of the reduced rates for this special Night Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Night Letters may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

B. Night Letters shall be written in plain English. Code language is not permissible.

No employee of the Company is authorized to vary the foregoing.

October 26, 1926.

Messrs. Reed, Dougherty, Hoyt & Washburn,  
49 Wall Street,  
New York City.

Gentlemen:-

We are today delivering to Union Trust Company of Rochester \$208,000 par value Union Free School District Number One, Town of Wheatland bonds, together with a completed record of the proceedings relating to their issue.

We are instructing them to forward these bonds to the purchasers Batchelder, Wack & Co. of 100 Broadway, New York, N.Y. through Bankers Trust Company and are sending therewith the original record of the proceeding with instructions to the Bankers Trust Company to permit you to examine the bonds and to attach to the original record your opinion.

We are also enclosing herewith additional papers for your copy of the record completed as suggested by you.

Will you please immediately after you have furnished the purchaser with your opinion, furnish us with at least three copies thereof, and with a statement of your services and disbursements in connection with this matter.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

October 26, 1926.

Batchelder, Wack & Co.  
100 Broadway,  
New York, N.Y.

Gentlemen:-

We wired you today as follows:-

"Union Free School District Number One Town of Wheatland  
Bonds being sent to Bankers Trust Company today for delivery  
to you tomorrow."

The amount of the purchase price as figured  
by the Union Trust Company of this City is \$208,297.36,  
made up as follows:-

Principal (less deposit credited as part payment)	\$ 201,880.00
Deposit heretofore received and credited as part payment	4,120.00
Premium	1,612.98
Accrued Interest	684.38
	<hr/>
Total	\$ 208,297.36

These bonds are being forwarded by the Union  
Trust Company of this City to Bankers Trust Company and will  
be there for delivery tomorrow.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D



October 26, 1926.

Union Trust Company,  
Rochester, New York.

Gentlemen:-

You are receiving from our office herewith \$206,000 par value of bonds of Union Free School District Number One, Town of Wheatland, for delivery by you through Bankers Trust Company to Batchelder, Mack & Co. of 100 Broadway, New York City, the purchasers thereof.

The bonds carry interest at the rate of 4.60 and are all dated October 1, 1926.

We are also handing you with the bonds a complete record of the proceeding which is to be delivered to the purchaser with the bonds and which contains a receipt by the Treasurer of the district for the full amount of the purchase price of the bonds and which shows a balance due on account thereof of \$204,177.36, which includes interest for 26 days amounting to \$684.38 as figured by you this morning.

The Bankers Trust Company will immediately on receipt of these bonds notify Reed, Dougherty, Hoyt & Washburn, attorneys and counselors at law of 49 Wall Street, New York City who are to furnish an opinion as to their validity, and they are to permit these attorneys to examine the bonds and to attach to this record their opinion as to the validity thereof.

The proceeds received for the bonds are to be credited by your Bank to the account of Union Free School District Number One, Town of Wheatland, Goodard J. Friedell, Treasurer, and we wish that you would advise us immediately on receipt of the money.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

October 26, 1926.

Union Trust Company,  
Rochester, New York.

Gentlemen:-

You are receiving from our office herewith \$206,000 par value of bonds of Union Free School District Number One, Town of Wheatland, for delivery by you through Bankers Trust Company to Batchelder, Wack & Co. of 100 Broadway, New York City, the purchasers thereof.

The bonds carry interest at the rate of 4.60 and are all dated October 1, 1926.

We are also handing you with the bonds a complete record of the proceeding which is to be delivered to the purchaser with the bonds and which contains a receipt by the Treasurer of the district for the full amount of the purchase price of the bonds and which shows a balance due on account thereof of \$204,177.36, which includes interest for 26 days amounting to \$684.38 as figured by you this morning.

The Bankers Trust Company will immediately on receipt of these bonds notify Reed, Dougherty, Hoyt & Washburn, attorneys and counselors at law of 49 Wall Street, New York City who are to furnish an opinion as to their validity, and they are to permit these attorneys to examine the bonds and to attach to this record their opinion as to the validity thereof.

The proceeds received for the bonds are to be credited by your Bank to the account of Union Free School District Number One, Town of Wheatland, Goodard J. Friedell, Treasurer, and we wish that you would advise us immediately on receipt of the money.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	
Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM	

# WESTERN UNION TELEGRAM



NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

October 23, 1926.

Batchelder Wack & Co.,  
100 Broadway,  
New York, N.Y.

Wheatland bonds will be here not later than Tuesday. Can  
be delivered you Thursday or Friday. Will write you Tuesday.

George J. Skivington.

## ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeatable message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeatable message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeatable-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, *unless specially valued*; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.

2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.

6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the company for transmission.

7. It is agreed that in any action by the company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages under the classes of messages enumerated below shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY  
INCORPORATED

NEWCOMB CARLTON, PRESIDENT

## CLASSES OF SERVICE

### TELEGRAMS

A full-rate expedited service.

### NIGHT MESSAGES

Accepted up to 2:00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.

Night Messages may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Messages at destination, postage prepaid.

### DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard Night Letter rate for the transmission of 50 words or less and one-fifth of the initial rates for each additional 10 words or less.

#### SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Day Letters may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.

B. Day Letters shall be written in plain English. Code language is not permissible.

C. This Day Letter is received subject to the express understand-

ing and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely, and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

No employee of the Company is authorized to vary the foregoing.

### NIGHT LETTERS

Accepted up to 2:00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The standard telegram rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard telegram rate for 10 words shall be charged for each additional 10 words or less.

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A. Night Letters may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

B. Night Letters shall be written in plain English. Code language is not permissible.

No employee of the Company is authorized to vary the foregoing.

CL  
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syn

**AN ANSWER  
IS EXPECTED**

by the sender  
of this message.  
Please give it to  
the messenger  
or telephone it  
to

**WESTERN UNION**

# WESTERN UNION TELEGRAM



NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

Rec

Line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.  
and 17 Reynolds Arcade, Rochester, N. Y. ALWAYS OPEN

1926 OCT 22 AM 10 44

NB222 9

NEWYORK NY 22 1029A

GEORGE J SKIVINGTON-

312

WILDER BLDG ROCHESTER NY

WHEN MAY WE EXPECT DELIVERY WHEATLAND BONDS IN NEWYORK

BATCHELDER WACK & CO.

Oct. 22, 1926.

Mr. Romeyn S. Dunn,  
Scottsville, N.Y.

Dear Sir:-

Enclosed herewith find copy of the franchise  
of Livingston-Niagara Power Company, which belongs  
in your file as Town Clerk.

Very truly yours,

MACOMBER & SKIVINGTON

By

GJS:MJS  
Encl.

W

October 18, 1926.

Mr. Louis E. Boutwell,  
Scottsville, New York.

Dear Mr. Boutwell:-

I enclose herewith bill of John R. Bourne for \$5.00 for  
one aluminum seal for Union Free School District No. 1. You will  
recall that I told you it was necessary to get a proper seal for the  
District.

Yours very truly,

GJS:D

W

REED, DOUGHERTY, HOYT & WASHBURN

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

October 16, 1926

\$206,000 Wheatland School District Bonds

George J. Skivington, Jr. Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

We have received your letter of October 12th. The certificates of the State Tax Commission, therewith enclosed, are entirely satisfactory. We return herewith the original of each certificate. We have kept the copies for our transcript.

Very truly yours,

*Reed, Dougherty, Hoyt Washburn*

LHW:MP  
Encs.





PHONES  
BELL - ALLEGHENY 7800-1-2.  
KEYSTONE - WEST 3421-3422.

# SECURITY BANK NOTE COMPANY

ENGRAVING AND PRINTING

55TH BELOW CHESTNUT, PHILA.

1803 COMMERCIAL CABLE BLDG 20 BROAD ST NEW YORK

PHILADELPHIA

October 14, 1926.

Mr. D. S. Ratty,  
Sage, Wolcott & Steele,  
187 Main Street, East,  
Rochester, N. Y.

Dear Mr. Ratty:-

RE: \$206,000 Town of Wheatland  
School District Bonds

We have received the proof of the above bond from Reed, Dougherty, Hoyt & Washburn and are ready to go ahead with the printing. The first coupon on these bonds will be for a period of two months and we have figured the coupon amount using an interest rate of 4  $\frac{6}{10}$ % as \$7.67. This amount actually figures \$7.666. We asked Reed, Dougherty, Hoyt & Washburn whether the \$7.67 amount was to be O.K.'ed and they suggested that we write you for your approval before going ahead with the bonds.

They have made a correction in the third paragraph of the bond face changing the date of December 30, 1926 to December 30, 1925. We are mentioning this fact as your copy for these bonds reads December 30, 1926. Kindly let us hear from you as soon as possible as we cannot go ahead with the preparation of the bonds without your answers to these questions.

Very truly yours,

SECURITY BANK NOTE COMPANY

*H. M. Test.*

HMT:S  
11/13

2

REED, DOUGHERTY, HOYT & WASHBURN

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

ATTORNEYS AND COUNSELORS AT LAW

49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

October 13, 1926.

\$206,000 Wheatland Union Free School District,  
N.Y., Bonds.

George J. Skivington, Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

We have received your letter of October 11th, and have gone over the papers therewith enclosed. We should like to have our transcript supplemented in the following respects:

✓ 1. We, of course, want to have the certificate of the State Tax Commission, requested in our letter of September 29th.

✓ 2. The copy of the minutes of the Special Meeting of September 17th, and the copy of the minutes of the meeting of the Board of Education held on September 21st, included in the papers sent us, should be certified by the District Clerk.

✓ 3. We should like to have a certified copy of the ballot used at the special meeting of September 17th.

✓ 4. The figures shown in the Receipt which you have prepared should be changed in one respect: The item of "Principal (less any deposit credited as part payment)" should be \$201,880, instead of \$203,492.98.

✓ 5. It seems to us better that you have a new "Signature Identification Certificate" executed and attached to the transcript. The District Treasurer does not sign the bonds. The "Signature Identification Certificate" certifies that "the undersigned officers" have signed the bonds. We make the suggestion merely to forestall possible questions in the future. We would not hesitate to approve the bonds if a new "Signature Identification Certificate" is not used.

G. J. S., - 2.

We return herewith one of the transcripts which you have sent us, and also the unsigned copy of the record sent us some time ago. We also return the "Receipt" and "Signature Identification Certificate" and the copy of the minutes of the Special Meeting of September 17th and the meeting of the Board of Education held on September 21st. The remainder of the second transcript we have kept for our file. It will not be necessary for you to return to us the enclosed transcript, which you intend to deliver with the bonds. We would, however, like to have copies of the additional papers for the transcript which we have retained.

We do not like to issue our opinion approving the bonds until they have been delivered and paid for, since our opinion approves the bonds as outstanding obligations of the District. We can, if you desire, give you a so-called "preliminary opinion," which will state that the bonds will, when duly executed, delivered and paid for, be valid and binding obligations of the District. On the other hand, we will be ready to furnish our final opinion to the purchasers at the time they take up and pay for the bonds at the Bankers Trust Company (we can have a representative present). The latter course is the one usually adopted. You should, of course, instruct the Bankers Trust Company to permit us to examine one of the executed bonds when they arrive in New York.

Very truly yours,

*Reed, Dougherty, Hoyt & Walkden*

LHW/AAK

Enclosures.

w  
October 13, 1926.

Mr. David S. Ruddy,  
Lincoln Alliance Bank Building,  
Rochester, New York.

Dear Sir:-

We are herewith enclosing your legal  
file with reference to an issue of bonds by Union Free  
School District No. 6, Town of Ontario, which you loaned  
to us some time ago for reference.

We thank you for this.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

Oct. 12, 1926.

Messrs. Reed, Dougherty, Hoyt & Washburn,  
49 Wall Street,  
New York City.

Re: \$206,000 Bond Issue-  
Union Free School District  
No. 1, Town of Wheatland.  
-----

Gentlemen:-

Since our letter to you of yesterday enclosing two copies of completed record in this matter, we have received from the State Department two certificates with reference to the equalization rate in the Town of Wheatland for the years 1925 and 1926, and we are enclosing herewith to be inserted in the two duplicates of the record which you have, two each of these certificates. We now believe you have the entire completed record in this matter.

Very truly yours,

MACOMBER & SKIVINGTON

By

GJS:MJS

Encl. \

October 11, 1926

Abstract Guaranty Company,  
Rochester, New York.

Gentlemen:-

We are enclosing herewith abstract of title covering property owned by Frederick G. Ebsary and wife in the Village of Scottsville to have the same redated and two deeds added. You will find recently recorded a deed from Ebsary and wife to the Village of Scottsville covering two small parcels for Street purposes and a second conveyance to the Board of Education of Union Free School District Number One, conveying an additional parcel.

Will you please make this redate at your earliest convenience, have the same charged to Raines and Raines and return the abstract to us.

This is the abstract of which Raines & Raines have been inquiring from your Company.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

w  
October 11, 1926.

State Tax Commission,

Albany, New York.

Gentlemen:-

On September 30th, 1926 we wrote you stating that we were acting as attorneys for the Union Free School District No. one, Town of Wheatland, Monroe County, New York, with reference to a \$206,000 bond issue and asking you to send us five certificates of equalization rate in that District for the years 1925 and 1926.

To date we have heard nothing from you and would ask you if you would please furnish these certificates at your earliest convenience as the matter is now being held up awaiting your action.

If the equalization rate has not yet been fixed for 1926, will you please furnish us with the 1925 rate and advise us of the fact that it has not yet been fixed for 1926.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

W  
October 11, 1926.

Mr. David Ruddy,  
Lincoln Alliance Bank Building,  
Rochester, New York.

Dear Sir:-

Re:- Union Free School District No. 1  
Town of Wheatland.

The entire record in connection with this  
issue, all signed and in proper shape, has gone forward  
to Reed, Dougherty, Hoyt & Washburn today.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D



STATE TAX COMMISSION

M. F. LOUGHMAN, PRESIDENT  
JOHN J. MERRILL  
MARK GRAVES  
COMMISSIONERS

CHARLES H. MCTIGUE  
SECRETARY

STATE OF NEW YORK



BUREAU OF LAW  
SETH T. COLE  
DEPUTY COMMISSIONER

ADDRESS YOUR REPLY TO  
STATE TAX DEPARTMENT  
BUREAU OF LAW

TAX DEPARTMENT

ALBANY

October 11, 1926

Macomber & Skivington, Esqs.  
511-517 Wilder Building  
Rochester, N. Y.

Gentlemen:

The State Tax Commission acknowledges receipt of your letter of September 30 and in accordance with the request therein contained encloses certificates showing the rates of assessment of real property in the town of Wheatland, Monroe County, as fixed and determined by it for the years 1925 and 1926.

Very truly yours

STATE TAX COMMISSION

By

*Seth T. Cole*

SETH T. COLE  
Deputy Commissioner.

McC

Enclosures

AWO  
HOM  
BOND  
A. B. U. N. I. S. O. A. N.

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY, HOYT & WASHBURN  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

October 5, 1926

\$206,000 Wheatland U. F. S. D. No. 1 Bonds

George J. Skivington, Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

At the request of Mr. Ruddy, we hand you herewith two copies of a draft of resolution which may be adopted by the Board of Education for the purpose of prescribing the form of the proposed bonds.

We are satisfied that we shall be able to approve the sale of the bonds provided they are awarded to the bidder who offers to take them at the lowest rate of interest.

Very truly yours,

*Reed, Dougherty, Hoyt Washburn*

LHW:MP  
Enc.

Oct. 8, 1926.

Pulleyn & Co.  
52 Broadway,  
New York City.

Gentlemen:-

We represent the Board of Education of Union Free School District No. 1, Town of Wheatland in connection with their proposed bond issue, upon which your firm bid.

Pursuant to the Board we are returning herewith your certified check drawn on the American Exchange Pacific National Bank under date of October 5, 1926 to Board of Education, Union Free School District No. 1, Town of Wheatland, New York for \$4120.00, you being an unsuccessful bidder.

For your information these bonds were sold to Batchelder, Wack & Co. on an interest basis of .0460, with a premium of \$1612.98.

Very truly yours,

MACOMBER & SKIVINGTON

By

GJS:MJS  
Encl.

Oct. 8, 1926.

Mr. Eugene Raines,  
Terminal Building,  
Rochester, N.Y.

Dear Sir:-

Pursuant to our conversation I am enclosing herewith the Deed from F. G. Ebsary and Margaret Ebsary, his wife, to the Village of Scot tsville, of the two streets, together with a letter which you wrote him on the 28th inst.

Will you please have the Deed signed and executed tomorrow and return to us so we can record it on Monday.

Very truly yours,

MACCUMBER & SKIVINGTON

By

GJS:MJS

Oct. 8, 1926.

Batchelder, Wack & Co.  
100 Broadway,  
New York City.

Re: \$206,000 Bond Issue -  
Union Free School District No.  
1, Town of Wheatland.  
-----

Gentlemen:-

As you have already been advised you were the successful bidder for these Bonds at the sale on the 6th inst. The Bonds are now in process of printing and we expect that they will be ready for delivery within ten days from next Monday. They will be delivered to the Union Trust Company of this City, together with the entire proceeding in connection with their issue and the approving opinion of Messrs. Read, Dougherty & Hoyt, New York City.

The undersigned arranged with your Mr. Bond to give you at least a days notice of their arrival in New York.

Very truly yours,

MACOMBER & SKIVINGTON

By

GJS:MJS

<u>name</u>	<u>no of shs</u>	<u>Price</u>
Pulley & Company 52 Bow N.Y.	4.60	370.80
Redmond & Company Mfrs & Traders Trust Co. of Buffalo N.Y.	4.75 (1)	150.00
Sage, Walscott & Stebbins	4.70	178.00
Geo. B. Gibbons Co. of N.Y.	4.60	
Batchelder, Wadsworth & Co 100 Bow N.Y.	4.60 - 4.55	
		100.180
		100.15
		100.178
		100.3949
		100.483

1001.50  
206

600900  
200300  
206,30900

1001.80  
206

601080  
200360  
206,37080

To be cut and inserted in minute book

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY, HOYT & WASHBURN  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

October 6, 1926

\$206,000 Union Free School District No. 1,  
Town of Wheatland School Bonds

George J. Skivington, Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

We have received your letter of October 5th.  
The papers therewith enclosed are satisfactory and give  
us all the information requested in numbered paragraphs  
3, 4 and 7 of our letter of September 29th.

Very truly yours,

*Reed Dougherty Hoyt Washburn*

LHW:MP



ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY, HOYT & WASHBURN  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

October 5, 1926

\$206,000 Town of Wheatland U.F.S.D.No. 1 Bonds

George J. Skivington, Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

We have received your letter of October 4th.

We regret that the notice of sale does not specifically state that the bonds will be awarded to the bidder who will offer to take them at the lowest rate of interest. However, we have decided that we can approve the award if they are in fact awarded to the person who will take them at the lowest rate of interest.

The Town of Mumford Bonds were, of course, Water Bonds. As pointed out in our last letter, the statute as it stood at the time the bonds were issued specifically required the bonds to be awarded to the bidder who would take them at the lowest rate of interest. In such circumstances the notice of sale drawn by Clay & Dillon was, of course, the only proper notice to be used.

Very truly yours,

*Reed Dougherty, Hoyt Washburn*

LHW:MP

October 11, 1926.

Messrs. Reed, Dougherty & Hoyt,  
49 Wall Street,  
New York City.

Re: \$206,000 Bond Issue-  
Union Free School District  
No. 1, Town of Wheatland.  
-----

Gentlemen:-

We are enclosing herewith two copies of the record in connection with the above matter.

We think that you will find everything completed except the Certificate from the Tax Department as to the equalization rate. We have written them twice about this but have not yet received word from them, and are writing again today and will send it on to you when received.

One of these copies we assume you will wish to retain, and the other you will send back to us with your opinion, for delivery with the Bonds which are to be sent to the Bankers Trust Company of New York through the Union Trust Company of Rochester, for delivery to the purchaser. These bonds are now being printed and we think they will be ready the last of this week or the first of next week.

Will you please immediately check these papers and advise us if everything is there with the exception of this certificate from the State Tax Department.

Will you also please send us two additional copies of your opinion, to be affixed to the remaining copies of the record which we are making (four copies in all). Will you also please send us the unsigned copy of the record which you already have.

Very truly yours,

MACOMBER & SKIVINGTON

By

GJS:MJS  
Encl.

GEORGE R. RAINES  
EUGENE RAINES  
JOHN RAINES, JR.

LAW OFFICES  
RAINES & RAINES  
504 TERMINAL BUILDING  
ROCHESTER, NEW YORK

October 6, 1926.

Re: Ebsary Transfer

Mr. George Skivington,  
16 State St., Room 315,  
Rochester, N. Y.

Dear Sir:

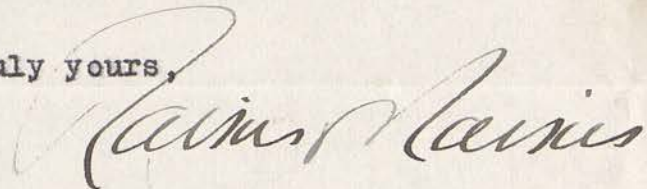
We enclose herewith Tax Search, showing all County taxes paid. Mr. Ebsary said he would take care of the School Tax.

We have searched for the Abstract and been unable to find it. Will you please make sure it is not in your possession. We left an Abstract some two weeks ago at the Abstract Co. by putting it through the front door after they were closed. We believe it was this Abstract, but the Abstract Company say they have not it, so if it is not found within a short time, we will have one of the printed ones certified for you.

ER/MM

Truly yours,

Enclosure.



October 6, 1926.

Mr. Gilbert T. Amsden,  
Terminal Building,  
Rochester, N.Y.

Dear Sir:-

We are enclosing herewith copy of contract between F. A. Mott Electric Co. and the Board of Education of Union Free School District Number One, Town of Wheatland, the contract guarantee bond in connection with which was written through your office.

If we have already furnished you with a copy of this contract, will you please return it to us.

Yours very truly,  
MACOMBER & SKIVINGTON

By-

GJS:D

October 6, 1926.

Aetna Casualty and Surety Company,  
Aetna Building,  
Rochester, N.Y.

Gentlemen:-

Attention Mr. H. Douglas Jones

We are enclosing herewith a copy of the contract between Board of Education of Union Free School District Number 1 and Arensmeyer, Warnock, Zahrndt, Inc., the contract guarantee bond in connection with which was written through your office.

You will note that the contract is dated the 21st day of September, 1926 and we have inserted that date in your bond.

Yours very truly,  
MACOMBER & SKIVINGTON

By-

GJS:D

October 5, 1926

Messrs. Reed, Dougherty, Hoyt & Washburn,  
Attorneys at Law,  
49 Wall Street,  
New York City.

Gentlemen:-

In Re:- Union Free School District  
No. 1, Town of Wheatland.

We are enclosing herewith proof of publication by  
Daily Record Publishing Company of the notice of sale in  
this matter, together with two certificates by the Commissioner  
of Education, one to the effect that the plans for the new  
building have been approved, and the other to the effect  
that the District is a Union Free School District and was  
recognized as such in the last distribution of public moneys.

Will you please attach these to the papers which you  
already have.

Yours very truly,

MAGOMBER & SKIVINGTON

By-

GJS:D

October 5, 1926

Mr. Carl G. Ade,  
104 East Avenue,  
Rochester, New York.

Dear Sir:-

Re:- Union Free School District No. 1  
Town of Wheatland, Monroe County, N.Y.

The four contracts in this matter have been duly executed and the originals filed with the Clerk of the District; bonds in each instance have been furnished, approved and filed.

We are enclosing herewith one copy each of the four contracts, to wit:-

Werner Spitz; Arensmeyer, Warnock, Zahrdt, Inc.;

E. A. Mott Electric Co.; John G. Arensmeyer and George J. Long.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

October 5, 1926.

John G. Arensmeyer & Co.,  
52 North Union Street,  
Rochester, New York.

Gentlemen:-

We are enclosing herewith a copy of contract between John G. Arensmeyer & George J. Long and Board of Education of Union Free School District Number One, for the plumbing in the new school.

Your bond by the National Surety Company has been approved and filed.

Yours very truly,  
MACOMBER & SKIVINGTON

By-

GJS:D



October 5, 1926

Messrs. Arensmeyer, Warnock, Zahradt, Inc.  
114 Monroe Avenue,  
Rochester, New York.

Gentlemen:-

We are enclosing herewith copy of contract between your company and Union Free School District No. 1, Town of Wheatland, executed yesterday.

The bond furnished by the Aetna Surety Company has been approved by the undersigned and filed.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

October 5, 1926.

Mr. Louis E. Boutwell,  
Scottsville, New York.

Dear Sir:-

We are enclosing herewith the following papers:-

(1) Receipt of John G. Arensmeyer & Co. for return of certified check which accompanied their bid;

(2) Original contract between Arensmeyer, Warnock, Zahrdt, Inc. and your Board of Education for installation of heating equipment; receipt of this concern for return of their certified check which accompanied their bid, and contract guarantee bond by the Aetna Casualty and Surety Company with the approval of the undersigned.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

THE UNIVERSITY OF THE STATE OF NEW YORK  
THE STATE DEPARTMENT OF EDUCATION  
ALBANY

LAW DIVISION  
ERNEST E. COLE  
COUNSEL  
IRWIN ESMOND  
DIRECTOR AND ASSISTANT COUNSEL  
CHARLES A. BRIND JR  
ASSISTANT

October 2, 1926

Messrs Macomber & Skivington  
Attorneys and Counselors at Law  
511-517 Wilder Building  
Rochester, N. Y.

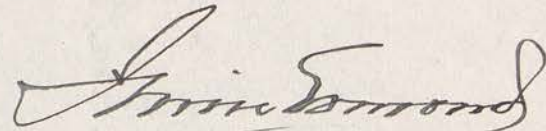
Gentlemen:

In response to your request of September 30th in relation to the new school building in Union Free School District No 1 of the town of Wheatland, Monroe County I am inclosing herewith the certificates showing that the district had been recognized as a union free school district in the last apportionment of public moneys and also that the plans of Mr Carl C. Ade have been approved by this department.

Very truly yours

H.

Incls.



Irwin Esmond.

October 1, 1926

Messrs. Arensmeyer, Warnock, Zahrdt, Inc.  
114 Monroe Avenue,  
Rochester, New York.

Gentlemen:-

We represent the Board of Education of Union Free School District No. 1, Town of Wheatland, upon which you bid for the heating and ventilation equipment.

We have prepared the contract and have it ready for your signature. Will you please have one of the officers of your firm come in and go over it with us, and if it is in proper shape, execute it. He should bring with him your corporate seal.

Also please have sent to us at your earliest convenience your surety company guarantee bond as provided for in the specifications.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

October 4, 1926

Mr. Louis E. Boutwell,  
Secretary of Board of Education,  
Scottsville, New York.

Dear Sir:-

We are enclosing herewith the following papers for  
your files:-

(1) Original contract between John G. Arensmeyer & George  
J. Long doing business under the firm name and style J. G.  
Arensmeyer & Co. and your Board of Education together with  
contract guarantee bond by National Surety Company;

(2) Contract between F. A. Mott Electric Co. and your  
Board of Education, contract guarantee bond accompanying the  
same by National Surety Company and receipt for return of  
certified check.

(3) Bill of Daily Record Publishing Company for  
publishing notice of bond sale.

I discovered that this was required under the provision  
of the General Municipal Law.

We have not as yet received the receipt for the  
return of the John G. Arensmeyer & Co. certified check but  
will send it on to you when received.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D



# National Surety Company

Capital \$10,000,000.00

New York.

## GILBERT T. AMSDEN

AGENT

[AUTHORITY LIMITED]

FOR COUNTIES OF

Montro, Genesee, Livingston

Wayne Orleans, Ontario

FRANK J. EATON

SPECIAL AGENT

Counselors and Attorneys

PLUMB & PLUMB

MCKAY, BROWN & JOHNSON

### LOCAL BOARD

JOHN H. GREGORY

PRES. CENTRAL TRUST CO.

WM. T. PLUMB, ESQ.

CHAS. E. BOSTWICK, ESQ.

CLARENCE W. MCKAY, ESQ.

HARRY H. SERVIC, ESQ.

CLAUDE LUDINGTON

MARTIN MOLL

KENDALL B. CASTLE, ESQ.

ARTHUR R. CURRAN, ESQ.

GEORGE R. DRAPER, ESQ.

EUGENE RAINES, ESQ.

H. DOUGLASS VAN DUSER, ESQ.

506-507 TERMINAL BUILDING

TELEPHONES, MAIN 4325  
MAIN 4326

Rochester, N. Y. Oct. 2, 1926.

Mr. George J. Skivington,  
Wilder Bldg.,  
Rochester, New York.

Dear Sir:

Re: Bonds - John G. Arensmeyer & Co., and  
F. A. Mott Electric Co., Inc.

I am pleased to enclose copy of  
each of the above bonds which we executed in  
favor of the Board of Education of Union Free  
School, District No.1, Town of Wheatland,  
New York.

Yours very truly,

General Agent.

CLB/FH  
Encl:

Sept. 29, 1926.

Sage, Wolcott & Steele,  
Lincoln-Alliance Bank Bldg.,  
Rochester, N.Y.

Attention Mr. Ruddy.

Dear Sir:-

I am enclosing herewith some of the stationery of the Scottsville School for the purpose of your writing the letter to the list of prospective bond purchasers.

I am also enclosing herewith a statement of some facts which you can use in forming the letter. I would like, if possible, to take the letters up with me tonight to be signed by the Clerk. I did not obtain the envelopes but I will get those and have them addressed if you will make out the letters.

I am enclosing herewith signatures of the president and the Clerk of the Board. I notice that on the Ontario Bond which you gave me the coupons are signed by the Clerk. S. King Brown is our President and Boutwell is the Clerk.

Very truly yours,

MACOMBER & SKIVINGTON

By

GJS:MJS

W

SEPTEMBER 29, 1926

Mr. George Van Schaick,  
Attorney at Law,  
Central Trust Building,  
Rochester, N.Y.

Dear Sir:-

We are enclosing herewith an executed  
copy of the contract between Union Free School  
District Number One, Town of Wheatland, and  
Werner Spitz.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D



W  
September 29, 1926

Mr. Gilbert T. Amsden,  
Terminal Building,  
Rochester, New York.

Dear Sir:-

I am enclosing herewith for your files a copy of the contract between Union Free School District Number One Town of Wheatland, and Werner Spitz, bearing date the 21st day of September, 1926.

In the bond for Mr. Spitz written through the National Surety Company, we have inserted the date of this contract as above and would ask you to please send us one complete copy of that bond.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

3  
September 24, 1926

Messrs. Reed, Dougherty, Hoyt & Washburn,  
Attorneys at Law,  
49 Wall Street,  
New York City.

Gentlemen:- Re: Union Free School District No. 1,  
Town of Wheatland.

We are enclosing herewith notice of the bond  
sale in the above matter together with a copy of the affidavit  
of Louis E. Boutwell concerning the posting thereof.

You now have all of the papers in this matter  
down to date.

Yours very truly,  
MACOMBER & SKIVINGTON

By-

GJS:D

October 4, 1926

Messrs. Reed, Dougherty, Hoyt & Washburn,  
Attorneys at Law,  
49 Wall Street,  
New York, N.Y.

Re:- \$208,000 Town of Wheatland, N.Y.  
U.F.S. District No. 1 Bonds.

Gentlemen:-

This will acknowledge receipt of yours of the first of October with reference to the above matter.

On receipt thereof I looked up the old Town of Mumford bonds, and find that they were approved by Clay & Dillon rather than by your firm, and I am sorry to have made this error.

We would like to have you prepare the form of resolution directing the issue of the bonds and to send it on to us at your earliest convenience.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

October 4, 1926

Mr. Carl C. Ade,  
104 East Avenue,  
Rochester, New York.

Dear Sir:-

Enclosed herewith find copy of Contract re Town  
of Oakfield which you loaned to me some time ago.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

October 4, 1926

Messrs. Reed, Dougherty, Hoyt & Washburn,  
Attorneys at Law,  
49 Wall Street,  
New York City.

Re:- \$206,000 Town of  
Wheatland U.F.S. No. 1 Bonds

Gentlemen:-

In answer to your inquiry of the second instant, permit us to say that the first premium on these bonds will be for two months period, that is from October 1st to December 1st.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY, HOYT & WASHBURN  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

October 2, 1926

\$206,000 Town of Wheatland U.F.S.D. No. 1 Bonds

George J. Skivington, Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

Prospective purchasers are inquiring whether the first coupon will cover an eight months' period or a two months' period. We would appreciate it if you could let us have this information by Tuesday.

Very truly yours,

*Reed, Dougherty, Hoyt & Washburn*

LHW:MP

Oct. 1, 1926.

F. A. Mott Electric Co. Inc.  
907 Gas & Electric Bldg.,  
Rochester, N.Y.

Gentlemen:-

We are handing your Secretary, Miss Stump, herewith a completed copy of your contract with the Board of Education of Union Free School District No. 1, Town of Wheatland.

We are also handing you herewith your certified check which accompanied your bid.

Your bond has been delivered to us and approved as to form and sufficiency of the surety.

Very truly yours,

MACOMBER & SKIVINGTON

By

GJS:MJS  
Encl.

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY, HOYT & WASHBURN  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

October 1, 1926.

\$206,000 Town of Wheatland, N.Y., Union Free School  
District No. 1, School Bonds.

George J. Skivington, Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

We have received your letter of September 30th.

We are unable to identify the Mumford Water District Bonds to which you refer in your letter. We would appreciate it if you would give us the name of the Town which issued the bonds. We have never approved any "Town of Mumford" bonds, and assume that Mumford is not the Town.

In any event, Section 288 of the Town Law required the bonds to be awarded to the bidder who would offer to take them "at the lowest rate of interest." In such circumstances, it was impossible to state the rate of interest in the notice of sale, and probably it was not necessary to state in the notice that the bonds would be awarded to the bidder who would take them at the lowest rate of interest, because the bidders would be presumed to know the law.

You do not advise us whether or not you want us to prepare the resolution prescribing the form of bond. Mr. Ruddy asked us to do so, and to send him a copy.

Very truly yours,

*Reed, Dougherty, Hoyt & Washburn*

LHW/AAK



October 1, 1926

Mr. Gilbert T. Amsden,  
Terminal Building,  
Rochester, New York.

Dear Sir:-

We are enclosing herewith a copy of contract between John G. Arensmeyer and George J. Long, transacting business under the firm name and style John G. Arensmeyer & Co., and Board of Education of Union Free School District Number One, Town of Wheatland, the guaranty bond in connection with which was written through your office.

Will you please immediately send us a complete copy of the undertaking in this matter.

We have inserted the date of the contract in the original undertaking as September 21, 1926.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

October 1, 1926

Mr. Louis E. Boutwell,  
Scottsville, New York.

Dear Mr. Boutwell:-

We have completed the contract with Werner Spitz and we are enclosing herewith for your files one duplicate of that contract and bond furnished thereunder which has been approved by the undersigned, and a receipt by Mr. Spitz for the return of his check for \$6500.00 which accompanied his bid.

With reference to the Ebsary transfer, this was closed yesterday and Mr. Raines was furnished with a letter by us written at the direction of and with the approval of Mr. Brown, your President, a copy of which we are also enclosing herewith. The deed is being recorded today and will be sent to you when it is returned from the County Clrk's Office.

The contract for the plumbing with John G. Arensmeyer & Co. has been signed and the bond furnished, but some details have not yet been completed and this will be sent on to you as soon as completed.

With reference to the other two contracts, we are waiting for the contractors to come in and sign.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

October 1, 1926

John G. Arensmeyer & Co.  
53 North Union Street,  
Rochester, New York.

Gentlemen:-

We note that both Mr. Arensmeyer and Mr. Long of your firm have completed the execution of the contract between your firm and the Board of Education of Union Free School District, Number One, Town of Wheatland, and that the bond in proper form has been furnished and is on file with us.

We are, therefore, returning herewith your certified check dated September 10, 1926 to the order of the Board of Education drawn on Merchants Bank of Rochester for \$492.00.

We are also enclosing herewith receipt for this check which we would ask you to please execute and return to us immediately.

When you send back the copy of the contract which Mr. Long took away to be signed by Mr. Arensmeyer, we will send you a complete copy of the contract.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

October 1, 1926

Mr. John C. Malloch,  
Churchville, N.Y.

Dear Mr. Malloch:-

This will acknowledge receipt of your letter with reference to the Scottsville High School bond issue and in particular with reference to the requirement of publication of the notice.

This notice was sent to the Daily Record yesterday and is being published today.

The necessity for the publication was called to our attention by the New York Attorneys.

I thank you very much for your interest in the matter.

Yours very truly,  
MACOMBER & SKIVINGTON

By-

GJS:D

September 30, 1926

State Tax Commission,

Albany, New York.

Gentlemen:-

We represent the Board of Education of Union Free School District Number One, Town of Wheatland, Monroe County, New York, in connection with the proposed bond issue of \$206,000, the proceeds to be used in connection with the erection of a new High School.

It is required in connection with the proceedings for the bond issue that certificates be furnished by you showing the ratio which the assessed valuation of taxable property in the Town of Wheatland bears to the actual or full valuation of said property as ascertained by your commission.

This ratio is required for both the years 1925 and 1926.

Will you please furnish us with five certificates of that ratio for each year.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

September 30, 1926.

Messrs. Reed, Dougherty, Hoyt & Washburn,  
Attorneys at Law,  
49 Wall Street,  
New York City.

Gentlemen:-

This will acknowledge receipt of your telegram of the 29th instant together with your letter of the same date, contents of which have been noted.

We are particularly concerned with the latter part of your letter in which you seem to raise some question as to the form of this notice of sale in view of the fact that it does not state that the bonds are to be awarded to the bidder who offers to take them at the lowest interest rate.

With reference to this phraseology in this notice, we followed precisely the notice of bond sale in the matter of Mumford Water District, the legality of the issue of the bonds in which your firm approved in 1923.

We are today attending to the publication of the notice as required by Section 9 of the General Municipal Law. The publication is being made in the Daily Record of this City which is duly qualified to publish all legal notices.

Yours very truly,

MACOMBER & SKIVINGTON

GJS:D

By-

September 30, 1926

State Department of Education,  
Albany, New York.

Gentlemen:-

We represent Union Free School District Number One, Town of Wheatland, Monroe County, New York, in connection with the issue of bonds now being made for the erection of a new High School within the district.

Will you please provide us with a certificate of your Department showing that the District is recognized by your Department as a Union Free School District in the Distribution of State moneys.

We would appreciate it if you could give us five duplicates of this certificate.

Will you also please furnish us with five duplicates of a certificate showing that the plans for the new school building made by Mr. Carl C. Ade have been approved by your Department.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

September 30, 1926

Daily Record Publishing Co.  
Water Street,  
Rochester, New York.

Gentlemen:-

We are enclosing herewith notice of sale of bonds of Union Free School District No. 1, Town of Wheatland, which must be published at the latest tomorrow morning.

We will require five duplicates of the proof of publication.

Will you please let me have these some time tomorrow.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D



September 30, 1926

Mr. G. J. Friedell,  
Scottsville, New York.

Dear Mr. Friedell:-

The note of the Board of Education to the order of Union Trust Company for \$3500.00 was discounted today. The note is dated September 29th, 1926 and is due thirty days from date.

The note was discounted so that your account was credited with \$3482.50 and on the 29th day of October the note will be due and it will require \$3500.00 to pay it.

I am sending you this information so that you can use it in your books.

Yours very truly,  
MACOMBER & SKIVINGTON

By-

GJS:D

September 30, 1926

Mr. Eugene Raines,  
Terminal Building,  
Rochester, New York.

Dear Mr. Raines:-

The following is a copy of the resolution which was adopted by the Village Board of the Village of Scottsville last night with reference to the dedication of the two streets by Mr. Ebsary to the Village.

This followed after the usual resolution with reference to the acceptance.

"Mr. Skivington thereupon stated to the meeting that the understanding and agreement with Mr. Ebsary in connection with the dedication of these two Streets was that on both Streets Mr. Ebsary would plow one-half of the width of the street to be plowed and the School District would plow the other one-half. That in connection with the Street running from Brown's Avenue to Oatka Place extended, being Parcel #2, the agreement was that any charge or assessment for improvements or for sidewalks in connection with said Street, no more than one-half of the cost thereof should be spread against any property owned by Mr. Ebsary, it being understood that this was personal to Mr. Ebsary only and applied only while he owned the property.

On motion duly made, seconded and unanimously carried it was

RESOLVED that this allowance and understanding be and the same hereby is approved and confirmed."

Yours very truly,  
MACOMBER & SKIVINGTON

By-

GJS:D

September 30, 1926

Mr. Eugene Raines,  
Attorney at Law,  
Terminal Building,  
Rochester, New York.

Dear Sir:-

In Re:- Transfer from Ebsary to  
Union Free School District No. 1.

I have talked with Mr. S. King Brown, Chairman of the Board of Education of this District this morning concerning the question raised by Mr. Ebsary as to the erection by the School District of an ornamental fence along the westerly line of property being conveyed by Mr. Ebsary to the School District, that is, running from Beckwith Street southerly to where the south line of the property being conveyed intersects Oatka Street as extended.

Mr. Brown as President of the Board has authorized me to say that if when the School is completed Mr. Ebsary then desires it, the District will build an ornamental fence along this line. It being understood and agreed, however, that the District is under no obligation to maintain or to keep it there forever or anything of that sort, and it being distinctly understood and agreed that it may make as many openings or entrances therein as it sees fit.

I want it distinctly understood that this property is being conveyed under no conditions subsequent and that this agreement does not affect the title in any way and is only personal to Mr. Ebsary.

Mr. Brown is present while this letter is being dictated and has O. K.'d the same.

Yours etc.

MACOMBER & SKIVINGTON

By \_\_\_\_\_

I approve of the foregoing

\_\_\_\_\_  
President of the Board of  
Education Union Free School  
District No. 1.

**John C. Malloch**  
**District Superintendent of Schools**

CHURCHVILLE, N. Y., September 30, 1926

Mr. George J. Skivington  
8 Exchange St  
Rochester, N. Y.

My dear Mr. Skivington:

I happened to meet King Brown today and in the course of our conversation he mentioned that the school bonds had been offered for sale. I also understood him to say that there was no publication of sale in a newspaper published in the county or in a financial paper publishes and circulating in New York City. While subdivision 2 of section 480 of the Education Law prescribes no such obligation on the part of the district, Section 9 of the general municipal law requires that such publication be made not less than 5 or more than 30 days prior to the sale. I did not say anything to King for I thought possibly he might be mistaken about this. Section 9 of the general municipal law is quoted on page 164 of the Education Law as amended to July 1st, 1925.

Very truly yours,

*J. C. Malloch*

District Superintendent



# National Surety Company

Capital \$10,000,000.00

New York.

## GILBERT T. AMSDEN

AGENT

[AUTHORITY LIMITED]

FOR COUNTIES OF

Monroe, Genesee, Livingston

Wayne Orleans, Ontario

FRANK J. EATON

SPECIAL AGENT

Counselors and Attorneys

PLUMB & PLUMB

MCKAY, BROWN & JOHNSON

### LOCAL BOARD

JOHN H. GREGORY  
PRES. CENTRAL TRUST CO.

WM. T. PLUMB, ESQ.

CHAS. E. BOSTWICK, ESQ.

CLARENCE W. MCKAY, ESQ.

HARRY H. SERVIC, ESQ.

CLAUDE LUDINGTON

MARTIN MOLL

KENDALL B. CASTLE, ESQ.

ARTHUR R. CURRAN, ESQ.

GEORGE R. DRAPER, ESQ.

EUGENE RAINES, ESQ.

H. DOUGLASS VAN DUSER, ESQ.

506-507 TERMINAL BUILDING

TELEPHONES, MAIN 4325  
MAIN 4326

Rochester, N. Y. Sept. 30, 1926.

Mr. George J. Skivington,  
Wilder Bldg.,  
Rochester, New York.

Dear Sir:

Re: Contract - Werner Spitz.

I thank you for your letter of  
September 9th enclosing copy of contract  
for our files.

As requested, I am enclosing  
copy of bond issued by us.

Yours very truly,

General Agent.

CLB/FH

Encl:

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at Main Office, 15 and 17 Reynolds Arcade, Rochester, N. Y. **ALWAYS OPEN**

1926 SEP 29 PM 1 05

NBR413 17

AG NEWYORK NY 29 1251P

GEORGE J SKIVINGTON

470  
WILBUR BLDG ROCHESTER NY

BE SURE TO PUBLISH WHEATLAND NOTICE OF SALE AS REQUIRED BY  
SECTION NINE OF GENERAL MUNICIPAL LAW

REED DOUGHERTY HOYT AND WASHBURN.

Charge to the account of \_\_\_\_\_ \$ \_\_\_\_\_

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired: OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM



NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 29, 1926.

GEORGE J. SKIVINGTON  
WILDER BUILDING  
ROCHESTER, NEW YORK

Be sure to publish Wheatland notice of sale as required by  
Section nine of General Municipal Law.

REED, DOUGHERTY, HOYT &amp; WASHBURN.

CONFIRMATION COPY

## ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, *unless specially valued*; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.

2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.

6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the company for transmission.

7. It is agreed that in any action by the company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages under the classes of messages enumerated below shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

NEWCOMB CARLTON, PRESIDENT

## CLASSES OF SERVICE

### TELEGRAMS

A full-rate expedited service.

### NIGHT MESSAGES

Accepted up to 2:00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.

Night Messages may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Messages at destination, postage prepaid.

### DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard Night Letter rate for the transmission of 50 words or less and one-fifth of the initial rates for each additional 10 words or less.

#### SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Day Letters may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.

B. Day Letters shall be written in plain English. Code language is not permissible.

C. This Day Letter is received subject to the express understand-

ing and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely, and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

No employee of the Company is authorized to vary the foregoing.

### NIGHT LETTERS

Accepted up to 2:00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The standard telegram rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard telegram rate for 10 words shall be charged for each additional 10 words or less.

#### SPECIAL TERMS APPLYING TO NIGHT LETTERS:

In further consideration of the reduced rates for this special Night Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Night Letters may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

B. Night Letters shall be written in plain English. Code language is not permissible.

No employee of the Company is authorized to vary the foregoing.



ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY, HOYT & WASHBURN  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

September 29, 1926.

\$206,000 Union Free School District No. 1,  
Town of Wheatland, N.Y., School Bonds.

George J. Skivington, Esq.,  
511 Wilder Building,  
Rochester, New York.

Dear Sir:

We have received your letters of September 23rd and 24th, and have gone over the papers therewith enclosed. We suggest that you have the originals executed and sent to us. We will then return the copies which we have checked.

In addition to the papers which you have submitted to us, we should like to have the following:

- ✓ 1. Your own certificate, in the form enclosed herewith, showing that you approve the legality of the bonds, and that there is no litigation involving their validity.
- ✓ 2. A copy or fac-simile of the ballot used at the District Meeting, certified by the District Clerk.
- ✓ 3. A certificate of the State Department of Education, showing that the District is recognized as a union free school district, in the distribution of state moneys. The Department has a printed form of certificate which it will readily furnish, upon request.
- ✓ 4. A certificate showing that the plans for the school building have been approved by the State Department of Education.
- ✓ 5. An affidavit by the District Treasurer, showing that the District has no bonded debt, other than the proposed \$206,000.

G. J. S., - 2.

the notice of sale. We have always considered, however, that Section 9 permits the municipality to name a maximum rate, provided the notice states that the bonds will bear interest at not exceeding the maximum rate and will be awarded to the bidder who offers to take them at the lowest interest rate. The notice used does not contain the latter statement. We hope to reach the conclusion that it can be implied from the notice. Perhaps it would be better to postpone any final conclusion until the bids have been received and the bonds awarded. The bonds should, of course, be awarded to the bidder offering to take them at the lowest rate of interest.

Very truly yours,

*Reed, Dougherty, Hoyt & Washburn*

LHW/AAK

Enclosure.

Copy to Sage, Wolcott & Steele.

G. J. S., - 2.

✓ 6. A certificate by the Village Clerk, showing that the boundaries of the District are not coterminous with those of any incorporated village or city. This is important because of the provisions of Subdivision 4 of Section 480 of the Education Law. Also, please have the certificate state that the 1925 assessed valuation of taxable property is the last assessed valuation.

✓ 7. Publisher's affidavit, showing the publication of the notice of sale of the bonds in the manner required by Section 9 of the General Municipal Law.

✓ 8. Certified extracts from the minutes of the Board of Education, showing the bids received for the bonds and the award of the bonds. A list of the bids received should be spread upon the minutes and included in the extracts. There should be adopted at the meeting a resolution prescribing the form of the bonds, and proof of its adoption should be included in the extracts. If desired, we will draft the resolution for you.

9. A certificate, issued by the State Tax Commission, or its Secretary, showing the ratio which the assessed valuation of taxable property in the Town of Wheatland bears to the actual or full valuation of such property, as ascertained by the State Tax Commission. Such a certificate can be readily obtained. We desire to have it to corroborate the statements in the Clerk's affidavit.

✓ 10. A "Receipt" and "Signature Identification Certificate", showing that the bonds were duly executed, delivered and paid for, pursuant to the award. We will supply forms as soon as we have received proof of the award.

The form of notice of sale which has been prescribed by the Board of Education troubles us in one respect. The notice states that the bonds will bear interest "at the rate of not to exceed 5% per annum." Section 9 of the General Municipal Law, of course, applies to the advertisement of the sale of these bonds. Literally construed, Section 9 would seem to contemplate that a definite rate of interest be fixed prior to the sale and stated in

September 23, 1926

Messrs. Reed, Dougherty, Hoyt & Washburn,  
Attorneys at Law,  
49 Wall Street,  
New York City.

Gentlemen:-

Union Free School District No. 1  
Town of Wheatland, Bonds.

This will acknowledge receipt of yours of the  
22nd instant with reference to the above matter.

We are enclosing herewith the following papers  
to be added to the file which you already have, to wit:-

Affidavit by clerk that there was only one school house  
in the District at the time of the call of the original  
meeting;

Affidavit by Mr. Boutwell as to the organization of this  
district, assessed valuation, real valuation, population, etc;

Affidavit of Clerk as to the resolution of the Board of  
Trustees, directing a meeting of the electors to modify the  
bond issue;

Notice of that meeting;

Affidavit of posting thereof;

The minutes thereof;

Minutes of meeting of Board of Trustees on the 21st day of  
September directing the sale of the bonds, etc.

These copies are not signed but they can either be

Messrs. Reed, Dougherty, Hoyt & Washburn - #2

signed later or you will be furnished with a complete signed set.

Will you kindly check these over and let us hear from you at your earliest convenience as to whether or not the same are in proper form.

We are today posting the notice of sale of the bonds. The notices are being printed and we will mail you one tomorrow.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

REED, DOUGHERTY, HOYT & WASHBURN

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

ATTORNEYS AND COUNSELORS AT LAW

49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

September 22, 1926.

\$206,000 Union Free School District No. 1, Town of  
Wheatland, N.Y., Bonds.

George J. Skivington, Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

We have just received a letter from Messrs. Sage, Wolcott & Steele, advising us that the amendatory resolution was adopted by the voters and that the Board is adopting resolutions for the purpose of authorizing the advertisement of the sale of the bonds.

We suggest that you send us at your earliest convenience certified extracts from the minutes of the Board of Education showing the proceedings taken for the purpose of calling the special meeting of voters, certified extracts from the minutes of the special meeting showing the proceedings taken at the meeting, a certified copy of the ballot used at the meeting, and affidavits showing the publication and posting of the notice of the special meeting. We should also like to have certified extracts from the minutes of the Board of Education showing the proceedings taken for the purpose of prescribing the form and fixing the details of the bonds and authorizing the advertisement of their sale.

Very truly yours,

*Reed Dougherty, Hoyt Washburn*

LHW/AAK

GEORGE R. RAINES  
EUGENE RAINES  
JOHN RAINES, JR.

LAW OFFICES  
RAINES & RAINES  
504 TERMINAL BUILDING  
ROCHESTER, NEW YORK

Sept. 30, 1926.

Mr. George J. Skivington,  
8 Exchange Street,  
Rochester, N.Y.

Dear Sir:

We are closing transfer of Scottsville school property. In the absence of a tax search, Mr. Ebsary will pay all taxes that are a lien upon the premises, including the school tax, which became a lien on or about August 15, 1926.

Mr. Ebsary also will, with his wife, sign the deed of the streets which were offered for dedication.

Truly yours,

*Eugene Raines*

ER-JW

Sept. 22, 1926.

Mr. Louis Boutwell,  
Scottsville, N.Y.

Dear Mr. Boutwell:-

I am enclosing herewith completed minutes of the meeting of the Board of Education of last night, to be posted in your Minute Book.

You will note that the Notice of Sale and minutes have been changed for a sale of the bonds on an interest bid.

I am enclosing herewith one copy of the Notice of Sale which is to be printed by Mrs. Harmon.

I had some talk this morning with Sage, Wolcott & Steele, and they suggest that at least sixty or seventy notices should be mailed to brokers, a list of whom they have and will furnish us. They also suggest that there should be mailed with the Notice of Sale a letter by you as District Clerk, giving additional information as to the bonds, such as the location of the property, value of the property, number of inhabitants, etc., and we therefore suggest that you have printed at least one hundred and possible one hundred twenty-five copies thereof.

I will frame the letters, obtain the address, etc., and see you tomorrow night (Thursday).

Very truly yours,

MACOMBER & SKIVINGTON

By

GJS:MJS



w.  
September 22, 1926

Mesars. Raines & Raines,  
Attorneys at Law,  
504 Terminal Building,  
Rochester, N.Y.

Attention Mr. Eugene Raines

Re:- Transfer Ebsary to Union Free School  
District.

Gentlemen:-

This will acknowledge receipt of yours of the  
13th instant enclosing proposed deed in the above matter.

We are extremely concerned with closing this  
transfer at the earliest possible moment and would appreciate  
it if you would advise us at the earliest opportunity of  
Mr. Ebsary's return and that he has signed the deed and the two  
offers to dedicate sent to you some time ago.

We are returning the deed herewith. It is in proper  
form.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

Sept. 20, 1926.

Mr. Eugene Raines,  
Terminal Building,  
Rochester, N.Y.

Dear Sir:-

I am enclosing herewith a Notice of Special Meeting of Union Free School District No. 1, Town of Wheatland, the first description of the description with the changes hereinafter named of the property to be conveyed by Mr. Ebsary to the district.

By reason of the fact that Mr. Ebsary will dedicate in connection with the extension of Oatka Street, thirty feet off the west side of the property above described, the following changes must be made in this description.

The course running westerly along a line parallel with said center line of Beckwith Avenue and 383.57 feet distant therefrom, north  $83^{\circ} 7' 20''$  west 242.54 feet to the center line of Oatka Place as it is to be extended northerly to Beckwith Avenue should be shortened 30 feet, reducing this line to 212.54 feet, and running it to the center of the east line of Oatka Street as it is to be extended. The line running easterly along the center line of Beckwith Avenue should be shortened thirty feet, reducing it to 791.58 feet. These changes will reduce the acreage from 6.268 to 6.004 as the Surveyor advises me.

Will you please have your Deed signed and ready to close at the earliest opportunity, as our contract for the erection of the School has been let today and the Contractor would like to start work on Wednesday if this transfer can be closed.

Very truly yours,

MACOMBER & SKIVINGTON

By

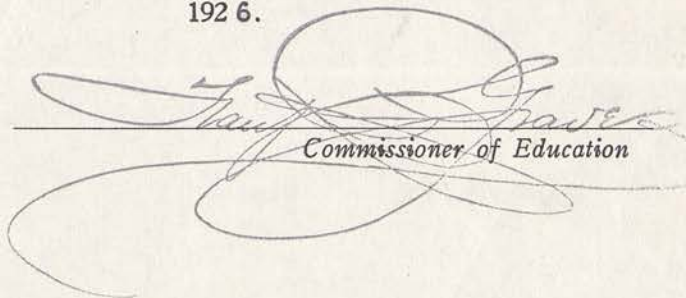
GJS:MJS

The University of the State of New York

The State Department of Education

I, Frank P. Graves, Commissioner of Education of the State of New York, do hereby certify that I have caused the records of this Department to be examined, and it appears therefrom that the plans and specifications for the **new grade and high** school building in the **union free** school district no. **1** town of **Wheatland (Scottsville)** county of **Monroe** were approved on the **8th** day of **September** 192**6**, by the Commissioner of Education as complying with the provisions of sections 451 and 452 of the Education Law, as amended by the Laws of 1910, chapter 140.

In witness whereof, I have hereunto set my hand and affixed the official seal of the State Department of Education on this **8th** day of **September** 192**6**.

  
Commissioner of Education

Sept. 17, 1926.

Mr. Lewis E. Boutwell,  
Scottsville, N.Y.

Dear Mr. Boutwell:-

Will you please, if you have them, furnish me with six or seven copies of the Notice of Meeting with reference to the purchase of the Ebsary land. We would like to close the transfer on Monday or Tuesday of next week if possible, and will need one of these to obtain the description. The others will be needed in connection with the change in the school site proceedings.

Sometime ago Mr. Brown said that he understood that Mr. Ebsary would accept the Board's note for the purchase price until receipt of the taxes in the Fall, and that if he would not accept such a note that it could be discounted at the Bank. Mr. Ebsary's attorney advises me today that he would prefer the cash, and therefore arrangement should be made at once for discounting the note at the bank so that the transfer can be closed.

Very truly yours,

MACOMBER & SKIVINGTON

By

GJS:MJS

W  
GEORGE R. RAINES  
EUGENE RAINES  
JOHN RAINES, JR.

LAW OFFICES  
RAINES & RAINES  
504 TERMINAL BUILDING  
ROCHESTER, NEW YORK

September 13, 1926.

Macomber & Skivington,  
16 State St., Room 315,  
Rochester, N. Y.

Re: Transfer Ebsary to Village of  
Scottsville.

Attention: Mr. Geo. J. Skivington.

Dear Sir:

I have yours of September 11th with enclosures.  
Have sent for Mr. Ebsary to come in and sign same. We  
enclose herewith proposed deed.

ER/MM

Truly yours,

Enclosure.

*George R. Raines*

W  
September 7, 1926

Mr. Eugene Raines,  
Attorney at Law,  
Terminal Building,  
Rochester, N.Y.

Dear Sir:-

Re:- Transfer from Ebsary  
to Union Free School District  
No. 1, Town of Wheatland

The surveyor has handed me a description of the  
two streets in this matter to be dedicated by Mr. Ebsary.

There are some matters, however, which I wish to  
check up with the Village Board before drawing the  
description.

I am leaving town today and will probably not  
be back until Friday and will then get in touch with you.

I understand that your client will not be back  
until that time.

Yours very truly,  
MACOMBER & SKIVINGTON

By-

GJS:D

w  
September 2, 1926.

Mr. Frank Marsh,  
Scottsville, N.Y.

Dear Mr. Marsh:-

In connection with the purchase by the School District of the Ebsary property. In order to have the two streets dedicated, that is, the extension of Oatka Street and the street running from Brown's Avenue to Oatka Street, it will be necessary to have the descriptions by metes and bounds of these two streets.

Mr. Brown the President of the Board has told me to tell you to prepare these at your earliest convenience so that the dedication can be made next week.

In reference to the extension of Oatka Street, just make a complete description of the entire new portion of the street as it probably will all be dedicated by Mr. Ebsary.

Very truly yours,

MACOMBER & SKIVINGTON

By

GJS:MJS

August 27, 1926

Mr. Louis E. Boutwell,  
Secretary of Board of Education,  
Scottsville, N.Y.

Dear Mr. Boutwell:-

We are enclosing herewith copies of the two resolutions adopted by the Board of Education at its last meeting; one with reference to calling the meeting of Electors regarding the bond issue and the other with reference to the retainer of Reed, Dougherty & Hoyt, attorneys of New York City, re their opinion as to the validity of the bond issue.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D



ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY, HOYT & WASHBURN  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

August 27, 1926

Town of Wheatland, U.F.S.D. No. 1 Bonds

George J. Skivington, Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

We have received your letter of August 25th. The transcript and the draft of notice of special meeting, therewith enclosed, are entirely satisfactory to us. We would like to have the transcript supplemented by an affidavit showing that at the time the special meeting was held in December of last year there was but one schoolhouse in the District. This is desirable because the notice of the meeting did not specify the location of the schoolhouse and we ought to be sure that the notice could not be misunderstood by the voters.

It is our understanding that the District has by appropriate proceedings designated a site for the new school building,

Very truly yours,



LHW:MP

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY, HOYT & WASHBURN  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

August 26, 1926

\$206,000 Town of Wheatland, U.S.F.D. Bonds

D. S. Ratty, Esq.,  
Sage, Wolcott & Steele,  
Lincoln Alliance Bank Building,  
Rochester, New York.

Dear Sir:

We have received your letter of August 25th  
and thank you very much for the copies of the correspondence.

We think Mr. Skivington's scheme is an excellent one.

With best regards, we are,

Very truly yours,

*Reed, Dougherty, Hoyt & Washburn*

LHW:MP

*Wait to Geo*

*JM*

August 25, 1926

Messrs. Reed, Dougherty & Hoyt,  
Attorneys at Law,  
49 Wall Street,  
New York City

Gentlemen:-

Attention Mr. Washburn

Re:- Union Free School District No. One  
Town of Wheatland.

I find after telephoning you this morning, that we have until Friday to make the required twenty days notice of posting in this matter, and I am, therefore, enclosing herewith for your final approval, a copy of the notice of the new meeting of the Electors drawn in accordance with your suggestion.

Twenty copies of this notice will be posted on Friday unless we hear from you tomorrow.

We are also enclosing herewith a file of the proceedings already had.

If you have any criticism or suggestion to make with reference thereto, please advise us.

Yours very truly,  
MACOMBER & SKIVINGTON

By-

GJS:D

## BOARD OF EDUCATION.

S. KING BROWN, PRES.  
EUGENE T. SWAIN, VICE PRES.  
ROBERT R. WELLS.

# Scottsville High School

SCOTT W. STEVENS, Principal.

## OFFICERS OF THE BOARD.

LOUIS E. BOUTWELL, SEC.  
G. J. FREIDELL, TREAS.  
MARGARET BROWN, COL.

Scottsville, N. Y., Aug. 12, 1926

Mr. George J. Skivington  
Scottsville, N. Y.

My Dear Mr. Skivington:\*

Replying to yours of the 29th ult. in which you asked for certain information regarding the organization, officers, valuations, and population of School District No. 1 Town of Wheatland, County of Monroe, I will say that considerable investigation has been made in order that the answers might be complete and correct. That necessity will account for the delay in replying.

1. The Union Free School District No. 1., Town of Wheatland, was voted and organized at a meeting, duly and legally called, held on Thursday evening, June 11, 1896, which action was formally approved and the district so designated by Chauncey Brainard, School Commissioner, under date of June 15, 1896.

2. The present officers of the district, who were also the officers for the school year 1925-26, are as follows:

S. King Brown, Trustee, -	Term expires	July 31, 1928;
do. President -	"	July 31, 1927;
Eugene T. Swain Trustee, -	Term expires	July 31, <del>1929</del> 1929;
do. Vice President	"	July 31, 1927;
Robert R. Wells, Trustee -	"	July 31, 1927;
Louis E. Boutwell, Clerk	"	July 31, 1927;
Goodard J. Freidell, Treasurer	"	July 31, 1927
Margaret Brown, Collector,	"	July 31, 1927

3. The assessed valuation of the district, as appears on the 1925 roll was \$1,211,300.00.

4. The real valuation, as determined by the ratio fixed by the State Tax Commission, for the same year was \$1,376,477.27.

5. No trustee has yet been named through whom payment of principal and interest shall be made.

6. The approximate population of the district in 1925 was 1200.

The minutes of the meeting of the board held July 27 as recorded on the record-book at that time, so far as they relate to the bond issue, are as follows:

"The clerk presented a schedule for meeting the interest and maturities of the proposed bond issue for \$206,000 at 4½%, forty annual installments. The plan calls for an initial appropriation in 1927 of \$9400, increasing thereafter by an annual increment of \$140, maturities to be taken care

BOARD OF EDUCATION.

S. KING BROWN, PRES.  
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ROBERT R. WELLS.

Scottsville High School

SCOTT W. STEVENS, Principal.

OFFICERS OF THE BOARD.

LOUIS E. BOUTWELL, SEC.  
G. J. FREIDELL, TREAS.  
MARGARET BROWN, COL.

Mr. Skivington -2- Aug.12,1926

Scottsville, N. Y.,

of out of the surplus as it accrues, after interest charges have been met. The maturities will be as follows:

1926-29,	No maturities
1930-35	\$1000 annually;
1936-39	2000 "
1940-43	3000 "
1944-46	4000 "
1947-49	5000 "
1950-51	6000 "
1952-54	7000 "
1955	8000
1956-58	9000 ANNUALLY
1959	10000
1960-61	11000 annually
1962	12000
1963-4	13000 annually
1965	15000

"The board voted approval of the plan and

" The clerk was instructed to hand a copy of this schedule to Mr. George J. Skivington with instructions to forward it, together with the other papers relative to the voting of the bond issue, to the Education Department for their consideration and opinion."

Respectfully yours,

*Louis E. Boutwell*  
Clerk of the Board.

August 10, 1926

Mr. Louis E. Boutwell,  
Clerk of the Board of Education,  
Scottsville, New York.

Dear Mr. Boutwell:-

Pursuant to the suggestion of your Board, we have submitted to the State Department of Education at Albany, New York, the question of the power of your Board to issue bonds payable in varying amounts throughout forty years, under the call for and resolution adopted at your meeting of December 2, 1925.

We are enclosing herewith for your records a copy of our letter to the Department of Education under date of July 26, 1926 and a copy of the Department's reply under date of August 6, 1926.

For your further information, we are also enclosing herewith copies of correspondence between Reed, Dougherty & Hoyt, bond attorneys of New York City, and the State Department of Education in the month of November, 1925.

You will note that the attitude taken by Mr. Gilbert, who was the chief counsel for the commission, as outlined in his letter to Reed, Dougherty & Hoyt, under date of November 19, 1925, does not at all agree with the present attitude of the Department as indicated in its letter to us under date of the 5th instant.

Mr. Gilbert in November 1925 was head counsel for the Department, while the letter written to us on the 5th instant was written by an Assistant.

This may explain the apparent change in the Department's attitude.

It will be noted that in the Department's last letter they suggest that these bonds be validated and a formal opinion of the Department obtained thereon, but it is to be understood as I read the rules, that this validating procedure cannot be commenced until the bonds are actually sold and the purchaser thereof must be made a party to the proceeding. It seems to me, in view of the uncertainties of the question, that any possible issue as to the legality of the bonds should be cleared up at this time rather than wait until they have actually been sold.

Mr. Louis E. Boutwell - #2

When, if the form of the issue was held to be irregular, there would have to be a reissue and a resale.

It seems to me that a new meeting of the Electors could be called on twenty days notice, and that the call of the meeting should specify that it is being called solely for the purpose of determining as to the form in which the bonds should be issued by the Board of Trustees with reference to the maturity dates.

The resolution adopted at the meeting would be simply to the effect that the issue of bonds authorized by the meeting of December 3, 1935 should be issued by the Board of Trustees in so far as it is to be issued, to mature exactly as has been agreed upon by the Board, specifying each maturity date.

The call and the resolution to be adopted would, in other words recognize the validity of the authority to issue the bonds granted by the electors at this meeting, and would simply carry the matter forward one step, and the question as to whether or not the bonds should be issued would not be opened.

The position which the board would take would be that as the record now stands, unless the electors take further action, the board is obligated to issue the bonds payable in equal installments. It seems to me that if the meeting is carried through in this way, there will be no question but that the authority will be given to the Board to issue the bonds, as they have decided to issue them, and then there can be no question as to the validity of these bonds.

I went over this entire matter with Mr. Mallock yesterday and I think that I can safely state that he entirely agrees that the step should be taken now.

I will be glad to meet your Board at any time you suggest.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS.D

THE UNIVERSITY OF THE STATE OF NEW YORK  
THE STATE DEPARTMENT OF EDUCATION  
ALBANY

LAW DIVISION

ERNEST E. COLE  
COUNSEL

IRWIN ESMOND  
DIRECTOR AND ASSISTANT COUNSEL

CHARLES A. BRIND JR  
ASSISTANT

August 5, 1926

Macomber & Skivington,  
511-517 Wilder Building,  
Rochester, New York.

Gentlemen:

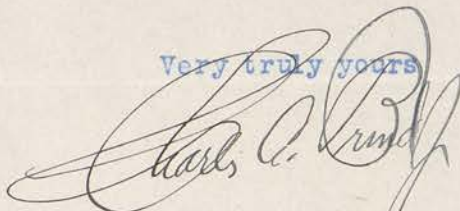
I have your letter of July 28th. It is my opinion that mere failure to specify in the call and in the resolution as to the maturity of the bonds for each year is not such a fatal defect as would taint the proposed issue. I do not believe that the statute requires that such statements be included in such call and resolution. If you feel that such omission constitutes a defect, proceedings may be instituted before the Commissioner of Education for the validation of the issue. I am enclosing a handbook which will give the steps to be followed in such proceeding. While it is not possible, of course, to prophesy the outcome of any judicial proceeding, it is my opinion as indicated above that the issue, with no other serious defect than stated, would be validated by the Commissioner of Education. I assume that because of the fact that the dates of maturity were not indicated in the resolution the voters left such detail to the discretion of the board of education that the board might work out any reasonable scheme so long as it complied with the direction of the meeting that there be



Macomber &  
Skivington

not more than forty installments, that one of said bonds should  
mature on the first day of December 1926, and that one or more  
should mature annually thereafter.

Very truly yours

A handwritten signature in cursive script, appearing to read "Charles A. Brind, Jr.", written in dark ink over the typed name.

Charles A. Brind, Jr.

encl

CAB/b

THE UNIVERSITY OF THE STATE OF NEW YORK

ALBANY

August 5, 1926

Macomber & Skivington,  
511-517 Wilder Building  
Rochester, New York

Gentlemen:

I have your letter of July 28th. It is my opinion that mere failure to specify in the call and in the resolution as to the maturity of the bonds for each year is not such a fatal defect as would taint the proposed issue. I do not believe that the statute requires that such statements be included in such call and resolution. If you feel that such omission constitutes a defect, proceedings may be instituted before the Commissioner of Education for the validation of the issue. I am enclosing a handbook which will give the steps to be followed in such proceeding. While it is not possible, of course, to prophesy the outcome of any judicial proceeding, it is my opinion as indicated above that the issue, with no other serious defect than stated, would be validated by the Commissioner of Education. I assume that because of the fact that the dates of maturity were not indicated in the resolution the voters left such detail to the discretion of the board of education that the board might work out any reasonable scheme so long as it complied with the direction of the meeting that there be not more than forty installments, that one of said bonds should mature on the first day of December 1926, and that one or more should mature annually thereafter.

Very truly yours

Charles A. Brind, Jr.

encl

CAB/b

*Superior W*  
*H. D. J.*  
*etc.*

July 26, 1926

State Department of Education,  
Albany, New York.

Re: Proposed bond issue Union  
Free School District No. 1  
Town of Wheatland, Monroe County,  
New York, \$225,000.

Gentlemen:-

We represent the School district in connection with this bond issue and are now engaged in preparing the necessary data and papers preliminary to the issue.

We are advised by the School Board that some correspondence was had directly between them and Mr. Gilbert, formerly in the Department.

Early in November, 1925, the Board of Education of this School District issued a call for a meeting of the Electors to vote upon two questions, only one of which is concerned here, to wit:-

"Shall the district authorize the erection of a new School building and raise therefor by tax upon the taxable property of the district the sum of \$225,000 to be collected in annual installments as provided by section 467 of the Education Law."

On the 2nd day of December, 1925 at a meeting of the electors the following resolution was duly and regularly adopted:-

RESOLVED:- That the board of education of Union Free School District No. 1 of the Town of Wheatland County of Monroe, is hereby authorized and directed to cause plans and specifications to be prepared for the erection of a new school building subject to the approval of the Commissioner of Education, and in accordance with the provisions of Section 451 and 452 of the Education Law, and to erect such new building in accordance with such plans and specifications and to expend for such purpose the sum of not more than two hundred twenty-five thousand dollars (\$225,000) which sum shall be raised by tax on the taxable property of the district and be collected in forty annual installments and that the said board of education of said district is hereby authorized and directed in accordance with the provisions of section 480 of the Education Law to borrow on the credit of said district the said sum of Two Hundred Twenty-five thousand dollars (\$225,000) or so much thereof as may be necessary and issue bonds or other

evidences of indebtedness binding upon such district in the denominations of one thousand dollars each, bearing interest at a rate not exceeding five per cent, payable semi-annually, to be dated December 1, 1925, and one of such bonds or other evidences of indebtedness to mature on the first day of December 1926 and one or more to mature annually thereafter on the first day of December until all of them mature and are paid; and the said district is hereby authorized and directed to raise by tax upon the taxable property of the district such sum as shall be necessary to pay each of such bonds and evidences of indebtedness as they mature and also to pay any and all interest thereon as the same shall become due."

It will be noted that the call and the resolution as adopted are both silent as to the maturities of the bonds in each year, except that it provides that there are to be forty installments and one of said bonds to mature on December 1, 1926 and one or more to mature annually thereafter.

The question now is whether under this call and this resolution the Board of Education has the power to issue these bonds to be payable in any manner other than in equal annual installments.

As a matter of fact, the Board has worked out a plan of maturity which they would like to adopt if they are permitted to do so and which is as follows:-

*James Lee*  
*Sec.*

1926-29	No maturities
1930-35	\$1000 annually
1936-39	\$2000 annually
1940-43	\$3000 annually
1944-46	\$4000 annually
1947-49	\$5000 annually
1950-51	\$6000 annually
1952-54	\$7000 annually
1955	\$8000 annually
1956-58	\$9000 annually
1959	\$10000
1960-61	\$11000 annually
1962	\$12000
1963-64	\$13000 annually
1965	\$15000

It is highly desirable that the bonds be issued in this form if it can be done, for the reason that this method will practically equalize the extra annual tax to be collected during these forty years and for the reason that the Board feels that it will be financially impossible for the district to make the bonds payable in equal instalments, and, of course, it if is necessary to call another meeting there is always the question as to what that meeting will do.

We understand that the situation involved here has been before your Department in connection with other issues and we would thank you for your advice on the question before we proceed further with the matter.

Yours very truly,

MACOMBER & SKIVINGTON

By- George J. Skivington

GJS:D

July 29, 1926

Mr. Louis E. Boutwell,  
Clerk of the Board of Education,  
Scottsville, New York.

Dear Mr. Boutwell:-

This will acknowledge receipt of your communication of the 23th instant, contents of which have been noted, and in pursuance to the direction of the Board we are today sending this question to the State Education Department at Albany for their opinion.

Will you please furnish us with the following information:-

- (1) Date of organization of Union Free School District No. 1, Town of Whatland, which we understand was about 1900 or 1901.
- (2) Dates when the terms of office of the following officers respectively expire:- Robert S. Wells, Trustee; S. King Brown, Trustee and President; Eugene T. Swain, Trustee and Vice-President; Louis E. Boutwell, Clerk; Goodard J. Friedell, Treasurer; Margaret Brown, Collector.
- (3) Assessed valuation of the real property of and within the bounds of this School District as the same appears on the assessment roll for the year 1925.
- (4) The full valuation of said real property as determined by the ratio established by the State Tax commission.
- (5) Name of the Trustee through whom the principal and interest upon the bonds are to be payable.
- (6) Approximate population of the School District during the year 1925.

I suggest that if you have not already entered in your record books the minutes of the meeting held on the 27th that you withhold entering them until I have this information and can dictate the minutes thereof for my papers and then you can insert a copy thereof in your book.

GJS:D

Yours very truly,

July 23, 1926

State Department of Education,  
Albany, New York

Gentlemen:-

Re:- Proposed bond issue  
Union Free School District No.1  
Town of Wheatland, Monroe County  
New York, \$225,000.

We represent the School district in connection with this bond issue and are now engaged in preparing the necessary data and papers preliminary to the issue.

We are advised by the School Board that some correspondence was had directly between them and Mr. Gilbert, formerly in the Department.

Early in November, 1925, the Board of Education of this School District issued a call for a meeting of the Electors to vote upon two questions, only one of which is concerned here, to wit:-

"Shall the district authorize the erection of a new School building and raise therefor by tax upon the taxable property of the district the sum of \$225,000 to be collected in annual installments as provided by Section 467 of the Education Law."

On the 2nd day of December, 1925 at a meeting of the electors the following resolution was duly and regularly adopted:-

RESOLVED:-That the board of education of Union Free School District No. 1 of the Town of Wheatland County of Monroe, is hereby authorized and directed to cause plans and specifications to be prepared for the erection of a new school building subject to the approval of the Commissioner of Education, and in accordance with the provisions of Section 451 and 452 of the Education Law, and to erect such new building in accordance with such plans and specifications and to expend for such purpose the sum of not more than two hundred twenty-five thousand dollars (\$225,000) which sum shall be raised by tax on the taxable property of the district and be collected in forty annual installments and that the said board

of education of said district is hereby authorized and directed in accordance with the provisions of section 480 of the Education Law to borrow on the credit of said district the said sum of Two hundred twenty-five thousand dollars (\$225,000) or so much thereof as may be necessary and issue bonds or other evidences of indebtedness binding upon such district in the denominations of one thousand dollars each, bearing interest at a rate not exceeding five per cent, payable semi-annually, to be dated December 1, 1925 and one of such bonds or other evidences of indebtedness to mature on the first day of December 1926 and one or more to mature annually thereafter on the first day of December until all of them mature and are paid; and the said district is hereby authorized and directed to raise by tax upon the taxable property of the district such sum as shall be necessary to pay each of such bonds and evidences of indebtedness as they mature and also to pay any and all interest thereon as the same shall become due."

It will be noted that the call and the resolution as adopted are both silent as to the maturities of the bonds in each year, except that it provides that there are to be forty installments and one of said bonds to mature on December 1, 1926 and one or more to mature annually thereafter.

The question now is whether under this call and this resolution the Board of Education has the power to issue these bonds to be payable in any manner other than in equal annual installments.

As a matter of fact, the Board has worked out a plan of maturity which they would like to adopt if they are permitted to do so and which is as follows:-

1926-29	No maturities	
1930-35	\$1000 annually	6000
1936-39	\$2000 annually	6000
1940-43	\$3000 annually	9000
1944-46	\$4000 annually	16000
1947-49	\$5000 annually	10000
1950-51	\$6000 annually	12000
1952-54	\$7000 annually	14000
1955	\$8000 annually	8000
1956-58	\$9000 annually	18000
1959	\$10000	10000
1960-61	\$11000 annually	22000
1962	\$12000	12000
1963-64	\$13000 annually	26
1965	\$15000	15
		T66

It is highly desirable that the bonds be issued



State Department of Education - #3

in this form if it can be done, for the reason that this method will practically equalize the extra annual tax to be collected during these forty years and for the reason that the Board feels that it will be financially impossible for the district to make the bonds payable in equal installments, and, of course, if it is necessary to call another meeting there is always the question as to what that meeting will do.

We understand that the situation involved here has been before your Department in connection with other issues, and we would thank you for your advice on the question before we proceed further with the matter.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

## BOARD OF EDUCATION.

S. KING BROWN, PRES.  
EUGENE T. SWAIN, VICE PRES.  
ROBERT R. WELLS.

## Scottsville High School

SCOTT W. STEVENS, Principal.

## OFFICERS OF THE BOARD.

LOUIS E. BOUTWELL, SEC.  
G. J. FREIDELL, TREAS.  
MARGARET BROWN, COL.

Scottsville, N. Y., July 28, 1926

Mr. George J. Skivington  
Scottsville, N. Y.  
Dear Sir:-

206,000

In accordance with your suggestion, the Board of Education, at a special meeting held last evening, adopted the following schedule of bond maturities for an issue of \$206,000 maturing serially over a period of forty years from date of issue, - Dec. 1, 1925:

1926-29,	No maturities.	
1930-35,	\$1000	annually.
1936-39,	\$2000	annually.
> 1940-43,	\$3000	annually.
1944-46,	\$4000	annually.
✓ 1947-49,	\$5000	annually.
✓ 1950-51,	\$6000	annually.
1952-54,	\$7000	annually.
1955,	\$8000.	
✓ 1956-58,	\$9000	annually.
1959,	\$10000.	
1960-61,	\$11000	annually.
1962,	\$12000.	
✓ 1963-64,	\$13000	annually.
1965,	\$15000.	

According to the plan approved by the board, accruing interest and maturities will be met by an appropriation in 1927 of \$9400, this appropriation being increased thereafter by an annual <sup>3000</sup> ~~2400~~ increment of \$140.00. These figures assume that the bonds can be sold at a 4½% rate.

Sincerely yours

*Louis E. Boutwell*  
Clerk of the Board.

BOARD OF EDUCATION.

←  
S. KING BROWN, PRES.  
EUGENE T. SWAIN, VICE PRES.  
ROBERT R. WELLS.

# Scottsville High School

SCOTT W. STEVENS, Principal.

OFFICERS OF THE BOARD.

←  
LOUIS E. BOUTWELL, SEC.  
G. J. FREIDELL, TREAS.  
CLARA G. WARD, COL.

Scottsville, N. Y., July 28, 1926

My Dear Mr. Skivington:

The enclosed letter, I believe, meets the suggestion made by you yesterday afternoon.

The board would suggest that all the papers so far prepared, together with a copy of this schedule, be submitted to the state Education Department for their opinion, prior to its submission elsewhere.

Mr. Mallock informs me by mail this morning that the Tax Commission rates Wheatland at 88%. This plan is revised in accordance with that figure, reducing the legal issue to the amount of \$206,000.

Respectfully yours,

*Louis E. Boutwell*  
Clerk of the Board.

REED, DOUGHERTY, HOYT & WASHBURN

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

July 26, 1926

\$225,000 Town of Wheatland, U.F.S.D. Bonds

Sage, Wolcott & Steele,  
Lincoln Alliance Bank Building,  
Rochester, New York.

Dear Sirs:

We have received your letter of July 23rd.

I am afraid that we could not bring ourselves to approve these bonds unless they are issued in equal annual installments or unless a new meeting is held. Since we gave Mr. Skivington our views, we have learned that other bond counsel here in New York, for whom we have the highest respect, agree with our attitude and that furthermore the other bond counsel referred to have been advised by the State Department of Education that, in the opinion of the Department, it is necessary that the voters fix the amount of the annual installments. We may add that we were requested to obtain the name of any representative of the Department of Education who is expressing contrary views. The inference was that the Commissioner of Education would take some action if he had the information.

Needless to say we do not want to embarrass this or any other school district and we would not for one moment think of calling the situation to the attention of the Department.

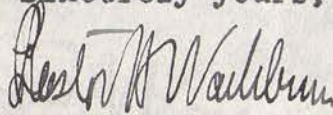
Of course, the amendment to the Education law which I drafted and which was passed through the good offices of

7/26/26

Sage, Wolcott & Steele -- 2

Mr. Pammenter, would remove any question with respect to resolutions adopted since the passage of the amendment.

Sincerely yours,



LHW:MP

BOARD OF EDUCATION.

S. KING BROWN, PRES.  
EUGENE T. SWAIN, VICE PRES.  
ROBERT R. WELLS.

Scottsville High School

SCOTT W. STEVENS, Principal.

OFFICERS OF THE BOARD.

LOUIS E. BOUTWELL, SEC.  
G. J. FREIDELL, TREAS.  
MARGARET BROWN, COL.

Scottsville, N. Y., July 24, 1926

Mr. George J. Skivington  
Rochester, N. Y.

Dear Sir:

In accordance with your communication dated July 23, I am sending you herewith the following papers in the matter of the issuing of school bonds on this district:

1. Resolution calling the special meeting.
2. A copy of the notice issued in accordance with that resolution.
3. A statement covering the publication of that notice. minutes of the
4. A copy of the special meeting held pursuant to that notice, which includes
5. A copy of the resolution subsequently adopted.
6. A copy of all that portion of the adjourned meeting that bears upon the above resolution, except the list of voters.

Very truly yours,

*Louis E. Boutwell* Clerk of the Board

BOARD OF EDUCATION.

S. KING BROWN, PRES.  
EUGENE T. SWAIN, VICE PRES.  
ROBERT R. WELLS.

Scottsville High School

SCOTT W. STEVENS, Principal.

OFFICERS OF THE BOARD.

LOUIS E. BOUTWELL, Sec.  
G. J. FREIDELL, TREAS.  
MARGARET BROWN, COL.

Minutes of Special Meeting, - Continued; Page 2.  
Scottsville, N. Y.,

A motion to table the resolution, made by Mr. Creedon and seconded by Mr. Morgan Slocum, was put and lost.

A discussion followed.

A motion, made by Mr. John Burrell and duly seconded, to lay the resolution on the table till an adjourned meeting to be held on December 30, 1925, was put to vote and declared carried.

Upon motion, adjournment was then voted to December 30, 1925.

Louis E. Boutwell

Clerk of the Board.

-----  
ADJOURNED MEETING

SCHOOL HOUSE, DISTRICT NO. 1, SCOTTSVILLE, N.Y.

DECEMBER 30, 1925

Meeting called to order by Mr. George J. Skivington, Chairman at 8.00.

The minutes of the meeting of December 2, 1925 were read, and, there being no objection, were declared by the chairman approved as read.

It was moved, seconded and carried that the proposed resolution be taken from the table. The chairman then declared that the original motion was open for discussion.

A motion to adjourn having been lost, the previous question was then moved and declared carried.

Mr. Morgan Slocum and Mr. Howard Francis were then chosen tellers by vote of the meeting, and a ballot was taken on ~~the~~ Resolution No. ONE. The following voted:

(Follows a list of 134 names.)

The tellers announced a total of 134 votes cast, 82 being "yes" and 51 "no" and 1 blank. The chairman then ~~announced~~ declared the resolution adopted.

(Follows the record of the action taken on Resolution No. 2 naming a site, which was lost.)

Upon motion, made, seconded and carried, the meeting then adjourned.

Louis E. Boutwell

BOARD OF EDUCATION.

S. KING BROWN, PRES.  
EUGENE T. SWAIN, VICE PRES.  
ROBERT R. WELLS.

Scottsville High School

SCOTT W. STEVENS, Principal.

OFFICERS OF THE BOARD.

LOUIS E. BOUTWELL, Sec.  
G. J. FREIDELL, TREAS.  
MARGARET BROWN, COL.

Scottsville, N. Y.,

COPY of the MINUTES of the Special Meeting of the District held December 2, 1925.

SPECIAL MEETING OF THE VOTERS OF THE DISTRICT HELD  
SUBJECT TO CALL# DATED NOV. 11, 1925

School House, District No. 1, Scottsville, N.Y.  
Dec. 2, 1925.

Meeting called to order by S. King Brown, President of the Board of Education, at 7.45 P.M. Mr. George J. Skivington was nominated for chairman and unanimously chosen.

The clerk then read the call for the meeting.

Mr. S. King Brown then offered the following resolution and moved its adoption, the motion being seconded by Judge Selden S. Brown:

~~RESOLUTION NO. ONE~~

RESOLVED,

That the board of education of Union Free School District No. 1 of the Town of Wheatland, County of Monroe, is hereby authorized and directed to cause plans and specifications to be prepared for the erection of a new school building subject to the approval of the Commissioner of Education, and in accordance with the provisions of Section 451 and 452 of the Education Law, and to erect such new building in accordance with such plans and specifications and to expend for such purpose the sum of not more than two hundred twenty-five thousand dollars (\$225,000), which sum shall be raised by tax on the taxable property of the district and be collected in forty annual installments and that the said board of education of said district is hereby authorized and directed in accordance with the provisions of section 480 of the Education Law to borrow on the credit of said district the said sum of two hundred twenty-five thousand dollars (\$225,000) or so much thereof as may be necessary and issue bonds or other evidences of indebtedness binding upon such district in the denominations of one thousand dollars each, bearing interest at a rate not exceeding five percent, payable semiannually, to be dated December 1, 1925, and one of such bonds or other evidences of indebtedness to mature on the first day of December, 1926, and one or more to mature annually thereafter on the first day of December until all of them mature and are paid; and the said district is hereby authorized and directed to raise by tax upon the taxable property of the district such sum as shall be necessary to pay each of such bonds and evidences of indebtedness as they mature and also to pay any and all interest thereon as the same shall become due.



## BOARD OF EDUCATION.

S. KING BROWN, PRES.  
EUGENE T. SWAIN, VICE PRES.  
ROBERT R. WELLS.

## Scottsville High School

SCOTT W. STEVENS, Principal.

## OFFICERS OF THE BOARD.

LOUIS E. BOUTWELL, Sec.  
G. J. FREIDELL, TREAS.  
MARGARET BROWN, COL.

Scottsville, N. Y.,

STATEMENT covering the posting of the notices of the special meeting of December 2, 1925:

No newspaper being published within the district, notices were posted in twenty-six (26) conspicuous places within the district, on ~~the~~ November 11, 1925, as follows:

By Mr. S. King Brown, President of the Board of Education;

1. Garage, Scottsville Motor Co. Rochester Street;
2. Corner of Rochester Street and Second Street;
3. Corner of Rochester Street and Genesee Street;
4. Corner of Rochester Street and Beckwith Avenue;
5. Corner of Rochester Street and Pleasant Valley Road;
6. Corner of Browns Avenue and Pleasant Valley Road;
7. Corner of Browns Avenue and Maple Street;
8. Corner of Browns Avenue and Beckwith Avenue;
9. Corner of Chili Road and Road to King Browns;
10. Chili Avenue at McVeans Crossing, B.R. & P.R.R.;
11. Hanford Avenue on Green's barn;
12. Corner of Caledonia Avenue and Road to R.T. Miller's;
13. Inside B.R. & P. Station;
14. On pole near B.R. & P. Station;

By Mr. Louis E. Boutwell, Clerk of the Board:

15. On school house door;
16. In post office;
17. Corner of Church Street and Second Street;
18. Corner of Church Street and Race Street;
19. Carver's Blacksmith Shop;
20. Church Street, opposite McVeans store house;
21. Stottle's Garage, Main Street;
22. Dunn Brothers Store, Main Street;
23. Keys Brothers Store, Main Street;
24. River Road, at entrance to P.R.R. Station;
25. River Road, at end of fence opposite Boutwell's house;
26. Corner of River Road and Road to Industry.

  
Clerk of the Board

BOARD OF EDUCATION.

S. KING BROWN, PRES.  
EUGENE T. SWAIN, VICE PRES.  
ROBERT R. WELLS.

Scottsville High School

SCOTT W. STEVENS, Principal.

OFFICERS OF THE BOARD.

LOUIS E. BOUTWELL, SEC.  
G. J. FREIDELL, TREAS.  
MARGARET BROWN, COL.

Scottsville, N. Y.,

COPY of the Resolution adopted at a special meeting of the Board of Education of Union Free School District No. 1, Town of Wheatland, County of Monroe, held at the school house October 30, 1925;

RESOLVED, - That the Board of Education of Union Free School District No. 1, Town of Wheatland, County of Monroe call a special meeting of the qualified electors of such district to be held at the school house on the 2 day of December, 1925 at seven o'clock in the evening. for the purpose of deciding by a vote of the qualified electors of the district whether;

FIRST, A new building shall be erected and the sum of two hundred twenty-five thousand dollars (\$225,000.00) be raised by tax upon the taxable property of such district to be collected in installments as provided by section 467 of the Education Law.

SECOND, Whether a new site as hereinafter described shall be acquired and the sum of three thousand dollars (\$3000.00) be raised by tax upon the taxable property of ~~the~~ <sup>such</sup> district to be collected in installments as provided by section 467 of the Education Law.

IT IS FURTHER RESOLVED that the site to be acquired is that tract of land, fronting on Maple Street and bounded by a line beginning 40.00 feet from the northwest corner of the lot owned by Virginia Stewart et al., and extending westward 334.00 feet along the line of Maple Street to a point 76.00 feet from the northeast corner of the lot owned by Mrs. Katherine Kelly, thence ~~xxx~~ southward 415.15 feet, thence eastward 334.00 feet, said line coinciding in part with the northern boundary of the present school ground, and thence northward to the point of starting, the same enclosing a tract of 3.16 acres, more or less.

July 23, 1926

Mr. Louis E. Boutwell,  
Scottsville, New York.

Dear Sir:-

Re:- School Bond Issue

The following is a statement of the papers which we will require at the present time to start this proceeding:-

(1) Resolution of the Board of Trustees ordering or directing the Clerk to call a special meeting of the electors for the purpose of passing on the question of the issuance of these bonds.

(2) The notice of the meeting given by the Clerk pursuant to that direction.

(3) A statement of the manner in which this notice was given and the date and place of each posting with the name of the person making each posting.

(4) The minutes of this special meeting.

(5) The minutes of the adjourned meeting.

(6) Copy of the resolution adopted at that meeting.

If you will mail these to me at your earliest opportunity, we will proceed to obtain the opinion of Clay & Dillon as to the validity of this form of resolution, as agreed upon at your last meeting.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY & HOYT  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

June 11, 1926

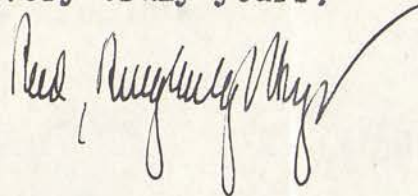
\$200,000 Town of Wheatland Union Free  
School District Bonds

George J. Skivington, Esq.,  
Exchange Place Building,  
Rochester, New York.

Dear Sir:

We have received your letter of June 10th. Before we wrote you our last letter we had already considered the question whether the amendment to Chapter 754 could be considered retroactive and we had reached the conclusion that it would be unsafe to assume that it had any such effect. The writer had assumed that it was necessary in any event to have a new election in this School District; otherwise he would have endeavored to phrase the amendment in such language as to give it retroactive effect.

Very truly yours,



LHW:MP

P.S. You will recall that the total amount of the bonds authorized at the election was in excess of the debt limit and that for this reason as well as for others it was considered advisable to hold a new election.

R., D. & H.

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY & HOYT  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

June 10, 1926

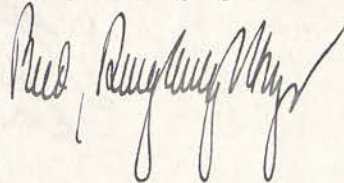
\$200,000 Town of Wheatland Union Free  
School District Bonds

George J. Skivington, Esq.,  
Exchange Place Building,  
Rochester, New York.

Dear Sir:

We have your letter of June 9th. We enclose  
herewith a copy of the subdivision of Section 467 of  
the Education Law, as amended by Chapter 754 of the  
Laws of 1926.

Very truly yours,



LHW:MP  
Enc.

2. On all propositions arising at said meetings involving the expenditure of money, or authorizing the levy of a tax in one sum or by instalments, the vote thereon shall be by ballot, or ascertained by taking and recording the ayes and noes of such qualified voters attending and voting at such meetings; and they may direct the moneys so voted to be levied in one sum, or by instalments, which shall be of such amounts and levied in such years as may be determined, within such limitations as may be fixed by the voters, by the trustees or board of education.

June 10, 1926

Messrs. Reed, Dougherty & Hoyt,  
49 Wall Street,  
New York City.

Gentlemen:-

Re:- \$200,000 Town of Wheatland, N.Y.  
Union Free School District Bonds.

Since my letter to you of yesterday, I have received a copy of Chapter 754 of the Laws of 1926, which you called to my attention.

What do you say as to whether or not this will be deemed as retroactive? You will recall that the issue of bonds in this matter was authorized some time ago, and we note that this act provides that it is to take effect immediately, and that it was approved by the Governor May 4, 1926.

Yours very truly,

GJS:D

June 9, 1926

Messrs. Reed, Dougherty & Hoyt,

49 Wall Street,

New York City.

Re:- \$200,000 Town of  
Wheatland, N.Y. Union  
Free School District Bonds.

Gentlemen:-

This will acknowledge receipt of your letter of the 7th instant with reference to this matter.

We have not yet received our advance sheets covering Chapter 754 of this year's laws and if you have an extra copy we would appreciate receiving it.

This issue of bonds has been held up by the inability of the voters of the district to agree upon a change of school site. That, however, was effected at a meeting held last week and if the legal matter in connection with the issue of these bonds is turned over to the writer, we will immediately get in touch with you.

Yours very truly,

MACOMBER & SKIVINGTON

By-

GJS:D



ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY & HOYT  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

June 7, 1926

\$200,000 Town of Wheatland, N. Y.  
Union Free School District Bonds

George J. Skivington, Esq.,  
Exchange Place Building,  
Rochester, New York.

Dear Mr. Skivington:

You will recall the correspondence which we had in February relating to the issuance of these bonds. We are wondering what may be the present situation.

I want to call your attention to Chapter 754 of the Laws of 1926, which amends Subdivision 2 of Section 467 of the Education Law. I drafted the amendment.

Very truly yours,

*Lester H. Washburn*

LHW:MP

Feb. 24, 1926.

Messrs. Reed, Dougherty & Hoyt,  
49 Wall St.  
New York City.

Attention Mr. Lester H. Washburn

Town of Wheatland N.Y. Union Free  
School District Bonds

Gentlemen:-

This will acknowledge receipt of yours  
of the 22nd inst. There is nothing new in this  
matter as yet, and a meeting has not been called.

Very truly yours,

MACOMBER & SKIVINGTON.

By.

GJS:MJS

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY & HOYT  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

February 23, 1926.

Town of Wheatland, N.Y., Union Free School Dis-  
trict Bonds.

George J. Skivington, Esq.,  
Exchange Place Building,  
Rochester, New York.

Dear Mr. Skivington:

I trust that you received my letter of  
January 28th. If there is anything further we can do at this  
time, please let me know.

Very truly yours,

*Lester H. Washburn*

LHW/AAK

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY & HOYT  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

January 28, 1926.

\$225,000 Wheatland School District, N.Y., Bonds.

George J. Skivington, Esq.,  
Exchange Place Building,  
Rochester, New York.

My dear Mr. Skivington:

I regret very much my failure to send you the draft of proceedings which I promised when I saw you in Rochester last Friday. I have been extremely busy since my return, and have not been able to complete the draft until today. I enclose two copies herewith.

You will observe that the resolution which I have drafted prescribes the form of the notice of the meeting.

If the enclosed resolution is satisfactory to you, I shall be glad to draft the form of resolution which should be adopted at the meeting.

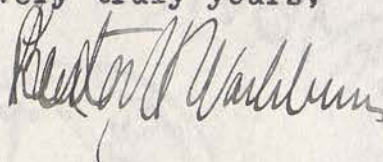
I have assumed that the new site which you mentioned to me is to be acquired and paid for out of the proceeds of the bond issue. The site should of course be described in the enclosed resolution by metes and bounds.

I suggest that you let me have proof of the adoption of the resolution as soon as the Board of Education has acted. In furnishing the proof, please use the enclosed extra copy of our draft. The paragraphs which will appear at the beginning of the

G. J. S., - 2.

minutes of the meeting, showing the time, place and character of the meeting, and the members present, should, of course, be inserted on the first page, and the whole should be certified by the District Clerk.

Very truly yours,



LHW/AAK

Enclosures.

NOTICE OF SPECIAL MEETING

**UNION FREE SCHOOL DISTRICT NO. 1  
TOWN OF WHEATLAND.**

The undersigned Board of Education of Union Free School District No. 1, Town of Wheatland, County of Monroe and State of New York hereby gives notice that a special meeting of the inhabitants of said district will be held at the School House within said district, in the Village of Scottsville, Monroe County, New York, on the 17th day of September, 1926, at 7:30 o'clock P. M. (Eastern Standard Time) for the purpose of voting on the following question:-

Shall the sum of \$225,000 authorized to be raised by tax at a meeting of the Electors of said District held on the 30th day of December, 1925 be reduced to \$206,000 to be collected in such amounts over such years as may be fixed by the Board of Education and shall the bonds authorized be issued by said Board so as to mature as follows, to wit:

Dec. 1, 1930, \$1000;	Dec. 1, 1931, \$1000;	Dec. 1, 1932, \$1000;
Dec. 1, 1933, \$1000;	Dec. 1, 1934, \$1000;	Dec. 1, 1935, \$1000;
Dec. 1, 1936, \$2000;	Dec. 1, 1937, \$2000;	Dec. 1, 1938, \$2000;
Dec. 1, 1939, \$2000;	Dec. 1, 1940, \$3000;	Dec. 1, 1941, \$3000;
Dec. 1, 1942, \$3000;	Dec. 1, 1943, \$3000;	Dec. 1, 1944, \$4000;
Dec. 1, 1945, \$4000;	Dec. 1, 1946, \$4000;	Dec. 1, 1947, \$5000;
Dec. 1, 1948, \$5000;	Dec. 1, 1949, \$5000;	Dec. 1, 1950, \$6000;
Dec. 1, 1951, \$6000;	Dec. 1, 1952, \$7000;	Dec. 1, 1953, \$7000;
Dec. 1, 1954, \$7000;	Dec. 1, 1955, \$8000;	Dec. 1, 1956, \$9000;
Dec. 1, 1957, \$9000;	Dec. 1, 1958, \$9000;	Dec. 1, 1959, \$10000;
Dec. 1, 1960, \$11000;	Dec. 1, 1961, \$11000;	Dec. 1, 1962, \$12000;
Dec. 1, 1963, \$13000;	Dec. 1, 1964, \$13000;	Dec. 1, 1965, \$15,000.

All of said bonds to bear interest at a rate not to exceed 5% per annum, payable semi-annually on the first days of June and December of each and every year, and shall the Board of Trustees be authorized and directed to raise by tax upon the taxable property of the District such sum as shall be necessary to pay each of such bonds and evidences of indebtedness as they mature and also to pay any and all interest thereon as the same shall become due.

S. King Brown, President  
Eugene T. Swain, Vice-President  
Robert R. Wells,  
Board of Education

Dated, August 25, 1926

Louis E. Boutwell, Clerk

CHAPTER 753

AN ACT to amend the education law, in relation to the conditions under which cities and districts are entitled to an apportionment from the appropriation for the support of common schools.

Became a law May 4, 1926, with the approval of the Governor. Passed, three-fifths being present.

*The People of the State of New York, represented in Senate and Assembly, do enact as follows:*

Section 1. Subdivision three of section four hundred and ninety-two of chapter twenty-one of the laws of nineteen hundred and nine, entitled "An act relating to education, constituting chapter sixteen of the consolidated laws," as amended by chapter one hundred and forty of the laws of nineteen hundred and ten and chapter five hundred and eleven of the laws of nineteen hundred and thirteen, is hereby amended to read as follows:

3. No Saturday shall be counted as part of said one hundred and eighty days of school and no school shall be in session on a legal holiday, except general election day, Washington's birthday and Lincoln's birthday. A deficiency not exceeding six days during any school year caused by a teacher's attendance upon teachers' conferences held by district superintendents of schools within a county and upon meetings of the New York State Teachers' Association, shall be excused by the commissioner of education. In common school districts the term of school shall begin each year on the first Tuesday of September.

§ 2. This act shall take effect immediately.

STATE OF NEW YORK, }  
Office of the Secretary of State. } ss:

I have compared the preceding with the original law on file in this office, and do hereby certify that the same is a correct transcript therefrom and of the whole of said original law.

FLORENCE E. S. KNAPP  
*Secretary of State*

CHAPTER 754

AN ACT to amend the education law, in relation to school taxes.

Became a law May 4, 1926, with the approval of the Governor. Passed, three-fifths being present.

*The People of the State of New York, represented in Senate and Assembly, do enact as follows:*

Section 1. Subdivision two of section four hundred and sixty-seven of chapter twenty-one of the laws of nineteen hundred and nine, entitled "An act relating to education, constituting chapter sixteen of the consolidated laws," as amended by chapter one hundred and forty of the laws of nineteen hundred and ten, is hereby amended to read as follows:

2. On all propositions arising at said meetings involving expenditure of money, or authorizing the levy of a tax in one sum or by instalments, the vote thereon shall be by ballot, or ascertained by taking and recording the ayes and noes of such qualified voters attending and voting at such meetings; and they may direct the moneys so voted to be levied in one sum, or by instalments, which shall be of such amounts and levied in such years as may be determined, within such limitations as may be fixed by the voters, by the trustees or board of education.

§ 2. This act shall take effect immediately.

STATE OF NEW YORK,  
Office of the Secretary of State. } ss:

I have compared the preceding with the original law on file in this office, and do hereby certify that the same is a correct transcript therefrom and of the whole of said original law.

FLORENCE E. S. KNAPP  
*Secretary of State*



ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY & HOYT  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

January 8, 1926.

\$225,000 Town of Wheatland Union  
Free School District Bonds

Sage, Wolcott & Steele,  
Wilder Building,  
Rochester, N. Y.

Dear Sirs:

We have received nn telegram from you today and we assume from that fact that the Board of Education would not in any event consent to issue these bonds in forty equal annual installments. We are more than ever of the opinion that we could not approve the bonds unless they were issued in that manner.

We suppose that the Board of Education will call a new meeting of the regular voters. If this be decided, we would like to have an opportunity to look over the notice of the new meeting and the copy of the resolution to be adopted at the meeting before the meeting is held. If desired, we would be glad to prepare both papers.

Very truly yours,



LHW:MP

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY & HOYT  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

January 7, 1926.

\$225,000 Town of Wheatland Union Free  
School District Bonds

Sage, Wolcott & Steele,  
Wilder Building,  
Rochester, New York.

Dear Sirs:

We have received your letter of January 6th enclosing Mr. Skivington's letter and the copy of the resolution adopted by the voters for the purpose of authorizing these bonds.

If we were to approve the bonds under the resolution adopted, we would almost certainly have to require that they be made to mature in forty equal annual installments. In view of the letters which we received from Mr. Gilbert in connection with the Gates School District Bonds, we do not believe that the Department of Education would validate the bonds if they were made to mature otherwise. We do not quite understand the fifth paragraph of your letter but we assume that it means that the Board of Education would not in any event issue the bonds in equal annual installments. The adoption of a new resolution would, therefore, seem to be necessary.

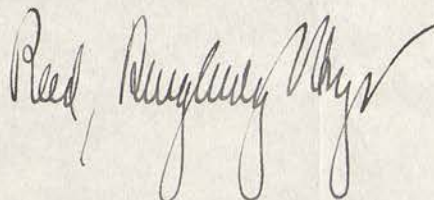
If we have misunderstood the fifth paragraph of your letter and the Board of Education will consent to issue bonds maturing in forty equal annual installments, please

1/7/26.

Sage, Wolcott &amp; Steele -- 2

wire us in the morning and we will advise you by wire whether or not we could approve the bonds if issued in that manner. Of course, in any event, the bond issue would have to be reduced. We are inclined to think that since the resolution adopted by the voters authorizes not exceeding \$225,000 bonds, it would be sufficient authority for the issuance of such amount of bonds within the amount named as could be issued without exceeding legal limitations. There is, however, a lot of law on this subject and we would not want to decide the question definitely without examining some of the cases. If the telegram you send us tomorrow indicates that the Board would consent to issue the bonds in equal annual installments, we will reach a definite conclusion tomorrow. On the other hand, if a new resolution is to be adopted, the amount of the bonds authorized by the resolution can be reduced and the question eliminated.

Very truly yours,



LHW:MP

*See folder*

*Jan 6 1925  
DM told Geo. W.*

*Cost about \$500  
over legal of.  
" Printing*

January 6th, 1926.

Messrs. Reed, Dougherty & Hoyt,  
49 Wall Street,  
New York City.

Dear Sirs:

\$225,000 - TOWN OF WHEATLAND SCHOOL DISTRICT BONDS.

Mr. Geo. J. Skivington, a brother of the Mr. Skivington with whom you worked on an issue of Caledonia bonds, probably will have charge of the above transaction, and in that event he has agreed with us to retain your office to examine the proceedings.

Please note attached copy of a resolution which was passed at a meeting held sometime during the last few days of December. This resolution provides for forty (40) installments and specifies that "one or more of the bonds shall mature each year". We wonder if, in your opinion, this is a situation similar to the Town of Gates School issue regarding which we had considerable discussion a month or so ago.

There is another question which Mr. Skivington has raised. It is outlined in the attached letter - that is whether or not the School District will be permitted to issue a total of approximately \$212,000 instead of \$225,000 and also whether or not, in view of the tax limitations and the vote not being a two-thirds vote, they can issue bonds at all without a new resolution.

Mr. Skivington expects to have a meeting with the Board of Education early next week and he desires to be in a position to give a reliable opinion at that time. Will you, therefore, look this letter over and give us an informal opinion by return mail?

If you think that there is some question about the resolution being sufficient to enable the issuance of bonds which do not all mature in equal annual installments and if there is, in your opinion, likely to be occasion for having the Educational Department validate all, or part of the proceedings, it is Mr. Skivington's and the writer's idea that we had better make a new start.

Thanking you for your courtesy in giving this matter your immediate attention, we remain

Very truly yours,

SAGE, WOLCOTT & STEELE.

Jan. 6, 1926.

Messrs. Sage, Wolcott & Steele,  
Wilder Building,  
Rochester, N.Y.

Attention Mr. Wolcott.  
- - - - -

Gentlemen:-

Referring to our conversation of a day or so ago with reference to a proposed issue of Bonds by a School District at Scottsville, N.Y. The proposed issue is for \$225,000.00 for the purpose of erecting a new school, and is under Section 480 of the Educational Law as amended by the Laws of 1920. The district having a valuation in real property in excess of \$500,000.00.

Subdivision one of this section as amended by those laws provides in part as follows:

"In districts having an aggregate full valuation of real property of five hundred thousand dollars or over, no bonds shall be hereafter issued which make the total bonded indebtedness, at any time, exceed fifteen per centum of the aggregate full valuation of the real property within the bounds of such school district, unless the resolution authorizing the issue and sale of such bonds in excess of such amount, shall be adopted by a vote of two-thirds of the qualified electors present and voting on such resolution at the meeting called for such purpose."

The section then provides for the method of determining the full valuation of the real property within the district for that purpose, and using this method thus provided for determining such valuation, fifteen per cent thereof amounts to approximately \$212,000.00.

At a meeting duly and regularly called in this district a resolution was passed authorizing the issue of \$225,000.00 of bonds. The motion was carried by a

Sage, Wolcott & Steele- 2

majority, but not by a two thirds majority as provided for in the above section.

The question is- Inasmuch, as this resolution calls for an issue in excess of 15% and was passed by a bare majority and not a two-thirds majority, can the district issue the bonds thereunder up to \$212,000.00.

Very truly yours,

GJS:MJS

**SAGE, WOLCOTT & STEELE**

**PRIVATE WIRE**

Mail to Mr Geo Sturges Town

Have written Mr. as for our conversation

Petty

meeting Dec. 30, 1926.

RESOLUTION NO. ONE

RESOLVED,

That the board of Education of Union Free School District No. 1, of the Town of Wheatland, County of Monroe, is hereby authorized and directed to cause plans and specifications to be prepared for the erection of a new school building subject to the approval of the Commissioner of Education, and in accordance with the provisions of Section 451 and 452 of the Education Law, and to erect such new building in accordance with such plans and specifications and to expend for such purpose the sum of not more than two hundred twenty-five thousand dollars (\$225,000), which sum shall be raised by tax on the taxable property of the district and be collected in 40 annual installments of ~~equal~~ equal dollars ~~( $\frac{225,000}{40} = 5,625$ )~~; and that the said board of education of said district is hereby authorized and directed in accordance with the provisions of section 480 of the Education Law to borrow on the credit of the said district the said sum of two hundred twenty-five thousand dollars (\$225,000) or so much thereof as may be necessary and issue bonds or other evidences of indebtedness binding upon such district in the denomination of one thousand dollars each, bearing interest at a rate not exceeding 5 percent, payable ~~annually~~ ~~semiannually~~ ~~to be dated Dec 1 1925~~ ~~and one of such bonds or evidences of indebtedness to mature on the first day of December, 1926~~, and one or more to mature annually thereafter on the first day of December until all of them mature and are paid; and the said district is hereby authorized and directed to raise by tax upon the taxable property of the district such sum as shall be necessary to pay each of such bonds and evidences of indebtedness as they mature and also to pay any and all interest thereon as the same shall become due.

yes

21

no 1

yes, 82

no 51

1 blank.

134 ballots



Meeting Dec. 30, 1925.

RESOLUTION NO. ONE

RESOLVED,

That the Board of Education of Union Free School District No. 1, of the Town of Wheatland, County of Monroe, is hereby authorized and directed to cause plans and specifications to be prepared for the erection of a new school building subject to the approval of the Commissioner of Education, and in accordance with the provisions of Section 451 and 452 of the Education Law, and to erect such new building in accordance with such plans and specifications and to expend for such purpose the sum of not more than two hundred twenty five thousand dollars (\$225,000) which sum shall be raised by tax on the taxable property of the district and be collected in 40 annual installments, and that the said Board of Education of said district is hereby authorized and directed in accordance with the provisions of section 480 of the Education Law to borrow on the credit of the said district the said sum of two hundred twenty five thousand dollars (\$225,000) or so much thereof as may be necessary and issue bonds or other evidences of indebtedness binding upon such district in the denomination of one thousand dollars each, bearing interest at the rate of not exceeding 5 per cent, payable semi-annually, to be dated December 1, 1925 and one of such bonds or evidences of indebtedness to mature on the first day of December, 1926, and one or more to mature annually thereafter on the first day of December until all of them mature and are paid, and the said district is hereby authorized and directed to raise by tax upon the taxable property of the district such sum as shall be necessary to pay each of such bonds and evidences of indebtedness as they mature and also to pay any and all interest thereon as the same shall become due.

RESOLUTION NO. TWO

RESOLVED,

That the board of education of Union Free School District No. 1 of the Town of Wheatland, County of Monroe, is hereby authorized to acquire by purchase the following described piece or parcel of land, to wit, All that certain lot of land lying and being on the south side of Maple Street in the village of Scottville, bounded by a line beginning at a point forty feet from the north-west corner of the lot owned by Virginia Stewart et al. and extending westerly along the line of Maple Street three hundred thirty-four feet to a point seventy-six feet from the north-east corner of the lot owned by Mrs. Katherine Kelly; thence southerly four hundred fifteen and fifteen hundredths feet through the parcel of land now owned by Selden S. Brown et al.; thence easterly three hundred thirty-four feet, in part through that parcel of land owned by Selden S. Brown et al. and in part along the northern bounds of the present school property; and thence northerly four hundred eight and sixty-three hundredths feet, through the parcel of land owned by Selden S. Brown et al. to the point of starting, - the same being oblong in shape and containing three and sixteen ~~h~~ hundredths acres, more or less, as a new site and the said board of education is hereby authorized to expend therefor a sum not exceeding three thousand dollars (\$3000) for the acquisition of said lands. The said lands as hereinbefore described are hereby designated as the site for a schoolhouse in the said district.

The said sum of three thousand dollars (\$3000) is hereby appropriated for the purposes aforesaid, and shall be raised by tax upon the taxable property of the district.

129 Votes

42 Yes

85 No

3 Absences

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY & HOYT  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

November 21, 1925.

*Folder*

Town of Gates, N.Y., School District No. 7 Bonds.

Messrs. Sage, Wolcott & Steele,  
Wilder Building,  
Rochester, New York.

Dear Sirs:

We enclose copies of our correspondence with Mr. Frank B. Gilbert, Deputy Commissioner and Counsel for the State Department of Education, from which you will see that Mr. Gilbert is of the opinion that the maturities of the Town of Gates School District No. 7 Bonds are not in accordance with the resolutions adopted at the School District Meeting. We are sending this letter off in some haste and have not an opportunity to write you further today in regard to this matter.

Very truly yours,

*Reed, Dougherty & Hoyt*

WHH/AAK

Enclosures

C O P Y

REED, DOUGHERTY & HOYT  
Attorneys and Counselors at Law  
49 Wall Street  
New York

November 5, 1925.

State Commissioner of Education,  
State Capitol,  
Albany, New York.

Dear Sirs:

We have been retained by bankers to pass upon the legality of an issue of bonds of a Common School District in Monroe County. The resolution adopted by the voters of the district at a special meeting for the purpose of authorizing the levy of a tax in installments and the issuance of the bonds states that the tax shall "be collected in 28 annual installments". Nowhere in the resolution is the amount of the annual installments fixed. It was apparently the theory of the draftsman of the resolution that the voters could leave it to the trustees of the district to fix the amounts of the annual installments.

We find it difficult to decide that the resolution adopted clearly complies with the provisions of Section 467 of the Education Law. It seems to us that Section 467 contemplates that the amounts of the installments, where a tax is authorized by the voters to be raised and collected in installments, shall be fixed by the voters. While we have not been able to find any

State Commissioner of Education --2

decisions of the State Department of Education which discusses the specific question which is troubling us, we have found at least one decision (27 State Department Reports, 343) which indicates that our opinion is that of the State Department of Education.

We would appreciate it very much if you would advise us whether the question has ever been considered by the State Department of Education and what may be its views with respect thereto.

Thanking you for your courtesy, we are,

Very truly yours,

REED, DOUGHERTY & HOYT.

LHW:MP

C O P Y

THE UNIVERSITY OF THE STATE OF NEW YORK  
ALBANY.

November 9, 1925

Messrs. Reid, Dougherty & Hoyt,  
Attorneys and Counselors at Law  
49 Wall Street  
New York City

Gentlemen:

Your letter of November 5th addressed to the Commissioner of Education has come to me for reply. Assuming that all the other proceedings of the district meeting are regular, I am inclined to the opinion that the provision of the resolution for the issuance of the bonds, which states that the tax "be collected in twenty-eight annual installments" instead of specifying the amount of such installments, is not a fatal defect. In the case to which you refer, reported in 27 State Department Reports 343, there was no reference whatever to the collection of the tax in installments. If the amount is to be raised at all it must be raised by one tax. Had the resolution in that case directed that the tax be raised "in three annual installments" it is probable that there would have been a different decision. While it is true that we advise school district officers that a resolution of this kind should give the number of installments and the amount of each and the date when payable the statute, itself, provides that bonds may be issued "whenever a tax shall have

Messrs. Reid, Dougherty & Hoyt -2-

been voted to be collected in installments" (Education Law, Sec. 480).

In construing the resolution that was adopted at the special meeting referred to in your letter it is my opinion that we could properly say that the intent of the resolution was to collect the amount of the tax in twenty-eight equal annual installments beginning with the school year next succeeding the year in which the tax was voted. This being the case, we have the provision in the resolution not only that the tax be collected in installments but also the year fixed in which the first installment is to be collected and the amount of each. If the matter came before the Commissioner for validation and this were the only question we would advise the Commissioner that under the provisions of subdivision 7 of section 480 of the Education Law he had the power to ratify and confirm the proceedings. Consequently if the bondbuyers are not satisfied with this provision of the resolution and the action of the trustees taken thereunder it may be possible to obtain a validation through a proceeding instituted under section 40.

Very truly yours,

(Signed) FRANK B. GILBERT

E/H

C O P Y

REED, DOUGHERTY & HOYT,  
Attorneys and Counselors at Law  
49 Wall Street  
New York.

November 10, 1925.

Frank E. Gilbert, Esq.,  
Deputy Commissioner and Counsel,  
State Department of Education,  
State Capitol, Albany, N.Y.

Dear Sir:

We thank you for your letter of November 9th.

You say that "in construing the resolution that was adopted at the special meeting referred to", we could "probably say that the intent of the resolution was to collect the amount of the tax in twenty-eight equal annual installments, beginning with the school year next succeeding the year in which the tax was voted". We perhaps should have told you that the Trustees, in reliance upon the resolution, have sold bonds with the following maturities: \$1,000 on December 1st, 1927-1936, inclusive, \$4,000 on December 1st, 1937-1946, inclusive, and \$5,000 on December 1st, 1947-1954, inclusive, and that the resolution adopted at the School District meeting specifically provided that "one or more of said bonds or other evidences of indebtedness shall mature annually thereafter on the 1st day of December, ~~ix~~ the first maturity being December 1, 1927, until all of them mature and are paid". You will see, therefore, that the construction which you have placed upon the resolution cannot be given to it.

We would appreciate it if you would consider these additional facts and give us the benefit of your opinion as to the legality of the resolution.

Very truly yours,  
REED, DOUGHERTY & HOYT



C O P Y

THE UNIVERSITY OF THE STATE OF NEW YORK  
THE STATE DEPARTMENT OF EDUCATION.

ALBANY.

November 19, 1925.

Messrs. Reed, Dougherty & Hoyt,  
Attorneys and Counselors at Law,  
49 Wall Street  
New York City

Gentlemen:

In reply to your letter of November 10th I would say that in my opinion the trustees acting under a resolution authorizing a tax to be collected in twenty-eight annual installments without specifying the amount of such installments should have provided for equal annual installments as that would seem to be the intent of the resolution. The fact that the trustees have assumed to provide for installments of varying amounts does not, in my opinion, destroy the effectiveness of the resolution that was adopted at the district meeting. I do not think that they are obliged to go back to a district meeting in order to issue bonds payable in equal amounts each year but if they wish to issue bonds with installments in varying amounts, as is indicated in your letter, it is my opinion

Messrs. Reed, Dougherty & Hoyt -2-

that they will need to obtain action of the district meeting authorizing them to do so, in which case they will need to have a resale of the bonds following such action.

Very truly yours,

(Signed) FRANK B. GILBERT

E/H

REED, DOUGHERTY & HOYT,  
Attorneys and Counselors at Law  
49 Wall Street  
New York

November 5, 1925.

State Commissioner of Education,  
State Capitol,  
Albany, New York.

Dear Sirs:-

We have been retained by bankers to pass upon the legality of an issue of bonds of a Common School District in Monroe County. The resolution adopted by the voters of the district at a special meeting for the purpose of authorizing the levy of a tax in installments and the issuance of the bonds states that the tax shall "be collected in 28 annual installments." Nowhere in the resolution is the amount of the annual installments fixed. It was apparently the theory of the draftsman of the resolution that the voters could leave it to the trustees of the district to fix the amounts of the annual installments.

We find it difficult to decide that the resolution adopted clearly complies with the provisions of Section 467 of the Education Law. It seems to us that Section 467 contemplates that the amounts of the installments where a tax is authorized by the voters to be raised and collected in installments, shall be fixed by the voters. While we have not been able to find any decisions of the State Department of Education which discusses the specific question which is troubling us, we have found at least one decision (27 State Department Reports, 343) which indicates that our opinion is that of the State Department of Education.

We would appreciate it very much if you would advise us whether the question has ever been considered by the State Department of Education and what may be its views with respect thereto.

Thanking you for your courtesy, we are

Very truly yours,

REED, DOUGHERTY & HOYT

LHW:MP

THE UNIVERSITY OF THE STATE OF NEW YORK

ALBANY

November 9, 1925

Messrs. Reid, Dougherty & Hoyt,  
Attorneys and Counselors at Law,  
49 Wall Street,  
New York City

Gentlemen:-

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If the matter came before the Commissioner for validation and this were the only question we would advise the Commissioner that under the provisions of subdivision 7 of Section 480 of the education law he had the power to ratify and confirm the proceedings. Consequently if the bond-buyers are not satisfied with this provision of the resolution and the action of the trustees taken thereunder it may be possible to obtain a validation through a proceeding instituted under section 40.

Very truly yours,

(Signed) FRANK B. GILBERT

E:H

REED, DOUGHERTY & HOYT,  
Attorneys and Counselors at Law,  
49 Wall Street  
New York

November 10, 1925

Frank B. Gilbert, Esq.  
Deputy Commissioner and Counsel  
State Department of Education  
State Capitol, Albany, N.Y.

Dear Sir:-

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Very truly yours,  
REED, DOUGHERTY & HOYT

LHW:MP

THE UNIVERSITY OF THE STATE OF NEW YORK  
THE STATE DEPARTMENT OF EDUCATION

ALBANY.

November 19, 1925

Messrs. Reed, Dougherty & Hoyt  
Attorneys and counselors at Law,  
49 Wall Street,  
New York City.

Gentlemen:-

In reply to your letter of November 10th I would say that in my opinion the trustees acting under a resolution authorizing a tax to be collected in twenty-eight annual installments without specifying the amount of such installments should have provided for equal annual installments as that would seem to be the intent of the resolution. The fact that the trustees have assumed to provide for installments of varying amounts does not, in my opinion, destroy the effectiveness of the resolution that was adopted at the district meeting. I do not think that they are obliged to go back to a district meeting in order to issue bonds payable in equal amounts each year, but if they wish to issue bonds with installments in varying amounts, as is indicated in your letter, it is my opinion that they will need to obtain action of the district meeting authorizing them to do so, in which case they will need to have a resale of the bonds following such action.

Very truly yours,

(Signed) FRANK B. GILBERT

E:H

*Registered Mail*  
*Retain Receipt*



REGISTER

REGISTERED

NO. 1

11059

Return Receipt Requested  
Fee Paid

G. J. Frøidell, Esq.

Treasurer Board of Education

Scottsville, NY

1000 40.60



40.60 | 1230



1230 036

46.00

3690

9100

7380







STATE OF NEW YORK  
COUNTY OF MONROE

# Union Free School District Number One of the Town of Wheatland SCHOOL BOND

The Board of Education of Union Free School District Number One of the Town of Wheatland, in the County of Monroe and State of New York, for value received, hereby acknowledges itself indebted and promises to pay to bearer, or, if this bond be registered, to the registered holder, his legal representatives, successors or assigns, the sum of

## ONE THOUSAND DOLLARS

(\$1,000) on the first day of December, 1931, with interest thereon from the date hereof at the rate of four and 60-100 per centum (4.60%) per annum, semi-annually on the first days of June and December in each year, upon presentation and surrender of the interest coupons hereto annexed, as they severally become due, or, if this bond be registered, to the registered holder, his legal representatives, successors or assigns. Both principal and interest of this bond are payable in gold coin of the United States of America of the present standard of weight and fineness at The Union Trust Company in Rochester, New York, or at the option of the holder, at The Bankers Trust Company in New York City.

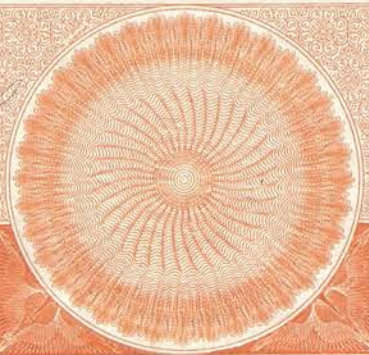
At the request of the owner, this bond will be converted into a registered bond in accordance with the provisions of the General Municipal Law. If so converted, this bond will be transferable only upon presentation to the District Clerk, with a written assignment duly acknowledged or proved, at which time the name of the assignee will be entered hereon and in the books kept for that purpose in the office of said District Clerk.

This bond is one of an issue of bonds of like date and tenor, except as to maturity, and is issued pursuant to the Education Law of New York and pursuant to the affirmative vote of a majority of the qualified voters of said District at meetings thereof held on December 30, 1925 and September 17, 1926.

It is hereby certified that all conditions, acts and things, required by the Constitution or statutes of the State of New York to exist, be performed or happen precedent to or in the issuance of this bond, exist, have happened and have been performed, and that the issue of bonds of which this is one, together with all other indebtedness of said Board or District is within every debt and other limit prescribed by the Constitution or laws of the State of New York. The faith and credit of said Board and District are hereby irrevocably pledged to the punctual payment of the principal and interest of this bond according to its terms.

IN WITNESS WHEREOF, the said Board of Education of Union Free School District Number One of the Town of Wheatland has caused this bond to be signed by its President and District Clerk and the seal of said Board to be hereunto affixed, and the annexed coupons to bear the facsimile signature of said Clerk, and this bond to be dated October 1, 1926.

*And C. Bullock*  
DISTRICT CLERK



*Henry Brown*  
PRESIDENT,  
BOARD OF EDUCATION.

The legality of this issue of bonds has been approved  
 by Messrs. Reed, Dougherty, Hoyt & Washburn, Attorneys  
 in New York City.

 2 DISTRICT CLERK	UNITED STATES OF AMERICA STATE OF NEW YORK COUNTY OF MONROE	UNION FREE SCHOOL DISTRICT NUMBER ONE OF THE TOWN OF WHEATLAND	 1000	$4\frac{60}{100}\%$ SCHOOL BOND	PRINCIPAL PAYABLE DECEMBER 1, 1931	INTEREST PAYABLE JUNE 1 AND DECEMBER 1	PRINCIPAL AND INTEREST PAYABLE AT THE OFFICE OF THE UNION TRUST COMPANY ROCHESTER, NEW YORK OR AT THE BANKERS TRUST COMPANY NEW YORK CITY NEW YORK AT THE OPTION OF THE HOLDER
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WE HEREBY CERTIFY that upon the presentation of the within bond with a written request by the owner thereof (hereinafter named) for its conversion into a registered bond, we have this day cut off and destroyed ten coupons attached thereto, numbered from 2 to 11, inclusive, of the amount and value of Twenty-three Dollars (\$23.00) each, amounting in the aggregate to Two hundred thirty no. 100 Dollars (\$ 230.00) and that the interest, at the rate of four and six-tenths per centum (4.6%) per annum, payable semi-annually on the first days of June and December in each year, as was provided by the coupons, as well as the principal, is to be paid to Comptroller of the State of New York in trust for the Canal Debt Sinking Fund.

legal representatives, successors or assigns at The Union Trust Company in Rochester, New York, or, at the option of the holder, at The Bankers Trust Company in New York City, the place stated in the coupons. And the undersigned District Clerk hereby further certifies that said bond was this day registered in the name of said payee in the books kept in the office of the District Clerk.

IN WITNESS WHEREOF, we have hereunto set our hands, and the seal of said Board, this DEC 1 - 1926 day of \_\_\_\_\_, 19\_\_\_\_.

Louis E. Boutwell  
 DISTRICT CLERK

A. King Brown  
 PRESIDENT, BOARD OF EDUCATION

NO WRITING BELOW EXCEPT BY THE DISTRICT CLERK

DATE OF REGISTRATION	NAME OF REGISTERED TRANSFEREE	REGISTERED BY
		RECEIVED PAYMENT DISTRICT CLERK
		DISTRICT CLERK
		DEC 3 - 1931 DISTRICT CLERK
		COMPTROLLER STATE OF NEW YORK DISTRICT CLERK
		BY <u>[Signature]</u> DISTRICT CLERK
		ASSISTANT DEPUTY COMPTROLLER DISTRICT CLERK
		IN TRUST FOR CANAL DEBT SINKING FUND



WHEATLAND-CHILI CENTRAL SCHOOL

FINANCIAL REPORT FOR 1954-55

AND

PROPOSED BUDGET FOR 1955-56

	<u>ACTUAL</u> <u>1954-55</u>	<u>PROPOSED</u> <u>1955-56</u>
RECEIPTS		
Balance on Hand July 1st	\$ 12,385.70	\$ 16,191.02
Public Money	103,861.99	127,512.90
Pension Deducted by State for Teachers' Retirement	8,321.82	10,533.25
Pension Deducted by Board of Education	5,612.57	7,875.35
Tax on Property	53,212.98	68,227.73
Tax on Former District on account of Debt Service	5,844.01	6,300.00
Former District Debt State Aid Quota	6,836.99	7,036.00
Text Book Rental	1,717.70	1,700.00
School Lunch Program	4,064.51	7,000.00
Edson Estate	34.50	30.00
Reimbursement for Utilities at Annex	350.00	350.00
Tuition paid by Other Districts	937.30	900.00
Insurance Adjustments	84.39	
Reimbursement from Village of Scottsville for Repairs on Grandstand	410.80	
Reimbursement for Handicapped Children	252.50	
Transfer of Balances from Former Districts	6,224.10	
Reimbursement for Adult Education		500.00
Total Receipts	<u>\$210,151.86</u>	<u>\$254,156.25</u>

EXPENDITURES		
General Control	\$ 2,651.85	\$ 4,600.00
Teaching Service	106,337.78	136,955.00
Operation of Plant	16,831.09	18,300.00
Maintenance of Plant	2,703.86	3,350.00
Fixed Charges	14,566.25	20,518.25
Debt Service	13,824.15	14,536.00
Capital Outlay	13,474.66	21,082.00
Auxiliary Agencies	23,571.20	24,815.00
Total Expenditures	<u>\$193,960.84</u>	<u>\$244,156.25</u>
Balance on Hand July 1st	16,191.02	10,000.00
Total Expenditures and Balance	<u>\$210,151.86</u>	<u>\$254,156.25</u>

DETAILS OF EXPENDITURES

	ACTUAL <u>1954-55</u>	PROPOSED <u>1955-56</u>
<b>GENERAL CONTROL:</b>		
Legal Expense	\$ 25.00	\$1,000.00
Clerk's Salary	1,000.00	1,000.00
Treasurer's Salary	350.00	450.00
Attendance Service	100.00	100.00
Census Service	113.50	125.00
Collector's Salary	425.00	425.00
Supplies, Travel and Other Expense	638.35	1,500.00
	<u>\$2,651.85</u>	<u>\$4,600.00</u>
 <b>TEACHING SERVICE:</b>		
Teachers' Salaries (Less Librarian's)	\$ 97,246.60	\$123,755.00
Supplies used in Instruction	2,569.59	3,600.00
Clerical Help	2,000.00	2,200.00
Text Books	3,388.67	3,000.00
Office Supplies	235.52	500.00
Adult Education	637.40	1,500.00
Tuition to Other Districts	260.00	900.00
Payments to County Vocational Board		1,500.00
	<u>\$106,337.78</u>	<u>\$136,955.00</u>
 <b>OPERATION OF PLANT:</b>		
Wages of Janitors	\$10,134.00	\$ 9,850.00
Fuel	4,252.48	5,300.00
Water	178.56	250.00
Light and Power	661.12	700.00
Janitors' Supplies	1,102.60	1,500.00
Telephone, Cartage, Laundry, etc.	502.33	700.00
	<u>\$16,831.09</u>	<u>\$18,300.00</u>
 <b>MAINTENANCE OF PLANT:</b>		
Upkeep of Grounds	\$ 71.13	\$ 250.00
Repairs of Building		200.00
Repairs and Replacement of:		
Heating, Lighting & Plumbing Equipment	593.84	1,500.00
Apparatus Used in Instruction	2,025.39	550.00
Other Equipment	13.50	500.00
Furniture		350.00
	<u>\$2,703.86</u>	<u>\$3,350.00</u>
 <b>FIXED CHARGES:</b>		
Pensions: State Teachers' Retirement	\$ 8,321.82	\$10,533.25
Social Security, District Expense	382.69	450.00
Rent	1,950.00	5,050.00
Insurance on Buildings and Contents	487.85	550.00
Transportation Insurance	909.81	1,000.00
Other Insurance (Compensation, Surety, OLT & Other)	1,464.08	1,835.00
Contributions	1,050.00	1,100.00
	<u>\$11,566.25</u>	<u>\$20,518.25</u>

DETAILS OF EXPENDITURES CONTINUED

	<u>ACTUAL</u> <u>1954-55</u>	<u>PROPOSED</u> <u>1955-56</u>
<b>DEBT SERVICE:</b>		
Redemption of Bonds	\$ 7,000.00	\$ 8,000.00
Redemption of Bus Bonds	1,000.00	1,000.00
Interest on Bonds	5,681.00	5,336.00
Interest on Bus Bonds	60.00	200.00
Refunds	83.15	
	<u>\$13,824.15</u>	<u>\$14,536.00</u>
<b>CAPITAL OUTLAY:</b>		
Improvement of the Grounds	\$ 700.00	\$
Alteration of Buildings	164.08	
Heating, Lighting, Electrical Equipment	1,981.61	2,500.00
Furniture, Instructional and Other Equipment	2,729.45	8,000.00
Land Survey Costs		2,400.00
Cash Payment on Bus	7,899.52	8,182.00
	<u>\$13,474.66</u>	<u>\$21,082.00</u>
<b>AUXILIARY AGENCIES:</b>		
Librarian's Salary	\$ 500.00	\$ 500.00
Repairs and Replacement of Library Books	350.00	500.00
Supplies for the Library	42.16	50.00
Medical Inspection	753.75	800.00
Nurse Service	2,813.50	3,515.00
Hearing Service	62.50	
Other Expenses for the Health Department: (Supplies, Travel, etc.)	210.51	450.00
Transportation	11,767.91	10,000.00
Provision of Lunches - Milk & Soup	5,423.71	8,000.00
Recreation, Athletic Equipment, etc.	1,647.16	1,000.00
	<u>\$23,571.20</u>	<u>\$24,815.00</u>

DETAILED BUS EXPENDITURES

	<u>1948 Bus</u>	<u>1949 Bus</u>	<u>1952 Bus</u>	<u>1954 Bus</u>
Drivers' Salaries	\$1,879.50	\$1,340.00	\$1,770.00	\$ 850.00
Gas & Oil	408.49	296.39	479.89	327.09
Storage	148.00	148.00	58.00	
Tires & Chains	90.95	91.60	431.25	458.10
Labor, Parts & Material	1,475.22	1,009.03	441.20	65.20
Totals	<u>\$4,002.16</u>	<u>\$2,885.02</u>	<u>\$3,180.34</u>	<u>\$1,700.39</u>

ETTA FRASER MILLER LOAN FUND

RECEIPTS: CHECKING ACCOUNT

Balance on Hand July 1, 1954	\$ 8,064.62	
Received from Oberlin College	750.00	
Received from Berea College	1,000.00	
Redemption of Bus Bonds	1,000.00	
Interest on Bus Bonds	60.00	
Interest and Returns on Students' Loans	334.08	
Interest on U. S. Savings Bonds	125.00	
		<hr/>
Total Receipts and Balance		\$11,333.70

EXPENDITURES: CHECKING ACCOUNT

Rental of Safe Deposit Box	\$ 4.40	
Student Loans for 1954-55	500.00	
		<hr/>
Total Expenditures		504.40
Balance in Checking Account July 1, 1955		\$10,829.30

OTHER ASSETS JULY 1, 1955

Loans and Interest to Students	\$ 5,115.10	
Government Bonds	10,180.00	
Bus Bonds	2,000.00	
Savings Account and Interest	6,358.44	
		<hr/>
Total Assets July 1, 1955		\$23,653.54
Total Balance and Assets July 1, 1955		\$34,482.84
Total Balance and Assets July 1, 1954		32,190.91
		<hr/>
Increase for Year 1954-55		\$ 2,291.93

\*\*\*NOTICE\*\*\*

THE ANNUAL DISTRICT MEETING FOR WHEATLAND-CHILI CENTRAL SCHOOL  
DISTRICT NO. 1 WILL BE HELD AT THE HIGH SCHOOL ON TUESDAY, JULY 12, 1955  
AT 7:30 P. M. E. D. S. T.

Lynn Brown, President  
Margaret M. Cullings  
Wyllys Engdahl  
Julian McVean  
W. Robert Melville, Jr.  
Dwight Minster  
Willis Unger

Ruth B. LeRoy, Clerk  
Raymond P. Anderson, Treasurer

Residence  
Beckwith Ave.  
Bell 'Phone 5 R.

# Wells Brothers,

Residence  
Gatka Place.  
Bell 'Phone 4 R.

Contractors and Builders.

Estimates and Plans Furnished.

Scottsville, N. Y., June 24, 1927

Macomber & Skirvington  
Rochester N.Y.

Gentlemen;

Nearly a year ago papers were signed on the street dedication to village of Scottsville N. Y. by F. F. Ebrary and looking over the file I have not been able to find the deeds etc. and Clerk says they were never turned over to him, so kindly look this matter up and get the deed to us soon and oblige as we are nearly ready to open up the street.

Respectfully yours  
S. C. Wells  
Village Pres.

**NOTICE OF SALE**

OF

**\$206,000.00**

**SCHOOL BONDS OF UNION FREE SCHOOL DISTRICT NO. ONE,  
TOWN OF WHEATLAND, MONROE COUNTY, NEW YORK.**

NOTICE IS HEREBY GIVEN, that the Board of Education of Union Free School District Number One of the Town of Wheatland, Monroe County, New York, will receive sealed proposals at the High School Building in the Village of Scottsville, Town of Wheatland, Monroe County, New York, within said district, until 7:30 P. M. on the 6th day of October, 1926 for the purchase of \$206,000 par value of bonds of said district of the denomination of \$1,000 each numbered from one to two hundred six inclusive, bearing interest at the rate of not to exceed 5 per cent per annum, said interest to be payable semi-annually on the first days of June and December of each and every year. The said bonds are to be issued in coupon form, registerable at the option of the holder both as to principal and interest.

The said bonds are to mature as follows:

Dec. 1, 1930, \$ 1,000;	Dec. 1, 1931, \$ 1,000;	Dec. 1, 1932, \$ 1,000;
Dec. 1, 1933, \$ 1,000;	Dec. 1, 1934, \$ 1,000;	Dec. 1, 1935, \$ 1,000;
Dec. 1, 1936, \$ 2,000;	Dec. 1, 1937, \$ 2,000;	Dec. 1, 1938, \$ 2,000;
Dec. 1, 1939, \$ 2,000;	Dec. 1, 1940, \$ 3,000;	Dec. 1, 1941, \$ 3,000;
Dec. 1, 1942, \$ 3,000;	Dec. 1, 1943, \$ 3,000;	Dec. 1, 1944, \$ 4,000;
Dec. 1, 1945, \$ 4,000;	Dec. 1, 1946, \$ 4,000;	Dec. 1, 1947, \$ 5,000;
Dec. 1, 1948, \$ 5,000;	Dec. 1, 1949, \$ 5,000;	Dec. 1, 1950, \$ 6,000;
Dec. 1, 1951, \$ 6,000;	Dec. 1, 1952, \$ 7,000;	Dec. 1, 1953, \$ 7,000;
Dec. 1, 1954, \$ 7,000;	Dec. 1, 1955, \$ 8,000;	Dec. 1, 1956, \$ 9,000;
Dec. 1, 1957, \$ 9,000;	Dec. 1, 1958, \$ 9,000;	Dec. 1, 1959, \$10,000;
Dec. 1, 1960, \$11,000;	Dec. 1, 1961, \$11,000;	Dec. 1, 1962, \$12,000;
Dec. 1, 1963, \$13,000;	Dec. 1, 1964, \$13,000;	Dec. 1, 1965, \$15,000;

Both principal and interest shall be payable at Union Trust Company of Rochester or at the option of the holder at Bankers Trust Company of New York City.

Purchasers will be furnished with approving opinion of Messrs. Reed, Dougherty & Hoyt, attorneys of New York City.

The bonds cannot be sold for less than par and accrued interest.

The right is reserved to reject any or all bids.

Purchasers shall be required to produce with their bids in cash or certified check or by Bank Draft to the order of the said Board of Education 2 percent of amount of bonds bid for.

Proposals should be enclosed in a sealed envelope marked on the outside "proposal for bonds of Union Free School District No. 1, Town of Wheatland, Monroe County, N. Y." and should be addressed to the undersigned District Clerk at Scottsville, New York.

Dated, September 21, 1926.

BOARD OF EDUCATION OF UNION FREE SCHOOL DISTRICT NO. 1  
Town of Wheatland, Monroe County, N. Y.

By Louis E. Boutwell,  
District Clerk.



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**OF**

**\$206,000.00**

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Dec. 1, 1939, \$ 2,000;	Dec. 1, 1940, \$ 3,000;	Dec. 1, 1941, \$ 3,000;
Dec. 1, 1942, \$ 3,000;	Dec. 1, 1943, \$ 3,000;	Dec. 1, 1944, \$ 4,000;
Dec. 1, 1945, \$ 4,000;	Dec. 1, 1946, \$ 4,000;	Dec. 1, 1947, \$ 5,000;
Dec. 1, 1948, \$ 5,000;	Dec. 1, 1949, \$ 5,000;	Dec. 1, 1950, \$ 6,000;
Dec. 1, 1951, \$ 6,000;	Dec. 1, 1952, \$ 7,000;	Dec. 1, 1953, \$ 7,000;
Dec. 1, 1954, \$ 7,000;	Dec. 1, 1955, \$ 8,000;	Dec. 1, 1956, \$ 9,000;
Dec. 1, 1957, \$ 9,000;	Dec. 1, 1958, \$ 9,000;	Dec. 1, 1959, \$10,000;
Dec. 1, 1960, \$11,000;	Dec. 1, 1961, \$11,000;	Dec. 1, 1962, \$12,000;
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Dated, September 21, 1926.

BOARD OF EDUCATION OF UNION FREE SCHOOL DISTRICT NO. 1

Town of Wheatland, Monroe County, N. Y.

By Louis E. Bontwell,

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Dated, September 21, 1926.

BOARD OF EDUCATION OF UNION FREE SCHOOL DISTRICT NO. 1

Town of Wheatland, Monroe County, N. Y.

By Louis E. Boutwell,

District Clerk.

# FINANCIAL REPORT

## BOARD OF EDUCATION

### SCOTTSVILLE HIGH SCHOOL

1941 - 1942

#### GENERAL ACCOUNT:

##### Receipts

Balance on hand July 1, 1941 .....	\$ 7,607.71
Public Money .....	24,193.63
Academic Fund .....	3,790.00
Non-Resident Tuition .....	3,536.25
Taxes .....	15,070.70
Edson Estate .....	23.64
From State for Vocational Education.....	246.51
From Districts for Transportation.....	1,530.00
	\$55,998.44

##### Disbursements

Administration .....	\$ 567.59
Teaching Service .....	25,844.11
Operation of Plant.....	5,486.05
Maintenance of Plant.....	1,649.71
Fixed Charges .....	421.30
Debt Service .....	12,348.50
Capital Outlay .....	255.50
Auxiliary Agencies .....	3,386.84
	\$49,959.60

Total Disbursements .....

Balance, July 1, 1942 .....

#### DEBT SERVICE ACCOUNT:

##### Receipts

Balance on hand July 1, 1941.....	\$ 7,516.48
From General Fund.....	216.78
From General Fund—Interest on Bus Loan.....	151.50
From General Fund—Principal on Bus Loan.....	505.00
	\$ 8,389.76

Total Receipts .....

##### Disbursements

None .....	\$ 0.00
	\$ 0.00
Balance, July 1, 1942.....	\$ 8,389.76

## DISBURSEMENT DETAILS

### 2. Administration:

2. Secretary's Salary .....	\$ 275.00
3. Secretary's Expenses .....	14.30
4. Treasurer's Salary .....	150.00
5. Treasurer's Expenses .....	77.50
10. Census and Attendance Enforcement .....	25.74
14. Other Expenses .....	25.05
Total .....	\$ 567.59

### 3. Teaching Service:

9. Salaries (less 4% for Retirement Fund) .....	\$24,576.00
7. Telephone .....	120.20
10. Text Books .....	139.57
11. Supplies .....	665.18
14. Other Expenses .....	343.16
Total .....	\$25,844.11

### 4. Operation of School Plant:

1. Wages .....	\$ 2,550.00
2. Fuel .....	1,523.01
3. Water .....	224.18
4. Light and Power .....	478.02
5. Janitors' Supplies—	
Soaps and Germicides .....	\$ 217.97
Care of Floors .....	219.20
Equipment .....	79.15
Towels—Toilet Paper .....	114.50
Water Softening .....	20.85
Care of Grounds .....	36.29
Incidentals .....	22.88
	710.84
Total .....	\$ 5,486.05

### 5. Maintenance of Plant:

1. Upkeep of Grounds .....	\$ 11.50
2. Repair of Building—	
Painting .....	\$ 172.14
Mason and Carpenter Work .....	34.75
Repair Gym Floor .....	101.06
Repair Locks and Door Closers .....	121.00
Miscellaneous Material .....	64.13
	493.08

4. Repair and Replacement of Equipment—	
Electrical .....	\$ 139.08
Plumbing .....	237.17
Heating .....	449.03
Home Economic .....	27.00
Music .....	107.00
Athletic .....	16.13
Furniture .....	131.03
Miscellaneous .....	38.69
	1,145.13
Total .....	\$ 1,649.71

#### 6. Fixed Charges:

Insurance—	
Fire Insurance on School Building .....	\$ 83.10
Workmen's Compensation .....	144.02
Public Liability .....	194.18
	421.30
Total .....	\$ 421.30

#### 7. Debt Service:

1. Redemption of Bond .....	\$ 3,000.00
2. Transfer to Sinking Fund .....	216.78
3. Interest on Bonds .....	8,626.72
4. Payment on Bus Loan .....	505.00
	12,348.50
Total .....	\$ 12,348.50

#### 8. Capital Outlay:

Furniture .....	\$ 58.00
Lawn Mower .....	197.50
	255.50
Total .....	\$ 255.50

#### 9. Auxiliary Agencies:

1. Scottsville Free Library, for services .....	\$ 750.00
2. Repair and Replacement of Books .....	156.93
3. Incidentals, Periodicals and Supplies .....	31.67
4. Medical Inspection .....	397.00
7. Medical Supplies .....	20.75
8. Operation of Bus—	
1. Salary of Driver .....	\$ 600.00
2. Gas, Oil and Repairs .....	614.99
3. Insurance .....	197.26
4. Interest .....	151.50
	1,563.75

10. Provision of Lunches—		
Disbursements: Provisions .....	\$ 622.54	
Receipts .....	560.26	
		<hr/>
Deficit .....		62.28
12. Recreation .....		404.46
		<hr/>
Total .....		\$ 3,386.84

### ETTA FRASER MILLER LOAN FUND:

#### Receipts

Balance on hand July 1, 1941.....	\$ 2,546.35
From Oberlin College .....	750.00
From Berea College .....	1,000.00
Return of Loans .....	171.00
	<hr/>
Total Receipts .....	\$ 4,467.35

#### Disbursements

Loans to Six Students .....	\$ 650.00
	<hr/>
Balance on hand, July 1, 1942.....	\$ 3,817.35

#### Assets

Loans Outstanding .....	\$ 3,727.58
Interest Unpaid .....	521.86
	<hr/>
Total Outstanding Assets .....	\$ 4,249.44
Total Balance and Assets.....	\$ 8,066.79

John L. Leonard, President  
 Alfred H. Jones  
 Henry W. Clune

Ned C. L. Brown, Clerk  
 Goodard J. Freidell, Treasurer

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#### NOTICE!

The Annual Meeting of Wheatland District No. 1 will be held  
 Tuesday, July 14, 1942, at Scottsville High School.

The University of the State of New York



Certificate as to Organization of School District

This is to certify that an examination of the records of this Department, relating to the establishment of school districts and the apportionment of public money thereto, shows that.....union free.....school district, no. 1....., town of.....Wheatland....., county of.....Monroe....., was recognized as a union free.....school district for the school year beginning August 1, 19..24., in the apportionment of district and teachers' quotas as provided in article 18 of the Education Law, and that it therefore appears the said district has been legally established or created as a.....union free.....school district.

Augustus S. Downing,

In witness whereof, I, ~~Frank B. Graves,~~

Acting Commissioner of Education of the State

of New York, do hereunto set my hand

and affix the seal of the State Department

of Education, at the city of Albany, this

2nd.....day of.....October....., 19..26



*Augustus S. Downing*  
Acting Commissioner of Education

FINANCIAL REPORT  
BOARD OF EDUCATION  
SCOTTSVILLE HIGH SCHOOL  
1944 - 1945

GENERAL ACCOUNT:

Receipts

Balance on hand July 1, 1944 .....	\$ 8,189.77
Public Money .....	19,295.48
Pension Fund—	
Deducted by State from public money .....	1,580.67
Deducted by Board from teachers' salaries .....	1,004.00
Non-Resident Tuition:	
Paid by State .....	1,138.29
Paid by Districts .....	2,127.50
Paid by Parents .....	105.50
Taxes .....	22,398.25
Edson Estate .....	22.80
From State for Vocational Education .....	260.07
From Districts for Transportation .....	1,450.00
From U. S. Treas. for School Milk Program .....	754.82
Refunds .....	3.90
 Total Receipts and Balance .....	 \$58,331.08

Expenditures

Administration .....	\$ 610.04
Teaching Service .....	26,364.16
Operation of Plant .....	6,324.33
Maintenance of Plant .....	1,187.63
Fixed Charges .....	2,986.50
Debt Service .....	12,800.77
Auxiliary Agencies .....	3,009.83
 Total Expenditures .....	 \$53,283.31
 Balance on hand July 1, 1945 .....	 \$ 5,047.77

DEBT SERVICE ACCOUNT:

Receipts

Balance on hand July 1, 1944 .....	\$ 9,657.31
From General Account—Interest on Bus Loan .....	106.05



From General Account—Principal on Bus Loan.....	505.00
Total Receipts and Balance .....	\$10,268.36

### Expenditures

None .....	\$ 000.00
Balance on hand July 1, 1945 .....	\$10,268.36

### DETAILS OF EXPENDITURES

#### Administration:

Secretary's salary .....	\$ 275.00
Treasurer's salary .....	150.00
Expense (supplies, postage, etc.) .....	40.39
Attendance Officer—salary .....	15.00
Census Enumerator—fee .....	32.00
Other expense of Administration .....	97.65
Total .....	\$ 610.04

#### Teaching Service:

Teachers' salaries (less Librarian's salary).....	\$25,333.40
Supplies .....	577.76
Other expense (tuition, rentals, etc.) .....	248.00
Total .....	\$26,364.16

#### Operation of School Plant:

Janitors' wages .....	\$ 3,262.75
Fuel .....	1,336.63
Water .....	126.49
Light and Power .....	679.55
Janitors' Supplies:	
Soaps and germicides .....	\$ 359.44
Care of floors .....	268.67
Equipment .....	94.80
Softener material .....	18.10
Telephone .....	741.01
Incidentals .....	134.65
Incidentals .....	43.25
Total .....	\$ 6,324.33

#### Maintenance of Plant:

Upkeep of Grounds .....	\$ 54.25
-------------------------	----------

**Repair of Buildings:**

Roof on Grandstand .....	\$ 152.00	
Miscellaneous material .....	91.44	
		<u>243.44</u>

**Repair and Replacement of Equipment:**

Lighting .....	\$ 29.53	
Plumbing .....	318.25	
Boiler .....	48.13	
Ventilators .....	37.00	
Home Economics .....	114.72	
Gymnasium .....	77.01	
Instruction .....	135.50	
Furniture .....	129.80	
		<u>889.94</u>

Total ..... \$ 1,187.63

**Fixed Charges:**

Pension—deducted by State .....	\$ 1,580.67	
Insurance:		
Bus and Non-Ownership Liability .....	181.13	
Workmen's Compensation .....	149.85	
Public Liability .....	269.85	
Treasurer and Collector Bond .....	55.00	
Scottsville Free Library .....	750.00	
		<u>2,986.50</u>

**Debt Service:**

Redemption of Bonds .....	\$ 4,000.00	
Payment on Bus Loan .....	505.00	
Interest:		
Bonds .....	8,189.72	
Bus Loan .....	106.05	
		<u>\$12,800.77</u>

**Auxiliary Agencies:**

Librarian's salary (part of Teacher's Salary) .....	\$ 450.00	
Repair and replacement of books, periodicals .....	25.02	
Medical Inspection .....	272.00	
Operation of Bus:		
Driver's salary .....	\$ 500.00	
Garage rent .....	75.00	
Gasoline .....	379.91	
Oil and grease .....	50.40	
Tires (retreads) .....	132.00	

Repairs .....	44.30	
Supplies .....	10.60	
Equipment .....	66.10	
		1,258.21
Provision of Lunches:		
Expenditures .....	\$1,611.52	
Receipts .....	801.79	
		809.73
Deficit .....		194.82
Recreation .....		809.73
		194.82
Total .....		\$ 3,009.88

### ETTA FRASER MILLER LOAN FUND:

#### Receipts

Balance on hand July 1, 1944 .....	\$ 3,197.75
From Oberlin College .....	750.00
From Berea College .....	1,000.00
Interest and return of loans .....	372.89
Total Receipts and Balance .....	\$ 5,320.64

#### Expenditures

Total Expenditures .....	\$ 000.00
Balance on hand July 1, 1945 .....	\$ 5,320.64

#### Assets

Loans outstanding .....	\$ 2,826.04
Interest unpaid .....	707.71
Current value War Bonds .....	5,180.00
Total Outstanding Assets .....	\$ 8,713.75
Total Balance and Assets .....	\$14,034.39

John L. Leonard, President  
 Alfred H. Jones  
 Henry W. Clune

Ned C. L. Brown, Clerk  
 Goodard J. Freidell, Treasurer

#### NOTICE!

The Annual Meeting of Wheatland District No. 1 will be held  
 Tuesday, July 10, 1945, at Scottsville High School.

ROBERT R. REED  
WM. HENRY HOYT  
J. HAMPDEN DOUGHERTY, JR.  
LESTER H. WASHBURN

REED, DOUGHERTY, HOYT & WASHBURN  
ATTORNEYS AND COUNSELORS AT LAW  
49 WALL STREET  
NEW YORK

CABLE ADDRESS  
"HATOOK"

October 27, 1926

George J. Skivington, Jr. Esq.,  
Wilder Building,  
Rochester, New York.

Dear Sir:

We have examined a certified copy of the record of proceedings and other papers submitted to us relating to the issuance of \$206,000 School Bonds of THE BOARD OF EDUCATION OF UNION FREE SCHOOL DISTRICT NUMBER ONE OF THE TOWN OF WHEATLAND, in Monroe County, New York. The bonds are coupon bonds, registerable as to both principal and interest and consist of two hundred and six bonds of the denomination of \$1,000 each, numbered from 1 to 206, inclusive, dated October 1, 1926, bearing interest at the rate of four and six-tenths per centum (4.6%) per annum, payable semi-annually on the 1st days of June and December in each year until maturity and maturing serially, one bond on December 1st, 1930-1935, inclusive, two bonds on December 1st, 1936-1939, inclusive, three bonds on December 1st, 1940-1943, inclusive, four bonds on December 1st, 1944-1946, inclusive, five bonds on December 1st, 1947-1949, inclusive, six bonds on December 1st, 1950 and 1951, seven bonds on December 1st, 1952-1954, inclusive, eight bonds on December 1, 1955, nine bonds on December 1st, 1956-1958, inclusive, ten bonds on December 1, 1959, eleven bonds on December 1st, 1960 and 1961, twelve bonds on December 1, 1962, thirteen bonds on December 1st, 1963 and 1964, and fifteen bonds on December 1, 1965. The bonds are issued pursuant to the Education Law of New York and other statutes applicable thereto and resolutions adopted by the voters at a meeting held in the District on December 30, 1925 and September 17, 1926. We have also examined one of the executed bonds (No. 1).

In our opinion the bonds are valid and binding obligations of The Board of Education of Union Free School District Number One of the Town of Wheatland.

Very truly yours,

*Reed, Dougherty, Hoyt Washburn*

RECEIPT

THIS IS TO CERTIFY that the \$208,000 School Bonds of the Board of Education of Union Free School District Number One, Town of Wheatland, Monroe County, New York, dated October 1, 1926 have been delivered to BATCHELDER, WACK & COMPANY OF NEW YORK, NEW YORK, purchasers and that the undersigned, on or before the 27<sup>th</sup> day of October, 1926 received on behalf of said School District No. 1 from said purchasers, in accordance with the contract for the purchase of said bonds, made on the 6th day of October, 1926, the purchase price thereof, consisting of

(1) Principal (less any deposit credited as part payment)	\$ 201,880.00
(2) Deposit heretofore received and credited as part payment,	4,120.00
(3) Premium	1,612.98
(4) Accrued Interest	684.38

Total Purchase Price \$ 208,297.36

IN WITNESS WHEREOF, this certificate is executed and delivered with said bonds to the above described purchasers by the undersigned District Treasurer of Union Free School District Number One of the Town of Wheatland, Monroe County, New York.

Goodard J. Freidlee  
DISTRICT TREASURER



We, the undersigned, officers of the Municipality hereinafter described, do hereby severally certify that we signed the obligations described in the following Schedule.

That on the date of said obligations we were and now are the duly appointed and acting officers of said Municipality indicated by our signatures thereon.

That the seal affixed to all of said obligations is the seal of said Municipality, and that each of the coupons attached to said obligations bears the facsimile signature of the undersigned District Clerk.

#### SCHEDULE

\$206,000 Bonds of the Board of Education of Union Free School District No. 1, Town of Wheatland, Monroe County, New York, consisting of 206 \$1000. Bonds numbered from 1 to 206 inclusive, all dated October 1, 1926, bearing interest at the rate of .0460 per centum per annum, payable semi-annually on December 1st and June 1st, and maturing serially as follows:


Dec. 1, 1930, \$1000;	Dec. 1, 1931, \$1000;	Dec. 1, 1932, \$1000;
Dec. 1, 1933, \$1000;	Dec. 1, 1934, \$1000;	Dec. 1, 1935, \$1000;
Dec. 1, 1936, \$2000;	Dec. 1, 1937, \$2000;	Dec. 1, 1938, \$2000;
Dec. 1, 1939, \$2000;	Dec. 1, 1940, \$3000;	Dec. 1, 1941, \$3000;
Dec. 1, 1942, \$3000;	Dec. 1, 1943, \$3000;	Dec. 1, 1944, \$4000;
Dec. 1, 1945, \$4000;	Dec. 1, 1946, \$4000;	Dec. 1, 1947, \$5000;
Dec. 1, 1948, \$5000;	Dec. 1, 1949, \$5000;	Dec. 1, 1950, \$6000;
Dec. 1, 1951, \$6000;	Dec. 1, 1952, \$7000;	Dec. 1, 1953, \$7000;
Dec. 1, 1954, \$7000;	Dec. 1, 1955, \$8000;	Dec. 1, 1956, \$9000;
Dec. 1, 1957, \$9000;	Dec. 1, 1958, \$9000;	Dec. 1, 1959, \$10000;
Dec. 1, 1960, \$11000;	Dec. 1, 1961, \$11000;	Dec. 1, 1962, \$12000;
Dec. 1, 1963, \$13000;	Dec. 1, 1964, \$13000;	Dec. 1, 1965, \$15000;

All of such Bonds were authorized to be issued by resolutions duly and regularly adopted at two Special Meetings of the voters of said District, the first of which was held on the 30th day of December, 1925, and the second of which was held on the 17th day of September, 1926.

We further certify that said obligations have been in all respects duly executed and delivered pursuant to the authority hereinabove recited; that no obligations other than said obligations have been issued pursuant to such authority, and that none of the proceedings and records which have been certified to the purchasers of said obligations or the attorneys for the purchasers of said obligations, have been repealed, amended or changed except as therein set forth, and that there has been no change in the facts affecting said obligations except as shown by the proofs furnished.

We further Certify that there is no litigation pending or threatened affecting the authority to issue or the issuance or validity of said obligations, or affecting the constitutionality of any statute or the validity of any proceedings authorizing the same, or the taxing power by them or the corporate existence, or boundaries of said municipality, or the title of any of us to our respective offices.

IN WITNESS WHEREOF, we have hereunto set our hands and seal of said municipality, and deliver this Certificate with said obligations to the purchasers thereof.

  
*Alvin Brown*  
President, Board of Education

*John E. Dulture*  
District Clerk

I hereby certify that I know the above named Officers and am familiar with their signatures, and that I have examined the signatures on such certificate, and that such signatures are genuine, and that the officers are the officers indicated thereby.

*Glenn H. Ewell*  
ant. Treasurer- Union Trust Company of  
Rochester.

This is to certify that this Certificate was  
by authority of the officers whose signatures appear above  
delivered with said obligation to the purchasers thereof this  
\_\_\_\_\_ day of October, 1926.

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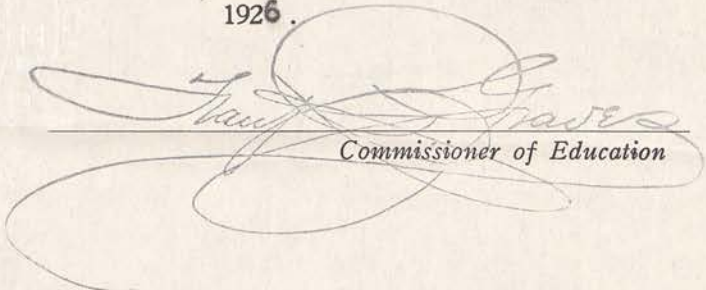


The University of the State of New York

The State Department of Education

I, Frank P. Graves, Commissioner of Education of the State of New York, do hereby certify that I have caused the records of this Department to be examined, and it appears therefrom that the plans and specifications for the **new grade and high** school building in the **union free** school district no. **1** town of **Wheatland (Scottsville)** county of **Monroe** were approved on the **8th** day of **September** 192**6**, by the Commissioner of Education as complying with the provisions of sections 451 and 452 of the Education Law, as amended by the Laws of 1910, chapter 140.

In witness whereof, I have hereunto set my hand and affixed the official seal of the State Department of Education on this **4th** day of **October** 192**6**.

  
Commissioner of Education

PROCEEDINGS RE BOND ISSUE OF UNION FREE SCHOOL DISTRICT NO. 1,  
TOWN OF WHEATLAND, \$225,000.00.

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STATE OF NEW YORK, )  
COUNTY OF MONROE ) SS.  
TOWN OF WHEATLAND. )

ROMEYN S. DUNN, being duly sworn deposes and  
says:-

That he is and was at all the times since January  
1, 1926, Town Clerk of the Town of Wheatland, and as such,  
custodian of all records of said Town, and that the records  
in his office show that the following persons were at all  
times since October 1, 1925 and still are the trustees of  
Union Free School District No. 1, Town of Wheatland, to wit:-  
S. King Brown, Eugene T. Swain, Robert R. Wells.

That at all times since October 1, 1925 the  
following have been and still are the officers of said  
Union Free School District, No. 1, Town of Wheatland, to wit:-  
S. King Brown, President; Eugene T. Swain, Vice-President,  
Louis E. Boutwell, Clerk; Goodard J. Friedell, Treasurer;  
Margaret Brown, Collector.

Romeyn S. Dunn

Sworn to before me this  
27<sup>th</sup> day of July, 1926.

Asa W. Selzer  
Justice of the Peace.



STATE OF NEW YORK )  
STATE TAX DEPARTMENT ) ss:

I, CHARLES H. McTIGUE, Secretary of the State Tax Commission, do hereby certify that the rate of assessment (i.e. the ratio which the assessed valuation of real property bore to the full valuation thereof) of real property in the town of Wheatland, Monroe County, N.Y., for the year 1925 as fixed and determined by the State Tax Commission was 88%.

GIVEN, under my hand and Seal of the State Tax Commission, at the City of Albany, this 11th day of October in the year one thousand nine hundred and twenty-six.

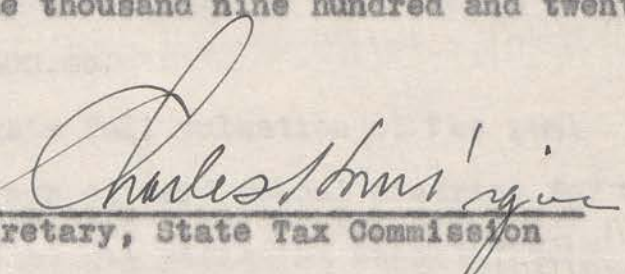


*Charles H. McTigue*  
Secretary, State Tax Commission

STATE OF NEW YORK )  
STATE TAX DEPARTMENT ) SS:

I, CHARLES H. McTIGUE, Secretary of the State Tax Commission, do hereby certify that the rate of assessment (i.e. the ratio which the assessed valuation of real property bore to the full valuation thereof) of real property in the town of Wheatland, Monroe County, N.Y., for the year 1926 as fixed and determined by the State Tax Commission was 83%.

GIVEN under my hand and Seal of the State Tax Commission, at the City of Albany, this 11th day of October in the year one thousand nine hundred and twenty-six.

  
Secretary, State Tax Commission

STATE OF NEW YORK )  
TOWN OF WHEATLAND ) SS.  
COUNTY OF MONROE )

LOUIS E. BOUTWELL, being duly sworn, deposes and says that he is and was on October 30th, 1925, and has been at all times since, the duly authorized and acting Clerk of the Board of Education of Union Free School District, No. 1, Town of Wheatland.

That said Union Free School District No. 1, Town of Wheatland was organized as a Union Free School District at a meeting of the voters thereof duly and legally called and held on June 11, 1896 and the district was formally approved and so designated by Chauncy Brainard, School Commissioner of the State of New York, on or about the 15th day of June, 1896.

That the assessed valuation of the said Union Free School District No. 1, Town of Wheatland for the year 1925 as appears from the assessment roll of said school district was the sum of \$1,211,300.00.

That the aggregate full valuation of the real property within the bounds of said school district for the same year as determined by the ratio as ascertained by the State Tax Commission, that is the ratio which the assessed valuation of said property bears to the actual or full valuation of said property, for the same year, was \$1,376,477.27.

That the approximate population of the district during the year 1925 and up to this time as deponent is informed and believes, is approximately twelve hundred (1200)

Sworn to before me this  
23rd day of September, 1926

Geo. J. Sherrington  
Justice of the Peace.

Louis E. Boutwell

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS.  
TOWN OF WHEATLAND )

LOUIS E. BOUTWELL, being duly sworn, deposes and says that he is and was on October 30th, 1925 and has been at all times since the duly authorized and acting Clerk of the Board of Education of Union Free School District, No. 1, Town of Wheatland;

That on the 30th day of October, 1925, a meeting of the Board of Education of said Union Free School District No. 1, was regularly and duly called and held at the school house in the Village of Scottsville, Monroe County, New York, within said Union Free School District No. 1, Town of Wheatland, all trustees being present, and that at said meeting a resolution was regularly and duly adopted by the unanimous vote of the said trustees, a copy of which is as follows:-

RESOLVED: That the Board of Education of Union Free School District, No. 1, Town of Wheatland, County of Monroe call a special meeting of the qualified electors of such district to be held at the school house on the 2nd day of December, 1925 at seven o'clock in the evening, for the purpose of deciding by a vote of the qualified electors of the district whether:

FIRST:- A new building shall be erected and the sum of two hundred twenty-five thousand dollars (\$225,000) be raised by tax upon the taxable property of such district to be collected in installments as provided by section 467 of the Education Law.

Louis E. Boutwell

Sworn to before me  
this \_\_\_\_\_ day of  
July, 1926.

\_\_\_\_\_

\_\_\_\_\_

STATE OF NEW YORK }  
COUNTY OF MONROE } SS.  
TOWN OF WHEATLAND }

S. KING BROWN being duly sworn deposes and says that he is and was at all times since the first Tuesday in August, 1925 the duly elected, qualified and acting President of the Board of Education of Union Free School District No. 1, Town of Wheatland, Monroe County, New York.

That deponent personally knows that there was not during said period and now is not a newspaper published within the said District No. 1, Town of Wheatland, New York, or within the said Town of Wheatland, New York.

S. King Brown

Sworn to before me  
this 27<sup>th</sup> day of July, 1926

Isaac H. J. J. J.

Justice of the Peace

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS.  
TOWN OF WHEATLAND )

S. KING BROWN, being duly sworn deposes and says that he is and has been at all times since October 1, 1925 duly elected, qualified and acting trustees of the Union Free School District No. 1, Town of Wheatland.

That he is and was at all the times hereinafter mentioned twenty-one years of age and upwards.

That heretofore and on the 11th day of November, 1925, deponent conspicuously posted and fastened up notices of which the annexed is a copy as follows:-

One on the garage of Scottsville Motor Co. on Rochester Street in the Village of Scottsville;

One on a tree on the southwest corner of Rochester Street and Second Street, Village of Scottsville;

One on a pole at the northwest corner of Rochester Street and Genesee Street, Village of Scottsville;

One on a pole at the corner of Rochester Street and Beckwith Avenue, Village of Scottsville;

One on a tree at the corner of Rochester Street and Pleasant Valley Road, Village of Scottsville;

One on a tree at the corner of Browns Avenue and Pleasant Valley Road, Village of Scottsville;

One on a tree at the corner of Browns Avenue and Maple Street, Village of Scottsville;

One on a tree at the corner of Browns Avenue and Beckwith Avenue, Village of Scottsville;

One on the corner of Chili Road and North Road Town of Wheatland, New York;

One on a tree on Chili Ave. where the same passes under the Buffalo, Rochester and Pittsburg R. R. Village of Scottsville;

One on a barn owned by Charles Green on Hanford Ave. Village of Scottsville, N.Y.

One on a tree at the corner of Caledonia Avenue and Road leading to R. T. Miller's known as the Dam Road Village of Scottsville;

One in the B. R. & P. Railroad Station, Village of Scottsville,

One on a pole on Maple Street near B. R. & P. Depot, Village of Scottsville, N.Y.



That the said fourteen places above mentioned and described are fourteen of the most public places within the said Union Free School District No. 1, Town of Wheatland.

A. King Brown

Sworn to before me this

27<sup>th</sup> day of July, 1926

Isaac H. Ragland  
Justice of the Peace

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:  
TOWN OF WHEATLAND )

LOUIS E. BOUTWELL, being duly sworn deposes and says that he is and has been at all times since October 1, 1925 the duly elected, qualified and acting Clerk of the Board of Education of Union Free School District No. 1, Town of Wheatland.

That he is and was at all the times hereinafter mentioned twenty-one years of age and upwards.

That heretofore and on the 11th day of November 1925, deponent conspicuously posted and fastened up notices of which the annexed is a copy as follows:-

One on a door of the school house in Union Free School District No. 1, Town of Wheatland, Village of Scottsville;

One in the U. S. Post office on Main Street in the Village of Scottsville;

One on a tree at the corner of Church Street and Second Street, Village of Scottsville;-

One on a tree at the corner of Church Street and Race Street, Village of Scottsville;

One on Carver's Blacksmith Shop;

One on Dunn Brothers Store, Main Street, Village of Scottsville;

One on Keys Brothers Store, Main Street, Village of Scottsville;

One on pole on River Road at entrance to Pennsylvania Railroad Station, Town of Wheatland,

One on end of fence on River Road, opposite deponent's house on said Road, Town of Wheatland,

One on tree at corner of River Road and road leading to Industry, Town of Wheatland;

One on tree on Church Street, opposite McVean's store house, Village of Scottsville;

One on Stottle's Garage on Main Street, Village of Scottsville.

That the said twelve placed above mentioned and described are

twelve of the most public places within the said Union  
Free School District No. 1, Town of Wheatland, New York.

Louis E. Buttsell

Sworn to before me this

27 day of July, 1926.

John H. Keys

Notary Public

## NOTICE OF SPECIAL MEETING

### UNION FREE SCHOOL DISTRICT NO. 1, TOWN OF WHEATLAND.

The undersigned Board of Education of Union Free School District No. 1, Town of Wheatland, County of Monroe hereby gives notice that a special meeting will be held at the school house on the 2nd day of December, 1925, at 7:30 o'clock in the evening for the purpose of voting upon the following questions:

1. Shall the district authorize the erection of a new school building and raise therefor by tax upon the taxable property of the district the sum of two hundred and twenty-five thousand dollars (\$225,000) to be collected in annual installments as provided by section 467 of the Education law?

2. Shall the district designate as a new site the following described piece or parcel of land, to wit: All that certain lot of land lying and being on the south side of Maple Street, in the village of Scottsville, bounded by a line beginning at a point forty feet from the north-west corner of the lot owned by Virginia Stewart et al, and extending westerly along the line of Maple Street three hundred thirty-four feet to a point seventy-six feet from the north-east corner of the lot owned by Mrs. Katherine Kelly; thence southerly four hundred fifteen and fifteen hundredths feet; thence easterly three hundred thirty-four feet, said line coinciding in part with the northern boundary of the present school ground; and thence northerly four hundred eight and sixty-three hundredths feet to the point of starting, -- the same enclosing a tract of three and sixteen hundredths acres, more or less, and raise for the purchase price thereof the sum of three thousand dollars (\$3000) by tax upon the taxable property of the district, to be collected in annual installments as provided by section 467 of the Education law?

S. King Brown, President  
Eugene T. Swain, Vice President  
Robert R. Wells

Board of Education

Dated. November 11, 1925.

Louis E. Boutwell, Clerk.

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS  
CITY OF ROCHESTER )

LOUIS E. BOUTWELL, being duly sworn deposes and says that he is and has been since October 30th, 1925 and was prior thereto Secretary of the board of Education of Union Free School District No. 1, Town of Wheatland.

That deponent personally knows that on the 30th day of October, 1925 and at all times since, and for many years prior thereto, there is and has been but one school house within Union Free School District No. 1, Town of Wheatland, that being the school house located on Browns Avenue in the Village of Scottsville, Monroe County, New York, where the meeting of Electors was held on the 2nd day of December, 1925 and on the 30th day of December, 1925, and that all school meetings within the memory of deponent have been held within said district at this school house.

Louis E. Boutwell

Sworn to before me this

27<sup>th</sup> day of September, 1926.

Geo. J. Steinhilber

Justice of the Peace.

MINUTES OF SPECIAL MEETING OF ELECTORS OF  
UNION FREE SCHOOL DISTRICT NO. 1,  
TOWN OF WHEATLAND, NEW YORK

\*\*\*\*\*

A special meeting of Electors of Union Free School District No. 1, Town of Wheatland was regularly and duly called and held pursuant to notice at the School house within said District in the Village of Scottsville, Monroe County, New York, on the 2nd day of December, 1925 at 7:45 o'clock P.M.

The meeting was called to order by S. King Brown, President of the Board of Education at 7:45 P. M.

Mr. George J. Skivington was nominated as Chairman and unanimously chosen.

The Clerk then read the call for the meeting.

Mr. S. King Brown, then offered the following resolution and moved its adoption, the motion being seconded by Judge Selden S. Brown:-

RESOLVED: That the board of education of Union Free School District No. 1 of the Town of Wheatland County of Monroe, is hereby authorized and directed to cause plans and specifications to be prepared for the erection of a new school building subject to the approval of the Commissioner of Education, and in accordance with the provisions of Section 451 and 452 of the Education Law, and to erect such new building in accordance with such plans and specifications and to expend for such purpose the sum of not more than two hundred twenty-five thousand dollars (\$225,000) which sum shall be raised by tax on the taxable property of the district and be collected in forty annual installments and that the said board of education of said district is hereby authorized and directed in accordance with the provisions of section 480 of the Education Law to borrow on the credit of said district the said sum of two hundred twenty-five thousand dollars (\$225,000) or so much thereof as may be necessary and issue bonds or other evidences of indebtedness binding upon such district in the denominations of one thousand dollars each, bearing interest at a rate not exceeding five per cent, payable semi-annually, to be dated December 1, 1925 and one of such bonds or other evidences of indebtedness to mature on the first day of December, 1926, and one or more to mature annually thereafter on the first day of December until all of them mature and are paid; and the said district is hereby

authorized and directed to raise by tax upon the taxable property of the district such sum as shall be necessary to pay each of such bonds and evidences of indebtedness as they mature and also to pay any and all interest thereon as the same shall become due.

A motion to table the resolution, made by Mr. Creedon and seconded by Mr. Morgan Slocum, was put and lost.

A discussion followed.

A motion made by Mr. John Burrell and duly seconded to lay the resolution on the table until an adjourned meeting to be held on December 30, 1925 at the same time and place was duly put to a vote and declared carried.

Upon motion duly made, seconded and carried, adjournment was then taken to December 30, 1925 at the same time and place.

*Lucas E. Boutwell*

DISTRICT CLERK



STATE OF NEW YORK, )  
COUNTY OF MONROE, ) SS.  
TOWN OF WHEATLAND. )

LOUIS E. BOUTWELL being duly sworn deposes and says that he is and was on December, 2, 1925 the duly qualified and acting Clerk of the Board of Education of Union Free School District, No. 1, Town of Wheatland.

That the foregoing is a true and correct transcript of the minutes of a meeting of the electors of said district held in and for said district at the school house in the Village of Scottsville, Monroe County, New York, within said district on the 2nd day of December, 1925.

Louis E. Boutwell

Sworn to before me this  
27<sup>th</sup> day of July, 1926

John W. Keys

Notary Public



MINUTES OF ADJOURNED SPECIAL MEETING OF  
ELECTORS OF UNION FREE SCHOOL DISTRICT NO.1  
TOWN OF WHEATLAND

\*\*\*\*\*

An adjourned special meeting of the Electors of Union Free School District No. 1, Town of Wheatland, was duly and regularly called and held at the School house in the Village of Scottsville, Monroe County, New York, within said district on the 30th day of December, 1925 at 7:45 o'clock P. M.

The meeting was duly called to order by Mr. George J. Skivington, Chairman.

The minutes of the meeting of December 2, 1925 were read and there being no objections were declared by the Chairman approved as read.

It was then regularly moved, seconded and carried that the proposed resolution offered at the meeting of December 2, 1925 be taken from the table.

The chairman then declared that the original motion was open for discussion.

A motion to adjourn having been put to a vote and lost, the previous question was then moved and declared carried:

On motion duly made, seconded and unanimously carried, it was resolved that the voting be by ballot.

Mr. Morgan Slocum and Mr. Howard Francis were thereupon chosen tellers of the meeting, and a ballot was taken on said resolution.

The tellers announced a total of 134 votes cast, 82 being in the affirmative, 51 in the negative and one blank.

The chairman thereupon declared the resolution adopted.

Schedule A annexed hereto contains the true and correct names of the qualified electors of the district, who were present at the meeting and voted upon this motion.

A discussion was then had and a vote taken upon a distinct and separate resolution with reference to a site and thereafter the meeting upon motion duly made, seconded and carried adjourned without date.



DISTRICT CLERK



SCHEDULE "A"

Louis E. Boutwell  
 S. King Brown  
 Geo. J. Skivington  
 E. Howard Francis  
 James McCormick  
 Catherine Rafferty  
 Joseph Davey  
 John Eggleston  
 LeRoy M. Slocum, Sr.  
 Mrs. Eugene T. Swain  
 Julia Gridley  
 Mrs. Clarence White  
 Mrs. Wm. Kelly  
 Ida Crow  
 Mrs. Selden S. Brown  
 Mrs. L. M. Slocum, Sr.  
 Geo. Rosenworth  
 Mrs. Robert Wells  
 Fraser Scott  
 Mrs. Louis E. Boutwell  
 Scott Stevens  
 Mrs. Fraser Scott  
 Clossen Coman  
 L. H. Pierce  
 N. C. D. Brown  
 Mrs. Wm. Carver  
 Arthur E. Munson  
 Mrs. Clossen Coman  
 Mrs. Emma Miller  
 Mrs. John Tyler  
 Lawson Giles  
 Lorenz Weisner  
 Mrs. Anna Carey  
 Mrs. Jeanette Hogg  
 Mrs. Wm. Muir  
 Mrs. John Burrell  
 Nettie Weingand  
 Joe Tyler  
 Mrs. Chas. Thatcher  
 Mrs. Wm. Goodberlet  
 Edward Karges  
 Mrs. Donald Hayes  
 Willard Galusha  
 Mrs. Frank Marsh  
 Matthew McConville  
 Mrs. Georgia Schillinger  
 Wallace E. Vokes  
 Chester Harmon  
 Albert Hart  
 Mrs. Howard Davison  
 Byron H. Lossee  
 Louis Estes  
 Mrs. Fred Storke  
 William Houghtaling  
 Leonard West  
 Wm. Baker  
 Mary Baker  
 Stanley Franklin  
 Stewart Bly  
 John Burrell  
 John Wills  
 Theo. Krenzer  
 George Bly  
 William Carver  
 E. A. Jenkins  
 Robert Murphy  
 Wm. Murohy

Robert Wells  
 Morgan Slocum  
 Eugene T. Swain  
 Jerry Bennett  
 Mrs. James McCormick  
 William J. Rafferty  
 Wm. T. Keys  
 Mrs. John Eggleston  
 Mrs. Wm. J. Rafferty  
 Mrs. Isaac Budlong  
 Mrs. Cora Studeman  
 Mrs. Joseph McFadden  
 Samuel Crow  
 Harriet Gridley  
 Selden S. Brown  
 Ruth Hanford  
 Mrs. Adda Davey  
 Mrs. E. Howard Francis  
 James Doole  
 Mrs. S. King Brown  
 Mrs. Joseph Burns  
 Margaret Brown  
 Mrs. Stephen Hallock  
 Mrs. Ned Brown  
 Mrs. Arthur Munson  
 Mrs. Albert Randall  
 Wm. Muir  
 Mrs. John Resch  
 Mrs. Everett G. Darrohn  
 Mrs. Emma Giles  
 Mrs. Lorenz Weisner  
 Mrs. Agnes White  
 Mrs. Robert Comstock  
 Mrs. John Murphy  
 Mrs. James Doole  
 Mrs. Anna Fisher  
 Mrs. Joe Tyler  
 Mrs. Virginia Phillips  
 Mrs. Goodard J. Freidell  
 Mrs. Edward Karges  
 Mrs. Matthew McGuire  
 Mrs. Cornelius Schillinger  
 Wm. Dunn  
 Frank Marsh  
 Oscar Giles  
 Mrs. Heineman  
 John F. McAmmond  
 Stephen Hallock  
 Edward Galusha  
 Howard Davison  
 J. C. Martin  
 Jessie Lossee  
 Emma Vokes  
 Clyde Brignoll  
 David Hayes  
 Joe Hines  
 Mrs. Joseph Hines  
 William W. Smith  
 Geo. Burrell  
 D. S. Coates  
 Jacob Gauck  
 Charles Quinn  
 R. S. Dunn  
 Frank Gilbert  
 F. S. Creedon  
 J. G. Freidell  
 John Keys

STATE OF NEW YORK }  
COUNTY OF MONROE } SS.  
TOWN OF WHEATLAND }

LOUIS E. BOUTWELL being duly sworn deposes and says that he is and was on the 30th day of December, 1925 the duly appointed, qualified and acting Clerk of the Board of Education of Union Free School District No. 1, Town of Wheatland, New York.

That the foregoing is a true and correct transcript of the minutes of the meeting of the electors of said district held in and for said district at the school house in the Village of Scottsville within said district on the 30th day of December 1925 and of the whole thereof in so far as they relate in any particular to the proposed bond issue of \$225,000.

Louis E. Boutwell

Sworn to before me this  
27th day of July, 1926.

John H. Keys  
Notary Public

STATE OF NEW YORK  
COUNTY OF MONROE           SS.  
TOWN OF WHEATLAND

LOUIS E. BOUTWELL, being duly sworn, deposes and says that he is and was on Aug. 24, 1926, and has been at all times since the duly authorized and acting Clerk of the Board of Education of the Union Free School District No. 1, Town of Wheatland.

That on the 24th day of August 1926, at a meeting of the Board of Education of said Union Free School District No. 1, was regularly and duly called and held at the School House within said District in the Village of Scottsville, Monroe County, New York, the entire board being present, and that at said meeting the Resolution was regularly and duly adopted by the unanimous vote of the members of said Board of Education, a copy of which is as follows:-

RESOLVED, that a meeting of the Electors of this District be held at the School House in the Village of Scottsville New York, within said district, on the 17th day of September, 1926 at 7:30 o'clock P.M. (Eastern Standard Time) for the purpose of voting on the following question:-

Shall the sum of \$225,000 authorized to be raised by tax at a meeting of the Electors of said District held on the 30th day of December, 1925, be reduced to \$206,000 to be collected in such amounts over such years as may be fixed by the Board of Education and shall the bonds authorized be issued by said Board so as to mature as follows, to wit:-

Dec. 1, 1930	\$1000;	Dec. 1, 1931.	\$1000;	Dec.1, 1932	\$1000;
Dec. 1, 1933	\$1000;	Dec. 1, 1934,	\$1000;	Dec.1, 1935	\$1000;
Dec. 1, 1936	\$2000;	Dec. 1, 1937,	\$2000;	Dec.1, 1938	\$2000;
Dec. 1, 1939,	\$2000;	Dec. 1, 1940,	\$3000;	Dec. 1, 1941	\$3000;
Dec. 1, 1942.	\$3000;	Dec. 1, 1943,	\$3000;	Dec.1, 1944	\$4000;
Dec. 1, 1945,	\$4000;	Dec. 1, 1946,	\$4000;	Dec.1, 1947	\$5000;
Dec. 1, 1948,	\$5000;	Dec. 1, 1949,	\$5000;	Dec.1, 1950	\$6000;
Dec. 1, 1951,	\$6000;	Dec. 1, 1952,	\$7000;	Dec.1, 1953	\$7000;
Dec. 1, 1954,	\$7000;	Dec. 1, 1955,	\$8000;	Dec.1, 1956	\$9000;
Dec. 1, 1957,	\$9000;	Dec. 1, 1958,	\$9000;	Dec.1, 1959	\$10000;
Dec. 1, 1960,	\$11000;	Dec. 1, 1961,	\$11000;	Dec.1, 1962	\$12000;
Dec. 1, 1963,	\$13000;	Dec. 1, 1964,	\$13000;	Dec.1, 1965	\$15000;

All of said bonds to bear interest at a rate not to exceed 5% per annum, payable semi-annually on the first days of

June and December of each and every year, and shall the Board of Trustees be authorized and directed to raise by tax upon the taxable property of the District such sum as shall be necessary to pay each of such sum as shall be necessary to pay each of such bonds and evidences of indebtedness as they mature and also to pay any and all interest thereon as the same shall become due..and further

RESOLVED that the Clerk be and he hereby is authorized and directed to give notice of said meeting in accordance with the statute.

Louis E. Postuall

Sworn to before me this  
28<sup>th</sup> day of Sept. 1926.

Geo. J. Shivering

Justice of the Peace.

STATE OF NEW YORK  
COUNTY OF MONROE SS.  
CITY OF ROCHESTER.

LOUIS E. BOUTWELL, being duly sworn deposes and says that he is and has been at all times since October 1, 1925 duly elected, qualified and acting trustee of the Union Free School District No. 1, Town of Wheatland.

That he is and was at all the times hereinafter mentioned twenty-one years of age and upwards.

That heretofore and on the 27th day of August, 1926, deponent conspicuously posted and fastened up notices of which the annexed is a copy, as follows:

One on the pole in front of deponent's house on River Road.

One on the pole in front of Pennsylvania RR. on River Road.

One on a pole at the corner of Second Street and Rochester Street in the Village of Scottsville.

One on the pole at the northeast corner of Genesee Street and Rochester Street in the Village of Scottsville.

One on a pole on Rochester Street in front of Brown Property near the corner of Beckwith Ave. in Village of Scottsville.

One at the southwest corner of Pleasant Valley and River Road in the Village of Scottsville.

One on a pole at the northwest corner of Pleasant Valley and Brown's Ave. in Village of Scottsville.

One on a pole at the northwest corner of Chili Road and North Road.

One on a pole on Chili Road near B.R. & P. Subway, Village of Scottsville.

One on Green's barn on Hanford Ave. Village of Scottsville.

One on pole at the corner of Caledonia Ave. and Miller Road, Village of Scottsville.

One on a pole in front of B.R. & P. Depot, Village of Scottsville.

One on Brown's Ave. on a tree in front of home of J. C. McVean, Village of Scottsville.

One on a tree at the corner of Second St. and Brown Ave. Village of Scottsville.

One on Carver's Garage, Main Street, Village of Scottsville.

One on a pole on Main Street in Village of Scottsville in front of Dunn Bros. store.

One on a tree in front of Keys Bros. Store, Main Street, Village of Scottsville.

One on front of the Post Office on Main Street in Village of Scottsville.

One on a pole on Brown's Ave. in rear of Red & White Store.

One on tree in front of Schoolhouse on Brown Ave.

That the said twenty places above mentioned and described are twenty of the most public places within the said Union Free School District No. 1, Town of Wheatland.

Louis E. Butcher

Sworn to before me this  
28<sup>th</sup> day of Sept. 1926.

Geo. J. Sheeringa  
Justice of the Peace.



NOTICE OF SPECIAL MEETING

UNION FREE SCHOOL DISTRICT NO. 1  
TOWN OF WHEATLAND.

The undersigned Board of Education of Union Free School District No. 1, Town of Wheatland, County of Monroe and State of New York hereby gives notice that a special meeting of the inhabitants of said district will be held at the School House within said district, in the Village of Scottsville, Monroe County, New York, on the 17th day of September, 1926, at 7:30 o'clock P. M. (Eastern Standard Time) for the purpose of voting on the following question:-

Shall the sum of \$225,000 authorized to be raised by tax at a meeting of the Electors of said District held on the 30th day of December, 1925 be reduced to \$206,000 to be collected in such amounts over such years as may be fixed by the Board of Education and shall the bonds authorized be issued by said Board so as to mature as follows, to wit:

Dec. 1, 1930, \$1000;	Dec. 1, 1931, \$1000;	Dec. 1, 1932, \$1000;
Dec. 1, 1933, \$1000;	Dec. 1, 1934, \$1000;	Dec. 1, 1935, \$1000;
Dec. 1, 1936, \$2000;	Dec. 1, 1937, \$2000;	Dec. 1, 1938, \$2000;
Dec. 1, 1939, \$2000;	Dec. 1, 1940, \$3000;	Dec. 1, 1941, \$3000;
Dec. 1, 1942, \$3000;	Dec. 1, 1943, \$3000;	Dec. 1, 1944, \$4000;
Dec. 1, 1945, \$4000;	Dec. 1, 1946, \$4000;	Dec. 1, 1947, \$5000;
Dec. 1, 1948, \$5000;	Dec. 1, 1949, \$5000;	Dec. 1, 1950, \$6000;
Dec. 1, 1951, \$6000;	Dec. 1, 1952, \$7000;	Dec. 1, 1953, \$7000;
Dec. 1, 1954, \$7000;	Dec. 1, 1955, \$8000;	Dec. 1, 1956, \$9000;
Dec. 1, 1957, \$9000;	Dec. 1, 1958, \$9000;	Dec. 1, 1959, \$10000;
Dec. 1, 1960, \$11000;	Dec. 1, 1961, \$11000;	Dec. 1, 1962, \$12000;
Dec. 1, 1963, \$13000;	Dec. 1, 1964, \$13000;	Dec. 1, 1965, \$15,000.

All of said bonds to bear interest at a rate not to exceed 5% per annum, payable semi-annually on the first days of June and December of each and every year, and shall the Board of Trustees be authorized and directed to raise by tax upon the taxable property of the District such sum as shall be necessary to pay each of such bonds and evidences of indebtedness as they mature and also to pay any and all interest thereon as the same shall become due.

S. King Brown, President  
Eugene T. Swain, Vice-President  
Robert R. Wells,  
Board of Education

Dated, August 25, 1926

Louis E. Boutwell, Clerk

Minutes of special meeting of Electors of Union Free School District, No. 1, Town of Wheatland, New York.

A special meeting of the Electors of Union Free School District, No. 1, Town of Wheatland, was regularly and duly called and held pursuant to notice at the school house within said district in the Village of Scottsville, Monroe County, New York, on the 17th day of September, 1926, at 7:30 P. M. Eastern Standard Time.

The meeting was called to order by Mr. S. King Brown President of the Board of Education at 7:55 P. M.

Hon. Selden S. Brown was nominated as chairman and unanimously chosen, and thereupon took charge of the meeting.

The Clerk then read the call for the meeting.

Mr. S. King Brown then offered the following resolution and moved its adoption, the motion being seconded by Robert Wells:-

RESOLVED that the sum of \$225,000 authorized to be raised by tax at a meeting of the Electors of said District be held on the 30th day of December, 1925, be reduced to \$208,000 to be collected in such amounts over such years as may be fixed by the Board of Education and that the bonds authorized be issued by said Board so as to mature as follows, to wit:-

Dec. 1, 1930, \$1000;	Dec. 1, 1931, \$1000;	Dec. 1, 1932, \$1000;
Dec. 1, 1933, \$1000;	Dec. 1, 1934, \$1000;	Dec. 1, 1935, \$1000;
Dec. 1, 1936, \$2000;	Dec. 1, 1937, \$2000;	Dec. 1, 1938, \$2000;
Dec. 1, 1939, \$2000;	Dec. 1, 1940, \$3000;	Dec. 1, 1941, \$3000;
Dec. 1, 1942, \$3000;	Dec. 1, 1943, \$3000;	Dec. 1, 1944, \$4000;
Dec. 1, 1945, \$4000;	Dec. 1, 1946, \$4000;	Dec. 1, 1947, \$5000;
Dec. 1, 1948, \$5000;	Dec. 1, 1949, \$5000;	Dec. 1, 1950, \$6000;
Dec. 1, 1951, \$6000;	Dec. 1, 1952, \$7000;	Dec. 1, 1953, \$7000;
Dec. 1, 1954, \$7000;	Dec. 1, 1955, \$8000;	Dec. 1, 1956, \$9000;
Dec. 1, 1957, \$9000;	Dec. 1, 1958, \$9000;	Dec. 1, 1959, \$10000;
Dec. 1, 1960, \$11000;	Dec. 1, 1961, \$11000;	Dec. 1, 1962, \$12000;
Dec. 1, 1963, \$13000;	Dec. 1, 1964, \$13000;	Dec. 1, 1965, \$15000.

All of said bonds to bear interest at a rate not to exceed 5% per annum, payable semi-annually on the first days of June and December of each and every year, and the Board of Trustees be authorized and directed to raise by tax upon the taxable property of the District such sum as shall be necessary to pay each of such bonds and evidences of indebtedness as they mature and also to pay any and all interest thereon as the same shall become due.

A discussion then followed and at the close thereof

the chairman appointed Ward Knapp and Mrs. Nolan Wells as tellers; the voting upon this resolution then proceeded by ballot. The tellers announced a total of 38 votes cast, 37 in the affirmative and one in the negative, and the chairman thereupon declared the resolution adopted.

Schedule A annexed hereto contains true and correct names of the qualified voters of the district who were present at the meeting and voted upon this motion.

Upon motion duly made, seconded and carried, the meeting thereupon adjourned.

*Louis E. Boutwell*

District Clerk.

STATE OF NEW YORK }  
COUNTY OF MONROE } SS.  
CITY OF ROCHESTER }

LOUIS E. BOUTWELL being duly sworn deposes and says that he is and was on the 17th day of September, 1926 the duly appointed, qualified and acting Clerk of the Board of Education of Union Free School District Number One, Town of Wheatland; that the foregoing is a true and correct transcript of the minutes of the meeting of the Electors of said District held at the School House within said District in the Village of Scottsville, Monroe County, New York, on the 17th day of September, 1926; that deponent has compared the foregoing minutes with the original minutes thereof in the minute book and that the same is a true and correct copy thereof and of the whole thereof; and that annexed to the foregoing copy of said minutes is a true and correct copy of the ballot used by the electors for voting at said meeting.

*Louis E. Boutwell*

Sworn to before me this 22<sup>nd</sup> day of October, 1926.

*Wingfor  
the Peace.*

Y E S

the chairman appointed Ward Knapp and Mrs. Nolan Wells as tellers; the voting upon this resolution then proceeded by ballot. The tellers announced a total of 38 votes cast, 37 in the affirmative and one in the negative, and the chairman thereupon declared the resolution adopted.

Schedule A annexed hereto contains true and correct names of the qualified voters of the district who were present at the meeting and voted upon this motion.

Upon motion duly made, seconded and carried, the meeting thereupon adjourned.

*Louis E. Boutwell*

District Clerk.

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS.  
CITY OF ROCHESTER )

LOUIS E. BOUTWELL being duly sworn deposes and says that he is and was on the 17th day of September, 1926 the duly appointed, qualified and acting Clerk of the Board of Education of Union Free School District Number One, Town of Wheatland; that the foregoing is a true and correct transcript of the minutes of the meeting of the Electors of said District held at the School House within said District in the Village of Scottsville, Monroe County, New York, on the 17th day of September, 1926; that deponent has compared the foregoing minutes with the original minutes thereof in the minute book and that the same is a true and correct copy thereof and of the whole thereof; and that annexed to the foregoing copy of said minutes is a true and correct copy of the ballot used by the electors for voting at said meeting.

*Louis E. Boutwell*

Sworn to before me this  
26th day of October, 1926.

*Geo. J. Sheeringer*  
Justice of the Peace

SCHEDULE "A"

S. KING BROWN	SCOTT STEVENS
ROBERT WELLS	JOHN DONEHUE
MRS. JOHN CAREY	GEORGE SKIVINGTON
LAWRENCE WEISNER	MRS. LAWRENCE WEISNER
G. J. FREIDELL	MARGARET BROWN
THEODORE KRENZER	MRS. ARTHUR MUNSEN
MRS. ROBERT WELLS	ETWIN JENKINS
FRANK MARSH	R. S. BECKER
MRS. SAMUEL CRAW	S. S. CRAW
MRS. FRANK MARSH	MRS. S. S. BROWN
DON. COATES	WILLIAM MURPHY
OSCAR GILES	MRS. LAWSON GILES
LAWSON GILES	E. H. T. MILLER
STEPHEN HALLOCK	MRS. CLAWSON COMAN
CLAWSON COMAN	ARTHUR MUNSON
LEO RONAN	JOHN WELLS
WILLIAM RAFFERTY	MRS. NOLAN WELLS
EUGENE T. SWAIN	WARD KNOPP
SELDEN S. BROWN	LOUIS E. BOUTWELL

MINUTES OF SPECIAL MEETING.

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A special meeting of the Board of Trustees of Union Free School District No. 1 was held at Scottsville, New York, on the 21st day of September, 1926, all members being present.

The following motion was moved by Mr. Wells, seconded by Mr. Swain and having been put to a vote was unanimously carried:-

WHEREAS at a special district meeting duly, legally and regularly called and held on the 30th day of December, 1925 \$225,000 bonds of the Board of Education of Union Free School District No. 1, Town of Wheatland, were duly authorized to be issued, and

WHEREAS at a special district meeting duly and legally called and held on the 17th day of September, 1926, the said issue was reduced from \$225,000 to \$206,000 and authority was then and there given to the Board of Education of said district to issue said bonds to mature as hereinafter provided and said Board of Education was duly authorized to issue such bonds in said form and

WHEREAS it is desirable to provide a levy and collection of tax to pay the principal and interest thereon,

RESOLVED, that pursuant to the resolutions adopted by the qualified electors of Union Free School District Number One, Town of Wheatland, County of Monroe, New York, at such meeting so called and held as aforesaid, to wit, on the 30th day of December, 1925 and on the 17th day of September, 1926, and in accordance with the authority conferred upon this board by Section 480 of the Education Law this Board of Education borrow on the credit of said district the sum of \$206,000 and issue district bonds therefor in the said sum of \$206,000 each of said bonds to be in the denomination of \$1,000 to be numbered from 1 to 206 inclusive to bear interest at a rate of interest not exceeding 5% per annum payable semi-annually on the first days of June and December in each and every year at Union Trust Company of Rochester or Bankers Trust Company of New York, to the holder thereof in New York Exchange, all of said bonds to be dated October 1, 1926 and to mature as follows:-

Dec. 1, 1930, \$1000;	Dec. 1, 1931, \$1000;	Dec. 1, 1932 \$1000;
Dec. 1, 1933, \$1000;	Dec. 1, 1934, \$1000;	Dec. 1, 1935 \$1000;
Dec. 1, 1936, \$2000;	Dec. 1, 1937, \$2000;	Dec. 1, 1938, \$2000;
Dec. 1, 1939, \$2000;	Dec. 1, 1940, \$3000;	Dec. 1, 1941 \$3000;
Dec. 1, 1942, \$3000;	Dec. 1, 1943, \$3000;	Dec. 1, 1944 \$4000
Dec. 1, 1945, \$4000;	Dec. 1, 1946, \$4000;	Dec. 1, 1947, \$5000
Dec. 1, 1948, \$5000;	Dec. 1, 1949, \$5000;	Dec. 1, 1950 \$6000
Dec. 1, 1951, \$6000;	Dec. 1, 1952, \$7000;	Dec. 1, 1953, \$7000
Dec. 1, 1954, \$7000;	Dec. 1, 1955, \$8000;	Dec. 1, 1956, \$9000
Dec. 1, 1957, \$9000;	Dec. 1, 1958, \$9000;	Dec. 1, 1959, \$10000
Dec. 1, 1960, \$11000;	Dec. 1, 1961, \$11000;	Dec. 1, 1962, \$12000
Dec. 1, 1963, \$13000;	Dec. 1, 1964, \$13000;	Dec. 1, 1965, \$15000

Said bonds to be sold at not less than their face value and accrued interest to date of delivery.

FURTHER RESOLVED, that there be levied, assessed and collected annually on the taxable property of said School District

a sum sufficient to pay the principal and interest of said bonds as the same respectively become due and payable.

FURTHER RESOLVED, that when said bonds shall have been duly sold and executed the same shall be delivered to the purchaser upon payment of the purchase price to the Treasurer of the District and the receipt of the said District Treasurer shall be a full acquittance to said purchaser who shall not be obligated to see to the application of the purchase money.

FURTHER RESOLVED, there being no newspaper published within this District, that the Clerk of this Board be and he hereby is directed to post or cause to be posted in at least ten of the most public places in said district not less than ten days before and excluding the date of sale, a notice of sale in substantially the following form, to wit:-

NOTICE OF SALE

OF

\$206,000.00

School Bonds of Union Free School District Number One, Town of Wheatland, Monroe County, New York.

NOTICE IS HEREBY GIVEN, that the Board of Education of Union Free School District, Number One of the Town of Wheatland, Monroe County, New York, will receive sealed proposals at the High School Building in the Village of Scottsville, Town of Wheatland, Monroe County, New York, within said district until 7:30 P.M. on the 6th day of October, 1926 for the purchase of \$206,000 par value of said bonds of said district of the denomination of \$1,000 each numbered from one to two hundred six inclusive, bearing interest at the rate of not to exceed 5% per annum, said interest to be payable semi-annually on the first days of June and December of each and every year. The said bonds are to be issued in coupon form, registerable at the option of the holder both as to principal and interest.

-The said bonds are to mature as follows:-

Dec. 1, 1930, \$1000;	Dec. 1, 1931, \$1000;	Dec. 1, 1932, \$1000;
Dec. 1, 1933, \$1000;	Dec. 1, 1934, \$1000;	Dec. 1, 1935, \$1000;
Dec. 1, 1936, \$2000;	Dec. 1, 1937, \$2000;	Dec. 1, 1938, \$2000;
Dec. 1, 1939, \$2000;	Dec. 1, 1940, \$3000;	Dec. 1, 1941, \$3000;
Dec. 1, 1942, \$3000;	Dec. 1, 1943, \$3000;	Dec. 1, 1944, \$4000;
Dec. 1, 1945, \$4000;	Dec. 1, 1946, \$4000;	Dec. 1, 1947, \$5000;
Dec. 1, 1948, \$5000;	Dec. 1, 1949, \$5000;	Dec. 1, 1950, \$6000;
Dec. 1, 1951, \$6000;	Dec. 1, 1952, \$7000;	Dec. 1, 1953, \$7000;
Dec. 1, 1954, \$7000;	Dec. 1, 1955, \$8000;	Dec. 1, 1956, \$9000;
Dec. 1, 1957, \$9000;	Dec. 1, 1958, \$9000;	Dec. 1, 1959, \$10000;
Dec. 1, 1960, \$11000;	Dec. 1, 1961, \$11000;	Dec. 1, 1962, \$12000;
Dec. 1, 1962, \$13000;	Dec. 1, 1964, \$13000;	Dec. 1, 1965, \$15000;

Both principal and interest shall be payable at Union Trust Company of Rochester or at the option of the holder at Bankers Trust Company of New York City.

Purchasers will be furnished with approving opinion of Messrs. Reed, Dougherty & Hoyt, attorneys of New York City.

The bonds cannot be sold for less than par and accrued interest.

The right is reserved to reject any or all bids.

Purchasers shall be required to produce with their bids in cash or certified check or by Bank draft to the order of the said Board of Education 2% of amount of bonds bid for.

Proposals should be enclosed in a sealed envelope marked on the outside "proposal for bonds of Union Free School District No. 1, Town of Wheatland, Monroe County, N.Y." and should be addressed to the undersigned District Clerk at Scottsville, New York.

Dated, September 21<sup>st</sup> 1926.

BOARD OF EDUCATION OF UNION  
FREE SCHOOL DISTRICT NO. 1  
Town of Wheatland, Monroe Co. N.Y.

By- Louis E. Boutwell, District Clerk.

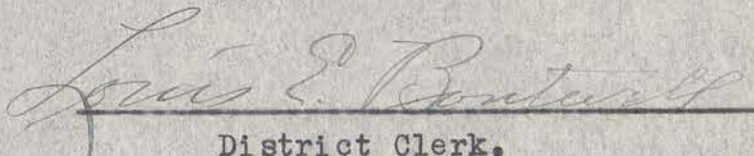
FURTHER RESOLVED, that this Board of Education meet on the said 6th day of October, 1926 at the High School within said District in the Village of Scottsville, Monroe County, New York, at 7:30 P.M. Eastern Standard time on that day to act with reference to the bids received for said bonds.

The question of the adoption of the foregoing resolution was duly put to a vote which resulted as follows:-

Ayes- 3      Noes- None

The president thereupon declared the resolution adopted.

Various other business was thereafter transacted by the meeting with reference to contracts and other business in connection with the erection of the proposed new school having, however, no relation to the bond issue and thereafter upon motion duly made, seconded and unanimously carried, the meeting adjourned to the 6th day of October, 1926 at 7:30 P.M. at the High School in the Village of Scottsville.

  
District Clerk.



STATE OF NEW YORK }  
COUNTY OF MONROE } SS.  
CITY OF ROCHESTER }

LOUIS E. BOUTWELL being duly sworn deposes and says that he is and was on the 21st day of September, 1926 the duly appointed, qualified and acting Clerk of the Board of Education of Union Free School District Number One, Town of Wheatland; that the foregoing is a true and correct transcript of the minutes of a meeting of the Board of Education of said District held in and for said District at the School House in the Village of Scottsville, Monroe County, New York, on the 21st day of September, 1926; that deponent has compared the same with the original records of said meeting in his minute book, and that the same is a true and correct copy thereof and of the whole thereof insofar as the same relates to the proposed bond issue of \$206,000.

Louis E. Boutwell

Sworn to before me this  
26<sup>th</sup> day of October, 1926.

Leop. J. Sheeringa  
Justice of the Peace.

**NOTICE OF SALE**

**OF**

**\$206,000.00**

**SCHOOL BONDS OF UNION FREE SCHOOL DISTRICT NO. ONE,  
TOWN OF WHEATLAND, MONROE COUNTY, NEW YORK.**

NOTICE IS HEREBY GIVEN, that the Board of Education of Union Free School District Number One of the Town of Wheatland, Monroe County, New York, will receive sealed proposals at the High School Building in the Village of Scottsville, Town of Wheatland, Monroe County, New York, within said district, until 7:30 P. M. on the 6th day of October, 1926 for the purchase of \$206,000 par value of bonds of said district of the denomination of \$1,000 each numbered from one to two hundred six inclusive, bearing interest at the rate of not to exceed 5 per cent per annum, said interest to be payable semi-annually on the first days of June and December of each and every year. The said bonds are to be issued in coupon form, registerable at the option of the holder both as to principal and interest.

The said bonds are to mature as follows;

Dec. 1, 1930, \$ 1,000;	Dec. 1, 1931, \$ 1,000;	Dec. 1, 1932, \$ 1,000;
Dec. 1, 1933, \$ 1,000;	Dec. 1, 1934, \$ 1,000;	Dec. 1, 1935, \$ 1,000;
Dec. 1, 1936, \$ 2,000;	Dec. 1, 1937, \$ 2,000;	Dec. 1, 1938, \$ 2,000;
Dec. 1, 1939, \$ 2,000;	Dec. 1, 1940, \$ 3,000;	Dec. 1, 1941, \$ 3,000;
Dec. 1, 1942, \$ 3,000;	Dec. 1, 1943, \$ 3,000;	Dec. 1, 1944, \$ 4,000;
Dec. 1, 1945, \$ 4,000;	Dec. 1, 1946, \$ 4,000;	Dec. 1, 1947, \$ 5,000;
Dec. 1, 1948, \$ 5,000;	Dec. 1, 1949, \$ 5,000;	Dec. 1, 1950, \$ 6,000;
Dec. 1, 1951, \$ 6,000;	Dec. 1, 1952, \$ 7,000;	Dec. 1, 1953, \$ 7,000;
Dec. 1, 1954, \$ 7,000;	Dec. 1, 1955, \$ 8,000;	Dec. 1, 1956, \$ 9,000;
Dec. 1, 1957, \$ 9,000;	Dec. 1, 1958, \$ 9,000;	Dec. 1, 1959, \$10,000;
Dec. 1, 1960, \$11,000;	Dec. 1, 1961, \$11,000;	Dec. 1, 1962, \$12,000;
Dec. 1, 1963, \$13,000;	Dec. 1, 1964, \$13,000;	Dec. 1, 1965, \$15,000;

Both principal and interest shall be payable at Union Trust Company of Rochester or at the option of the holder at Bankers Trust Company of New York City.

Purchasers will be furnished with approving opinion of Messrs. Reed, Dougherty & Hoyt, attorneys of New York City.

The bonds cannot be sold for less than par and accrued interest.

The right is reserved to reject any or all bids.

Purchasers shall be required to produce with their bids in cash or certified check or by Bank Draft to the order of the said Board of Education 2 percent of amount of bonds bid for.

Proposals should be enclosed in a sealed envelope marked on the outside "proposal for bonds of Union Free School District No. 1, Town of Wheatland, Monroe County, N. Y." and should be addressed to the undersigned District Clerk at Scottsville, New York.

Dated, September 21, 1926.

BOARD OF EDUCATION OF UNION FREE SCHOOL DISTRICT NO. 1

Town of Wheatland, Monroe County, N. Y.

By Louis E. Boutwell,

District Clerk.

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS.  
TOWN OF WHEATLAND )

LOUIS E. BOUTWELL, being duly sworn deposes and says that he is and has been at all times since October 1, 1925 duly elected, qualified and acting trustee of the Union Free School District No. 1, Town of Wheatland.

That he is and was at all the times hereinafter mentioned twenty-one years of age and upwards.

That heretofore and on the 23rd day of September, 1926 deponent conspicuously posted and fastened up notices of which the annexed is a copy, as follows:-

One on the front of the post office on Main Street in the Village of Scottsville;

One on a pole near Dunn Brothers Store on Main Street in the Village of Scottsville;

One on a tree in front of the school house on Brown Street in the Village of Scottsville;

One on a pole on Chili Road near the B. R. & P. Subway;

One on a pole at the corner of Caledonia Avenue and the Dam Road in the Village of Scottsville;

One on a pole near the B. R. & P. Railroad station;

One on a tree at the corner of Browns Avenue and Beckwith Avenue in the Village of Scottsville;

One on a tree at the corner of Rochester Street and Beckwith Avenue in the Village of Scottsville;

One on a tree at the corner of Rochester Street and Second Street in the Village of Scottsville;

One on a pole near the Pennsylvania R. R. Station, in the Village of Scottsville.

That the said ten places above mentioned and described are ten of the most public places within the said Union Free School District No. 1, Town of Wheatland.

Louis E. Boutwell

Sworn to before me this

27<sup>th</sup> day of September, 1926.

Geo. J. Shevington

Justice of the Peace.

State of New York  
MONROE COUNTY, } ss.  
CITY OF ROCHESTER.

NOTICE OF SALE OF \$206,000.00  
SCHOOL BONDS OF UNION FREE  
SCHOOL DISTRICT NO. ONE, TOWN  
OF WHEATLAND, MONROE  
COUNTY, NEW YORK.

Notice is hereby given, that the Board of Education of Union Free School District Number One of the Town of Wheatland, Monroe County, New York, will receive sealed proposals at the High School Building, in the Village of Scottsville, Town of Wheatland, Monroe County, New York, within said district, until 7:30 P. M. on the 6th day of October, 1926, for the purchase of \$206,000 par value of bonds of said district of the denomination of \$1,000 each numbered from one to two hundred six inclusive, bearing interest at the rate of not to exceed 5 per cent per annum, said interest to be payable semi-annually on the first days of June and December of each and every year. The said bonds are to be issued in coupon form, registerable at the option of the holder both as to principal and interest.

The said bonds are to mature as follows:

Dec. 1, 1930, \$ 1,000;	Dec. 1, 1931, \$ 1,000;
Dec. 1, 1932, \$ 1,000;	Dec. 1, 1933, \$ 1,000;
Dec. 1, 1934, \$ 1,000;	Dec. 1, 1935, \$ 1,000;
Dec. 1, 1936, \$ 2,000;	Dec. 1, 1937, \$ 2,000;
Dec. 1, 1938, \$ 2,000;	Dec. 1, 1939, \$ 2,000;
Dec. 1, 1940, \$ 3,000;	Dec. 1, 1941, \$ 3,000;
Dec. 1, 1942, \$ 3,000;	Dec. 1, 1943, \$ 3,000;
Dec. 1, 1944, \$ 4,000;	Dec. 1, 1945, \$ 4,000;
Dec. 1, 1946, \$ 4,000;	Dec. 1, 1947, \$ 5,000;
Dec. 1, 1948, \$ 5,000;	Dec. 1, 1949, \$ 5,000;
Dec. 1, 1950, \$ 6,000;	Dec. 1, 1951, \$ 6,000;
Dec. 1, 1952, \$ 7,000;	Dec. 1, 1953, \$ 7,000;
Dec. 1, 1954, \$ 7,000;	Dec. 1, 1955, \$ 8,000;
Dec. 1, 1956, \$ 9,000;	Dec. 1, 1957, \$ 9,000;
Dec. 1, 1958, \$ 9,000;	Dec. 1, 1959, \$10,000;
Dec. 1, 1960, \$11,000;	Dec. 1, 1961, \$11,000;
Dec. 1, 1962, \$12,000;	Dec. 1, 1963, \$13,000;
Dec. 1, 1964, \$13,000;	Dec. 1, 1965, \$15,000.

Both principal and interest shall be payable at Union Trust Company of Rochester or at the option of the holder at Bankers Trust Company of New York City.

Purchasers will be furnished with approving opinion of Messrs. Reed, Dougerty & Hoyt, attorneys of New York City.

The bonds cannot be sold for less than par and accrued interest.

The right is reserved to reject any or all bids.

Purchasers shall be required to produce with their bids in cash or certified check or by Bank Draft to the order of the said Board of Education 2 per cent of amount of bonds bid for.

Proposals should be enclosed in a sealed envelope marked on the outside "proposal for bonds of Union Free School District No. 1, Town of Wheatland, Monroe County, N. Y." and should be addressed to the undersigned District Clerk at Scottsville, New York.

Dated, September 21, 1926.  
BOARD OF EDUCATION OF UNION  
FREE SCHOOL DISTRICT NO. 1,  
Town of Wheatland, Monroe County, N. Y.  
By Louis E. Boutwell,  
District Clerk.

Macomber & Skivington, Attorneys for  
Board of Education, 511 Wilder  
Building, Rochester, N. Y.  
[Fri, Oct 1--1t)

*Edgar H. Stratton*, being duly sworn,  
says that he is *Manager*

of THE DAILY RECORD, a daily newspaper published in the City  
of Rochester, County and State aforesaid, and that the notice  
hereto annexed was published in said paper *once*  
to wit the *1st* day of *October*,

1926

~~*Edgar H. Stratton*~~

me this *1st* day of *October*, 1926

*Francis Bonn*

Commissioner of Deeds.

STATE OF NEW YORK  
COUNTY OF MONROE  
TOWN OF WHEATLAND

SS.

LOUIS E. BOUTWELL, being duly sworn,  
deposes and says he was and is now the duly appointed,  
qualified and acting Clerk of the Board of Education of  
Union Free School District No. 1, Town of Wheatland.

That the boundaries of the said Union  
Free School District No. 1, Town of Wheatland are not,  
and never have been coterminous with those of any incorporated  
Village or City.

Louis E. Boutwell

Sworn to before me this

8<sup>th</sup> day of October, 1926.

Geo. J. Sheeringa

Justice of the Peace.

STATE OF NEW YORK  
COUNTY OF MONROE  
TOWN OF WHEATLAND

SS.

LOUIS E. BOUTWELL, being duly sworn, deposes  
and says that he is and was on December 30, 1926, the duly  
appointed, qualified and acting Clerk of the Board of  
School District No. 1, Town of

**RESOLUTION No. ONE.**

hereto and made a part hereof is a  
the ballot used by the voters at  
sors of said District held within said  
house in the Village of Scottsville,  
on said 30th day of December,

Louis E. Boutwell

Sworn to before me this  
8<sup>th</sup> day of October, 1926.

Geo. J. Sheringford  
Justice of the Peace.

STATE OF NEW YORK  
COUNTY OF MONROE  
TOWN OF WHEATLAND

SS.

LOUIS E. BOUTWELL, being duly sworn, deposes and says that he is and was on December 30, 1925, the duly appointed, qualified and acting Clerk of the Board of Education of Union Free School District No. 1, Town of Wheatland.

That annexed hereto and made a part hereof is a true and correct copy of the ballot used by the voters at the meeting of the electors of said District held within said District at the School House in the Village of Scottsville, Monroe County, New York, on said 30th day of December, 1925.

Louis E. Boutwell

Sworn to before me this

8<sup>th</sup> day of October, 1926.

Geo. J. Sherington  
Justice of the Peace.



STATE OF NEW YORK, )  
COUNTY OF MONROE, ) SS.  
CITY OF ROCHESTER. )

LOUIS E. BOUTWELL being duly sworn, deposes and says that he is and was at all the times hereinafter mentioned, Clerk of the Board of Education of Union Free School District Number One, Town of Wheatland.

That on the 2nd day of December, 1925, and on the 30th day of December, 1925, when the two meetings of the voters of said District were held with reference to the proposed bond issue, that at that time the last proceeding assessed valuation of the District was the assessed valuation for the year 1925, to wit: the sum of \$1,211,300.

That at this time the last proceeding assessed valuation is the assessed valuation for the year 1926, and that said assessment as appears from the assessment roll of said School District is the sum of \$1,249,355.00.

That as deponent is informed and believes, the State Tax Department has not yet ascertained or fixed with reference to this last assessed valuation of the property within said District; ie., the 1926 assessment above mentioned the ratio which such assessed valuation bears to the actual or full valuation thereof.

That the present approximate population of the said District as deponent is informed and believes, is 1200.

Louis E. Boutwell

Sworn to before me this

<sup>8<sup>th</sup></sup> day of October, 1926.

Geo. J. Schirmer

Justice of the Peace.



ONE THOUSAND DOLLARS (\$1,000)

on the first day of December, 19 , with interest thereon from the date hereof at the rate of .0460 per centum (~~xxxx%~~) per annum, semi-annually on the first days of June and December in each year, upon presentation and surrender of the interest coupons hereto annexed, as they severally become due, or, if this bond be registered, to the registered holder, his legal representatives, successors or assigns. Both principal and interest of this bond are payable in gold coin of the United States of America of the present standard of weight and fineness at The Union Trust Company in Rochester, New York, or at the option of the holder, at the Bankers Trust Company in New York City.

At the request of the owner, this bond will be converted into a registered bond in accordance with the provisions of the General Municipal Law. If so converted, this bond will be transferrable only upon presentation to the District Clerk, with a written assignment duly acknowledged or proved, at which time the name of the assignee will be entered hereon and in the books kept for that purpose in the office of said District Clerk.

This bond is one of an issue of bonds of like date and tenor, except as to maturity, and is issued pursuant to the Education Law of New York and pursuant to the affirmative vote of a majority of the qualified voters of said District at meetings thereof held on December 30, 1925 and September 17, 1926.

It is hereby certified that all conditions, acts and things, required by the Constitution or statutes of the State of New York, to exist, be performed or happen precedent to or in the issuance of this bond, exist, have happened and have been performed, and that the issue of bonds of which this is one, together with all other indebtedness of said Board or District is within every debt and other limit prescribed by the Constitution or laws of the State of New York. The faith and credit of said Board and District are hereby irrevocably pledged to the punctual payment of the principal and interest of this bond according to its terms.

IN WITNESS WHEREOF, the said Board of Education of Union Free School District Number One of the Town of Wheatland has caused this bond to be signed by its President and District Clerk and the seal of said Board to be hereunto affixed, and the annexed coupons to bear the facsimile signature of said Clerk, and this bond to be dated October 1, 1926.

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
District Clerk.

(Form of Coupon)

No.

§

The Board of Education of Union Free School District Number One of the Town of Wheatland, New York, will pay to the bearer on the first day of , 19 ,

Dollars (§ ),

in gold coin of the United States of America at The Union Trust Company in Rochester, New York, or, at the option of the holder, at The Bankers Trust Company in New York City, being the semi-annual interest then due on its School Bond No. , dated October 1, 1926.

\_\_\_\_\_  
District Clerk.

(Form of Certificate on Back of Bond)

WE HEREBY CERTIFY that upon the presentation of the within bond with a written request by the owner thereof (hereinafter named) for its conversion into a registered bond, we have this day cut off and destroyed coupons attached thereto, numbered from to , inclusive, of the amount and value of Dollars (§ ) each, amounting in the aggregate to Dollars (§ ), and that the interest, at the rate of Four and sixty one-hundredths (.046%) per annum, payable semi-annually on the first days of June and December in each year, as was provided by the coupons, as well as the principal, is to be paid to Batchelder, Wack & Co. legal representatives, successors or assigns at The Union Trust Company in Rochester, New York, or, at the option of the holder, at The Bankers Trust Company in New York City, the place stated in the coupons. And the undersigned District Clerk hereby further certifies that said bond was this day registered in the name of said payee in the books kept in the office of the District Clerk.

IN WITNESS WHEREOF, we have hereunto set our hands, and the seal of said Board, this day of 19 .

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
District Clerk.

(No writing below except by the District Clerk)

<u>Date of Registration</u>	<u>Name of Registered Transferee</u>	<u>Registered by</u>
:	:	:
:	:	:
:	:	_____
:	:	District Clerk
:	:	_____
:	:	District Clerk

FURTHER RESOLVED, that the President of the Board of Education and the District Clerk are hereby authorized and directed to execute said bonds and that the District Treasurer is hereby authorized and directed to deliver said bonds to the purchasers, pursuant to the award made by the Board of Education, upon receiving the purchase price of said bonds.

A motion was thereupon made by Mr. Robert R. Wells, that bids received by the Clerk for the purchase of the proposed bonds be opened. The motion was duly seconded by Mr. Swain and having been put to a vote was unanimously carried. Whereupon the Clerk proceeded to open the sealed bids which were as follows:

<u>Name of Bidder</u>	<u>Rate of Int.</u>	<u>Amt. Bid</u>
Mfgr. & Traders Tr. Co.	Buffalo, N.Y. .0475	\$206,309.00
Sage, Wolcott & Steele	Rochester, N.Y..0470	206,366.68
Pulleyn & Co. 52 Bdwy	New York City .0460	206,370.80
Geo. B. Gibbons & Co.	New York City .0460	206,813.49
Batchelder, Wack & Co. 100 Broadway	New York City .0460	207,612.98

Motion made by Mr. Wells, seconded by Mr. Swain that the bid of Batchelder, Wack & Co. be accepted. The motion was put to a vote and all members voted - Yes.

Whereupon the President declared the bonds awarded

to

On motion duly made, seconded and unanimously carried, it was

RESOLVED that all certified checks be returned to the unsuccessful bidders.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED that the Clerk notify in writing Batchelder, Wack & Co. that the bonds had been awarded on their bid, and at the same time acknowledge receipt of their certified check in the sum of Four Thousand One Hundred twenty dollars as part of the purchase price of the bonds in accordance with their bid as submitted.

Upon motion duly made, seconded and unanimously carried-

RESOLVED that the bid of Batchelder, Wack & Co. the successful bidder for the entire issue of \$206,000 bonds of Union Free School District Number 1, Town of Wheatland, by spread upon the records of this meeting, and is as follows:

BATCHEDLER, WACK & CO.  
Investment Bonds  
100 Broadway,  
New York City

October 5, 1926.

Board of Education of U. F. S. D. No. 1  
High School Building,  
Village of Scottsville,  
Town of Wheatland,  
Monroe County, New York.

Gentlemen:

For all, but no part, of the \$206,000 TOWN OF WHEATLAND, New York, Union Free School District No. 1 bonds, said bonds to be coupon bonds, dated October 1, 1926, in denominations of \$1,000 each, bearing interest at the rate of four and sixty - one hundredths per centum (4.60%) per annum, payable semi-annually on the first days of June and December in each year, and maturing \$1,000 on December 1, in each of the years 1930 to 1935 both inclusive, \$2000 on December 1, in each of the years 1936 to 1939 both inclusive, \$3,000 on December 1, in each of the years 1940 to 1943 both inclusive, \$4,000 on December 1, in each of the years 1944 to 1946 both inclusive, \$5,000 on December 1, in each of the years 1947 to 1949 both inclusive, \$6,000 on December 1, in each of the years 1950 and 1951, \$7,000 on December 1, in each of the years 1952 to 1954 both inclusive, \$8,000 on December 1, 1955, \$9000 on December 1, in each of the years 1956 to 1958 both inclusive, \$10,000 on December 1, 1959, \$11,000 on December 1, 1960 and 1961, \$12,000 on

December 1, 1962, \$13,000 on December 1 in each of the years 1963 to 1964, and \$15,000 on December 1, 1965, we will pay a price of 100.783 for each One Hundred Dollars par value of bonds, and in addition thereto accrued interest to date of delivery.

Said bonds are to be legally and regularly issued binding obligations on all the taxable property in the Town of Wheatland, New York, Union Free School District No. 1, and it is our understanding that you will furnish us, free of cost, with the approving opinion of Messrs. Reed, Dougherty, Hoyt & Washburn, Attorneys, New York City, to this effect in the event we are awarded the bonds.


In accordance with the requirements of sale and as an evidence of good faith, we enclose herewith certified check of \$4,120 payable to the order of the Board of Education of Union Free School District Number One, which is to be returned immediately in the event we are not the successful bidder, otherwise, it is to be retained and when the bonds are delivered, it is to be considered as an advance part payment therefor, or to be retained as and for liquidated damages in case we fail to take up and pay for the bonds under the terms of this bid.

Respectfully submitted,

Batchelder, Wack & Co.

By W. G. BOND

Thereupon on motion duly made, seconded and unanimously carried, the meeting adjourned.

  
*Louis E. Boutwell*  
Clerk

STATE OF NEW YORK  
COUNTY OF MONROE           SS.  
TOWN OF WHEATLAND

LOUIS E. BOUTWELL, being duly sworn, deposes and says that he is and was on October 6, 1926, the duly appointed, qualified and acting Clerk of the Board of Education of Union Free School District No. 1.

That deponent attended the Meeting of the Board of Education of said District held on that day at the School house in the Village of Scottsville, Monroe County, New York, within the district, and that the foregoing is a true and correct copy of the minutes of said meeting and of the whole thereof; and that deponent has compared the same with the original minutes thereof and knows that the same is a true and correct copy thereof.

That deponent has compared the foregoing copy contained in said minutes of the bid of Batchelder, Wack & Co., the successful bidder for the bonds, with the original bid thereof

which is spread upon the minutes of said meeting and the Minute Book of said District in deponent's possession, and of which same is a true and correct copy thereof and of the whole thereof.

Louis E. Boutwell

Sworn to before me this  
7th day of October, 1926.

Geo. J. Sheringford  
Justice of the Peace.



STATE OF NEW YORK }  
COUNTY OF MONROE } SS.  
TOWN OF WHEATLAND }

GOODARD J. FRIEDELLE being duly sworn deposes and says that he is and has been at all times during the year 1925 and down to the date hereof, the duly appointed, qualified and acting Treasurer of Union Free School District, Number One, Town of Wheatland.

That the said Union Free School District Number One, Town of Wheatland, now has no bonded debt other than the proposed \$206,000 bond issue now in process of issue and sale, and that the said District during all of the times since January 1, 1925 has had no bonded indebtedness except this proposed bond issue.

Goodard J. Friedelle

Sworn to before me this  
8<sup>th</sup> day of October, 1926.

Leo J. Boeringhaus  
Justice of the Peace.

STATE OF NEW YORK )  
MONROE COUNTY CLERK'S OFFICE ) SS  
ROCHESTER, N.Y. )



I, JAMES L. HOTCHKISS, Clerk of the County of Monroe, of the County Court of said County, and of the Supreme Court, both being Courts of Record, having a common seal, DO CERTIFY, that GEORGE J. SKIVINGTON, Esq., before whom the foregoing declarations or affidavits were made, was, at the time of taking the same, a Justice of the Peace, in and for said County of Monroe, duly authorized to take the same; that I am well acquainted with his handwriting and verily believe that the signature to said Certificates is his genuine signature, and that an impression of the seal of such officer is not required by law to be filed in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said County and Courts, this 11<sup>th</sup> day of October, A. D. 1926.

*James L. Hotchkiss*  
Clerk.

STATE OF NEW YORK )  
MONROE COUNTY CLERK'S OFFICE ) SS.  
ROCHESTER, N.Y. )




I, JAMES L. HOTCHKISS, Clerk of the County of Monroe, of the County Court of said County, and of the Supreme Court, both being Courts of Record, having a common seal, DO CERTIFY, that ISAAC W. SALYARDS, Esq., before whom the foregoing declarations or affidavits were made, was, at the time of taking the same, a Justice of the Peace, in and for said County of Monroe, duly authorized to take the same; that I am well acquainted with his handwriting and verily believe that the signature to said Certificates is his genuine signature, and that an impression of the seal of such officer is not required by law to be filed in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said County and Courts, this 11<sup>th</sup> day of October, A. D., 1926.

*James L. Hotchkiss*  
Clerk.

STATE OF NEW YORK )  
MONROE COUNTY CLERK'S OFFICE ( SS.  
ROCHESTER, N.Y. )



I, JAMES L. HOTCHKISS, Clerk of the County of Monroe, of the County Court of said County, and of the Supreme Court, both being Courts of Record, having a common seal, DO CERTIFY, that JOHN H. KEYES, Esq., before whom the foregoing declarations or affidavits were made, was, at the time of taking the same, a Notary Public, in and for said County of Monroe, duly authorized to take the same; that I am well acquainted with his handwriting, and verily believe that the signatures to said Certificates is his genuine signature, and that an impression of the seal of such officer is not required by law to be filed in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said County and Courts, this 11<sup>th</sup> day of October A. D. 1926.

James L. Hotchkiss  
Clerk.

CERTIFICATE OF NO LITIGATION

I HEREBY CERTIFY that I am the duly appointed and acting Attorney for the municipality hereinafter described; that there is no litigation pending or threatened restraining or enjoining the issuance of the following obligations of said municipality, viz.:-

\$206,000 School Bonds of Union Free School District No. 1 of the Town of Wheatland, New York, dated October 1, 1926, authorized to be issued pursuant to resolutions adopted by the Board of Trustees of Union Free School District No. 1 of the Town of Wheatland on September 21, 1926;

that there is no litigation pending or threatened restraining or enjoining the levy or collection of taxes to pay the interest or principal of said obligations, or in any manner questioning the authority or proceedings for the issuance of said obligations or for the improvements or purposes for which the obligations are authorized, or the validity of any assessment levied or to be levied upon property specially benefited by such improvements or purposes, or the levy or collection of said taxes, or contesting the corporate existence or boundaries of said municipality, or the title of any of the present officers thereof to their respective offices.

I FURTHER CERTIFY that I have examined the proceedings relating to the issuance of said obligations and in my opinion said obligations will, when executed, delivered and paid for, be binding and legal obligations of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand, this  
27th day of October, 1926.

MACOMBER & SKIVINGTON

By George F. Skivington  
Attorneys for Union Free  
School District No. 1, Town of  
Wheatland.

Scottsville, New York.

September 28<sup>th</sup> 1926.

To the Board of Trustees.

of the Village of Scottsville, N.Y.

Gentlemen:-

We, the undersigned, the owners of the land hereinafter mentioned and described, do hereby agree to dedicate and transfer to the Village of Scottsville, N.Y. the said land which is more particularly described as follows:

Parcel No. 1.

ALL THAT TRACT OR PARCEL OF LAND, located in the Village of Scottsville, Town of Wheatland, County of Monroe and State of New York, described as follows:

Beginning at a point in the Center Line of Beckwith Avenue, said point being N. 83° 07' 20" W. 791.58 feet along said Center Line from its intersection with the Center Line of Rochester Street, thence S. 6° 52' 40" W. 471.94 feet; thence S. 19° 15' W. 120.57 feet to the southerly boundary line of said Ebsary's land; thence along said boundary line N. 87° 05" W. 62.52 feet; thence N. 19° 15' E. 131.65 feet; thence N. 6° 52' 40" E. 465.44 feet to the Beckwith Avenue; thence S. 83° 07' 20" E. 60.00 feet to the point of beginning; thence intending to convey a strip of land 60.00 feet wide running from the Center Line of Beckwith Avenue to the present northerly end of Oatka Place.

Excepting, however, from the above described parcel so much of the street known as Beckwith Avenue as appears to be conveyed thereby.

Parcel No. 2.

ALL THAT OTHER TRACT OR PARCEL OF LAND, located in the Village of Scottsville, Town of Wheatland, County of Monroe and State of New York, described as follows:

Being a strip 50.00 feet wide extending easterly from Brown's Ave. to the first above described parcel and bounded and described as follows:- Beginning at a point in the Center Line of Brown's Ave. said point being S. 3° 10' 30" W. 403.64 feet along said Center Line from its intersection with the Center Line of Beckwith Street; thence S. 85° 11' E. 535.09 feet to a point in the Center Line of Oatka Street, said point being 383.57 feet along said Center Line of Oatka Street from the Center Line of Beckwith Street; thence along said Center Line of Oatka Street S. 6° 52' 40" W. 50.03 feet; thence

thence N.  $85^{\circ} 11'$  W. 531.86 feet to the Center Line of Brown's Ave.; thence along said Center Line of Brown's Ave. N.  $3^{\circ} 10' 30''$  E. 20.02 feet to the point of beginning.

Excepting, however, from the last above described parcel of land so much of the street known as Brown's Ave. as appears to be conveyed thereby.

We agree to transfer and convey these two parcels of land to the Village of Scottsville for street purposes, and to transfer and convey the same free and clear of liens and encumbrances and without any consideration except the mutual benefit to be derived therefrom, and we do further agree that the said streets shall be known and designated by such names as the Board of Trustees of the said village may resolve upon.

Yours &c.

Dredrick G. Heary  
Margaret E. E. Heary

---

FREDERICK G. EBSARY

To

VILLAGE OF SCOTTSVILLE.

---

OFFER TO DEDICATE PROPERTY  
FOR STREET PURPOSES.

---

MACOMBER & SKIVINGTON  
ATTORNEYS AND COUNSELORS AT LAW  
315-318 EXCHANGE PLACE BUILDING  
ROCHESTER, N. Y.

Scottsville, New York.

September 1926.

To the Board of Trustees.

of the Village of Scottsville, N.Y.

Gentlemen:-

We, the undersigned, the owners of the land hereinafter mentioned and described, do hereby agree to dedicate and transfer to the Village of Scottsville, N.Y. the said land which is more particularly described as follows:

Parcel No. 1.

ALL THAT TRACT OR PARCEL OF LAND, located in the Village of Scottsville, Town of Wheatland, County of Monroe and State of New York, described as follows:

Beginning at a point in the Center Line of Beckwith Avenue, said point being N.  $83^{\circ} 07' 20''$  W. 791.58 feet along said Center Line from its intersection with the Center Line of Rochester Street, thence S.  $6^{\circ} 52' 40''$  W. 471.94 feet; thence S.  $19^{\circ} 15'$  W. 120.57 feet to the southerly boundary line of said Ebsary's land; thence along said boundary line N.  $87^{\circ} 05'$  W. 62.52 feet; thence N.  $19^{\circ} 15'$  E. 131.65 feet; thence N.  $6^{\circ} 52' 40''$  E. 465.44 feet to the said Center Line of Beckwith Avenue; thence S.  $83^{\circ} 07' 20''$  E. 60.00 feet to the point of beginning; thence intending to convey a strip of land 60.00 feet wide running from the Center Line of Beckwith Avenue to the present northerly end of Oatka Place.

Excepting, however, from the above described parcel so much of the street known as Beckwith Avenue as appears to be conveyed thereby.

Parcel No. 2.

ALL THAT OTHER TRACT OR PARCEL OF LAND, located in the Village of Scottsville, Town of Wheatland, County of Monroe and State of New York, described as follows:

Being a strip 50.00 feet wide extending easterly from Brown's Ave. to the first above described parcel and bounded and described as follows:- Beginning at a point in the Center Line of Brown's Ave. said point being S.  $3^{\circ} 10' 30''$  W. 403.64 feet along said Center Line from its intersection with the Center Line of Beckwith Street; thence S.  $85^{\circ} 11'$  E. 535.09 feet to a point in the Center Line of Oatka Street, said point being 383.57 feet along said Center Line of Oatka Street from the Center Line of Beckwith Street; thence along said Center Line of Oatka Street S.  $6^{\circ} 52' 40''$  W. 50.03 feet; thence



thence N. 85° 11' W. 531.86 feet to the Center Line of Brown's Ave.; thence along said Center Line of Brown's Ave. N. 3° 10' 30" E. 20.02 feet to the point of beginning.

Excepting, however, from the last above described parcel of land so much of the street known as Brown's Ave. as appears to be conveyed thereby.

We agree to transfer and convey these two parcels of land to the Village of Scottsville for street purposes, and to transfer and convey the same free and clear of liens and encumbrances and without any consideration except the mutual benefit to be derived therefrom, and we do further agree that the said streets shall be known and designated by such names as the Board of Trustees of the said village may resolve upon.

Yours &c.

Fredrick G. Hoary

Margaret E. Hoary

-----  
FREDERICK G. EBARY

To

VILLAGE OF SCOTTSVILLE.

-----  
OFFER TO DEDICATE PROPERTY  
FOR STREET PURPOSES.  
-----

MACOMBER & SKIVINGTON  
ATTORNEYS AND COUNSELORS AT LAW  
315-318 EXCHANGE PLACE BUILDING  
ROCHESTER, N. Y.

Scottsville, New York.

September 28<sup>th</sup> 1926.

To the Board of Trustees.

of the Village of Scottsville, N.Y.

Gentlemen:-

We, the undersigned, the owners of the land hereinafter mentioned and described, do hereby agree to dedicate and transfer to the Village of Scottsville, N.Y. the said land which is more particularly described as follows:

Parcel No. 1.

ALL THAT TRACT OR PARCEL OF LAND, located in the Village of Scottsville, Town of Wheatland, County of Monroe and State of New York, described as follows:

Beginning at a point in the Center Line of Beckwith Avenue, said point being N. 83° 07' 20" W. 791.58 feet along said Center Line from its intersection with the Center Line of Rochester Street, thence S. 6° 52' 40" W. 471.94 feet; thence S. 19° 15' W. 120.57 feet to the southerly boundary line of said Ebsary's land; thence along said boundary line N. 87° 05' W. 62.52 feet; thence N. 19° 15' E. 131.65 feet; thence N. 6° 52' 40" E. 465.44 feet to the said Center Line of Beckwith Avenue; thence S. 83° 07' 20" E. 60.00 feet to the point of beginning; thence intending to convey a strip of land 60.00 feet wide running from the Center Line of Beckwith Avenue to the present northerly end of Oatka Place.

Excepting, however, from the above described parcel so much of the street known as Beckwith Avenue as appears to be conveyed thereby.

Parcel No. 2.

ALL THAT OTHER TRACT OR PARCEL OF LAND, located in the Village of Scottsville, Town of Wheatland, County of Monroe and State of New York, described as follows:

Being a strip 50.00 feet wide extending easterly from Brown's Ave. to the first above described parcel and bounded and described as follows:- Beginning at a point in the Center Line of Brown's Ave. said point being S. 3° 10' 30" W. 403.64 feet along said Center Line from its intersection with the Center Line of Beckwith Street; thence S. 85° 11' E. 535.09 feet to a point in the Center Line of Oatka Street, said point being 383.57 feet along said Center Line of Oatka Street from the Center Line of Beckwith Street; thence along said Center Line of Oatka Street S. 6° 52' 40" W. 50.03 feet; thence

thence N. 85° 11' W. 531.86 feet to the Center Line of Brown's Ave.; thence along said Center Line of Brown's Ave. N. 3° 10' 30" E. 20.02 feet to the point of beginning.

Excepting, however, from the last above described parcel of land so much of the street known as Brown's Ave. as appears to be conveyed thereby.

We agree to transfer and convey these two parcels of land to the Village of Scottsville for street purposes, and to transfer and convey the same free and clear of liens and encumbrances and without any consideration except the mutual benefit to be derived therefrom, and we do further agree that the said streets shall be known and designated by such names as the Board of Trustees of the said village may resolve upon.

Yours &c.

*Fredrick G. Shary*

*Margaret E. Shary*

---

FREDERICK G. EBSARY

To

VILLAGE OF SCOTTSVILLE

---

OFFER TO DEDICATE PROPERTY  
FOR STREET PRUPOSES.

---

MACOMBER & SKIVINGTON  
ATTORNEYS AND COUNSELORS AT LAW  
315-318 EXCHANGE PLACE BUILDING  
ROCHESTER, N. Y.

STATE OF NEW YORK \*  
COUNTY OF MONROE \* SS.  
TOWN OF WHEATLAND \*

I, EUGENE T. SWAIN, Village Clerk of the Village of Scottsville, New York, do hereby certify pursuant to Section 144 of the Village Law of the State of New York, that on the 28<sup>th</sup> day of September, 1926, at a meeting of the Board of Trustees of said Village, held within said Village, the annexed offer in writing by Frederick G. Ebsary and Margaret E. Ebsary, his wife, was made to dedicate and convey to the said Village of Scottsville the following described premises, to wit:-

PARCEL NO. 1.

ALL THAT TRACT OR PARCEL OF LAND, located in the Village of Scottsville, Town of Wheatland, County of Monroe and State of New York, described as follows:-

Beginning at a point in the Center Line of Beckwith Avenue, said point being N. 83°, 07', 20" W. 791.58 feet along said Center Line from its intersection with the Center Line of Rochester Street, thence S. 6°, 52', 40" W. 471.94 feet; thence S. 19°, 15' W. 120.57 feet to the southerly boundary line of said Ebsary's land; thence along said boundary line N. 87°, 05', W. 62.52 feet; thence N. 19°, 15', E. 131.65 feet; thence N. 6°, 52'40" E. 465.44 feet to the said Center Line of Beckwith Avenue; thence S. 83°, 07', 20" E. 60.00 feet to the point of beginning; thence intending to convey a strip of land 60.00 feet wide running from the center line of Beckwith Avenue to the present northerly end of Oatka Place.

Excepting, however, from the above described parcel so much of the street known as Beckwith Avenue as appears to be conveyed thereby.

PARCEL NO. 2

ALL THAT OTHER TRACT OR PARCEL OF LAND, located in the Village of Scottsville, Town of Wheatland, County of Monroe and State of New York, described as follows:-

Being a strip 50.00 feet wide extending easterly from Brown's Avenue to the first above described parcel and bounded and described as follows:- Beginning at a point in the Center Line of Brown's Avenue, said point being S. 3°, 10', 30" W. 403.64 feet along said Center Line from its intersection with the Center line of Beckwith Street; thence S. 85°, 11' E. 535.09 feet to a point in the Center Line of Oatka Street, said point being 383.57 feet along said Center Line of Oatka Street from the Center Line of Beckwith Street; thence along said Center line of Oatka Street S. 6°, 52' 40" W. 50.03 feet; thence N. 85°, 11' W. 531.86 feet to the Center Line of Brown's Ave.; thence along said Center Line of Brown's Ave. N. 3°, 10' 30" E. 20.02 feet to the point of beginning.

Excepting, however, from the last above described parcel

of land so much of the Street known as Brown's Avenue as appears to be conveyed thereby.

And I do further certify that at the said meeting a resolution was unanimously adopted as follows:-

WHEREAS, Frederick G. Ebsary and Margaret E. Ebsary, his wife, of the Village of Scottsville, Monroe County, New York, have presented to this Board an offer in writing under date of September 28, 1926, in and by which the said Frederick G. Ebsary and Margaret E. Ebsary, his wife, offer to dedicate certain real property more particularly described in said offer for Street purposes,

WHEREAS, the Village of Scottsville desires to acquire and own said property for Street purposes,

On motion duly made, seconded and unanimously carried

RESOLVED, That the said offer be entered at length in the minutes of this meeting, and that the same be and it hereby is accepted in whole and that the said Village of Scottsville accept the conveyance of said Streets as in said offer provided,

And further

RESOLVED that the said Street, Parcel One in said offer described, be hereafter known as Oatka Place and that the said property described in Parcel 2 in said offer be hereafter known as

And I do further Certify that at the said meeting of the Board of Trustees of said Village held as aforesaid on the 28<sup>th</sup> day of September, 1926 a deed of said property properly executed and acknowledged by said Frederick G. Ebsary and Margaret E. Ebsary, his wife, dated the 28th day of September, 1926 was presented to said meeting and a resolution was thereupon unanimously passed as follows:-

RESOLVED, that the conveyance by Frederick G. Ebsary and Margaret E. Ebsary, his wife, to the Village of Scottsville dated September 28th, 1926 and duly acknowledged, conveying to the said Village two Streets as therein described, one being the extension of Oatka Place and the other being a Street from Brown's Avenue running to the extension of said Oatka Place, be and the same hereby is accepted and the said deed be and the same hereby is ordered recorded in Monroe County Clerk's Office together with certified copy of this resolution adopted with reference to the offer of said Frederick G. Ebsary and Margaret E. Ebsary, his wife, to convey said premises to the Village of Scottsville, and that this resolution be spread upon the records of this meeting.

And I do further Certify that I have compared the foregoing resolution with the records in the minute book kept by me and that the same are true and correct copies thereof.

Dated, Scottsville, N.Y., September 28, 1926.

  
VILLAGE CLERK

-----  
FREDERICK G. EBSARY and  
wife

To

VILLAGE OF SCOTTSVILLE

-----  
Certified Copy of Resolution  
Re Dedication of two pieces  
of Property for Street Purposes.  
-----

*Orig. Received  
Oct. 14, 1926.*

MACOMBER & SKIVINGTON  
ATTORNEYS AND COUNSELORS AT LAW  
315-318 EXCHANGE PLACE BUILDING  
ROCHESTER, N. Y.



KNOW ALL MEN BY THESE PRESENTS, that we, F. A. MOTT ELECTRIC COMPANY, INC., of Rochester, New York - - -

(hereinafter called the Principal), as principal, and the NATIONAL SURETY COMPANY, a corporation under the Laws of the State of New York, with its principal place of business at #115 Broadway, New York City, New York (hereinafter called the Company), as surety, are held and firmly bound unto BOARD OF EDUCATION OF UNION FREE SCHOOL DISTRICT NO. 1, TOWN OF WHEATLAND, MONROE COUNTY, SCOTTSVILLE, NEW YORK,

in the penal sum of SIX THOUSAND ONE HUNDRED NINETY-FOUR AND 00/100 DOLLARS (\$6,194.00) - - - (which sum is hereby agreed to be the maximum liability hereunder), lawful money of the United States of America, well and truly to be paid, and for the payment of which we and each of us hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Dated this 30th day of September, 1926.

WHEREAS, said principal has entered into a certain contract in writing, bearing date September 21, 1926 with the said obligee covering Electrical Work on High School Building at Scottsville, New York - - -

- - - a copy of which is or may be attached hereto, and is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the said F. A. MOTT ELECTRIC COMPANY, INC., - its successors or assigns or either of them, shall faithfully and completely perform said contract and each and every provision thereof, then this obligation to be void, otherwise to remain in full force and effect. The said surety hereby stipulates and agrees that any change, extension, alteration or revision of the terms of said contract or of the prices, plans and specifications accompanying the same shall in no way affect the obligation on this bond.

F. A. Mott Electric Co. Inc. (Seal)

Corva E. Stump Secy

NATIONAL SURETY COMPANY,

By H. Douglass Van Duser  
Resident Vice President

ATTEST C. L. Bradt  
Resident Assistant Secretary (Seal)

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:  
CITY OF ROCHESTER )

On this 1<sup>st</sup> day of October 1926, before  
me personally came Corra E. Stump to me known,  
and who, being by me duly sworn, did depose and say: That  
She resides in Rochester N.Y.; that She is the  
Secretary of F. A. Mott Electric Co. Inc., the corporation  
described in and which executed the foregoing instrument;  
that he knows the seal of the said corporation; that the  
seal affixed to the said instrument is such corporate seal;  
that it was so affixed by order of the Board of Directors  
of the said corporation, and that he signed his name to the  
said instrument by like order.

Frank J. Calvo  
Cornelius Needs

STATE OF NEW YORK  
COUNTY OF MONROE  
CITY OF ROCHESTER

} ss:

On this 30th day of September 1926, before me personally

appeared H. Douglass Van Duser  
Resident Vice-President of the NATIONAL SURETY COMPANY with whom I am personally acquainted, who, being by me duly sworn, says that he resides in the County of Monroe ~~New York~~ that he is the Resident Vice-President of the NATIONAL SURETY COMPANY, the corporation described in and which executed the within instrument; that he knows the corporate seal of said Company; that the seal affixed to the within instrument is such corporate seal; that it was affixed by order of the Board of Directors of said Company, and that he signed said instrument as Resident Vice-President of said Company

by like order. And said H. Douglass Van Duser

further said that he is acquainted with C. L. Bradt and knows <sup>her</sup> ~~him~~ to be the

Resident Assistant Secretary of said Company; that the signature of the said C. L. Bradt

subscribed to the said instrument is in the genuine handwriting of the said C. L. Bradt

and that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 33 of the Laws of the State of New York for the year 1909 constituting Chapter 28 of the Consolidated Laws of the State of New York known as the Insurance Law, as amended by Chapter 182 of the Laws of the State of New York for the year 1913, issued to the National Surety Company his certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that such certificate has not been revoked.

G. T. Amsden  
Notary Public

**COPY OF BY-LAW.**

BE IT REMEMBERED: That at a special meeting of the Board of Directors of the NATIONAL SURETY COMPANY, duly called and held on the third day of October, 1922, a quorum being present, the following By-Law was adopted:

ARTICLE XIII.

EXECUTION OF BONDS AND UNDERTAKINGS.

SECTION 1. *Signatures Required.*—All bonds, recognizances, or contracts of indemnity, policies of insurance, and all other writings obligatory in the nature thereof, shall be signed by the Chairman, Vice-Chairman, President, a Vice-President, a Resident Vice-President, or Attorney-in-Fact and shall have the seal of the Company affixed thereto, duly attested by the Secretary, and Assistant Secretary or Resident Assistant Secretary. All Vice-Presidents and Resident Vice-Presidents shall each have authority to sign such instruments, whether the President be absent or incapacitated, or not, and the Assistant Secretaries and Resident Assistant Secretaries shall each have authority to seal and attest such instruments, whether the Secretary be absent or incapacitated, or not; and the Attorneys-in-Fact shall each have authority, in the discretion of such Attorneys-in-Fact, to affix to such instruments an impression of the Company's seal whether the Secretary be absent or incapacitated, or not, or to attach the individual seal of the Attorney-in-Fact thereto, or to use the scroll of the Attorney-in-Fact, or a wafer, wax, or other similar adhesive substance affixed thereto, or a seal of paper or other similar substance affixed thereto by mucilage or other adhesive substance, or use the word "SEAL" or the letters "L. S." opposite the signature of such Attorneys-in-Fact, as the case may be.

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

I, M. E. Murray, Resident Assistant Secretary of the NATIONAL SURETY COMPANY, have compared the foregoing By-Laws with the original thereof, as recorded in the Minute Book of said Company, and do certify that the same is a correct and true transcript therefrom, and of the whole of Article XIII, Section 1 of said original By-Law.

Given under my hand and seal of the Company, in the  
County of New York this 30th  
day of September, 1926  
M. E. Murray  
Resident Assistant Secretary.

# National Surety Company

New York,

Financial Statement, December 31st, 1925

E. A. ST. JOHN, President

HUBERT J. HEWITT, Secretary

## Assets.

Stocks and Bonds at Market.....	\$28,078,369.19
Cash .....	1,124,300.47
Real Estate and Mortgages.....	75,096.53
Unpaid Premiums (less than 90 days old).....	3,342,756.86
Accounts Receivable and Accrued Interest.....	2,615,251.60
Total.....	\$35,235,774.65

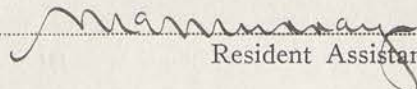
## Liabilities

Reserve for Unearned Premiums.....	\$10,596,876.81
"    "    Contingent Claims (Less Reinsurance).....	6,367,201.37
"    "    Taxes and Commissions (Not Due).....	960,642.41
"    "    Reinsurance in Companies not entered for business in New York State.....	212,943.35
Accounts Payable (Not Due).....	998,454.61
Dividend Declared (Payable Jan. 2, 1926).....	225,000.00
CAPITAL STOCK.....	10,000,000.00
SURPLUS .....	5,874,656.10
Total.....	\$35,235,774.65

STATE OF NEW YORK,            }  
 COUNTY OF NEW YORK,        } ss.:

M. E. Murray, being duly sworn, says: That he is Resident Assistant Secretary of the NATIONAL SURETY COMPANY, that said Company is a Corporation duly organized existing and engaged in business as a Surety by virtue of the Laws of the State of New York, and has duly complied with all the requirements of the Laws of said State and of the Laws of the State of New York applicable to said Company, and is duly qualified to act as Surety under such Laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of August 13, 1894, entitled, "An Act Relative to Recognizances, Stipulations, Bonds and Undertakings, and to Allow Certain Corporations to be Accepted as Surety Thereon," as amended by the Act of Congress of March 23, 1910. That the foregoing is a full, true and correct statement of the financial condition of said Company on the 31st day of December, 1925.

Sworn to before me this 20th day of August, 1926.

  
 Resident Assistant Secretary.

Notary Public.

Notary Public For Kings County No. 334  
 Certificate filed in New York County No. 888  
 License: Co. 1-0. Cl. Queens Co. No. 1037,  
 Richmond & Westchester Counties  
 Kings County Register's Office No. 8378  
 New York County Register's Office No. 8648  
 Brox County Register's Office No. 8800  
 M. Commission Expires M. M. 31st day of August 1930.

## Board of Directors.

FREDERIC W. ALLEN  
Lee Higginson & Co.  
New York.

ALBERT B. ASHFORTH  
Albert B. Ashforth, Inc.  
New York.

WILLIAM D. BALDWIN  
Chairman of the Board of Directors  
Otis Elevator Company  
New York.

LEADING BERTRON  
Bertron, Griscom & Co.  
New York.

N. F. BRADY  
New York.

FRANKLIN Q. BROWN  
Redmond & Co.  
New York.

LOUIS R. CHENEY  
Hartford, Conn.

E. H. CLARK  
Manager Hearst Estate  
New York.

GEO. B. CORTELYOU  
President Consolidated Gas Co.  
New York.

FREDERIC R. COUDERT  
Coudert Bros.  
New York.

E. L. DOHENY  
Chairman, Mexican Petroleum  
Co.  
New York.

T. COLEMAN duPONT  
Capitalist  
Wilmington, Del.

HOWARD ELLIOT  
Pres. Northern Pacific R. R.  
New York.

HALEY FISKE  
President Metropolitan Life  
Insurance Co.  
New York.

P. A. S. FRANKLIN  
President International Mer-  
cantile Marine Co.  
New York.

ROBERT GOELET  
New York.

W. AVERELL HARRIMAN  
39 Broadway, New York.

CHARLES HAYDEN  
Hayden, Stone & Co.  
Boston and New York

PARMELY HERRICK  
Cleveland, O.

ANTON G. HODENPYL  
Hodenpyl, Hardy & Co.  
New York.

JOHN M. HOLCOMBE  
Pres. Phoenix Mutual Life Ins. Co.  
Hartford, Conn.

HENRY E. HUNTINGTON  
New York and Los Angeles.

ROBERT I. JENKS  
Berwind White Coal Co.  
New York.

WM. B. JOYCE  
Man of the Company  
and Beverly Hills, Cal.

COLONEL FRANK B. KEECH  
F. B. Keech & Co.  
New York.

W. S. KINNEAR  
New York.

ALANSON P. LATHROP  
President American Light &  
Traction Co.  
New York.

A. W. LOASBY  
Vice President, Equitable Trust  
Co.  
New York.

JOHN C. McCALL  
Vice President New York Life  
Insurance Co.  
New York.

GEN. SAMUEL McROBERTS  
President Metropolitan  
Trust Company  
New York.

SIDNEY Z. MITCHELL  
President Elec. Bond & Share Co.  
New York.

FRANK A. MUNSEY  
President Frank A. Munsey Co.  
New York.

LEE A. PHILLIPS  
Vice President and Treasurer,  
Pacific Mutual Life Ins. Co.  
Los Angeles

H. HOBART PORTER  
Sanderson & Porter  
New York.

FRANK PRESBREY  
President The Frank Presbrey Co.  
New York.

JOEL RATHBONE  
Vice Chairman of the Company  
New York.

P. A. ROCKEFELLER  
New York.

W. T. ROSEN  
Ladenburg, Thalmann & Co.  
New York.

CHARLES H. SABIN  
Chairman of the Board of the  
Guaranty Trust Company  
New York.

EDWIN S. SCHENCK  
First Vice President  
Chemical National Bank  
New York.

C. B. SEGER  
President, United States  
Rubber Company  
New York.

SAMUEL SLOAN  
Vice President, Farmers Loan &  
Trust Co.  
New York.

COL. CLARENCE F. SMITH  
Managing Director in the  
Company for the Dominion of  
Canada, Montreal, Can.

JOHN A. SPOOR  
President Chicago Junction Ry.  
Chicago, Ill.

E. A. ST. JOHN  
President of the Company  
New York.

F. deC. SULLIVAN  
Capitalist  
New York.

W. A. TUCKER  
Tucker Anthony & Co.  
Boston and New York

DALLETT H. WILSON  
Attorney-at-Law  
Bethlehem, Pa.

COPY

# BOND

GIVEN BY

F. A. MOTT ELECTRIC CO., INC.

IN FAVOR OF

BOARD OF EDUCATION OF UNION FREE  
SCHOOL DISTRICT NO. 1, TOWN OF  
WHEATLAND, MONROE COUNTY,  
SCOTTSVILLE, NEW YORK



NATIONAL SURETY COMPANY

Home Office: 115 Broadway

Approved as to form and sufficiency

*Lee J. Stearns*  
*Atty for Board of Education*  
*Union Free School Dist.*  
*No. 1, Town of Wheatland.*

Form 46 10M 2-25 Made in U. S. A.

C O N T R A C T

\*\*\*\*\*

THIS AGREEMENT made this 21<sup>st</sup> day of September, 1926 by and between F. A. MOTT ELECTRIC CO., a domestic corporation with its office and principal place of business in the City of Rochester, Monroe County, New York, party of the first part, hereinafter called the Contractor, and BOARD OF EDUCATION of Union Free School District No. One, Town of Wheatland, Monroe County, New York, party of the Second part,

W I T N E S S E T H:-

WHEREAS, the party of the second part has heretofore advertised for proposals for certain of the construction work in connection with its new proposed High School Building to be erected in the Village of Scottsville, Monroe County, New York, and

WHEREAS, the said party of the first part has rendered a satisfactory bid for certain of said work, and

WHEREAS, said bid was based upon plans and specifications prepared by Carl C. Ade, Architect, dated August 23, 1926 the party of the first part having been furnished with and now having a true and correct copy of said plans and specifications, and is thoroughly familiar with the same.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:-

The said party of the first part agrees to furnish all labor and all materials required for the installation of all electric work including Alternates #1-International Program Clock System, #2 Stromberg Telephone System, #3- Outside telephone service, #4- Picture booth phone, for the sum of Six thousand One Hundred Ninety-four (\$6,194.00) Dollars. All labor and materials to be according to the said plans and

specifications and all as therein provided and set forth.

It is understood and agreed that the instructions to bidders heretofore furnished by the party of the second part, the said plans and specifications above mentioned and described and the bidding sheet of the party of the first part form a part of and are to be to all intents and purposes read in connection with this contract as fully as though the same were herein set forth at length and in detail;

The contractor agrees to start work within five days after written notice from the party of the second part which will be given as soon as the building has progressed sufficiently to permit the party of the first part to commence work and the party of the first part agrees to complete said work on or before the first day of November, 1927.

Before commencing work under this contract the said Contractor agrees to furnish to the party of the second part a satisfactory surety bond for the full amount of the contract, to wit, the sum of \$6,194.00, providing for a full performance of this contract by the said party of the first part, including maintenance for a period of one year from the date of completion as more particularly hereinafter set forth; said bond to be approved both as to form and sufficiency of the surety by the party of the second part.

The party of the second part agrees to pay the contractor for said work performed and materials furnished on or before the 10th day of each month, ninety per cent (90%) of the cost of labor and materials in place on the first day of each month, and 75% of the cost of materials on the premises on the first day of each month, upon the certificate of the Architect employed by the party of the first part; the balance of said contract price to be payable in thirty days after the full completion of the work and the performance of this contract by the contractor and the acceptance of the building by the party of the second part, its trustees and agents.

It is understood and agreed that payment by the party of the second part of any estimate made by the said Architect shall not be considered as binding said party of the second part to an acceptance of the work done or the material furnished up to the time of such payment, or as a release to said Contractor from any responsibility connected therewith.

The said Contractor agrees that he will comply with each and every provision of the Labor Law and Workmen's Compensation Law of the State of New York, and all other laws relating thereto, and that this contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said contract, such employees in compliance with the provisions of said Workmen's Compensation Law.

The said party of the first part agrees to indemnify the said party of the second part from all costs, charges and expenses of any kind and nature by reason of any claim or claims for injuries resulting to either person or property from said work, or from anything done by the said Contractor hereunder, or from the manner of the performance of anything done by reason of this contract, or of any act or omission of the Contractor or his agents or servants, or by reason of the use of any patented invention, article, or material based upon the negligence of the Contractor, or of any sub-contractor or of any of their agents or servants and the claim of any other contractor that the work done hereunder or the materials furnished hereunder has been so done or managed or conducted or furnished as to injure any other contractor.

The said Contractor further agrees to fully comply with all laws, State, Federal or Local as to the storage, use or transportation of explosives or petroleum products.

It is further understood and agreed that all work done and materials furnished shall be fully at the risk of the contractor until the final completion and acceptance of the



building, except as to fire insurance against loss by fire, which is to be carried by the party of the second part.

If the party of the first part should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment for materials or labor, or persistently disregard laws, ordinances or the instructions of the Architect, or otherwise be guilty of a substantial violation of any provisions of the contract, then the party of the second part, upon the certificate of the Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the party of the first part seven days' written notice, terminate the employment of the party of the first part and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the party of the first part shall <sup>not</sup> be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the party of the first part. If such expense shall exceed such unpaid balance the party of the first part shall pay the difference to the party of the second part. The expense incurred by the party of the second part as herein provided, and the damage incurred through the default of the party of the first part, shall be certified by the Architect whose decision thereon shall be binding and conclusive upon both parties.

It is mutually understood and agreed that the said party of the second part through its Architect shall have the power to make such alterations in the character, quality, or extent of said work, or any part thereof, as may be deemed expedient.

In the event extra work is to be done under this contract, it shall be ordered and paid for as provided in the Standard Form, Fourth Edition 1925 of the American Institute of Architects, entitled "The General Conditions of the contract for the Construction of Buildings", and especially as provided in Articles fifteen and sixteen thereof.

It is mutually understood and agreed that the said Contractor in prosecution of all parts of this work, shall take such precaution as may be necessary to guard all public or private property or persons from injury, and the said Contractor hereby covenants and agrees to indemnify and save harmless the party of the second part from all claims, costs, expenses or liabilities accruing in consequence of any negligence, imputed negligence or improper act on the part of said Contractor, either from not properly guarding or keeping guarded the work in progress, the adjacent property and persons using the same, or for any other cause whereby injury to property or persons is caused during the prosecution of said work and from time of its commencement up to the time it is fully completed and accepted by the party of the second part.

The party of the first part is hereby prohibited from assigning, transferring, conveying, sub-letting or otherwise disposing of this contract, or of any right, title or interest therein, or power to execute the same to any other person, company or corporation without the express written consent of the party of the second part thereto, and any such consent so given by the party of the second part at any time shall not be a waiver of this provision as to any further conveying, sub-letting or disposal of this contract, or of any right, title

or interest therein.

Payment hereinbefore agreed to be made by party the second part shall not become due until bonds issued for the carrying out of this work shall have been sold, the the proceeds thereof received by party of the second part. It is understood and agreed that said bonds are advertised to be sold on October 6th 1926 and that party of the second part will take all reasonable measures to obtain the proceeds of said bonds at as early a date as possible. If there be any substantial delay in party of the second part receiving said proceeds after the said date of sale party of the first part may suspend work hereunder until said proceeds are so received and if said proceeds are not received by party of the second part on or before November 15, 1926 upon ten days notice to second party party of the first part may at his option terminate this contract. Party of the second part shall notify party of the first part in writing immediately after receipt of the proceeds of said bond issue.

It is mutually understood and agreed between the parties hereto that in as much as the plans and specifications made and dated as aforesaid provide upon Page One thereof under General Conditions as follows:- "The Standard Form (Fourth Edition 1925) of the American Institute of Architects, entitled "The General Conditions of the contract for the Construction of Buildings", shall be considered as an incorporated portion of this specification." That in any situation or in any event arising not herein provided for, that the provisions in that contract relevant thereto shall prevail as fully as though the same were herein set forth at length.

It is understood and agreed in accordance with the said plans and specifications hereinbefore referred to and made a part hereof, that the party of the first part guarantees all work done and materials furnished hereunder for a period of one year from date of completion and acceptance and the said party

of the first part agrees to make any repairs without extra charge when such repairs are made necessary by reason of unsuitable workmanship and materials during said period, upon certificate of the Architect.

IN WITNESS WHEREOF the said party of the first part has signed this instrument in triplicate and the said party of the second part has caused this instrument to be signed in triplicate by its President and Attested by its Secretary and its corporate seal to be hereunto affixed, all done the day and year first above written.

F. A. MOTT ELECTRIC CO.

ATTEST:

BY

Lora E. Stump  
Secy.

BOARD OF EDUCATION OF UNION FREE  
SCHOOL DISTRICT NO. 1, TOWN OF WHEATLAND.

By

Stacy Brown  
President.

Louis E. Boutwell  
SECRETARY.



C O N T R A C T

Between

F. A. MOTT ELECTRIC COMPANY

And

BOARD OF EDUCATION OF UNION  
FREE SCHOOL DISTRICT NO. 1,  
Town of Wheatland, Monroe  
County, New York.

-----  
Dated- September 21<sup>st</sup> 1926.  
-----

MACOMBER & SKIVINGTON  
ATTORNEYS AND COUNSELORS AT LAW  
315-318 EXCHANGE PLACE BUILDING  
ROCHESTER, N. Y.

STATE OF NEW YORK, )  
COUNTY OF MONROE, ) SS.  
TOWN OF WHEATLAND. )

LOUIS E. BOUTWELL being duly sworn deposes and says that he is and was at all the times hereinafter mentioned Clerk of the Board of Education of Union Free School District Number One, Town of Wheatland, and that at all of the times herein mentioned the following were the officers and trustees of said Union Free School District Number One, Town of Wheatland, to wit:-

S. King Brown	President
Eugene T. Swain	Vice-President
Goodard J. Friedell	Treasurer
Louis E. Boutwell	Clerk
Margaret Brown	Collector

and that at all the times hereinafter mentioned S. King Brown Eugene T. Swain and Robert R. Wells were the duly authorized and acting trustees of said Union Free School District Number One, Town of Wheatland.

That on the 21st day of September, 1926 at a meeting of the Board of Trustees of said Union Free School District Number One, duly and regularly called and held at the School House in the Village of Scottsville, Monroe County, New York, all trustees being present, the following resolution was duly and regularly moved, seconded and unanimously adopted, to wit:-

WHEREAS, the electors of this District at a Special Meeting duly and legally called and held on the 4th day of June, 1926, had authorized the purchase by this District from Frederick G. Ebsary of certain real property for the sum of \$6500.00 and designated the same as a new school site, and

WHEREAS the School taxes for said District for the years 1926 and 1927, have been duly levied and assessed, and the warrant for the collection of the same has been duly issued to Margaret Brown, the Collector, under date of September 13, 1926, and said taxes now being in process of collection are now constituting an actual loan upon the real property within said District, and

WHEREAS it is desired to immediately close the purchase of the said real property above mentioned from the said Frederick G. Ebsary and to obtain the necessary money to wit, \$6500.00 for the closing of the same, and to borrow the same for a period of not exceeding thirty days in anticipation of the coming in of said taxes.

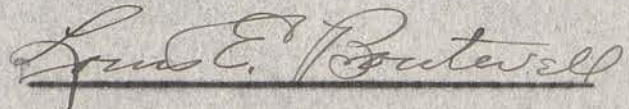
RESOLVED, That this Board borrow from Union Trust Company of Rochester, the sum of \$6500.00 or so much thereof as may be

necessary, to be payable on or before thirty days from the date of such borrowing, with interest at 6% per annum at said Union Trust Company of Rochester, and further

RESOLVED that the President and Treasurer of this Board be, and they hereby are authorized, directed and empowered to execute a note to that effect to said Union Trust Company of Rochester when the said money is needed, and when the said transfer is ready to be closed.

Deponent further states that at a meeting of the Board of Trustees of said District duly and regularly called and held at the School house in the Village of Scottsville, Monroe County, New York, on the 28th day of September, 1926 the following resolution was duly regularly moved, seconded and unanimously adopted:-

RESOLVED, That in pursuance of the resolution adopted at the meeting of this Board on the 21st day of September, 1926 only \$3500.00 of the \$6500.00 therein authorized to be borrowed be borrowed from the Union Trust Company, and that the President and Treasurer be and they hereby are directed to borrow that amount forthwith in pursuance of the resolution adopted at the before menti ned meeting.



Sworn to before me this  
29th day of September, 1926

---

---

STATE OF NEW YORK, )  
COUNTY OF MONROE, ) SS.  
TOWN OF WHEATLAND. )

LOUIS E. BOUTWELL being duly sworn deposes and says that he is and was at all the times hereinafter mentioned Clerk of the Board of Education of Union Free School District Number One, Town of Wheatland, and that at all of the times herein mentioned the following were the officers and trustees of said Union Free School District Number One, Town of Wheatland, to wit:-

S. King Brown	President
Eugene T. Swain	Vice-President
Goddard J. Friedell	Treasurer
Louis E. Boutwell	Clerk
Margaret Brown	Collector

and that at all the times hereinafter mentioned S. King Brown Eugene T. Swain and Robert R. Wells were the duly authorized and acting trustees of said Union Free School District Number One, Town of Wheatland.

That on the 21st day of September, 1926 at a meeting of the Board of Trustees of said Union Free School District Number One, duly and regularly called and held at the School House in the Village of Scottsville, Monroe County, New York, all trustees being present, the following resolution was duly and regularly moved, seconded and unanimously adopted, to wit:-

WHEREAS, the electors of this District at a Special Meeting duly and legally called and held on the 4th day of June, 1926, had authorized the purchase by this District from Frederick G. Ebsary of certain real property for the sum of \$6500.00 and designated the same as a new school site, and

WHEREAS the School taxes for said District for the years 1926 and 1927, have been duly levied and assessed, and the warrant for the collection of the same has been duly issued to Margaret Brown, the Collector, under date of September 13, 1926, and said taxes now being in process of collection are now constituting an actual loan upon the real property within said District, and

WHEREAS it is desired to immediately close the purchase of the said real property above mentioned from the said Frederick G. Ebsary and to obtain the necessary money to wit, \$6500.00 for the closing of the same, and to borrow the same for a period of not exceeding thirty days in anticipation of the coming in of said taxes.

RESOLVED, That this Board borrow from Union Trust Company of Rochester, the sum of \$6500.00 or so much thereof as may be





50-1

Rochester, N. Y., September 29, 1926

Thirty Days after date I promise to pay to

the order of UNION TRUST COMPANY OF ROCHESTER

THIRTY-FIVE HUNDRED ----- Dollars \$ 3500.00

in U. S. gold coin, at the UNION TRUST COMPANY.

Value Received. Main Office

BOARD OF EDUCATION OF UNION FREE SCHOOL  
DISTRICT NUMBER ONE, TOWN OF WHEATLAND

Due, Alfred Louis E. Bannell  
clerk.

By S. King Brewer Pres  
Leodard J. Fredell Treas.

necessary, to be payable on or before thirty days from the date of such borrowing, with interest at 6% per annum at said Union Trust Company of Rochester, and further

RESOLVED that the President and Treasurer of this Board be, and they hereby are authorized, directed and empowered to execute a note to that effect to said Union Trust Company of Rochester when the said money is needed, and when the said transfer is ready to be closed.

Deponent further states that at a meeting of the Board of Trustees of said District duly and regularly called and held at the School house in the Village of Scottsville, Monroe County, New York, on the 28th day of September, 1926 the following resolution was duly regularly moved, seconded and unanimously adopted:-

RESOLVED, That in pursuance of the resolution adopted at the meeting of this Board on the 21st day of September, 1926 only \$3500.00 of the \$6500.00 therein authorized to be borrowed be borrowed from the Union Trust Company, and that the President and Treasurer be and they hereby are directed to borrow that amount forthwith in pursuance of the resolution adopted at the before mentioned meeting.

Lucretia B. Burtwell

Sworn to before me this 28th day of September, 1926

Leop. Shiering

Notary Public

CERTIFIED COPY OF RESOLUTION

RE

LOAN FROM UNION TRUST COMPANY

Dated - September 1926.

MACOMBER & SKIVINGTON  
ATTORNEYS AND COUNSELORS AT LAW  
315-318 EXCHANGE PLACE BUILDING  
ROCHESTER, N. Y.

Scottsville, New York.

September 28<sup>th</sup> 1926.

To the Board of Trustees.

of the Village of Scottsville, N.Y.

Gentlemen:-

We, the undersigned, the owners of the land hereinafter mentioned and described, do hereby agree to dedicate and transfer to the Village of Scottsville, N.Y. the said land which is more particularly described as follows:

Parcel No. 1.

ALL THAT TRACT OR PARCEL OF LAND, located in the Village of Scottsville, Town of Wheatland, County of Monroe and State of New York, described as follows:

Beginning at a point in the Center Line of Beckwith Avenue, said point being N. 83° 07' 20" W. 791.58 feet along said Center Line from its intersection with the Center Line of Rochester Street, thence S. 6° 52' 40" W. 471.94 feet; thence S. 19° 15' W. 120.57 feet to the southerly boundary line of said Ebsary's land; thence along said boundary line N. 87° 05' W. 62.52 feet; thence N. 19° 15' E. 131.65 feet; thence N. 6° 52' 40" E. 465.44 feet to the said Center Line of Beckwith Avenue; thence S. 83° 07' 20" E. 60.00 feet to the point of beginning; thence intending to convey a strip of land 60.00 feet wide running from the Center Line of Beckwith Avenue to the present northerly end of Oatka Place.

Excepting, however, from the above described parcel so much of the street known as Beckwith Avenue as appears to be conveyed thereby.

Parcel No. 2.

ALL THAT OTHER TRACT OR PARCEL OF LAND, located in the Village of Scottsville, Town of Wheatland, County of Monroe and State of New York, described as follows:

Being a strip 50.00 feet wide extending easterly from Brown's Ave. to the first above described parcel and bounded and described as follows:- Beginning at a point in the Center Line of Brown's Ave. said point being S. 3° 10' 30" W. 403.64 feet along said Center Line from its intersection with the Center Line of Beckwith Street; thence S. 85° 11' E. 535.09 feet to a point in the Center Line of Oatka Street, said point being 383.57 feet along said Center Line of Oatka Street from the Center Line of Beckwith Street; thence along said Center Line of Oatka Street S. 6° 52' 40" W. 50.03 feet; thence

thence N.  $85^{\circ} 11'$  W. 531.86 feet to the Center Line of Brown's Ave.; thence along said Center Line of Brown's Ave. N.  $3^{\circ} 10' 30''$  E. 20.02 feet to the point of beginning.

Excepting, however, from the last above described parcel of land so much of the street known as Brown's Ave. as appears to be conveyed thereby.

We agree to transfer and convey these two parcels of land to the Village of Scottsville for street purposes, and to transfer and convey the same free and clear of liens and encumbrances and without any consideration except the mutual benefit to be derived therefrom, and we do further agree that the said streets shall be known and designated by such names as the Board of Trustees of the said village may resolve upon.

Yours &c.

*Fredrick E. Osborn*

*Margaret E. Osborn*

---

FREDERICK G. EBSARY

To

VILLAGE OF SCOTTSVILLE

---

OFFER TO DEDICATE PROPERTY  
FOR STREET PURPOSES.

---

MACOMBER & SKIVINGTON  
ATTORNEYS AND COUNSELORS AT LAW  
315-318 EXCHANGE PLACE BUILDING  
ROCHESTER, N. Y.

0574

KNOW ALL MEN BY THESE PRESENTS, that we, ARENSMEYER, WARNOCK & ZAHRENDT, INC., of Rochester, New York as principal and the AETNA CASUALTY AND SURETY COMPANY OF HARTFORD, a corporation organized and existing under the laws of the State of Connecticut and having an office and usual place of business at 25 Exchange Street, Rochester, New York, as surety, are held and firmly bound unto the Board of Education, Free School District #1, Town of Wheatland, Monroe County, New York, hereinafter called the Obligee, in the penal sum of Twenty-four thousand seven hundred and sixty-seven (\$24,767.00) good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this 4th day of October, 1926.

WHEREAS, the above bounden principal has entered into a certain written contract with the above named obligee dated September 1, 1926 for furnishing all labor and material for the installation of heating work in connection with the new school building for the above mentioned obligee which contract is hereby referred to and made part thereof as fully and to the same extent as if copied at length herein.

WHEREAS, the principal is to also include a maintenance guarantee for one year against defective workmanship, said year to date from the day of final completion.

WHEREAS, the said surety hereby stipulates and agrees that any change, extension, alterations or revisions of the terms of said contract or of the prices, plans and specifications accompanying same shall in no way effect the obligation of this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said principal, kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named obligee, all loss and damage which it may sustain by reason of failure or default on the part of said principal, then this obligation shall be void, otherwise to be and remain in full force and effect.

Arensmeier, Warnock, Zahndt, Inc.

Henry Warnock

Treas

THE AETNA CASUALTY AND SURETY COMPANY

By

H. Douglas Jones  
H. DOUGLAS JONES, RESIDENT VICE PRESIDENT

ATTEST:

Frank Hayes  
FRANK HAYES, RESIDENT ASS'T. SECRETARY

STATE OF NEW YORK  
COUNTY OF Monroe

} ss.

City of Rochester

On this

Fourth

day of October

19 26

before me personally came **H. Douglas Jones**, to me known, who being by me duly sworn did depose and say: That he resides in the City of **Rochester**, New York; that he is Resident Vice-President of THE ÆTNA CASUALTY & SURETY COMPANY, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; that he signed his name thereto by like order; that he is acquainted with **Frank Hayes**; that he knows **him** to be the Resident Assistant Secretary of said Company; that the signature of **Frank Hayes** subscribed to said instrument, is in the genuine handwriting of said **Frank Hayes**, and was thereto subscribed by like order of said Board of Directors, and in the presence of him, the said **H. Douglas Jones**; and that the Superintendent of Insurance of the State of New York, has, pursuant to Chapter 33 of the Laws of the State of New York, for the year 1909 constituting Chapter 28 of the Consolidated Laws of the State of New York known as the Insurance Law as amended by Chapter 182 of the Laws of the State of New York for the year 1913, issued to The Ætna Casualty & Surety Company his certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

.....  
Notary Public.



**THE AETNA CASUALTY AND SURETY COMPANY  
OF  
HARTFORD, CONNECTICUT**

**FINANCIAL STATEMENT AS OF DEC. 31, 1925**

ASSETS		LIABILITIES	
Real Estate	4 671 79	Premium Reserve	10 147 151 23
Mortgage Loans	2 143 436 12	Claim Reserve	4 564 873 04
Collateral Loans	0 00	Reserve for Accrued Taxes	661 079 83
Stocks & Bonds	15 528 324 28	Reserve for Other Liabilities	1 091 661 61
Unpaid Premiums Subsequent to Oct. 1, 1925	3 336 547 63	Reserve for Contingencies	250 000 00
Unpaid Premiums Prior to Oct. 1, 1925	15 306 48	Special Security Reserve	250 000 00
Cash in Office and Banks	1 779 154 24	<b>Total Liabilities</b>	<b>16 964 765 71</b>
Accrued Interest	250 000 36	except Capital	
All Other Assets	1 815 684 56		
<b>Total Assets</b>	<b>24 873 125 46</b>	Surplus	<b>7 908 359 75</b>
Deduct Assets not allowed by Insurance Department, viz:		Less Assets not allowed by Insur- ance Departments	140 554 83
Unpaid Premiums Prior to October 1, 1925	15 306 48	Surplus on basis allowed by Insur- ance Departments	5 767 804 92
Other Assets	125 248 35	Capital Stock	2 000 000 00
	<b>140 554 83</b>		<b>7 767 804 92</b>
Admitted Assets on basis allowed by Insurance Departments	<b>24 732 570 63</b>	<b>TOTAL</b>	<b>24 732 570 63</b>

State of New York )  
 County of Monroe ) (ss.:  
 City of Rochester )

..... H. Douglas Jones ..... being duly sworn, says: that he  
 is Resident Vice President ..... of THE AETNA CASUALTY AND SURETY COMPANY and that  
 to the best of his knowledge and belief, the foregoing is a true and correct statement  
 of the financial condition of said Company as of December 31, 1925.

Subscribed and sworn to before me 10-4-26 .....

.....

.....

Notary Public.

My commission expires

**CERTIFICATE OF AUTHORITY OF RESIDENT VICE-PRESIDENTS,  
RESIDENT ASSISTANT SECRETARIES AND ATTORNEYS-IN-FACT.**

Know all Men by these Presents, That J. F. LONG, C. C. CHAMPION AND  
H. DOUGLAS JONES, RESIDENT VICE PRESIDENTS; J. F. LONG, H. DOUGLAS JONES,  
FRANK O. HAYES, WALTER R. STEVENS AND M. M. YOUNG, RESIDENT ASSISTANT  
SECRETARIES;

have been and are hereby appointed Resident Vice-Presidents, Resident Assistant Secretaries, and Attorneys-in-Fact, respectively, of THE ÆTNA CASUALTY AND SURETY COMPANY, of Hartford, Connecticut, at ROCHESTER, N. Y., and as such Resident Vice-Presidents, Resident Assistant Secretaries, and Attorneys-in-Fact have full power and authority to sign, execute and deliver, on behalf of THE ÆTNA CASUALTY AND SURETY COMPANY, any and all bonds, and undertakings, and all bonds and undertakings signed by any one of said Resident Vice-Presidents, or Attorneys-in-Fact, when sealed and attested by any one of said Resident Assistant Secretaries, or Attorneys-in-Fact (except when executed under an individual Attorney-in-Fact Power of Attorney), shall be as valid and binding upon the Company as if said bonds and undertakings had been signed by the President and duly sealed and attested.

THE ÆTNA CASUALTY AND SURETY COMPANY

BY:

A. R. SEXTON  
Secretary

**State of Connecticut, County of Hartford, ss:**

On this 21ST day of MAY A.D. 1926, before me personally came A. R. SEXTON, to me known, who, being by me duly sworn, did depose and say: That he resides in the City of Hartford, State of Connecticut; that he is the Secretary of THE ÆTNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

H. M. POTTER  
Notary Public.

This appointment is made under and by authority of the following By-Law adopted by the Board of Directors of the Company at a meeting duly called and held on the 28th day of December, 1911:

**Article 8. Resident Officers, Attorneys-in-Fact and Agents.**

- SECTION 1. The President, any Vice-President or the Secretary may from time to time appoint Resident Vice-Presidents, Resident Assistant Secretaries, Attorneys-in-Fact and Agents to represent and act for and on behalf of the Company, and either the President, any Vice-President, the Secretary or the Board of Directors may at any time remove any such Resident Vice-President, Resident Assistant Secretary, Attorney-in-Fact or Agent and revoke the power and authority given him.
- SECTION 2. Resident Vice-Presidents may, subject to the provisions and limits named in their certificate of authority, sign and execute, on behalf of the Company, any and all bonds and undertakings and other writings obligatory in the nature of a bond, and may bind the Company thereby as fully and to the same extent as the President or any other Officer could bind it; such bonds and undertakings, however, to be attested in every instance by a duly appointed Resident Assistant Secretary.
- SECTION 3. Resident Assistant Secretaries may, subject to the provisions and limits named in their certificate of authority, affix the seal of the Company to and attest on behalf of the Company any and all bonds and undertakings and other writings obligatory in the nature of a bond, and may bind the Company thereby as fully and to the same extent as the Secretary or any other Officer could bind it; such bonds and undertakings, however, to be signed and executed in every instance by a duly appointed Resident Vice-President.
- SECTION 4. Attorneys-in-Fact may, subject to the provisions and limits named in their certificate of authority, execute and deliver and attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature of a bond on behalf of the Company, and any such instrument executed by any such Attorney-in-Fact, when attested by any other Attorney-in-Fact shall be as binding upon the Company as if signed, sealed, and attested by any Officer of the Company.

At a regular meeting of the Board of Directors of the Company, duly called and held on the 25th day of April, A. D. 1912, the following By-Law was adopted:

- SECTION 5. Attorneys-in-Fact may, subject to the provisions and limits named in their Certificate of Authority, execute and deliver and attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature of a bond on behalf of the Company, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Secretary.

**State of Connecticut, County of Hartford, ss:**

I, H. M. POTTER, Resident Assistant Secretary of THE ÆTNA CASUALTY AND SURETY COMPANY, have compared the foregoing By-Laws with the originals thereof, as recorded in the Minute Book of said Company, and do hereby certify that the same are true and correct transcripts therefrom; and that I have compared the above certificate of authority with the original thereof, and do hereby certify that the same is a true and correct copy thereof.

Given under my hand and the seal of the Company at Hartford, Connecticut, this 7TH day of AUGUST 1926.

H. M. Potter  
Resident Assistant Secretary.

C O P Y.

BOND

Given By

ARENSMEYER,WARNOCK, ZAHRNDT, Inc.

-to-

BOARD of EDUCATION, UNION FREE  
SCHOOL DISTRICT, No. 1, TOWN  
of WHEATLAND.

Approved as to form and  
sufficiency.

GEORGE J. SKIVINGTON

Attorney for Board of Education  
Union Free School District No.1  
Town of Wheatland.

Oct. 5, 1926

MACOMBER & SKIVINGTON  
ATTORNEYS AND COUNSELORS AT LAW  
315-318 EXCHANGE PLACE BUILDING  
ROCHESTER, N. Y.

C O N T R A C T

\*\*\*\*\*

This AGREEMENT made this *21st* day of September, 1926 by and between ARENSMEYER, WARNOCK, ZAHRNDT, INC. a domestic corporation with its office and principal place of business in the City of Rochester, Monroe County, New York, party of the first part, hereinafter called the Contractor, and BOARD OF EDUCATION of Union Free School District No. One, Town of Wheatland, Monroe County, New York, party of the second part,

WITNESSETH, as follows:-

WHEREAS, the party of the second part has heretofore advertised for proposals for certain of the construction work in connection with its new proposed High School Building to be erected in the Village of Scottsville, Monroe County, New York, and

WHEREAS, the said party of the first part has rendered a satisfactory bid for certain of said work, and

WHEREAS, said bid was based upon plans and specifications prepared by Carl C. Ade, Architect, dated August 23, 1926, the party of the first part having been furnished with and now having a true and correct copy of said plans and specifications, and is thoroughly familiar with the same.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:-

The said party of the first part agrees to furnish all labor and all materials required for the installation of all heating and ventilation including equipment and including Weil-McLain boilers, Buckeye Unit heaters, Warren Webster equipment and Johnson Automatic control, for the sum of Twenty-four Thousand Seven Hundred Sixty-seven (\$24,767.00) Dollars. All labor and materials to be according to the said

plans and specifications and all as therein provided and set forth.

It is understood and agreed that the instructions to bidders heretofore furnished by the party of the second part, the said plans and specifications above mentioned and described and the bidding sheet of the party of the first part form a part of and are to be to all intents and purposes read in connection with this contract as fully as though the same were herein set forth at length and in detail; the contractor agrees that it will start work within five days after the execution of this contract unless otherwise ordered in writing by the Architect and will entirely complete all of this contract by the first day of November, 1927.

Before commencing work under this contract the said contractor agrees to furnish to the party of the second part a satisfactory surety bond for the full amount of the contract, to wit, the sum of \$24,767.00, providing for a full performance of this contract by the said party of the first part, including maintenance for a period of one year from the date of completion as more particularly hereinafter set forth; said bond to be approved both as to form and sufficiency of the surety by the party of the second part.

The party of the second part agrees to pay the Contractor for said work performed and materials furnished on or before the 10th day of each month, ninety per cent (90%) of the cost of labor and materials in place on the first day of each month, and 75% of the cost of materials on the premises on the first day of each month, upon the certificate of the Architect employed by the party of the first part; the balance of said contract price to be payable in thirty days after the full completion of the work and the performance of this contract by the Contractor and the acceptance of the building

by the party of the second part, its trustees and agents.

It is understood and agreed that payment by the party of the second part of any estimate made by the said Architect shall not be considered as binding said party of the second part to an acceptance of the work done or the material furnished up to the time of such payment, or as a release to said Contractor from any responsibility connected therewith.

The said Contractor agrees that he will comply with each and every provision of the Labor Law and Workmen's Compensation Law of the State of New York, and all other laws relating thereto, and that this contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said contract, such employees in compliance with the provisions of said Workmen's Compensation Law.

The said party of the first part agrees to indemnify the said party of the second part from all costs, charges and expenses of any kind and nature by reason of any claim or claims for injuries resulting to either person or property from said work, or from anything done by the said Contractor hereunder, or from the manner of the performance of anything done by reason of this contract, or of any act or omission of the Contractor or his agents or servants, or by reason of the use of any patented invention, article, or material based upon the negligence of the Contractor, or of any sub-contractor, or of any of their agents or servants and the claim of any other contractor that the work done hereunder or the materials furnished hereunder has been so done or managed or conducted or furnished as to injure any other contractor.

The said Contractor further agrees to fully comply with all laws, State, Federal or Local as to the storage use or transportation of explosives or petroleum products.

It is further understood and agreed that all work done and materials furnished shall be fully at the risk

of the contractor until the final completion and acceptance of the building, except as to fire insurance against loss by fire, which is to be carried by the party of the second part.

If the party of the first part should be adjudged a Bankrupt, or if he should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment for materials or labor, or persistently disregard laws, ordinances or the instructions of the Architect, or otherwise be guilty of a substantial violation of any provision of the contract, then the party of the second part, upon the certificate of the Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the party of the first part seven days' written notice, terminate the employment of the party of the first part and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the party of the first part shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including the compensation for additional managerial and administrative services, such excess shall be paid to the party of the first part. If such expenses shall exceed such unpaid balance, the party of the first part shall pay the difference to the party of the second part. The expenses incurred by the party of the second part as herein provided, and the damage incurred through the default of the party of the first part, shall be certified by the Architect whose decision thereon shall be binding and conclusive upon both parties.

It is mutually understood and agreed that the said

party of the second part through its Architect shall have the power to make such alterations in the character, quality, or extent of said work, or any part thereof as may be deemed expedient.

In the event extra work is to be done under this contract, it shall be ordered and paid for as provided in the Standard Form, Fourth Edition 1925 of the American Institute of Architects, entitled "The General Conditions of the contract for the construction of Building", and especially as provided in Articles fifteen and sixteen thereof.

It is mutually understood and agreed that the said Contractor in prosecution of all parts of this work, shall take such precaution as may be necessary to guard all public or private property or persons from injury, and the said Contractor hereby covenants and agrees to indemnify and save harmless the party of the second part from all claims, costs, expenses or liabilities accruing in consequence of any negligence, imputed negligence or improper act on the part of said Contractor, either from not properly guarding or keeping guarded the work in progress, the adjacent property and persons using the same, or for any other cause whereby injury to property or persons is caused during the prosecution of said work and from time of its commencement up to the time it is fully completed and accepted by the party of the second part.

The party of the first part is hereby prohibited from assigning, transferring, conveying, sub-letting or otherwise disposing of this contract, or of any right, title or interest therein, or power to execute the same to any other person, company or corporation without the express written consent of the party of the second part thereto, and any such consent so given by the party of the second part at any time shall not be a waiver of this provision as to any further conveying, sub-letting or disposal of this contract, or of any right, title or interest therein.



Payment hereinbefore agreed to be made by party of the second part shall not become due until bonds issued for the carrying out of this work shall have been sold, and the proceeds thereof received by party of the second part. It is understood and agreed that said bonds are advertised to be sold on October 6th, 1926 and that party of the second part will take all reasonable measures to obtain the proceeds of said bonds at as early a date as possible. If there be any substantial delay in party of the second part receiving said proceeds after the said date of sale party of the first part may suspend work hereunder until said proceeds are so received and if said proceeds are not received by party of the second part on or before November 15, 1926, upon ten days notice to second party, party of the first part may at his option terminate this contract. Party of the second part shall notify party of the first part in writing immediately after receipt of the proceeds of said bond issue.

It is mutually understood and agreed between the parties hereto that in as much as the plans and specifications made and dated as aforesaid provide upon Page One thereof under General Conditions as follows:- "The Standard Form (Fourth Edition 1925) of the American Institute of Architects, entitled "The General Conditions of the contract for the Construction of Buildings", shall be considered as an incorporated portion of this specification, " that in any situation or in any event arising not herein provided for, that the provisions in that contract relevant thereto shall prevail as fully as though the same were herein set forth at length.

It is understood and agreed in accordance with the said plans and specifications hereinbefore referred to and made a part hereof, that the party of the first part guarantees all work done and materials furnished hereunder for a period of one year from date of completion and acceptance and the said party of the first part agrees to make any repairs without

extra charge when such repairs are made necessary by reason of unsuitable workmanship and materials during said period, upon certificate of the Architect.

IN WITNESS WHEREOF the said party of the first part has signed this instrument in triplicate and the said party of the second part has caused this instrument to be signed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed, all done the day and year first above written.

ARENSMEYER, WARNOCK, ZAHNDT, INC.

By Henry Warnock (L.S.)  
Treas

BOARD OF EDUCATION OF UNION FREE  
SCHOOL DISTRICT NO. 1, TOWN OF WHEATLAND.

ATTEST:-

Louis E. Roberts  
SECRETARY

By A. King Brown  
PRESIDENT

C O N T R A C T

ARENSMEYER, WARNOCK,  
ZAHNDT, INC.

And

BOARD OF EDUCATION OF  
Union Free School District,  
No. 1, Town of Wheatland,  
Monroe County, New York,

-----  
Dated- Sept. 21<sup>st</sup>. 1926.  
-----

MACOMBER & SKIVINGTON  
ATTORNEYS AND COUNSELORS AT LAW  
315-318 EXCHANGE PLACE BUILDING  
ROCHESTER, N. Y.

KNOW ALL MEN BY THESE PRESENTS, that we, WERNER SPITZ,  
of Rochester, New York - - - -  
(hereinafter called the Principal), as principal, and the NATIONAL  
SURETY COMPANY, a corporation under the Laws of the State of New  
York, with its principal place of business at #115 Broadway, New  
York City, New York (hereinafter called the Company), as surety,  
are held and firmly bound unto BOARD OF EDUCATION OF UNION FREE SCHOOL  
DISTRICT NO. 1, TOWN OF WHEATLAND, MONROE COUNTY, SCOTTSVILLE, NEW YORK,  
in the penal sum of ONE HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED  
SEVEN AND 00/100 DOLLARS (\$133,407.00) - - -  
(which sum is hereby agreed to be the maximum liability hereun-  
der), lawful money of the United States of America, well and truly  
to be paid, and for the payment of which we and each of us hereby  
bind ourselves, our heirs, executors, administrators and succes-  
sors, jointly and severally, firmly by these presents.

Dated this 21st day of September, 1926.

WHEREAS, said principal has entered into a certain contract  
in writing, bearing date September 21, 1926, with the said obligee  
for General Construction Work for High School Building at Scottsville  
New York - - - -

- - - a copy of which is or may be attached hereto,  
and is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that  
if the said Werner Spitz, - - - his its succes-  
sors or assigns or either of them, shall faithfully and completely  
perform said contract and each and every provision thereof, then  
this obligation to be void, otherwise to remain in full force and  
effect. The said surety hereby stipulates and agrees that any  
change, extension, alteration or revision of the terms of said  
contract or of the prices, plans and specifications accompanying  
the same shall in no way affect the obligation on this bond.

Werner Spitz (Seal)

NATIONAL SURETY COMPANY,

By Eugene Raines  
Resident Vice President

ATTEST G. T. Amsden  
Resident Assistant Secretary

(Seal)

STATE OF NEW YORK }  
COUNTY OF MONROE } SS:  
CITY OF ROCHESTER }

On this <sup>21<sup>st</sup></sup> day of September, 1926, before me personally came Werner Spitz, to me known and known to me to be the individual described in and who executed the foregoing agreement, and he acknowledged that he executed the same.

Frank J. Eatoro  
Commissy of Deeds.

STATE OF NEW YORK  
COUNTY OF MONROE  
CITY OF ROCHESTER  
21st

} ss:

On this September day of 1926, before me personally

appeared Eugene Raines  
Resident Vice-President of the NATIONAL SURETY COMPANY with whom I am personally acquainted, who, being by me duly sworn, says that he resides in the County of MONROE that he is the Resident Vice-President of the NATIONAL SURETY COMPANY, the corporation described in and which executed the within instrument; that he knows the corporate seal of said Company; that the seal affixed to the within instrument is such corporate seal; that it was affixed by order of the Board of Directors of said Company, and that he signed said instrument as Resident Vice-President of said Company

by like order. And said Eugene Raines

further said that he is acquainted with G. T. Amsden and knows him to be the

Resident Assistant Secretary of said Company; that the signature of the said G. T. Amsden

subscribed to the said instrument is in the genuine handwriting of the said G. T. Amsden

and that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 33 of the Laws of the State of New York for the year 1909 constituting Chapter 28 of the Consolidated Laws of the State of New York known as the Insurance Law, as amended by Chapter 182 of the Laws of the State of New York for the year 1913, issued to the National Surety Company his certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that such certificate has not been revoked.

Cora L. Bradt  
Notary Public

**COPY OF BY-LAW.**

BE IT REMEMBERED: That at a special meeting of the Board of Directors of the NATIONAL SURETY COMPANY, duly called and held on the third day of October, 1922, a quorum being present, the following By-Law was adopted:

ARTICLE XIII.

EXECUTION OF BONDS AND UNDERTAKINGS.

SECTION 1. *Signatures Required.*—All bonds, recognizances, or contracts of indemnity, policies of insurance, and all other writings obligatory in the nature thereof, shall be signed by the Chairman, Vice-Chairman, President, a Vice-President, a Resident Vice-President, or Attorney-in-Fact and shall have the seal of the Company affixed thereto, duly attested by the Secretary, and Assistant Secretary or Resident Assistant Secretary. All Vice-Presidents and Resident Vice-Presidents shall each have authority to sign such instruments, whether the President be absent or incapacitated, or not, and the Assistant Secretaries and Resident Assistant Secretaries shall each have authority to seal and attest such instruments, whether the Secretary be absent or incapacitated, or not; and the Attorneys-in-Fact shall each have authority, in the discretion of such Attorneys-in-Fact, to affix to such instruments an impression of the Company's seal whether the Secretary be absent or incapacitated, or not, or to attach the individual seal of the Attorney-in-Fact thereto, or to use the scroll of the Attorney-in-Fact, or a wafer, wax, or other similar adhesive substance affixed thereto, or a seal of paper or other similar substance affixed thereto by mucilage or other adhesive substance, or use the word "SEAL" or the letters "L. S." opposite the signature of such Attorneys-in-Fact, as the case may be.

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

I, M. E. Murray, Resident Assistant Secretary of the NATIONAL SURETY COMPANY, have compared the foregoing By-Laws with the original thereof, as recorded in the Minute Book of said Company, and do certify that the same is a correct and true transcript therefrom, and of the whole of Article XIII, Section 1 of said original By-Law.

Given under my hand and seal of the Company, in the County of New York, this 21st day of July, 1926.  
M. E. Murray  
Resident Assistant Secretary.

# National Surety Company

New York,

Financial Statement, December 31st, 1925

E. A. ST. JOHN, President

HUBERT J. HEWITT, Secretary

## Assets.

Stocks and Bonds at Market.....	\$28,078,369.19
Cash .....	1,124,300.47
Real Estate and Mortgages.....	75,096.53
Unpaid Premiums (less than 90 days old).....	3,342,756.86
Accounts Receivable and Accrued Interest.....	2,615,251.60
Total.....	\$35,235,774.65

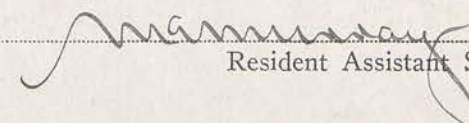
## Liabilities

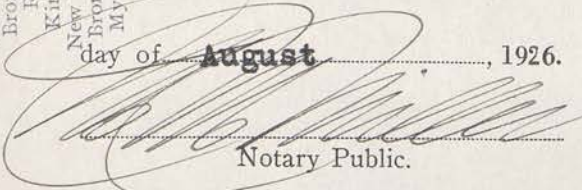
Reserve for Unearned Premiums.....	\$10,596,876.81
"    "    Contingent Claims (Less Reinsurance).....	6,367,201.37
"    "    Taxes and Commissions (Not Due).....	960,642.41
"    "    Reinsurance in Companies not entered for business in New York State.....	212,943.35
Accounts Payable (Not Due).....	998,454.61
Dividend Declared (Payable Jan. 2, 1926).....	225,000.00
CAPITAL STOCK.....	10,000,000.00
SURPLUS .....	5,874,656.10
Total.....	\$35,235,774.65

STATE OF NEW YORK,            }  
 COUNTY OF NEW YORK,        } ss.:

..... **M. E. Murray** ....., being duly sworn, says: That he is Resident Assistant Secretary of the NATIONAL SURETY COMPANY, that said Company is a Corporation duly organized existing and engaged in business as a Surety by virtue of the Laws of the State of New York, and has duly complied with all the requirements of the Laws of said State and of the Laws of the State of **New York** applicable to said Company, and is duly qualified to act as Surety under such Laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of August 13, 1894, entitled, "An Act Relative to Recognizances, Stipulations, Bonds and Undertakings, and to Allow Certain Corporations to be Accepted as Surety Thereon," as amended by the Act of Congress of March 23, 1910. That the foregoing is a full, true and correct statement of the financial condition of said Company on the 31st day of December, 1925.

Sworn to before me this 20th day of August, 1926.

  
 Resident Assistant Secretary.

  
 Notary Public.

Notary Public For Kings County No. 334  
 Certificate filed in New York County No. 888  
 Brons Co. No. 61, Queens Co. No. 1037,  
 Richmond & Westchester Counties  
 Kings County Register's Office No. 8378  
 New York County Register's Office No. 8648  
 My Commission Expires March 28, 1928.

## Board of Directors.

FREDERIC W. ALLEN  
Lee Higginson & Co.  
New York.

ALBERT B. ASHFORTH  
Albert B. Ashforth, Inc.  
New York.

WILLIAM D. BALDWIN  
Chairman of the Board of Directors  
Elevator Company  
New York.

S. READING BERTRON  
Bertron, Griscom & Co.  
New York.

N. F. BRADY  
New York.

FRANKLIN Q. BROWN  
Redmond & Co.  
New York.

LOUIS R. CHENEY  
Hartford, Conn.

E. H. CLARK  
Manager Hearst Estate  
New York.

GEO. B. CORTELYOU  
President Consolidated Gas Co.  
New York.

FREDERIC R. COUDERT  
Coudert Bros.  
New York.

E. L. DOHENY  
Chairman, Mexican Petroleum  
Co.  
New York.

T. COLEMAN duPONT  
Capitalist  
Wilmington, Del.

HOWARD ELLIOT  
Pres. Northern Pacific R. R.  
New York.

HALEY FISKE  
President Metropolitan Life  
Insurance Co.  
New York.

P. A. S. FRANKLIN  
President International Mer-  
cantile Marine Co.  
New York.

ROBERT GOELET  
New York.

W. AVERELL HARRIMAN  
39 Broadway, New York.

CHARLES HAYDEN  
Hayden, Stone & Co.  
Boston and New York.

ARMELY HERRICK  
Cleveland, O.

ANTON G. HODENPYL  
Hodenpyl, Hardy & Co.  
New York.

JOHN M. HOLCOMBE  
Pres. Phoenix Mutual Life Ins. Co.  
Hartford, Conn.

HENRY E. HUNTINGTON  
New York and Los Angeles.

ROBERT I. JENKS  
Berwind White Coal Co.  
New York.

WM. B. JOYCE  
Chairman of the Company  
New York and Beverly Hills, Cal.

COLONEL FRANK B. KEECH  
F. B. Keech & Co.  
New York.

W. S. KINNEAR  
New York.

ALANSON P. LATHROP  
President American Light &  
Traction Co.  
New York.

A. W. LOASBY  
Vice President, Equitable Trust  
Co.  
New York.

JOHN C. McCALL  
Vice President New York Life  
Insurance Co.  
New York.

GEN. SAMUEL McROBERTS  
President Metropolitan  
Trust Company  
New York.

SIDNEY Z. MITCHELL  
President Elec. Bond & Share Co.  
New York.

FRANK A. MUNSEY  
President Frank A. Munsey Co.  
New York.

LEE A. PHILLIPS  
Vice President and Treasurer,  
Pacific Mutual Life Ins. Co.  
Los Angeles.

H. HOBART PORTER  
Sanderson & Porter  
New York.

FRANK PRESBREY  
President The Frank Presbrey Co.  
New York.

JOEL RATHBONE  
Vice Chairman of the Company  
New York.

P. A. ROCKEFELLER  
New York.

W. T. ROSEN  
Ladenburg, Thalmann & Co.  
New York.

CHARLES H. SABIN  
Chairman of the Board of the  
Guaranty Trust Company  
New York.

EDWIN S. SCHENCK  
First Vice President  
Chemical National Bank  
New York.

C. B. SEGER  
President, United States  
Rubber Company  
New York.

SAMUEL SLOAN  
Vice President, Farmers Loan &  
Trust Co.  
New York.

COL. CLARENCE F. SMITH  
Managing Director in the  
Company for the Dominion of  
Canada, Montreal, Can.

JOHN A. SPOOR  
President Chicago Junction Ry.  
Chicago, Ill.

E. A. ST. JOHN  
President of the Company  
New York.

F. deC. SULLIVAN  
Capitalist  
New York.

W. A. TUCKER  
Tucker Anthony & Co.  
Boston and New York.

DALLETT H. WILSON  
Attorney-at-Law  
Bethlehem, Pa.

## Copy BOND

GIVEN BY  
WERNER SPITZ

IN FAVOR OF

BOARD OF EDUCATION OF UNION FREE  
SCHOOL DISTRICT NO. 1, TOWN OF  
WHEATLAND, MONROE COUNTY,  
SCOTTSVILLE, NEW YORK



NATIONAL SURETY COMPANY

Home Office: 115 Broadway

Approved as to form and sufficiency

*W. J. Sheeringa*  
Atty. for Board of  
Education Union Free  
School Dist. No. 1 Town  
of Wheatland  
Oct. 28, 1926.

Form 46 10M 2-25, Made in U. S. A.



C O N T R A C T

This Agreement made this 21st day of September, 1926, by and between WERNER SPITZ, of the City of Rochester, Monroe County, New York, party of the first part, hereinafter called the Contractor, and, BOARD OF EDUCATION of Union Free School District No. 1, Town of Wheatland, Monroe County, New York, party of the second part.

WITNESSETH: as follows:

WHEREAS, the party of the second part has advertised for sealed proposals for certain of the construction work in connection with its new High School building to be erected in the Village of Scottsville, Monroe County, New York, and

WHEREAS, the party of the first part has rendered a satisfactory bid for certain of said work, and

WHEREAS, said bid was based upon plans and specifications prepared by Carl C. Ade, Architect, dated August 23, 1926, the party of the first part having been furnished with and now having a true and correct copy of said plans and specifications, and is thoroughly familiar with the same.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

The said party of the first part agrees to make and construct the proposed school building according to said plans and specifications, including mason work, carpenter work, painting, roofing and sheet metal work, and to furnish all labor and all materials necessary in the construction and erection thereof for the sum of One Hundred Thirty-Three Thousand Four Hundred and Seven Dollars (\$133,407.00), which includes alternates No. 3 insul glaze wainscoating; No. 4 terrazza floors and base, and No. 9 twenty year guarantee bond roof, all as provided and set forth in said plans and

specifications.

It is understood and agreed that in the instructions to bidders the said plans and specifications and bidding sheet form a part, and are to be to all intents and purposes read in connection with this contract as fully as though the same were herein set forth at length and in detail.

The contractor agrees that he will start work within five (5) days after the execution of this contract, unless otherwise ordered in writing by the Architect, and will complete the concrete foundation during the Fall of 1926, and will then properly protect said foundation through the Winter of 1926 and 1927 so that the same will not be damaged or injured by the elements, and will again resume work on April 1, 1927 and entirely complete the contract on or before November 1, 1927.

Before commencing the work under this contract the said Contractor agrees to furnish to the party of the second part a satisfactory surety bond for the full amount of the contract, to wit, the sum of One Hundred Thirty-Three Thousand Four Hundred and Seven Dollars (\$133,407.00), providing for a full performance of this contract by the said party of the first part, including maintenance for a period of one year from the date of completion as more particularly hereinafter set forth; said bond to be approved both as to form and sufficiency of the surety by the party of the second part.

The party of the second part agrees to pay the Contractor for said work performed and materials furnished on or before the 10th day of each month, ninety per cent (90%) of the cost of labor and materials in place; on the first day of each month, and 75% of the cost of materials on the

on the premises on the first day of each month, upon the certificate of the Architect employed by the party of the first part; the balance of said contract price to be payable in thirty days after the full completion of the work and the performance of this contract by the Contractor and the acceptance of the building by the party of the second part, its trustees and agents.

It is understood and agreed that payment by the party of the second part of any estimate made by the said Architect shall not be considered as binding said party of the second part to an acceptance of the work done or the material furnished up to the time of such payment, or as a release to said Contractor from any responsibility connected therewith.

The said Contractor agrees that he will comply with each and every provision of the Labor Law and Workmen's Compensation Law of the State of New York, and all other laws relating thereto, and that this contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said contract, such employees in compliance with the provisions of said Workmen's Compensation Law.

The said party of the first part agrees to indemnify the said party of the second part from all costs, charges and expenses of any kind and nature by reason of any claim or claims for injuries resulting to either person or property from said work, or from anything done by the said Contractor hereunder, or from the manner of the performance of anything done by reason of this contract, or of any act or omission of the Contractor or his agents or servants, or by reason of the use of any patented invention, article, or material based upon the negligence of the Contractor, or of any sub-contractor, or of any of their agents or servants and

the claim of any other contractor, that the work done hereunder or the materials furnished hereunder has been so done or managed or conducted or furnished as to injure any other contractor.

The said Contractor further agrees to fully comply with all laws, State, Federal or Local as to the storage, use or transportation of explosives or petroleum products.

It is further understood and agreed that all work done and materials furnished shall be fully at the risk of the Contractor until the final completion and acceptance of the building, except as to fire insurance against loss by fire, which is to be carried by the party of the second part.

If the party of the first part should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment for materials or labor, or persistently disregard laws, ordinances or the instructions of the Architect, or otherwise be guilty of a substantial violation of any provision of the contract, then the party of the second part, upon the certificate of the Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the party of the first part seven days' written notice, terminate the employment of the party of the first part and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the party of the first part shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional managerial and

administrative services, such excess shall be paid to the party of the first part. If such expense shall exceed such unpaid balance, the party of the first part shall pay the difference to the party of the second part. The expense incurred by the party of the second part as herein provided, and the damage incurred through the default of the party of the first part, shall be certified by the Architect whose decision thereon shall be binding and conclusive upon both parties.

It is mutually understood and agreed that the said party of the second part through its Architect shall have the power to make such alterations in the character, quality, or extent of said work, or any part thereof, as may be deemed expedient.

In the event extra work is to be done under this contract, it shall be ordered and paid for as provided in the Standard Form, Fourth Edition 1935 of the American Institute of Architects, entitled "The General Conditions of the contract for the Construction of Buildings", and especially as provided in Articles fifteen and sixteen thereof.

It is mutually understood and agreed that the said Contractor in prosecution of all parts of this work, shall take such precaution as may be necessary to guard all public or private property or persons from injury, and the said Contractor hereby covenants and agrees to indemnify and save harmless the party of the second part from all claims, costs, expenses or liabilities accruing in consequence of any negligence, imputed negligence or improper act on the part of said Contractor, either from not properly guarding or keeping guarded the work in progress, the work in progress, the adjacent property and persons using the same, or for any other cause whereby injury to property or persons is caused during the prosecution of said work and from time of its commencement up to the time it is fully completed and accepted by the party of the second part.

The party of the first part is hereby prohibited

from assigning, transferring, conveying, sub-letting or otherwise disposing of this contract, or of any right, title or interest therein, or power to execute the same to any other person, company or corporation without the express written consent of the party of the second part thereto, and any such consent so given by the party of the second part at any time shall not be a waiver of this provision as to any further conveying, sub-letting or disposal of this contract, or of any right, title or interest therein.

Payment hereinbefore agreed to be made by party of the second part shall not become due until bonds issued for the carrying out of this work shall have been sold, and the proceeds thereof received by party of the second part. It is understood and agreed that said bonds are advertised to be sold on October 6th 1926 and that party of the second part will take all reasonable measures to obtain the proceeds of said bonds at as early a date as possible. If there be any substantial delay in party of the second part receiving said proceeds after the said date of sale party of the first part may suspend work hereunder until said proceeds are so received and if said proceeds are not received by party of the second part on or before November 15, 1926 upon ten days notice to second party party of the first part may at his option terminate this contract. Party of the second part shall notify party of the first part in writing immediately after receipt of the proceeds of said bond issue.

It is mutually understood and agreed between the parties hereto that in as much as the plans and specifications made and dated as aforesaid provide upon Page One thereof under General Conditions as follows:- "The Standard Form (Fourth Edition 1925) of the American Institute of Architects, entitled "The General Conditions of the contract for the Construction of Buildings", shall be considered as an incorporated portion of this specification," that in any situation or in any event arising not herein provided for, that the provisions in

that contract relevant thereto shall prevail as fully as though the same were herein set forth at length.

It is understood and agreed in accordance with the said plans and specifications hereinbefore referred to and made a part hereof, that the party of the first part guarantees all work done and materials furnished hereunder for a period of one year from date of completion and acceptance and the said party of the first part agrees to make any repairs without extra charge when such repairs are made necessary by reason of unsuitable workmanship and materials during said period, upon certificate of the Architect.

IN WITNESS WHEREOF the said party of the first part has signed this instrument in triplicate and the said party of the second part has caused this instrument to be signed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed all done the day and year first above written.

Werner Fritz (L.S.)

BOARD OF EDUCATION OF UNION FREE SCHOOL DISTRICT NO. 1, TOWN OF WHEATLAND.

By A. King Brown  
President

ATTEST:-

Louise E. Baturall  
SECRETARY

C O N T R A C T

Between

WERNER SPITZ

And

BOARD OF EDUCATION of  
Union Free School District  
No. 1, Town of Wheatland,  
Monroe County, New York,

-----  
Dated- Sept. 21<sup>st</sup> 1926.  
-----

*Duplicate Bond &  
Contract mailed to  
S. E. Boutwell clerk  
Oct 1, 1926.*

*W. J. S.*



KNOW ALL MEN BY THESE PRESENTS, that we, JOHN G. ARENSMEYER AND GEORGE J. LONG, doing business as JOHN G. ARENSMEYER & CO., of Rochester, New York - - - -

(hereinafter called the Principal), as principal, and the NATIONAL SURETY COMPANY, a corporation under the Laws of the State of New York, with its principal place of business at #115 Broadway, New York City, New York (hereinafter called the Company), as surety, are held and firmly bound unto BOARD OF EDUCATION OF UNION FREE SCHOOL DISTRICT NO. 1, TOWN OF WHEATLAND, MONROE COUNTY, SCOTTSVILLE, NEW YORK, in the penal sum of TEN THOUSAND NINETY THREE AND 00/100 DOLLARS - (which sum is hereby agreed to be the maximum liability hereunder), lawful money of the United States of America, well and truly to be paid, and for the payment of which we and each of us hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Dated this 21st day of September, 1926.

WHEREAS, said principal has entered into a certain contract in writing, bearing date September 21, 1926, with the said obligee for Plumbing Work for High School Building at Scottsville, New York - - - -

- - - - a copy of which is or may be attached hereto, and is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the said John G. Arensmeyer and George J. Long, <sup>their</sup> ~~do~~ doing business as John G. Arensmeyer & Co., ~~its~~ successors or assigns or either of them, shall faithfully and completely perform said contract and each and every provision thereof, then this obligation to be void, otherwise to remain in full force and effect. The said surety hereby stipulates and agrees that any change, extension, alteration or revision of the terms of said contract or of the prices, plans and specifications accompanying the same shall in no way affect the obligation on this bond.

*John G. Arensmeyer & Co.* (Seal)  
*George J. Long*  
*John G. Arensmeyer*

NATIONAL SURETY COMPANY,

By Eugene Raines  
Resident Vice President

ATTEST G. T. Amsden  
Resident Assistant Secretary (Seal)

STATE OF NEW YORK }  
COUNTY OF MONROE } SS:  
CITY OF ROCHESTER }

On this 21<sup>st</sup> day of September, 1926, before me personally  
came John G. Arensmeyer and George J. Long - -  
to me known and known to me to be the individuals described in and  
who executed the foregoing agreement, and they acknowledged  
that they executed the same.

Frank J. Esters  
County Clerk

STATE OF NEW YORK  
COUNTY OF MONROE  
CITY OF ROCHESTER } ss:

On this 21st day of September, 1926, before me personally

appeared Eugene Raines  
Resident Vice-President of the NATIONAL SURETY COMPANY with whom I am personally acquainted, who, being by me duly sworn, says that he resides in the County of Monroe that he is the Resident Vice-President of the NATIONAL SURETY COMPANY, the corporation described in and which executed the within instrument; that he knows the corporate seal of said Company; that the seal affixed to the within instrument is such corporate seal; that it was affixed by order of the Board of Directors of said Company, and that he signed said instrument as Resident Vice-President of said Company

by like order. And said Eugene Raines

further said that he is acquainted with G. T. Amsden and knows him to be the

Resident Assistant Secretary of said Company; that the signature of the said G. T. Amsden

subscribed to the said instrument is in the genuine handwriting of the said G. T. Amsden

and that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 33 of the Laws of the State of New York for the year 1909 constituting Chapter 28 of the Consolidated Laws of the State of New York known as the Insurance Law, as amended by Chapter 182 of the Laws of the State of New York for the year 1913, issued to the National Surety Company his certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that such certificate has not been revoked.

Cora L. Bradt  
Notary Public

**COPY OF BY-LAW.**

BE IT REMEMBERED: That at a special meeting of the Board of Directors of the NATIONAL SURETY COMPANY, duly called and held on the third day of October, 1922, a quorum being present, the following By-Law was adopted:

ARTICLE XIII.

EXECUTION OF BONDS AND UNDERTAKINGS.

SECTION 1. *Signatures Required.*—All bonds, recognizances, or contracts of indemnity, policies of insurance, and all other writings obligatory in the nature thereof, shall be signed by the Chairman, Vice-Chairman, President, a Vice-President, a Resident Vice-President, or Attorney-in-Fact and shall have the seal of the Company affixed thereto, duly attested by the Secretary, and Assistant Secretary or Resident Assistant Secretary. All Vice-Presidents and Resident Vice-Presidents shall each have authority to sign such instruments, whether the President be absent or incapacitated, or not, and the Assistant Secretaries and Resident Assistant Secretaries shall each have authority to seal and attest such instruments, whether the Secretary be absent or incapacitated, or not; and the Attorneys-in-Fact shall each have authority, in the discretion of such Attorneys-in-Fact, to affix to such instruments an impression of the Company's seal whether the Secretary be absent or incapacitated, or not, or to attach the individual seal of the Attorney-in-Fact thereto, or to use the scroll of the Attorney-in-Fact, or a wafer, wax, or other similar adhesive substance affixed thereto, or a seal of paper or other similar substance affixed thereto by mucilage or other adhesive substance, or use the word "SEAL" or the letters "L. S." opposite the signature of such Attorneys-in-Fact, as the case may be.

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:  
M. E. Murray

I, M. E. Murray, Resident Assistant Secretary of the NATIONAL SURETY COMPANY, have compared the foregoing By-Laws with the original thereof, as recorded in the Minute Book of said Company, and do certify that the same is a correct and true transcript therefrom, and of the whole of Article XIII, Section 1 of said original By-Law.

Given under my hand and seal of the Company, in the County of New York, this 21st day of July, 1926  
M. E. Murray  
Resident Assistant Secretary.

# National Surety Company

New York,

Financial Statement, December 31st, 1925

E. A. ST. JOHN, President

HUBERT J. HEWITT, Secretary

## Assets.

Stocks and Bonds at Market.....	\$28,078,369.19
Cash .....	1,124,300.47
Real Estate and Mortgages.....	75,096.53
Unpaid Premiums (less than 90 days old).....	3,342,756.86
Accounts Receivable and Accrued Interest.....	2,615,251.60
	<hr/>
Total.....	\$35,235,774.65

## Liabilities

Reserve for Unearned Premiums.....	\$10,596,876.81
"    "    Contingent Claims (Less Reinsurance).....	6,367,201.37
"    "    Taxes and Commissions (Not Due).....	960,642.41
"    "    Reinsurance in Companies not entered for business in New York State.....	212,943.35
Accounts Payable (Not Due).....	998,454.61
Dividend Declared (Payable Jan. 2, 1926).....	225,000.00
CAPITAL STOCK.....	10,000,000.00
SURPLUS .....	5,874,656.10
	<hr/>
Total.....	\$35,235,774.65

STATE OF NEW YORK,                     }  
COUNTY OF NEW YORK,                 } ss.:

M. E. Murray, being duly sworn, says: That he is Resident Assistant Secretary of the NATIONAL SURETY COMPANY, that said Company is a Corporation duly organized existing and engaged in business as a Surety by virtue of the Laws of the State of New York, and has duly complied with all the requirements of the Laws of said State and of the Laws of the State of

New York applicable to said Company, and is duly qualified to act as Surety under such Laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of August 13, 1894, entitled, "An Act Relative to Recognizances, Stipulations, Bonds and Undertakings, and to Allow Certain Corporations to be Accepted as Surety Thereon," as amended by the Act of Congress of March 1910. That the foregoing is a full, true and correct statement of the financial condition of said Company on the 31st day of December, 1925.

Subscribed and sworn to before me this 20th

day of August, 1926.

Notary Public.

Murray  
Resident Assistant Secretary.

Notary Public For Kings County No. 334  
Certificate filed in New York County No. 888  
Kings Co. No. 61, Queens Co. No. 1037,  
Richmond & Westchester Counties  
Kings County Register's Office No. 8378  
New York County Register's Office No. 255  
Queens County Register's Office No. 255  
My Commission Expires on August 31, 1938  
M. M. LEBLANC

## Board of Directors.

COPY

# BOND

GIVEN BY

JOHN G. ARENSMEYER AND GEORGE  
J. LONG, doing business as

JOHN G. ARENSMEYER & CO.  
IN FAVOR OF

BOARD OF EDUCATION OF UNION FREE  
SCHOOL DISTRICT NO. 1, TOWN OF  
WHEATLAND, MONROE COUNTY,  
SCOTTSVILLE, NEW YORK



NATIONAL SURETY COMPANY

Home Office: 115 Broadway

- |  |   |
|--|---|
| FREDERIC W. ALLEN<br>Lee Higginson & Co.<br>New York.  | ALANSON P. LATHROP<br>President American Light &<br>Traction Co.<br>New York.                               |
| ALBERT B. ASHFORTH<br>Albert B. Ashforth, Inc.<br>New York.                                    | A. W. LOASBY<br>Vice President, Equitable Trust<br>Co.,<br>New York.  |
| WILLIAM D. BALDWIN<br>Chairman of the Board of Directors<br>Otis Elevator Company<br>New York. | JOHN C. McCALL<br>Vice President New York Life<br>Insurance Co.<br>New York.                                |
| S. READING BERTRON<br>Bertron, Griscom & Co.<br>New York.                                      | GEN. SAMUEL McROBERTS<br>President Metropolitan<br>Trust Company<br>New York.                               |
| N. F. BRADY<br>New York.   | SIDNEY Z. MITCHELL<br>President Elec. Bond & Share Co.<br>New York.   |
| FRANKLIN Q. BROWN<br>Redmond & Co.<br>New York.  | FRANK A. MUNSEY<br>President Frank A. Munsey Co.<br>New York.   |
| LOUIS R. CHENEY<br>Hartford, Conn.   | LEE A. PHILLIPS<br>Vice President and Treasurer,<br>Pacific Mutual Life Ins. Co.<br>Los Angeles             |
| E. H. CLARK<br>Manager Hearst Estate<br>New York.  | H. HOBART PORTER<br>Sanderson & Porter<br>New York.   |
| GEO. B. CORTELYOU<br>President Consolidated Gas Co.<br>New York.                               | FRANK PRESBREY<br>President The Frank Presbrey Co.<br>New York.   |
| FREDERIC R. COUDERT<br>Coudert Bros.<br>New York.  | JOEL RATHBONE<br>Vice Chairman of the Company<br>New York.  |
| E. L. DOHENY<br>Chairman, Mexican Petroleum<br>Co.<br>New York.                                | P. A. ROCKEFELLER<br>New York.  |
| T. COLEMAN duPONT<br>Capitalist<br>Wilmington, Del.  | W. T. ROSEN<br>Ladenburg, Thalmann & Co.<br>New York.   |
| HOWARD ELLIOT<br>Pres. Northern Pacific R. R.<br>New York.                                     | CHARLES H. SABIN<br>Chairman of the Board of the<br>Guaranty Trust Company<br>New York.                     |
| HALEY FISKE<br>President Metropolitan Life<br>Insurance Co.<br>New York.                       | EDWIN S. SCHENCK<br>First Vice President<br>Chemical National Bank<br>New York.                             |
| P. A. S. FRANKLIN<br>President International Mer-<br>cantile Marine Co.<br>New York.           | C. B. SEGER<br>President, United States<br>Rubber Company<br>New York.                                      |
| ROBERT GOELET<br>New York.   | SAMUEL SLOAN<br>Vice President, Farmers Loan &<br>Trust Co.<br>New York.                                    |
| W. AVERELL HARRIMAN<br>39 Broadway, New York.  | COL. CLARENCE F. SMITH<br>Managing Director in the<br>Company for the Dominion of<br>Canada, Montreal, Can. |
| CHARLES HAYDEN<br>Hayden, Stone & Co.<br>Boston and New York                                   | JOHN A. SPOOR<br>President Chicago Junction Ry.<br>Chicago, Ill.  |
| PARMELY HERRICK<br>Cleveland, O.   | E. A. ST. JOHN<br>President of the Company<br>New York.   |
| ANTON G. HODENPYL<br>Hodenpyl, Hardy & Co.<br>New York.  | F. deC. SULLIVAN<br>Capitalist<br>New York.   |
| JOHN M. HOLCOMBE<br>Pres. Phoenix Mutual Life Ins. Co.<br>Hartford, Conn.                      | W. A. TUCKER<br>Tucker Anthony & Co.<br>Boston and New York   |
| HENRY E. HUNTINGTON<br>New York and Los Angeles.   | DALLETT H. WILSON<br>Attorney-at-Law<br>Bethlehem, Pa   |
| ROBERT I. JENKS<br>Berwind White Coal Co.<br>New York.   |   |
| WM. B. JOYCE<br>Chairman of the Company<br>New York and Beverly Hills, Cal.                    |   |
| COLONEL FRANK B. KEECH<br>F. B. Keech & Co.<br>New York.                                       |   |
| W. S. KINNEAR<br>New York.   |   |

Approved as to form and sufficiency  
*Lee J. Davis for*  
*Atty for Board of Education*  
*Union Free School Dist.*  
*No. 1, Town of Wheatland*  
*Oct. 2, 1926.*

Form 46 10M 225 Made in U. S. A.

CONTRACT

\*\*\*

THIS AGREEMENT made this *21st* day of September, 1926, by and between JOHN G. ARENSMEYER and GEORGE J. LONG, both of the City of Rochester, Monroe County, New York, as co-partners transacting business under the firm name and style JOHN G. ARENSMEYER & CO., parties of the first part, hereinafter called the Contractor, and BOARD OF EDUCATION of Union Free School District, No. 1, Town of Wheatland, Monroe County, New York, party of the second part,

WITNESSETH, as follows:-

WHEREAS the party of the second part has heretofore advertised for proposals for certain of the construction work in connection with its new proposed High School Building to be erected in the Village of Scottsville, Monroe County, New York, and

WHEREAS, the said party of the first part has rendered a satisfactory bid for certain of said work, and

WHEREAS, said bid was based upon plans and specifications prepared by Carl C. Ade, Architect, dated August 23, 1926, the party of the first part having been furnished with and now having a true and correct copy of said plans and specifications, and is thoroughly familiar with the same.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:-

The said party of the first part agrees to furnish all labor and all materials required for the installation of all plumbing in said building, including alternate Number One drain tile, for the sum of Ten Thousand Ninety-three (\$10,093) Dollars. All labor and materials to be according to the said plans and specifications and all as therein provided and set

forth.

It is understood and agreed that the instructions to bidders heretofore furnished by the party of the second part, the said plans and specifications above mentioned and described, and the bidding sheet of the party of the first part form a part of and are to be to all intents and purposes read in connection with this contract as fully as though the same were herein set forth at length and in detail.

The contractor agrees that it will start work within five days after the execution of this contract, unless otherwise ordered in writing by the Architect, and will during the present autumn install all sewer and drain lines under the contract and will then properly protect the same during the winter of 1926 and 1927 so that they will not be damaged or injured by the elements or otherwise, and will again resume work on April 1, 1927 and entirely complete the contract on or before November, 1, 1927.

Before commencing work under this contract, the said contractor agrees to furnish to the party of the second part a satisfactory surety bond for the full amount of the contract, to wit, the sum of \$10,093.00 providing for a full performance of this contract by the said party of the first part, including maintenance for a period of one year from the date of completion as more particularly hereinafter set forth; said bond to be approved both as to form and sufficiency of the surety by the party of the second part.

The party of the second part agrees to pay the Contractor for said work performed and materials furnished on or before the 10th day of each month, ninety per cent (90%) of the cost of labor and materials in place on the first day of each month, and 75% of the cost of materials on the premises on the first day of each month, upon the certificate of the Architect employed by the party of the first part; the balance of said contract price to be payable in thirty days after

the full completion of the work and the performance of this contract by the Contractor and the acceptance of the building by the party of the Second part, its trustees and agents.

It is understood and agreed that payment by the party of the second part of any estimate made by the said Architect shall not be considered as binding said party of the second part to an acceptance of the work done or the material furnished up to the time of such payment, or as a release to said Contractor from any responsibility connected therewith.

The said Contractor agrees that he will comply with each and every provision of the Labor Law and Workmen's Compensation Law of the State of New York, and all other laws relating thereto and that this contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said contract, such employees in compliance with the provision of said Workmen's Compensation Law.

The said party of the first part agrees to indemnify the said party of the second part from all costs, charges and expenses of any kind and nature by reason of any claim or claims for injuries resulting to either person or property from said work, or from anything done by the said Contractor hereunder, or from the manner of the performance of anything done by reason of this contract, or of any act or omission of the contractor or his agents or servants, or by reason of the use of any patented invention, article, or material based upon the negligence of the Contractor, or of any sub-contractor, or of any of their agents or servants and the claim of any other contract that the work done hereunder or the materials furnished hereunder has been so done or managed or conducted or furnished as to injure any other contractor.

The said Contractor further agrees to fully comply with all laws, State, Federal or Local as to the storage use



or transportation of explosives or petroleum products.

It is further understood and agreed that all work done and materials furnished shall be fully at the risk of the contractor until the final completion and acceptance of this building, except as to fire insurance against loss by fire, which is to be carried by the party of the second part.

If the party of the first part should be adjudged a bankrupt, or if he should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment for materials or labor, or persistently disregard laws, ordinances or the instructions of the Architect, or otherwise be guilty of a substantial violation of any provision of the contract, then the party of the second part, upon the certificate of the Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the party of the first part seven days' written notice, terminate the employment of the party of the first part and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the party of the first part shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including the compensation for additional managerial and administrative services, such excess shall be paid to the party of the first part. If such expenses shall exceed such unpaid balance, the party of the first part shall pay the difference to the party of the second part. The expenses incurred by the party of the second part as herein

provided, and the damage incurred through the default of the party of the first part, shall be certified by the Architect whose decision thereon shall be binding and conclusive upon both parties.

It is mutually understood and agreed that the said party of the second part through its Architect shall have the power to make such alterations in the character, quality, or extent of said work, or any part thereof as may be deemed expedient.

In the event extra work is to be done under this contract, it shall be ordered and paid for as provided in the Standard Form, Fourth Edition 1925 of the American Institute of Architects, entitled "The General Conditions of the contract for the Construction of Buildings", and especially as provided in Articles fifteen and sixteen thereof.

It is mutually understood and agreed that the said Contractor in prosecution of all parts of this work, shall take such precaution as may be necessary to guard all public or private property or persons from injury, and the said Contractor hereby covenants and agrees to indemnify and save harmless the party of the second part from all claims, costs, expenses or liabilities accruing in consequence of any negligence, imputed negligence or improper act on the part of said Contractor, either from not properly guarding or keeping guarded the work in progress, the adjacent property and persons using the same, or for any other cause whereby injury to property or persons is caused during the prosecution of said work and from time of its commencement up to the time it is fully completed and accepted by the party of the second part.

The party of the first part is hereby prohibited from assigning, transferring, conveying, sub-letting or otherwise disposing of this contract, or of any right, title or interest

therein, or power to execute the same to any other person, company or corporation without the express written consent of the party of the second part thereto, and any such consent so given by the party of the second part at any time shall not be a waiver of this provision as to any further conveying, sub-letting or disposal of this contract, or of any right, title or interest therein.

Payment hereinbefore agreed to be made by party of the second part shall not become due until bonds issued for the carrying out of this work shall have been sold, the proceeds thereof received by party of the second part. It is understood and agreed that said bonds are advertised to be sold on October 6th 1926 and that party of the second part will take all reasonable measures to obtain the proceeds of said bonds at as early a date as possible. If there be any substantial delay in party of the second part receiving said proceeds after the said date of sale party of the first part may suspend work hereunder until said proceeds are so received and if said proceeds are not received by party of the second part on or before November 15, 1926 upon ten days notice to second party party of the first part may at his option terminate this contract. Party of the second part shall notify party of the first part in writing immediately after receipt of the proceeds of said bond issue.

It is mutually understood and agreed between the parties hereto that in as much as the plans and specifications made and dated as aforesaid provide upon Page One thereof under General Conditions as follows:- "The Standard Form (Fourth Edition 1925) of the American Institute of Architects, entitled "The General Conditions of the contract for the Construction of Buildings", shall be considered as an incorporated portion of this specification," that in any situation or in any event arising not herein provided for, that the provisions in

that contract relevant thereto shall prevail as fully as though the same were herein set forth at length.

It is understood and agreed in accordance with the said plans and specifications hereinbefore referred to and made a part hereof, that the party of the first part guarantees all work done and materials furnished hereunder for a period of one year from date of completion and acceptance and the said party of the first part agrees to make any repairs without extra charge when such repairs are made necessary by reason of unsuitable workmanship and materials during said period, upon certificate of the Architect.

IN WITNESS WHEREOF the said party of the first part has signed this instrument in triplicate and the said party of the second part has caused this instrument to be signed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed, all done the day and year first above written.

JOHN C. ARENSMEYER & CO.

*John C. Arensmeyer*  
*George J. Long*

ATTEST:

*Low E. Buttsell*  
SECRETARY.

BOARD OF EDUCATION OF UNION FREE  
SCHOOL DISTRICT NO. 1, Town of Wheatland  
By *V. Luy Brown*  
President.

C O N T R A C T

Between

JOHN G. ARENSMEYER & CO.

And

BOARD OF EDUCATION OF  
UNION FREE SCHOOL DISTRICT  
NO.1, Town of Wheatland,  
Monroe County, New York,

-----  
Dated- September *21<sup>st</sup>* 1926.  
-----

MACOMBER & SKIVINGTON  
ATTORNEYS AND COUNSELORS AT LAW  
315-318 EXCHANGE PLACE BUILDING  
ROCHESTER, N. Y.

ELECTRIC WORK

Specifications of labor and material required for Electric Work, for High School Building, to be erected on School Site, South Side of Beckwith Avenue, Scottsville, New York

All work must be performed in accordance with the following specifications and accompanying drawings, consisting of eleven (11) sheets, namely:

1/11, 2/11, 3/11, 4/11, 5/11, 6/11, 7/11,  
8/11, 9/11, 10/11, 11/11 - General Drawings.

CARL C. ADE, A.I.A.  
Architect  
104 East Ave.  
Rochester, N.Y.

August 23rd, 1926

Job Number 946

SET NUMBER

3

I N D E X

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SUPPLEMENTARY GENERAL CONDITIONS . . . . .	1
Instructions to bidders . . . . .	1-2
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Inspection of property . . . . .	3
Extra work . . . . .	3
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Protection of matsl. & work . . . . .	3-4
Obstruction and repair . . . . .	4
Storage of materials . . . . .	4
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Telephone system "separate est. . . . .	9
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GENERAL CONDITIONS

The Standard Form (Fourth Edition 1925) of the American Institute of Architects, entitled "The General Conditions of the contract for the Construction of Buildings", shall be considered as an incorporated portion of this specification. Contractors not familiar with these General Conditions may obtain a copy upon request of the Architect.

SUPPLEMENTARY GENERAL CONDITIONS

The term (Owner) as employed herein, shall mean the Board of Education of Union Free School District #1 Town of Wheatland, Monroe County, Scottsville, New York. Authorization by the Owner shall be written order duly authorized by resolution of the Board.

The term (Contractor) as employed herein, shall mean the person or persons who have contracted with Owner for the execution of the work.

The term (Architect) as employed herein, shall mean Carl C. Ade, employed by the Owner as Architect for this building.

INSTRUCTIONS TO BIDDERS.

Proposals to be entitled to consideration must be made in accordance with the following instructions.

Proposals must be in the form provided by the Architect and all blank spaces in the form shall be fully filled. Numbers shall be stated both in writing and in figures, the signature shall be in long-hand and the completed form shall be without interlineation, alteration or erasure.

Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications will be considered.

Proposals shall be addressed to the Clerk of the Board of Education Mr. Louis E. Boutwell, Scottsville, New York, and shall be delivered to his residence enclosed in an opaque sealed envelop addressed to him, marked "Proposal" and bearing the title of the work and the name of the bidder.

Should a bidder find discrepancies in, or omission from the drawings or documents, or should he be in doubt as to their meaning, he should at once notify the Architect who will send a written instruction to all bidders. Neither the Owner or Architect will be responsible for any oral instructions.

Before submitting a proposal, bidder should carefully examine the drawings and specifications, visit the site, further inform themselves as to all existing conditions and limitations, and shall include in the proposal the sum to cover the cost of all items included in the contract. The competency and responsibility of the bidders and their proposed sub-contractors will be considered in making the award.

Any bulletins issued during the time of bidding are to be covered in the proposal and in closing the contract they will become a part thereof.

Bids will be received on General Work, which shall include Mason Work, Carpenter Work, Painting and Roofing & Sheet Metal. Separate bids on Electric, Plumbing and Heating & Ventilation.

All proposals shall be made strictly in accordance with the bidding sheet. Where alternate or separate figures are called for, price on such work shall be stated.

Proposals shall be accompanied by certified check in a sum equal to five (5) percent of the amount of the bid. "Bid bond will not be considered. Deposits shall be made payable to the Board of Education of Scottsville, and shall be enclosed in the envelop containing bid, and shall be held by the Clerk of said Board until forfeited or returned as herein provided. Deposit of unsuccessful bidder shall be immediately returned to him. If the contract shall be awarded to the bidder, the check shall



be returned to him immediately upon the signing of the contract for the work and furnishing surety hereafter called for, but if he shall fail to appear at the office of Clerk of the Board of Education on or before the tenth day after the contract shall be awarded to him, and duly execute and acknowledge same and furnish the surety hereafter called for, he shall forfeit his deposit.

The Clerk of the Board of Education will mail such successful bidder, notice in writing within thirty (30) days from opening of bids to the effect that the contract has been awarded to him, but the mailing or receipt of such notice shall not be condition precedent to the forfeiture of the check of any bidder as hereinbefore provided.

The surety required shall be a surety bond given by a responsible surety corporation, approved by the Board of Education, equal to full amount of contract and include maintenance for a period of one year from final payment. Premium shall be paid by contractor.

Agreements and surety bonds will be executed in accordance with the form prepared by the Board of Education. The General Conditions of the contract, the specifications and the drawings to which reference is made together with the agreement, shall constitute the contract for any and all branches of the work and shall be referred to in interpretation of the contract.

Contractors submitting bids shall guarantee their bid for a period of thirty (30) days after the date of opening of bids.

The Owner recommends to contractors that when surety bonds, labor and material can be purchased at equal prices or upon equal terms, preference shall be given to dealers and contractors of the village of Scottsville. The Board of Education reserve the right in its discretion to reject any or all bids as the interests of the district may appear.

#### CONTRACT DRAWINGS.

The plans and specifications shall be considered as fixing the general character and extent of the work. Parts not detailed shall be constructed in the customary manner for that class of work, so as to maintain the strength and complete the parts they compose.

The plans and specifications are to be construed together, so that any work shown on one and not called for in the other, or vice versa, is to be executed by the contractor the same as if mentioned in both.

Contractor will understand that work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned, and contractor will be held to provide all labor and material necessary for entire completion of work intended to be described and shall not avail himself of any manifestly unintentional error or omission, should each exist.

Where dimensions or other information are lacking in the plans or specifications, or conflicts occur, the contractor shall not scale the drawings or proceed with the work affected, but shall apply to the Architect who will furnish the necessary information.

When parts of the building are indicated, the balance shall be considered as a repetition and where any detail is started upon a drawing it shall, in the construction, be carried the full length of the part and similar parts that it details.

The Architect shall have the right to alter and modify the plans and specifications and the contractor shall incorporate such changes in his work without invalidating the contract in any way. Where such alterations or modifications increase or decrease the contract price, the amount involved shall be agreed upon in writing before proceeding with the work affected.

The contractor shall be responsible for errors made in using old drawings after new drawings showing revisions have been issued to him. All contract drawings as furnished by the Architect for use at the building shall be mounted on compo board by the contractor for use of superintendent

All notes or memoranda shown on drawings that apply to work included in these specifications are to be carried out by this contractor the same as though they were distinctly specified herein.

#### INSPECTION OF PROPERTY.

Before submitting proposals, bidders shall carefully examine drawings and specifications, visit the site, and fully inform themselves of all existing conditions and limitations, and tendering of a proposal under these specifications will be considered a sufficient guarantee that such examination has been made and the signing of contract is an acceptance of all such conditions on the part of the contractor.

#### EXTRA WORK.

No work will be considered extra, unless same is done under written order from Architect, and written order must either state the amount of compensation or the contractor must fill out a daily report, giving the amount of time and materials used each day.

Bills for extra or additional work must be submitted to Architect in writing on demand, and also before final certificate for payment on account of contract will be given, and unless otherwise agreed, no payment on such bills will be made until final settlement. No bills for extra work will be considered or paid by the Owner, except where same have been properly ordered in writing as stated above.

#### STANDARDS.

Certain definite makes of the larger and more important apparatus are specified as standards. The contractor shall bid on the basis of furnishing make specified without substitution. He is invited to bid on any other similar makes of apparatus, naming the difference in prices. If any, and in case of such alternate bids, if it is decided by the Owner and Architect to accept such substituted makes, the specifications will be amended prior to the award or signing of the written contract.

Where specific brand or manufacture of material is called for in the specifications, these have been selected as proper and suitable for particular service required, but it is not the intention of the Architect to limit competition. The term "Equal Standards" shall be understood to mean equal for the particular service for which said article or material is specified.

#### GUARANTEE.

The entire work comprehended in these specifications and accompanying drawings, including all extra work in connection herewith, is to be done in the very best and most workmanlike manner to a complete finish to the entire satisfaction and final acceptance of Architect, and guaranteed for a period of one (1) year from date of completion, to serve the purpose for which it is put in, and contractor must make any repairs without extra charge when such repairs are made necessary by reason of unsuitable workmanship and material.

No payments or certificates, final or otherwise, shall be construed to relieve contractor from his obligation to make good any defects arising or discovered in his work within one year after final payment has been made, nor as a waiver of any specific obligation the contractor may assume as to the durability of his work.

#### PROTECTION OF MATL'S & WORKMANSHIP.

All contractors shall protect with canvas, tar paper and boards, their respective workmanship and materials immediately after it is placed and be responsible for same.

#### OBSTRUCTION AND REPAIR.

Contractors shall, until their work is completed and finally accepted by the Owner, keep premises in a cleanly condition, free from rubbish and from undue accumulation of surplus materials, occasioned during the

**OBSTRUCTION AND REPAIR (CONT'D)**

progress of the work under this contract.

At any time when the contractors are directed by the Architect to remove such rubbish or accumulation, or to change location of any materials which may constitute an obstruction to the progress of the work of any other contractor, he shall immediately comply with such direction. If this work of removal does not proceed within 24 hours after said notice, Owner may remove same and deduct the cost thereof from final payment on contract.

Contractors shall repair any damage done to their work, no matter how or why or by whom caused (except loss or damage by fire) and leave premises clean and in perfect order and repair at termination of his work.

**STORAGE OF MATERIALS**

The mason contractor shall assume full charge of space for the storage of materials on premises, allotting space to the various contractors in such a manner as will facilitate the work. All materials shall be stored within the lot line as indicated on drawings.

**EQUIPMENT.**

The attention of each contractor is invited to the following list which exhibits certain items of equipment, which will not be included in the general building contracts but which will be furnished and installed by others.

Unless otherwise specified or indicated on the general drawings, all cutting, patching and repairing of the structural work or finish which may be required in order to permit of the installation of equipment shall be done and at the expense of the contractor for the equipment, but wherever the work of the several contractors, or their sub-contractors, comes in conjunction with equipment installation, said contractors shall co-operate in every way with the Owner, Architect and contractors for the equipment, for the successful installation of same.

List of items which will not be included under the general building contractors:

- Sidewalks
- Finish grading
- Seeding of property
- Vacuum cleaners
- Steel lockers
- Curtain for stage
- Furniture
- Window shades
- Auditorium seating
- Gymnasium equipment, including racks, ladders, apparatus, etc
- Flag
- Motion picture machine
- Equipment in laboratories, indicated "Eq" on drawings

**CLEANING**

On completion of the building and when directed by the Architect, the entire building shall be thoroughly cleaned and delivered ready for occupancy.

**FINALE.**

The several contractors shall make the whole job complete and perfect according to the true intent of the drawings and specifications.

## ELECTRIC WORK

General Conditions of the contract. The contractor for the Electric Work shall be held to have read all of the General Conditions of the contract and Supplementary General Conditions before submitting a tender for the proposed work, and in the execution of his work he will be bound by all of the conditions and requirements therein.

The contractor hereto is referred to Article #41, of the General Conditions of the contract and to Supplementary General Conditions, in reference to the furnishing and installation of various items which are not included in this contract but which may be installed in conjunction with the work of the contractor hereto.

### CO OPERATION WITH & RELATION TO OTHER CONTRACTORS

The contractor for electric work shall examine the General Building plans and specifications.

The contractor for electric work shall perform his work to conform with construction called for under other contracts and shall install his work in such a manner as not to delay or interfere with the work of other contractors.

### MATERIAL AND WORK.

All materials used in the following specification, unless otherwise particularly mentioned, are to be of the best quality of their respective kind and the work is to be done in a first class manner in all respects.

### SERVICE.

The service to this building will be single phase, 3 wire, 25 cycle, 110-220 volt. Run service riser up outside of building to a point about 20'-0" above grade, at boiler room service entrance where indicated on plans. The Niagara, Lockport and Ontario Power Co. located at Avon, N.Y., will set pole with transformers and runline to building. Contractor is to run service riser with size of wires and conduit as shown on wiring diagram. Provision shall be made for lighting company's meter. Size of wires to be installed for feeders running to panels B, C and D and to 60 amp. plug in booth, all as shown on wiring diagram.

### PANELS.

Lighting panels to be safety type dead front of approved make with tumbler switches.

Distributing panels and panel boards and sizes of feeders are to be furnished and installed as shown on wiring diagram. All circuit wiring to be installed as shown on plans as circuits are to be arranged as shown on panel schedule.

The stage lights are to be furnished and installed under this contract and to be such as manufactured by the Universal Stage Lighting Co. their figure #829, 5 - five (5) foot sections of 15 lights each arranged for ten lights on each circuit.

A 60 ampere, 2 pole plug for projection machine is to be such as manufactured by the Klegl Company.

In Panel A, install eight (8) two pole 30 amp. cartridge fuse branches. In panel C eight (8) and in panel D twelve (12) two pole 30 amp. branches for unit ventilating outfits, etc. Contractor to run a separate circuit to each of the plugs shown under window and location indicated each side of stage. Final location of these plugs determined by heating contractor.

### EXIT LIGHTS.

The contractor shall furnish exit lights at all points shown on plans. Exit lights of ground floor controlled from lock switch in corridor #9 where indicated. Exit lights of first and second floor to be controlled from panel C. Exit lights to be controlled from circuit in

## EXIT LIGHTS (CONT'D)

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PANEL C, which is to be independent from the buss bars in this panel. Feed for this circuit is to be brought from 2 pole 30 amp. switch in Panel A, and connected ahead of main switch.

These exit lights to be ceiling band receptacle and 25 W. red lamp Those in auditorium to be similar to #700 Novelty Lamp Corp. exit box with wire guard protection.

## MOTORS.

Contractor is to run 2 - #8 wires in 1" conduit from panel A to outlet where shown for future 3 h.p. ash hoist motor.

From switches located in panel A, run 2 - #14 wires in 1/2" conduit to three ventilating motors, where shown, leaving same in running order

## GONGS.

Furnish and install seven (7) 6" gongs, to be located in boiler room, auditorium, ground, first and second floor corridor and two on exterior wall where indicated. Transformer shall be provided in electric panel and gongs shall be controlled from switches located on ground, first and second floor where directed. Gongs to be built with special contacts for AC current and outside gongs to be weatherproof.

## FIRE ALARM SYSTEM

Contractor is to install a complete approved fire alarm system consisting of five (5) 6" gongs, one (1) located in boiler room and in each corridor #9, 109, 209 and one (1) weatherproof gong near entrance where indicated. Under each gong install a push button station in wall to ring all gongs on system. Under outside gong place flush type break glass fire alarm box. This system to be complete with charging rectifier, storage batteries and control panel located in boiler room as required by state law.

## FEEDERS

Run feeders of ample size from service entry and connect to above specified panels, motor outlets and other outlets indicated.

## ELECTRIC LIGHT WIRING-OUTLET BOXES

The contractor will furnish and install at each outlet shown on plans, a pressed steel outlet box. Each box to be fitted with an approved fixture stud and the boxes securely connected to the conduit with approved locknuts and bushings.

## BRANCH CIRCUIT SWITCHES

Branch circuit switches shall be installed at the points shown on plans. These switches shall be flush type and shall be H & H Co's. Bryant, Perkins or G.E. Co's. flush tumbler switches

All switches shall be set in steel boxes and shall be set flush with the finished wall. Verify location with Architect as position may be slightly changed.

All stairway outlets will be operated from 3 and 4 way switches as indicated on plans.

## RECEPTACLES.

Receptacles shall be installed at points shown on plans and shall be Hubbell Co's. make, with sheet bronze plates and shall be set flush with the finished wall. Height as directed.

Contractor is to install 3 receptacles in one gang on proscenium of stage, high enough to be used for strip lighting, each plug to be controlled by a separate switch in panel B

## FLOOR PLUGS

Contractor is to install floor plugs in laboratory where indicated 3 on each circuit. Also install floor plugs in rooms #9, 208 and 213.

## SWITCHES & RECEPTACLE PLATES

All switch and receptacle plates shall be sheet bronze plates in dull,

## SWITCHES & RECEPTACLE PLATES (CONT'D)

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unlacquered finish. At all points where more than one switch is located, install standard gang plates.

## CONDUITS

The entire building shall be wired as a complete conduit system using steel conduit. Any of the standard makes of approved conduit may be used and all fittings and elbows used in connection with the conduit system. Conduits shall be installed free from burrs and shall be run in a true and workmanlike manner from outlet to outlet.

## INSTALLATION OF CONDUITS

The location and capacity of all outlets for lights, switches and receptacles, will be approximately as shown on plans.

It being understood that the Owner reserves the right to make any slight changes in such locations as will work for the betterment of the installation before lines are actually run.

The contractor will secure any information or advice from the Architect concerning any matters in doubt before the work is installed and he will be accountable for the correctness of his work. All conduits shall be run concealed.

## INSPECTION.

All of the work contemplated in connection with this contract shall be subjected to the approval of the Underwriters Assn. of New York State and the Building Code of the City of Rochester, and certificate of approval from the Underwriters Assn. must be furnished the Architect on completion of the work.

## ELECTRIC FIXTURES AND LAMPS.

The contractor hereto shall include in his bid the sum of Seven Hundred and Fifty (\$750.00) Dollars, for fixtures, lamps and installation of same. This sum will be deducted from contract price if not furnished by contractor hereto.

## PROGRAM CLOCKS, BELL AND GONG SYSTEM "SEPARATE ESTIMATE"

Give separate estimate on furnishing and installing a system of Master and secondary clocks, bells and gongs as herein specified, complete in every respect, properly designed, equipped and finished.

The program clock system shall be of Self Winding Clock Co's. Standard Electric Time Co's. E. Howard Clock Co. International, or Stromberg Electric Co. manufacture.

The contractor shall provide all material, labor, conduit, wiring, apparatus, appliances and equipment of every kind that may be required for this system, and for a program clock, bell and gong system of the most approved and efficient character, type, design and methods.

## MASTER CLOCK.

Place in the clerks office, where directed, one (1) Master clock, with approved regulator movement, mercurial or "Invar" second beat pendulum and 12" dial arranged to synchronize or regulate all of the secondary clocks in the building, and to operate the program device. Master clock shall be mounted in case, brackets 5 ft. above floor.

## CLOCK CASES?

Each case shall be firmly secured to wall in a neat and approved manner, as directed. Cases for Master and Secondary clocks shall be of white oak, cabinet finished, as directed.

Auditorium clock shall be set flush with plaster with bevel only showing around dial, and shall fit neatly in plaster recess with brass ring and angle frame. Boiler room clock vaporproof.

Drawings will be submitted for approval, showing the detail construction of master and secondary clock cases, before proceeding, also submit finished samples of white oak for cases.

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PROGRAM DEVICE.

Provide an automatic program device arranged for four (4) programs located in same case or mounted in case, located alongside master clock. The program bells will be required to ring on three (3) minute intervals for a period of three second.

Provide four (4) multiple point switches, so that any or all of the four (4) program circuits may be connected to any one of the four programs. Furnish a switch to cut out the program device when desired. Provide timing device for corridor, auditorium and outside gongs.

Provide a push button plate with button for each bell throughout the building and master button for each of the four (4) programs. Buttons shall be mounted on a polished brass plate, not less than 1/8" thick and to have the name or number of the respective rooms engraved and inlaid in black, under each button, plate to be mounted on door of cabinet containing the program selector.

Submit drawing of selector, push plate, etc. for approval before proceeding with the work.

SECONDARY CLOCKS.

Place in each room where shown on plans, a minute interval secondary clock, to be enclosed in case of approved design.

All clocks shall have 12" dials. There will be (25) secondary clocks in all.

WIRING.

The wiring for clock system shall be done with rubber covered single braided wire of approved size, run in a system of iron conduit from the Master clock and to the batteries in electric panel room to a suitable and approved number of distributing centers located in corridor on each floor above picture moulding.

From each distributing center run circuit for operating the clocks, each clock shall be controlled from the point.

Place suitable junction boxes at distributing centers. These boxes shall be securely fastened in place and shall be provided with hinged covers and latch.

Provide for each clock an approved type of outlet box, securely fastened in place and provided with proper means of supporting clock cases.

Wiring for bells shall be done with #18 single braided rubber covered with, #14 for battery wires.

Where bells are located in clock cases, the bell wires may run from junction box in same conduit with clock wires.

Connect separate battery wires for individual bells a + push buttons. All conduits shall be run parallel with the walls and no floors shall be cut without the consent of the Architect or superintendent.

All wiring shall be arranged for the multiple operation of clocks. Bells shall operate on full battery voltage.

Before proceeding, submit complete wiring layout for approval of Architect.

All wiring shall be run in conduit and shall be subject to specifications for similar work as called for under general contract for electric work.

TIME BELLS.

Furnish and connect up, one mild tone tea bell in each clock case, except in auditorium.

All of the bells shall be arranged to ring from the program clock, and also from the push buttons located in the principal's office.

GONG.

The contractor is to arrange the gong system as specified so that operation of same will also be from program clock in principal's office, furnished and installed under this separate estimate.

### JUNCTION BOXES.

Furnish and set in place, junction boxes to be used in connection with the clock, bell and gong system. These boxes shall be located on the wall of ground, first and second floor corridors above picture moulding, one behind Master clock, one behind program device and one for push buttons.

Boxes shall be constructed of #14 sheet steel, not less than 9" x 12" x 4", inside measurement, and shall have plain metal frame and door of 3/16" steel

Each box shall be provided with a Yale lock and key

Wires shall be run from junction boxes in corridors to box at Master clock for synchronizing all secondary clocks.

### BATTERY

For the operation of the above system furnish and install where directed in boiler room a complete set of storage battery of 24 volts. Battery to be of sufficient ampere hour capacity for operating the entire clock and bell system. Battery to be suitably mounted on a rack and complete with sand trays, glass insulators, etc. and furnished with suitable hydrometer, and connected to charging equipment. Alongside of this battery furnish and install a small switchboard. Switchboards to be equipped with two double pole, double throw charge and discharge switches volt meter, volt meter switch and a two pole switch for connecting 110 volt alternating current to a rectifier.

Furnish and install alongside this switchboard for charging storage batteries a General Electric Co. Tungar rectifier.

### GUARANTEE.

The entire clock, bell and gong system must be guaranteed by the contractor to be complete and mechanically and electrically perfect, adequate in every respect for the requirements of the service, as herein stated, perfectly finished in every respect, and in complete working order, to the entire satisfaction of the architect.

During a period of one year from the date of acceptance of the work, the entire apparatus must be kept in perfect repair, adjustment and operation by the contractor without further expense to the Owner.

### TELEPHONE SYSTEM "SEPARATE ESTIMATE"

Give separate estimate on installing telephone system as follows: Contractors to furnish and install the necessary conduit and wiring for telephone system. Furnish and install twenty two (22) wall type telephones in rooms as shown on plans. These telephones are to be of the Western Electric, Stromberg-Carlson, or Holtzer-Cabot make, type to be approved by the Architect.

Phone in principals office to be of desk type.

Each of these telephones to connect with the desk type 'phone in clerks office. At clerks desk furnish and install a 30 button key plate similar to Auth desk pad, Catalog PD. Connect this desk plate with (40) conductor silk cable to a (40) separable connector, similar to Type D. From this connector terminal run rubber covered wires to all wall telephones in rooms, wires to be run on conduit. Conduit to be of sufficient size so that any wire can be removed and reinstalled. Also run a separate 1/2" conduit with 4-#14 RC wires to a battery cabinet that is to be located where directed in boiler room. This battery cabinet to be surface type. Install in this cabinet (12) dry batteries.

### OPERATION

The operation of this system will be such that any station will be able to call and communicate with principal's office. Principal's office to be able to call and communicate with any of the telephones connected to this system.



OUTSIDE TELEPHONE SERVICE

From point in floor of principal's office, extend 1/2" conduits to base receptacle outlet on north exterior wall, thence extend concealed inside of wall to point under coping above roof at west side of building, terminate same with weatherproof conduit.

PICTURE BOOTH PHONES

Furnish and install a pair of Stromberg-Carlson Co's. #965, or equal approved, wall telephones arranged with return call in the picture booth and in the dressing room near the lighting panel board where directed.

This pair of phones to be an independent system but connected to the battery for the school telephone system. The wiring for these phones to be installed in conduit in compliance with the electrical specifications in general.

CARL C. ADE, A. I. A.

*Carl C. Ade*

August 23rd, 1926

HEATING AND VENTILATION

Specifications of labor and material required for Heating and Ventilation, for High School Building, to be erected on School Site, South Side of Beckwith Avenue, Scottsville, New York.

All work must be performed in accordance with the following specifications and accompanying drawings, consisting of seven (7) sheets, namely:

1/5, 2/5, 3/5, 4/5, 5/5, 1/11, 7/10 -

Heating, Ventilating and Plumbing Drawings.

CARL C.ADE, A.I.A.  
Architect  
104 East Ave.  
Rochester, New York

August 23rd, 1926

Job Number 946

SET NUMBER

3

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GENERAL CONDITIONS

The Standard Form (Fourth Edition 1925) of the American Institute of Architects, entitled "The General Conditions of the contract for the Construction of Buildings", shall be considered as an incorporated portion of this specification. Contractors not familiar with these General Conditions may obtain a copy upon request of the Architect.

SUPPLEMENTARY GENERAL CONDITIONS

The term (Owner) as employed herein, shall mean the Board of Education of Union Free School District #1 Town of Wheatland, Monroe County, Scottsville, New York. Authorization by the Owner shall be written order duly authorized by resolution of the Board.

The term (Contractor) as employed herein, shall mean the person or persons who have contracted with Owner for the execution of the work.

The term (Architect) as employed herein, shall mean Carl C. Ade, employed by the Owner as Architect for this building.

INSTRUCTIONS TO BIDDERS.

Proposals to be entitled to consideration must be made in accordance with the following instructions.

Proposals must be in the form provided by the Architect and all blank spaces in the form shall be fully filled. Numbers shall be stated both in writing and in figures, the signature shall be in long-hand and the completed form shall be without interlineation, alteration or erasure.

Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications will be considered.

Proposals shall be addressed to the Clerk of the Board of Education Mr. Louis E. Boutwell, Scottsville, New York, and shall be delivered to his residence enclosed in an opaque sealed envelop addressed to him, marked "Proposal" and bearing the title of the work and the name of the bidder.

Should a bidder find discrepancies in, or omission from the drawings or documents, or should he be in doubt as to their meaning, he should at once notify the Architect who will send a written instruction to all bidders. Neither the Owner or Architect will be responsible for any oral instructions.

Before submitting a proposal, bidder should carefully examine the drawings and specifications, visit the site, further inform themselves as to all existing conditions and limitations, and shall include in the proposal the sum to cover the cost of all items included in the contract. The competency and responsibility of the bidders and their proposed subcontractors will be considered in making the award.

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Proposals shall be accompanied by certified check in a sum equal to five (5) percent of the amount of the bid. "Bid bond will not be considered. Deposits shall be made payable to the Board of Education of Scottsville, and shall be enclosed in the envelop containing bid, and shall be held by the Clerk of said Board until forfeited or returned as herein provided. Deposit of unsuccessful bidder shall be immediately returned to him. If the contract shall be awarded to the bidder, the check shall

be returned to him immediately upon the signing of the contract for the work and furnishing surety hereafter called for, but if he shall fail to appear at the office of Clerk of the Board of Education on or before the tenth day after the contract shall be awarded to him, and duly execute and acknowledge same and furnish the surety hereafter called for, he shall forfeit his deposit.

The Clerk of the Board of Education will mail such successful bidder, notice in writing within thirty (30) days from opening of bids to the effect that the contract has been awarded to him, but the mailing or receipt of such notice shall not be condition precedent to the forfeiture of the check of any bidder as hereinbefore provided.

The surety required shall be a surety bond given by a responsible surety corporation, approved by the Board of Education, equal to full amount of contract and include maintenance for a period of one year from final payment. Premium shall be paid by contractor.

Agreements and surety bonds will be executed in accordance with the form prepared by the Board of Education. The General Conditions of the contract, the specifications and the drawings to which reference is made together with the agreement, shall constitute the contract for any and all branches of the work and shall be referred to in interpretation of the contract.

Contractors submitting bids shall guarantee their bid for a period of thirty (30) days after the date of opening of bids.

The Owner recommends to contractors that when surety bonds, labor and material can be purchased at equal prices or upon equal terms, preference shall be given to dealers and contractors of the village of Scottsville. The Board of Education reserve the right in its discretion to reject any or all bids as the interests of the district may appear.

#### CONTRACT DRAWINGS.

The plans and specifications shall be considered as fixing the general character and extent of the work. Parts not detailed shall be constructed in the customary manner for that class of work, so as to maintain the strength and complete the parts they compose.

The plans and specifications are to be construed together, so that any work shown on one and not called for in the other, or vice versa, is to be executed by the contractor the same as if mentioned in both.

Contractor will understand that work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned, and contractor will be held to provide all labor and material necessary for entire completion of work intended to be described and shall not avail himself of any manifestly unintentional error or omission, should each exist.

Where dimensions or other information are lacking in the plans or specifications, or conflicts occur, the contractor shall not scale the drawings or proceed with the work affected, but shall apply to the Architect who will furnish the necessary information.

When parts of the building are indicated, the balance shall be considered as a repetition and where any detail is started upon a drawing it shall, in the construction, be carried the full length of the part and similar parts that it details.

The Architect shall have the right to alter and modify the plans and specifications and the contractor shall incorporate such changes in his work without invalidating the contract in any way. Where such alterations or modifications increase or decrease the contract price, the amount involved shall be agreed upon in writing before proceeding with the work affected.

The contractor shall be responsible for errors made in using old drawings after new drawings showing revisions have been issued to him. All contract drawings as furnished by the Architect for use at the building shall be mounted on compo board by the contractor for use of superintendent

All notes or memoranda shown on drawings that apply to work included in these specifications are to be carried out by this contractor the same as though they were distinctly specified herein.

#### INSPECTION OF PROPERTY.

Before submitting proposals, bidders shall carefully examine drawings and specifications, visit the site, and fully inform themselves of all existing conditions and limitations, and tendering of a proposal under these specifications will be considered a sufficient guarantee that such examination has been made and the signing of contract is an acceptance of all such conditions on the part of the contractor.

#### EXTRA WORK.

No work will be considered extra, unless same is done under written order from Architect, and written order must either state the amount of compensation or the contractor must fill out a daily report, giving the amount of time and materials used each day.

Bills for extra or additional work must be submitted to Architect in writing on demand, and also before final certificate for payment on account of contract will be given, and unless otherwise agreed, no payment on such bills will be made until final settlement. No bills for extra work will be considered or paid by the Owner, except where same have been properly ordered in writing as stated above.

#### STANDARDS.

Certain definite makes of the larger and more important apparatus are specified as standards. The contractor shall bid on the basis of furnishing make specified without substitution. He is invited to bid on any other similar makes of apparatus, naming the difference in prices. If any, and in case of such alternate bids, if it is decided by the Owner and Architect to accept such substituted makes, the specifications will be amended prior to the award or signing of the written contract.

Where specific brand or manufacture of material is called for in the specifications, these have been selected as proper and suitable for particular service required, but it is not the intention of the Architect to limit competition. The term "Equal Standards" shall be understood to mean equal for the particular service for which said article or material is specified.

#### GUARANTEE.

The entire work comprehended in these specifications and accompanying drawings, including all extra work in connection herewith, is to be done in the very best and most workmanlike manner to a complete finish to the entire satisfaction and final acceptance of Architect, and guaranteed for a period of one (1) year from date of completion, to serve the purpose for which it is put in, and contractor must make any repairs without extra charge when such repairs are made necessary by reason of unsuitable workmanship and material.

No payments or certificates, final or otherwise, shall be construed to relieve contractor from his obligation to make good any defects arising or discovered in his work within one year after final payment has been made, nor as a waiver of any specific obligation the contractor may assume as to the durability of his work.

#### PROTECTION OF MATL'S & WORKMANSHIP.

All contractors shall protect with canvas, tar paper and boards, their respective workmanship and materials immediately after it is placed and be responsible for same.

#### OBSTRUCTION AND REPAIR.

Contractors shall, until their work is completed and finally accepted by the Owner, keep premises in a cleanly condition, free from rubbish and from undue accumulation of surplus materials, occasioned during the

OBSTRUCTION AND REPAIR (CONT'D)

progress of the work under this contract.

At any time when the contractors are directed by the Architect to remove such rubbish or accumulation, or to change location of any materials which may constitute an obstruction to the progress of the work of any other contractor, he shall immediately comply with such direction. If this work of removal does not proceed within 24 hours after said notice, Owner may remove same and deduct the cost thereof from final payment on contract.

Contractors shall repair any damage done to their work, no matter how or why or by whom caused (except loss or damage by fire) and leave premises clean and in perfect order and repair at termination of his work.

STORAGE OF MATERIALS

The mason contractor shall assume full charge of space for the storage of materials on premises, allotting space to the various contractors in such a manner as will facilitate the work. All materials shall be stored within the lot line as indicated on drawings.

EQUIPMENT.

The attention of each contractor is invited to the following list which exhibits certain items of equipment, which will not be included in the general building contracts but which will be furnished and installed by others.

Unless otherwise specified or indicated on the general drawings, all cutting, patching and repairing of the structural work or finish which may be required in order to permit of the installation of equipment shall be done and at the expense of the contractor for the equipment, but wherever the work of the several contractors, or their sub-contractors, comes in conjunction with equipment installation, said contractors shall co-operate in every way with the Owner, Architect and contractors for the equipment, for the successful installation of same.

List of items which will not be included under the general building contractors:

- Sidewalks
- Finish grading
- Seeding of property
- Vacuum cleaners
- Steel lockers
- Curtain for stage
- Furniture
- Window shades
- Auditorium seating
- Gymnasium equipment, including racks, ladders, apparatus, etc
- Flag
- Motion picture machine
- Equipment in laboratories, indicated "Eq" on drawings

CLEANING

On completion of the building and when directed by the Architect, the entire building shall be thoroughly cleaned and delivered ready for occupancy.

FINALE.

The several contractors shall make the whole job complete and perfect according to the true intent of the drawings and specifications.



HEATING AND VENTILATION

## REFERENCE.

General Conditions of the contract. The Contractor for the Heating and Ventilation work shall be held to have read all of the General Conditions of the contract and the Supplementary General Conditions, before submitting a tender for the proposed work, he will be bound by all of the conditions and requirements therein.

The contractor hereto is referred to Article #41, of the General Conditions, in reference to furnishing and installation of the various items of equipment, which are not included in this contract but which may be installed in conjunction with the work of the contractor hereto.

## CO OPERATION WITH AND RELATION TO OTHER CONTRACTORS

The contractor hereto is to co-operate with the contractors at all times for the other work in connection with the building, in order that the work progress with all the speed possible. He is to consult with the contractors for the other trades, furnishing working layouts, previous to starting of work by other trades.

## SCOPE OF WORK UNDER CONTRACT.

The work included under this contract shall comprise the construction, erection, connection and completion of a thoroughly efficient and properly equipped system of heating and ventilating apparatus, fully adapted to the conditions and requirements of the new building, as herein specified and as indicated on the drawings (including boilers and boiler equipment, piping, pipe covering, radiation unit heaters, etc.) and its delivery to the Owners in all respects ready for use.

## DRAWINGS.

Before proceeding with the work, the contractor shall submit to the Architect for approval, detail working drawings (in triplicate) boilers, foundations, breechings, unit heaters, etc.

Boiler drawings must show boilers in place in boiler room with smoke breeching.

Contractor shall also submit for approval, a complete piping layout, revised as may be necessary for apparatus as approved.

All drawings called for must be delivered to the Architect within 30 days from date this contract is awarded.

## WORKMANSHIP AND MATERIALS

The contractor must, at his own expense, perform all labor and furnish all material, apparatus, fittings, fixtures and appliances of every kind and nature required for the completion and for the connection and proper working of the various installations included in this contract, even though not particularly mentioned in the specifications nor shown on the drawings.

All labor must be thoroughly competent and skilled, and all material, appliances and apparatus must be of the latest pattern, of standard design and the best of the various kinds specified and free from all defects which would impair their efficiency, durability or appearance.

All workmanship must be performed in a skillful, neat and workmanlike manner, in accordance with the best modern practice, for each class of work and to the satisfaction of the Architect.

## SAMPLES AND APPROVALS.

The approval of the Architect shall be obtained upon any material apparatus, fixtures or appliances, etc. which are not definitely specified, before proceeding with that portion of the work. Adequate samples and completed data shall be submitted to the Architect by the contractor for such approval.

Any article so submitted for approval will be understood to be

offered by the contractor as fulfilling the requirements of the contract in all respects, and no approval given by Architect shall relieve the contractor from such compliance in regard to the articles approved.

#### CUTTING AND REPAIRING.

All cutting, fitting, repairing and finishing of mason work, etc. that may be required for the operation contemplated in this contract must be done by craftsmen skilled in their respective trades, and at the expense of the contractor for heating and ventilating work, etc.

Cuttings shall be done in such a manner as not to weaken the walls partition or floors, and holes required to be cut in the floors must be drilled from below without breaking around the holes.

The approval of the Architect must be obtained before any cutting in floors, walls, partitions, etc. shall have been begun, and when approved, the work shall be done in a complete, thorough and workmanlike manner as directed.

Damage done through this work to walls, ceilings, floors or other parts of the building must be repaired by this contractor.

Chases and openings shall be constructed in the brick, tile or concrete walls or partitions, and holes will be left in the concrete and fireproof floors, as indicated on the drawings or as requested by this contractor, before same are constructed or formed, otherwise said work shall be performed by this contractor who shall use every precaution to avoid injury to other portion of the building.

This contractor shall furnish and set sleeves in concrete foundation walls and floors where pipes must pass through same.

This contractor shall determine and be responsible for the proper location and character of the herein mentioned holes, chases and other openings and shall give the mason due and proper notification in regard to the same. This contractor shall burn holes in steel beams, etc. of construction where necessary to run piping, consult with Architect.

#### PROTECTION OF APPARATUS.

This contractor shall at all times take such precaution as may be necessary, properly to protect all apparatus, fixtures and installations under this contract from damage of all kinds.

Failure of the contractor to comply with the above to the entire satisfaction of the Architect, will be sufficient cause for rejection of any piece of apparatus, etc. that may be in question.

All openings in piping system shall be securely capped or plugged until final connections are made.

#### STANDARDS.

Certain definite makes of the larger and more important apparatus are specified as standards. The contractor shall bid on the basis of furnishing the make specified, without substitution. He is invited to bid on any other similar makes of apparatus, naming any difference in price, and if it is decided by the Owner to accept such alternate bids, the specifications will be amended prior to the award or signing of the written contract.

Where specific brand or manufacture of material is called for in the specifications, these have been selected as proper and suitable for the particular service required, but it is not intended to limit competition. The term equal shall be understood to mean equal for the particular service for which the said article or material is specified.

#### GAUGES OF METAL.

All thickness of metal herein specified are given in United States Standard gauge for sheet and plate iron and steel.

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INSPECTION AND TESTING.

The Owner shall assume no liability nor responsibility for any portion of the installation under this contract until they are finally accepted in writing.

The final inspections and tests shall be made only after the Architect shall be satisfied that the work contemplated in these specifications has been completed in accordance with their true spirit and intent. The acceptance of the work herein specified shall not, however, prejudice any claim which the Owner may have for the replacement of defective materials or workmanship in accordance with the provisions of the "Guaranty" under these specifications. When all work is completed and ready to deliver, it shall be thoroughly tested by the Architect in order to ascertain if the requirements of these specifications have been complied with.

The contractor shall adjust all unit heaters so as to give the proper distributing of air to the various rooms, and shall leave the entire plant in first class working order. The necessary fuel and oil for the test and the fireman will be furnished by the Owner.

All other labor required for this test, including the adjustment of equipment, etc. will be furnished by the contractor.

GUARANTEE OF PERFORMANCE.

The contractor will guarantee to keep the entire heating and ventilating apparatus in repair, and in perfect working order for one year after the completion and acceptance of the same, and furnish free of cost to the board all material and labor to comply with the above guarantee, the year to date from the issue of the certificate for final payment. See also special guarantee under items of apparatus.

The contractor shall guarantee when the weather is ten degrees below zero to heat the assigned spaces as follows:

- (a) Class, recitation, study, auditorium, domestic, library, laboratory, locker and all rooms used for school purposes to 70 deg. fahr.
- (b) Corridors and toilet rooms to 65 deg. fahr.
- (c) Thirty five (35) percent humidity

The contractor will guarantee that the air circulated for ventilating purposes shall not be less than 30 cubic feet of fresh air per minute per pupil.

TEMPORARY HEAT

The heating contractor shall have the boilers, piping and other necessary apparatus for heating installed at the time for building is temporarily enclosed, and shall install with the temporary connections, adjacent to risers, having steam openings where designated by the General contractor, twenty (20) radiators with valves. Any changing of these radiators or any additional radiators to be connected temporary shall be paid for by the general contractor at the rate of \$6.00 per radiator and credited at the same rate if not required.

Said temporary radiation shall be so placed that the various operations in construction may be completed with a minimum of interference. The mason contractor will provide the fuel required for temporary heating, as above specified.

The heating contractor shall furnish the necessary fireman for operating the plant and shall be reimbursed by the mason contractor for this service in accordance with the prevailing scale of wages in this vicinity.

All other labor, supplies and expenditures for the above purposes, except above stated, shall be provided by the mason contractor. Any damage to the apparatus shall be repaired by the heating contractor. Heating contractor shall be responsible for entire heating system at all times.

Indicate on bidding sheet amount allowed if temporary heating in accordance with this paragraph is not required. Enough heating surface shall be installed to maintain 60 deg. at all times.

## BOILERS.

The heating contractor must furnish, deliver and erect in basement on foundation of hard burned brick in cement mortar, two (2) #S-1644-S Weil-McLean scientific combustion smokeless sectional boilers, as manufactured by the Weil-McLean Co.

Boilers must be furnished with the necessary appliances for operation, including special Webster low pressure damper regulators in place of the ones furnished, pop safety valve set to blow off at 5 lbs. pressure, water column, gauge, flue brush, flue scraper, poker, slice bar, etc. shovel and all other necessary firing tools and accessories and connections as may be required.

The heating contractor will provide substantial hooks at suitable point upon the wall on which the firing tools are to be hung.

This contractor must base his bid on the above boilers, and submit alternate figures on the following:

- 2 - #S-4812-S Ideal smokeless boilers, as manufactured by American Radiator Co.
- 2 - #1350 Capitol smokeless boilers, as manufactured by United States Radiator Corp.

## DAMPER REGULATORS.

Heating contractor must install a Webster low pressure damper regulator on each boiler in place of the ones commonly furnished

Regulators must be attached to check draft and ash pit door in approved manner, in such a way that the lever will not bind.

## BOILER BREECHING

Breeching and smoke connections from boilers to chimneys shall be made of #14 gauge black iron, constructed in general as shown on the drawings and shall be erected and supported in an approved manner, provide rods and turn buckles.

A damper shall be installed in each smoke connection to breeching, with counterweighted handles and chain and with suitable devices for holding same in any desired position.

## PIPING MATERIALS &amp; WORKMANSHIP

All steam pipe throughout the installation, including nipples, unless otherwise noted on drawings or specified, shall be mild steel which has received the mechanical process of spellerizing, as made by the National Tube Co. All piping shall be full weight standard pipe.

All piping shall be erected in a most standard manner at proper grades to secure rapid circulation and prompt return to boiler of all water of condensation, and so arranged as to prevent snapping noises and water hammering.

The piping shall be erected with due regard to expansion and contraction and properly suspended on approved clamps, hangers, brackets, rollers, floor stands and hooks, as approved by the Architect. No chain or wire shall be allowed.

Supports shall be placed not more than 10 feet apart.

All valves, fittings, appliances, etc. shall be furnished and connected up.

Provide at proper points in all pipe work and at all terminal connection from and to parts of apparatus, flanges or flange unions, so located that any pipe or device forming part of the heating installation may be readily removed without injury to any part of the system.

All screwed joints shall be made up with graphite and oil. Place inserts in concrete construction to support pipe hangers before concrete is poured.

## FITTINGS.

All fittings shall be of cast iron, standard weight suitable for 125 lbs. working pressure. All fittings for pipe sizes 8" and over shall be flanged, all other may be screwed.

On pipe 3½" and over, use standard cast iron flange unions. Bolts for same shall have square heads and hexagonal nuts. On smaller pipe use ground brass to iron hexagonal unions of Dart, Fairbanks, Crane or equal.

All flanged joints shall be fitted with 1/16" Rainbow ring gaskets. All pipe suspended from above shall be hung with Grabler, or equal approved expansion hangers, with joints at the pipe and at the ceiling. I-beam clamps shall be used whenever possible.

Provide approved roller supports for all underground lines. Where pipes pass through floor or ceiling or stud partitions, provide galvanized iron sleeves with heavy cast iron N P floor and ceiling plated, securely fastened in position. Where pipes pass through brick or concrete walls, use steel pipe of sufficient size to allow for expansion. Sleeves shall not extend beyond face of wall on either side. Sleeves in concrete foundation must be placed or contractor must do necessary cutting for same.

## STEAM MAINS.

From the outlets provided on each boiler, full size connections must be made to 8" steam headers. Each of the 8" steam headers must be connected to a 10" main steam header. Each of the 8" connections must be provided with a gate valve, and must be dripped through a 3½" pipe into the return header. From the top of the main 10" steam header a 3" line, properly valved, must be run to and be connected with the hot water generator. From the top of the 10" main steam header an 8" line, properly valved, must be run to point noted on the basement plan, where same will rise to the attic space. Main will be run in attic space in manner noted on the plan, decreasing in size as the various connections are taken therefrom.

The base of each of the down-feed risers from this 8" main must be dripped through a dirt pocket, a cooling leg, and a ¾" thermostatic trap, into the dry return main.

The base of the main 8" steam riser to the attic must be dripped through a 2" pipe, provided with check valve into the wet return main.

From the top of the main 10" steam header, a 4" valved line must be run to point noted on plans, where same will rise and be run in space above the auditorium ceiling, decreasing in size as the various connections are taken therefrom.

The base of each of the drop risers from this auditorium main must be dripped through a 1-1/4" pipe, provided with check valve into the wet return main, except as noted on the plans where same must be dripped through cooling leg, a dirt pocket, a ¾" thermostatic trap, into the dry return main.

Supply mains must be graded in direction indicated by arrows not less than 1" in 20 ft. Unless otherwise noted on the plans, connections must be taken from top of the mains.

New levels may be obtained in supply mains by raising same, but wherever a rise occurs, same must be properly dripped.

Valves must be provided at points indicated on the plans and at such other points as may be necessary in order to properly control the system.

## DRY RETURN MAINS.

Connecting with the various return risers, the air lines from the auditorium radiators, and unit heaters, and the various dry drips, a system of dry returns must be run as noted on the plans. These returns will unite in boiler room into one 3½" main return, which will be connected to the proper tapping of the modulation vent trap. Dry returns must be run in trenches, where noted. Dry returns must be graded in

## DRY RETURN MAINS (CONT'D)

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direction indicated by arrows, not less than 1" in 20 ft. and where the dry return enters the vent trap, same must be no less than 30" above the water line of the boilers. All connections must be taken into the top of the dry return main.

## WET RETURN MAINS.

Connecting with the various wet drips and the returns from the direct radiators and unit heaters in the auditorium as noted, a system of wet returns must be run in manner, and of sizes, noted on the plans. This wet return will receive the discharge from the boiler return trap and the modulation vent trap, after which same will run 4" in size to a main return header. This 4" return header to be connected to the 4" return header on each boiler.

The return connections to each boiler must be provided with a gate valve in order that each boiler may be controlled separately. The return from the unit heaters and direct radiators in auditorium, as noted, will be discharged to the wet return. Each of these connections must be provided with a check valve.

At point where each connection drops to the wet return same must be vented through a thermostatic trap into the top of the dry return main, which runs in the space above the auditorium ceiling.

## RISERS.

A system of supply and return risers must be run up and down through the building, of size shown on the floor plans, these risers to be run with ample provision for expansion and contraction, so there will be no lifting of radiators or other strain on any part of the system under any condition.

Supply connections from radiators must be made so the radiator inlet valve will be at the top of the radiator, and the return connection must be at the bottom of radiator on the opposite end from the supply, as is usual practice on hot water types of radiators. Lateral runouts from risers to radiators to be run under floor, concealed as may be approved by the Architect.

Base of all downfeed risers must be dripped as noted in the plans, or as hereinbefore specified.

## BOILER RETURN TRAP & VENT TRAP

At point noted on the ground floor plan, contractor must furnish and install (1) #323 Webster or approved equal, boiler return trap and (1) #323 Webster, or approved equal modulation vent trap. All connections around these traps must be made complete by this contractor as per manufacturers detail.

Boiler return trap must be guaranteed to return the water of condensation to the boilers and to prevent the building up of any water in the dry return when operating the boilers on any pressures up to 10 pounds gauge.

## RETURN TRAPS.

The return end of each direct radiator and unit heater throughout the building and the vents from drips at ends of steam mains, must be provided with suitable size traps.

The base of all of the downfeed risers which are dripped to the dry return main must be provided with a 3/4" thermostatic trap. These traps must be thermostatic type, as manufactured by Warren Webster & Co. or approved equal. The thermostatic members must be multifold and the valve seat renewable. The traps must be guaranteed against defects for a period of 5 years. These traps must be guaranteed to permit the free passage of the products of condensation into the return main without the loss of steam.

## C.A.DUNHAM EQUIPMENT "ALTERNATE"

In place provided on bidding sheet, state amount added or deducted if Dunham equipment is substituted in place of that specified. No #1 traps will be considered.

MISCELLANEOUS PIPING.

From the tapping under diaphragm of each damper regulator, contractor must run a 1/2" pipe and connect same to the steam space of boilers. Heating contractor must also run a 1" cold water connection from outlet provided by the plumber in the cold water mains to each boiler. Cold water lines to be fitted with brass feed cock with handle attached. A 1-1/4" drain connection must be provided properly valved, from each boiler.

All necessary pipe and fittings for connecting up gauges, safety valves, etc. are to be provided by the heating contractor.

VALVES.

All valves used in the installation, unless otherwise noted on drawings, or specified shall be standard valves, suitable for 125 lbs. working pressure, as manufactured by Kennedy, Jenkins, Pratt & Cady, or valves equal thereto, both in weight and construction.

GATE VALVES.

All valves 2 1/2" and above shall be iron body, bronze mounted, with outside screw and yoke, rising spindle. Valves 8" and over must be flanged valves, up to 8" may be screwed.

All valves up to 2 1/2" shall be standard pattern, brass valves with stationary spindles and inside screw.

Gate valves shall have double seated wedges and renewable seat rings.

CHECK VALVES.

Shall be horizontal swing check of Pratt & Cady, Jenkins Bros. Lunkenheimer, or approved equal. All check valves 3" and under shall be brass. 3 1/2" valves and over may be iron body.

RADIATOR VALVES.

Supply valves on radiators not thermostatically controlled and on all unit heaters, must be union connection, angle or corner offset, valves, with rough bodies and finished trimmings, nickel plated all over. Valves shall be "Sylphon" packless as made by the Warren Webster & Co. or valves of equal thereto as approved by the Architect.

These valves must be of the lockshield type.

COVERING

After all work has been tested and found to be tight and has been accepted by the architect, all steam mains and runouts, water pipes, fittings and valves (except 2" valves and under) shall be covered with four ply air cell covering as made by the H.W. Johns-Manville Co., Philip Carey, or the Keasby Mattison Co. All exposed risers shall be left uncovered. The supply and the returns to the two unit heaters in the auditorium must be covered with 1 1/2" thickness of 85% Magnesia air cell covering where same runs in the cold air chamber.

All of the above covering shall be finished with standard canvas jacket, the laps well pasted and securely wired with strong, lacquered metal bands, three to each joint of covering.

All risers and horizontal pipes in finished rooms shall be fitted with covering caps to receive the ends of the covering at both visible ends.

All fittings and valves above 2" shall be covered to the same thickness as the adjacent pipes and canvassed.

The boilers shall be covered with 2", 85% magnesia blocks securely wired in place, well cemented together and finished smooth with 1/2" thickness asbestos cement, to the approval of the Architect.

The hot water generator must be covered with 1" fire felt, firmly wired in place with #12 gauge wire. Over this place metal lath and cover with 1" plastic asbestos cement, troweled to a smooth surface

and covered with 10" duck, stitched in place.

The independent coal fire water heater should be covered with 1" plastic asbestos. Over this securely fasten galvanized chick wire 1" mesh, to which apply 1/2" coat of asbestos cement and 1/4" cement asbestos mixture, troweled smooth.

Before banding all covering which is in finished rooms shall receive two coats of white lead and boiled linseed oil, tinted as directed. All other covering shall be painted with two coats of cold water paint.

All covering, jacketing and painting shall be done by journeyman "skilled" in their trade and to the satisfaction of the Architect.

#### DIRECT RADIATION.

Provide and erect the radiators at the points shown on the drawings. All radiators shall be plain cast iron sectional radiators either the standard or the wall type as indicated on the drawings, of the "Peerless" design, as made by the American Radiator Co. the "Princess" design, as made by the H.B. Smith Co., the "Triton" design, as made by the U.S. Radiator Co. or other approved plain C I radiation equal thereto, of the hot water type with supply tappings at the top and return tappings at the bottom, opposite ends.

All standard radiators shall be legless, hung upon concealed adjustable radiator brackets of approved type, and back of the brackets shall come flush with the finished plastering and shall be secured to the wall with 3/8" lag screws and expansion shells. For hollow tile walls, the brackets shall be fastened with lag screws to hard wood grounds. The grounds shall come flush with finished plaster and shall be secured to wall with wing bolts.

All radiators shall have standard setting with approximately 2" clearance between back of radiator and finished plastering.

Heating surfaces, number of sections and height of radiators are noted on drawings as nearly as they can be predetermined. Heating contractor must verify in each case the height from finished floor to window sill before ordering radiation.

All radiators are to be thoroughly cleaned of core sand by a thorough washing before leaving the factory, the outlets and connections to be tightly plugged until connected.

#### RADIATOR CONNECTIONS.

All radiators shall be connected up complete with all necessary pipe work, valves, fittings, etc. The connections shall be made through joints in an approved manner, with steam and return connections in floor construction (unless otherwise noted on drawings) and shall be so arranged as to drain towards the riser.

All offsets shall be made with fittings, no bent pipes shall be permitted. Eccentric fittings shall be used throughout to prevent trapping of water.

Radiators shall be tapped of the sizes scheduled on drawings.

#### TRENCH PLATES.

Contractor must furnish and install steel trench plates of sizes noted on the plans. These trench plates must have a rough surface and must be securely fastened to angle frames, provided by the contractor

#### UNIT HEATERS.

Contractor shall furnish and install in strict accordance with plans, specifications and manufacturers instructions, all mechanical unit heaters, as noted on the drawings. These shall be the recirculating type of "Heato-Vent", as manufactured by the Buckeye Blower Co. and must be equipped to operate on single phase, 220 volt, 25 cycle A C current. Unit heaters must be guaranteed to fulfill the following requirements:



thorough diffusion to insure adequate air motion without drafts and must have a capacity as hereinafter specified. Each unit must be provided with filter.

Each unit shall be constructed that radiator will heat by gravity circulation of air within the room when fresh air intake is closed and fans are not running. Each unit heater must be guaranteed to raise temperature of air from minus 10° fahr. to 75° fahr. with steam at 5 lbs pressure at radiator for a continuous run of 72 hours without undue noise or overheating of motor. Unit heaters shall admit of immediate access to all parts.

When unit heaters are delivered on the ground and before they are installed in the building, the Architect shall have the right to select one at random and have the contractor set it up and test same. If the machine does not meet with the test, the Architect reserves the right to reject the whole lot. On the other hand, failure to make this test is not to constitute an acceptance of the machines furnished.

After the unit heaters have been installed, but before final payment is made, they shall on further request, be tested by the contractor in the presence of the Architect to prove that they perform in full accordance with the plans and specifications before they are accepted. Air volume shall be determined by means of standard A.S.M. & V.E. calibrated anemometer tests in the outlet of each machine. Volt meters, ammeters, or other instruments used in making tests, shall also be calibrated.

The two unit heaters for the auditorium must be designed as per detail, and must be located in the positions noted on the ground floor plan. The heater in this unit must be provided with two 2" supply connections and two 1-1/4" return connections. Proper dampers must be provided for bringing in fresh air or recirculating the air, all as noted on the detail.

#### ALTERNATE #1:

This contractor must base his bid on the above unit heaters and submit alternate figures on the following:

- (a) Uni-Vent equipment as mfg. by the German Nelson Corp. Moline, Ill.
- (b) "Universal" " " " " " John J. Nesbit Co. Atlantic City, N.J.

#### WALL INTAKES

Wall boxes with weatherproof louvres and screens, shall be furnished as a part of all unit heaters. These shall be delivered by the ventilation contractor to the masonry contractor, with proper instructions so that they may be set in the walls at their proper location while the building is being erected. After completion of work they will be painted by other contractors, to match exterior.

#### ELECTRIC WIRING.

From outlets provided close to each unit by the electrical contractor, heating contractor must make necessary electrical connections to each unit and provide same with necessary control switches.

#### SCHEDULE OF UNIT HEATERS

##### GROUND FLOOR

Room #2 Two (2) special 3000 CFM capacity  
 " #4, 5, 8, 10 and 13 One (1) #157 1250 CFM "

##### FIRST FLOOR

Rooms 104, 105, 108, 113, 114, 116, and 117 One (1) #157 1250 CFM capacity

##### SECOND FLOOR

Room #216 One (1) #167 1500 CFM capacity  
 Rooms #204, 205, 210, 213, 214 One (1) #157 1250 " "  
 Room #203 One (1) #137 750 " "

Contractor must leave plugged outlets for future #137 unit, as noted on the plan in room #214. All units must be equipped with single phase, 220 volt, 25 cycle, split phase AC motors.

.14  
UNIT HEATER CONNECTIONS

Each unit heater must be provided on the supply end with a 2" supply valve, except the unit heaters in rooms #203 and 213, which will be provided with a 1½" valve, and the two auditorium units, which will have two 2" connections from a 3" gate valve. All valves with the exception of those on the auditorium units, will be of a type specified in another clause of these specifications.

Each unit heater, with the exception of the two auditorium units, must be provided on the return end with a ¾" radiator trap, of type specified under another clause of these specifications, and with a capacity for handling not less than 500 sq.ft. of direct radiation.

Each of the auditorium units must be provided with two 1-1/4" connections to the wet return. Each of these connections must be provided with a check valve and each connection must be vented through a 1/2" thermostatic trap into the air line which runs in the space above the auditorium ceiling.

TOILET AND LABORATORY EXHAUST FANS

The heating contractor shall make the metal connections from the toilet flues to the toilet ventilators, as shown on drawings.

He shall furnish and install on suitable frames, fans direct connected to electric motors of standard manufacture. Motors must be wound to operate on single phase, 25 cycle, 220 volt current. Fans shall be the #3 Ventura type, as manufactured by the American Blower Co., or equal standard, operating at 720 RPM, with 1000 CFM capacity. Fans to be equipped with 1/8 HP motors.

Connecting with the chemical exhaust hood in laboratory this contractor shall furnish and install suitably supported, one squirrel cage exhaust fan with direct connected single phase, 220 volt, 25 cycle current motor, with capacity for exhausting not less than 1500 cubic feet of air per minute. Fan discharge must be connected by means of galvanized iron duct direct to ventilator on roof, as noted.

Fan motors shall have remote control for starting and stopping.

GALVANIZED IRON WORK

All sheet metal work, as shown on the drawings and as herein specified, which may be required to carry out the intent of the work, shall be furnished and neatly erected by the heating contractor. All sheet metal shall be galvanized. The size of the ducts and branches are shown on the plans and are the minimum which will be allowed.

This contractor must run the necessary duct work as shown on the roof plan for connecting up the various vent flues and connecting same to the roof ventilators.

Ducts having a greater dimension 18" or less, shall be made of #26 gauge iron, from 19 to 30 inches of #24 gauge, from 31 to 60 of #22 gauge and from 61 and above of #20 gauge. The tops and bottom of all ducts over 30" wide to be corner paneled. All ducts are to be rigid, strongly supported with suitable hangers and braced with structural snapes to keep the lines to shape and to prevent buckling and vibration.

All joints to be made tight and all interior surfaces are to be made smooth and free from obstruction. Lock seams and slip joints with covering strips may be used on ducts 48" or less in width, ducts of greater width shall be made in sections with round about seams, every 36" properly stiffened, riveted and bolted together with structural angles of approved size.

All of the above duct work shall be installed in accordance with the arrangements and sizes indicated on the drawings and shall be erected in a thoroughly substantial and workmanlike manner, all true to size and section, perfectly smooth, straight and air tight, and the entire system as herein specified (including ducts, dampers, screens, etc.) shall be erected complete in every respect, and to the entire satisfaction of the Architect.

METAL LOUVERS TO AIR INTAKES

Furnish and place in all openings of air intakes above roof as indicated on the drawings, metal louvers and frames. Louvers to be constructed in accordance with scale details indicated on drawings.

DAMPERS.

All vent flues throughout the building shall be fitted with controlling damper of single leaf type and fitted with N P chain, catches pulleys and operating devices, as required.

VENTILATORS.

This contractor shall furnish and erect on roof where shown on plans

- 2 - 60" ventilators
- 2 - 30" "
- 2 - 18" "
- 1 - 12" "

These ventilators to be Burke, Royal or Globe, or equal approved. This contractor shall furnish and erect on roof one (1) 18" and one (1) 12" ventilator connected as noted on the roof plan. These ventilators to be Swartout, Efficco, or equal standard rotary.

All ventilators must be fitted to transforming bases, which shall cover the whole of the vent flue curbs. Bases shall be made of #20 gauge galv. iron properly braced and securely anchored to place. Flash the sides of the vent flue extensions in an approved manner, carrying the same down over the vent flue curbs at least 12", from this point flashings and roofings will be provided by building contractor. Provide openings in ventilator bases with tight fitting covers for access to dampers and air motors. Thoroughly brace and stay all ventilators. The ventilators, bases and flashings are to be made weathertight.

VENT SCREENS.

All openings indicated for the exhaust or recirculating of air from rooms shall be fitted with screens of approved design, fitted into metal frames. The screens shall be of expand metal, 3/8" mesh. Sizes of screens are marked on drawings and schedule. Frames shall be fitted with dampers and operating devices for controlling volume exhausted. Screens shall be similar to those manufactured by the American Warming & Vent. Co. Elmira, N.Y. Screens shall have received a priming coat before setting.

All screens shall be secured to wood frames, provided by other contractors, by wood screws. All shall be primed as specified before setting, but shall receive their final finish by other contractors. All shall be of construction, design and setting as approved by Architect.

GRILLES.

Over openings indicated in auditorium side of stage, place pressed steel grilles of stock design as selected and of sizes indicated, as made by Hart & Cooley, or Tuttle & Bailey Co.

AUTOMATIC CONTROL.

Furnish and install in rooms noted on plans, a complete system of temperature regulation of the Johnson make, and consisting of all necessary thermostats, switches, syphon radiator and coil valves, metal diaphragm damper closers, dampers, electric air compressors, tanks, gauges and pipe and fittings, all to be furnished and installed by the manufacturer of the temperature regulation system, with the exception of fitting the dampers in place and attaching the valves to the radiators and coils, which must be done by the heating contractor. The thermostatic damper motors and the pneumatic damper motors for each unit heater are to be furnished by the temperature control company and are to be forwarded by them to the manufacturer of the unit heaters, who will attach them

to the unit heaters before same are shipped from the factory.

#### THERMOSTATS:

The thermostats shall be of the compound metal diaphragm type and must be furnished with two separate relays, one to control the mixing dampers in the separate unit heaters, with intermediate action and the other to operate the valves on the radiators with positive action. The movements are to be suitably protected by ornamental covers of type selected by the Architect. These covers are to be finished to match the hardware, to be furnished with near mercurial thermometer, and provided with revolving adjusting dials and guards.

#### VALVES

The valves on the radiators and coils are to be of the metal diaphragm type with siphon seamless bellows that are to be furnished in the standard size and shape required by the heating plans, and are to be finished in nickel or bronze. Genuine Jenkins discs are to be used for all valve seats. These radiator valves are to be delivered to the heating contractor who will set them in place.

#### DAMPERS

Dampers are to be of #16 steel black japanned with iron frames and brass bearings. They are to be operated by metal diaphragm siphon draft regulators attached to the dampers. Dampers shall be furnished for the fresh air intakes to the auditorium units. They are also be furnished in all the vent connections to roof ventilators.

#### SWITCHES:

Furnish and install where directed, a switchboard made of 1" oiled slate and equipped with a 4½" nickel plated air gauge and nickel plated indicator switches. Each switch to be marked showing the unit which each controls and whether "open" or "closed". Separate switches shall control the fresh air intakes in the unit heaters on each floor. A separate switch will control the two fresh air dampers to the auditorium units. A separate switch will control the dampers in the two 60" ventilators for class rooms. A separate switch will control the dampers in the two 24" auditorium ventilators. A separate switch will control the dampers in the 18" revolving ventilator.

#### COMPRESSORS:

There shall be one electric motor driven air compressor which will be of ample capacity for the entire system and which shall be of ample capacity for the entire system and shall be equipped with automatic governor valve, gauge, etc. Together with all necessary connections and devices. Compressor and storage tank shall be located where directed, acceptably supported and stayed in position to the satisfaction of the Architect. The compressor shall be self governing and shall run only when air is needed to operate the system.

Electric wiring connections to motor shall be provided by contractor hereto. Also furnish all switches, panels and devices required to properly operate the system.

Electric wires of sufficient capacity will be brought to outlets under a separate contract.

#### AIR PIPING

The system of air piping shall be installed in an acceptable manner, made tight and all pipes shall be concealed except in boiler room. Pipe shall be Byers or Reading genuine wrought iron pipe, galvanized, all fittings shall be galvanized. All piping shall be graded so as not to collect water, provided with drain cocks at suitable intervals and pitch towards air tank. All piping shall be tested to 25 lbs. and proved tight, to the satisfaction of the Architect.

#### TEMPERATURE CONTROL GUARANTY:

The contractor for the heat regulating apparatus shall guarantee same to maintain in all rooms a temperature that will not vary more than one degree above or below the point at which the thermostat is set.

That the system as a whole shall be noiseless in operation, complete and

effective in every detail.

When the plant is complete this contractor will adjust all thermostats to give the desired temperature, as directed, and will leave the completed system in first class working order. These adjustments shall be made at the beginning of the first heating season.

He shall also agree to keep the heat regulating apparatus in perfect repair for a period of one year from the date of final certificate for payment, without expense to the Owner.

#### ALTERNATE #1;

In place provided on bidding sheet, contractor must state the amount to be added or deducted in case;

(1) Powers equipment is substituted in place of that specified

#### ALTERNATE #2:

In place provided on bidding sheet, state amount to be deducted from base bid if the automatic regulation is omitted from all direct radiator and unit heaters. These direct radiators and unit heaters to be equipped with hand valves of type herein before specified for those radiators not already controlled.

NOTE: This alternate does not contemplate the omission of pneumatic control of dampers in the fresh air flues to auditorium unit heaters and to the various connections to roof ventilators, hereinbefore specified.

#### WATER HEATER AND STORAGE TANK

Provide and connect up complete with all necessary boiler, steam, drip and return connections, one storage type hot water heater. This heater shall be the Patterson Type B heater, with a #6-5 storage and a 4-H heating section, which shall have an hourly capacity of 250 gallons of 40 to 180° F. of steam and atmospheric pressure. Same must be tested to 200 pounds pressure.

Hot and cold water connections to tank will be made by other contractors.

Provide a temperature regulating apparatus on heater to control steam supply to same. This to be Ideal, Sylphon, Sarco, or approved Heater to be the #07 Ideal, with necessary Ideal regulator.

Hot water tank to be suitably supported on cast iron cradles with pipe support and to be provided with the following tappings:

hot water	2½"	Steam supply	3"
" " return	1"	" return	1½"
Cold " "	2"	Blow off	1"

All connections between the hot water generator and the tank heater must be made complete by this contractor in order that the hot water generator can be heated by either the steam boilers or the tank heater. All these connections must be properly valved.

#### PAINTING.

After all other contractors have finished their work, the heating contractor shall clean the radiators and piping (not covered) and prime the same with one coat of "Ideal" primer, or equal. This surface shall then receive one coat of radiator bronze, color selected by Architect.

All exposed iron work about the boiler room and all structural iron used in construction of dampers, etc. throughout the installation, shall be cleaned and repainted with black asphaltum, in addition to the shop coat. Vent screens shall receive only a shop prime coat as herein specified. Ventilators and bases shall receive a shop prime coat of Galvanum paint.

All flashings about ventilator bases shall be painted, both sides, with Galvanum paint, the outside with two coats.

All rubbish about the boiler room shall be entirely removed and left to the satisfaction of the Architect.

CARL C. ABE, A. S. A.

*Carl C. Abe* August 23rd, 1926

GENERAL  
MASON WORK

Specifications of labor and material required for Mason Work, for High School Building, to be erected on School Site, South Side of Beckwith Ave., Scottsville, New York.

All work must be performed in accordance with the following specifications and accompanying drawings, consisting of Eleven (11) sheets, numbers:

1/11, 2/11, 3/11, 4/11, 5/11, 6/11, 7/11,  
8/11, 9/11, 10/11, 11/11 - General Drawings

CARL C. ADE, A.I.A.  
Architect  
104 East Ave.  
Rochester, N.Y.

August 23rd, 1926

Job Number 946

SET NUMBER

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GENERAL CONDITIONS

The Standard Form (Fourth Edition 1925) of the American Institute of Architects, entitled "The General Conditions of the contract for the Construction of Buildings", shall be considered as an incorporated portion of this specification. Contractors not familiar with these General Conditions may obtain a copy upon request of the Architect.

SUPPLEMENTARY GENERAL CONDITIONS

The term (Owner) as employed herein, shall mean the Board of Education of Union Free School District #1 Town of Wheatland, Monroe County, Scottsville, New York. Authorization by the Owner shall be written order duly authorized by resolution of the Board.

The term (Contractor) as employed herein, shall mean the person or persons who have contracted with Owner for the execution of the work.

The term (Architect) as employed herein, shall mean Carl C. Ade, employed by the Owner as Architect for this building.

INSTRUCTIONS TO BIDDERS.

Proposals to be entitled to consideration must be made in accordance with the following instructions.

Proposals must be in the form provided by the Architect and all blank spaces in the form shall be fully filled. Numbers shall be stated both in writing and in figures, the signature shall be in long-hand and the completed form shall be without interlineation, alteration or erasure.

Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications will be considered.

Proposals shall be addressed to the Clerk of the Board of Education Mr. Louis E. Boutwell, Scottsville, New York, and shall be delivered to his residence enclosed in an opaque sealed envelop addressed to him, marked "Proposal" and bearing the title of the work and the name of the bidder.

Should a bidder find discrepancies in, or omission from the drawings or documents, or should he be in doubt as to their meaning, he should at once notify the Architect who will send a written instruction to all bidders. Neither the Owner or Architect will be responsible for any oral instructions.

Before submitting a proposal, bidder should carefully examine the drawings and specifications, visit the site, further inform themselves as to all existing conditions and limitations, and shall include in the proposal the sum to cover the cost of all items included in the contract. The competency and responsibility of the bidders and their proposed sub-contractors will be considered in making the award.

Any bulletins issued during the time of bidding are to be covered in the proposal and in closing the contract they will become a part thereof.

Bids will be received on General Work, which shall include Mason Work, Carpenter Work, Painting and Roofing & Sheet Metal. Separate bids on Electric, Plumbing and Heating & Ventilation.

All proposals shall be made strictly in accordance with the bidding sheet. Where alternate or separate figures are called for, price on such work shall be stated.

Proposals shall be accompanied by certified check in a sum equal to five (5) percent of the amount of the bid. "Bid bond will not be considered. Deposits shall be made payable to the Board of Education of Scottsville, and shall be enclosed in the envelop containing bid, and shall be held by the Clerk of said Board until forfeited or returned as herein provided. Deposit of unsuccessful bidder shall be immediately returned to him. If the contract shall be awarded to the bidder, the check shall

be returned to him immediately upon the signing of the contract for the work and furnishing surety hereafter called for, but if he shall fail to appear at the office of Clerk of the Board of Education on or before the tenth day after the contract shall be awarded to him, and duly execute and acknowledge same and furnish the surety hereafter called for, he shall forfeit his deposit.

The Clerk of the Board of Education will mail such successful bidder, notice in writing within thirty (30) days from opening of bids to the effect that the contract has been awarded to him, but the mailing or receipt of such notice shall not be condition precedent to the forfeiture of the check of any bidder as hereinbefore provided.

The surety required shall be a surety bond given by a responsible surety corporation, approved by the Board of Education, equal to full amount of contract and include maintenance for a period of one year from final payment. Premium shall be paid by contractor.

Agreements and surety bonds will be executed in accordance with the form prepared by the Board of Education. The General Conditions of the contract, the specifications and the drawings to which reference is made together with the agreement, shall constitute the contract for any and all branches of the work and shall be referred to in interpretation of the contract.

Contractors submitting bids shall guarantee their bid for a period of thirty (30) days after the date of opening of bids.

The Owner recommends to contractors that when surety bonds, labor and material can be purchased at equal prices or upon equal terms, preference shall be given to dealers and contractors of the village of Scottsville. The Board of Education reserve the right in its discretion to reject any or all bids as the interests of the district may appear.

#### CONTRACT DRAWINGS.

The plans and specifications shall be considered as fixing the general character and extent of the work. Parts not detailed shall be constructed in the customary manner for that class of work, so as to maintain the strength and complete the parts they compose.

The plans and specifications are to be construed together, so that any work shown on one and not called for in the other, or vice versa, is to be executed by the contractor the same as if mentioned in both.

Contractor will understand that work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned, and contractor will be held to provide all labor and material necessary for entire completion of work intended to be described and shall not avail himself of any manifestly unintentional error or omission, should each exist.

Where dimensions or other information are lacking in the plans or specifications, or conflicts occur, the contractor shall not scale the drawings or proceed with the work affected, but shall apply to the Architect who will furnish the necessary information.

When parts of the building are indicated, the balance shall be considered as a repetition and where any detail is started upon a drawing it shall, in the construction, be carried the full length of the part and similar parts that it details.

The Architect shall have the right to alter and modify the plans and specifications and the contractor shall incorporate such changes in his work without invalidating the contract in any way. Where such alterations or modifications increase or decrease the contract price, the amount involved shall be agreed upon in writing before proceeding with the work affected.

The contractor shall be responsible for errors made in using old drawings after new drawings showing revisions have been issued to him. All contract drawings as furnished by the Architect for use at the building shall be mounted on compo board by the contractor for use of superintendent

All notes or memoranda shown on drawings that apply to work included in these specifications are to be carried out by this contractor the same as though they were distinctly specified herein.

#### INSPECTION OF PROPERTY.

Before submitting proposals, bidders shall carefully examine drawings and specifications, visit the site, and fully inform themselves of all existing conditions and limitations, and tendering of a proposal under these specifications will be considered a sufficient guarantee that such examination has been made and the signing of contract is an acceptance of all such conditions on the part of the contractor.

#### EXTRA WORK.

No work will be considered extra, unless same is done under written order from Architect, and written order must either state the amount of compensation or the contractor must fill out a daily report, giving the amount of time and materials used each day.

Bills for extra or additional work must be submitted to Architect in writing on demand, and also before final certificate for payment on account of contract will be given, and unless otherwise agreed, no payment on such bills will be made until final settlement. No bills for extra work will be considered or paid by the Owner, except where same have been properly ordered in writing as stated above.

#### STANDARDS.

Certain definite makes of the larger and more important apparatus are specified as standards. The contractor shall bid on the basis of furnishing make specified without substitution. He is invited to bid on any other similar makes of apparatus, naming the difference in prices. If any, and in case of such alternate bids, if it is decided by the Owner and Architect to accept such substituted makes, the specifications will be amended prior to the award or signing of the written contract.

Where specific brand or manufacture of material is called for in the specifications, these have been selected as proper and suitable for particular service required, but it is not the intention of the Architect to limit competition. The term "Equal Standards" shall be understood to mean equal for the particular service for which said article or material is specified.

#### GUARANTEE.

The entire work comprehended in these specifications and accompanying drawings, including all extra work in connection herewith, is to be done in the very best and most workmanlike manner to a complete finish to the entire satisfaction and final acceptance of Architect, and guaranteed for a period of one (1) year from date of completion, to serve the purpose for which it is put in, and contractor must make any repairs without extra charge when such repairs are made necessary by reason of unsuitable workmanship and material.

No payments or certificates, final or otherwise, shall be construed to relieve contractor from his obligation to make good any defects arising or discovered in his work within one year after final payment has been made, nor as a waiver of any specific obligation the contractor may assume as to the durability of his work.

#### PROTECTION OF MATL'S & WORKMANSHIP.

All contractors shall protect with canvas, tar paper and boards, their respective workmanship and materials immediately after it is placed and be responsible for same.

#### OBSTRUCTION AND REPAIR.

Contractors shall, until their work is completed and finally accepted by the Owner, keep premises in a cleanly condition, free from rubbish and from undue accumulation of surplus materials, occasioned during the

OBSTRUCTION AND REPAIR (CONT'D)

progress of the work under this contract.

At any time when the contractors are directed by the Architect to remove such rubbish or accumulation, or to change location of any materials which may constitute an obstruction to the progress of the work of any other contractor, he shall immediately comply with such direction. If this work of removal does not proceed within 24 hours after said notice, Owner may remove same and deduct the cost thereof from final payment on contract.

Contractors shall repair any damage done to their work, no matter how or why or by whom caused (except loss or damage by fire) and leave premises clean and in perfect order and repair at termination of his work.

STORAGE OF MATERIALS

The mason contractor shall assume full charge of space for the storage of materials on premises, allotting space to the various contractors in such a manner as will facilitate the work. All materials shall be stored within the lot line as indicated on drawings.

EQUIPMENT.

The attention of each contractor is invited to the following list which exhibits certain items of equipment, which will not be included in the general building contracts but which will be furnished and installed by others.

Unless otherwise specified or indicated on the general drawings, all cutting, patching and repairing of the structural work or finish which may be required in order to permit of the installation of equipment shall be done and at the expense of the contractor for the equipment, but wherever the work of the several contractors, or their sub-contractors, comes in conjunction with equipment installation, said contractors shall co-operate in every way with the Owner, Architect and contractors for the equipment, for the successful installation of same.

- List of items which will not be included under the general building contractors:
- Sidewalks
- Finish grading
- Seeding of property
- Vacuum cleaners
- Steel lockers
- Curtain for stage
- Furniture
- Window shades
- Auditorium seating
- Gymnasium equipment, including racks, ladders, apparatus, etc
- Flag
- Motion picture machine
- Equipment in laboratories, indicated "Eq" on drawings

CLEANING

On completion of the building and when directed by the Architect, the entire building shall be thoroughly cleaned and delivered ready for occupancy.

FINALE.

The several contractors shall make the whole job complete and perfect according to the true intent of the drawings and specifications.

MASON WORK

## REFERENCE

General Conditions of the contract. The contractor for this work shall be held to have read all of the General Conditions of the contract and Supplementary General Conditions, before submitting a tender for the proposed work, and in the execution of his work, he will be bound by all of the conditions and requirements therein.

The contractor hereto is referred to Article #41 of the General Conditions of the contract and to Supplementary General Condition, in reference to the furnishing and installation of various items of equipment which are not included in this contract, but which may be installed in conjunction with the work of the contractor hereto. The contractor hereto is also referred to "Instructions to Bidders", attached to and forming a part of this specification.

CO OPERATION WITH & RELATION  
TO OTHER CONTRACTORS.

The contractor hereto is to co-operate with the contractors at all times for the other work in connection with the building, in order that the work progress with all the speed possible. He is to consult with the contractors for the other trades so as to leave all openings, chases, etc. as required by them for their work, whether or not indicated on the drawings. Close up and fill around all openings, chases, etc. when so directed by the Architect.

The mason contractor in laying out and constructing concrete floors and other construction under his contract, and in relation to apparatus under other contracts (plumbing and drainage, heating and ventilating, electric work, etc.) shall be governed by exact dimensions and locations taken from working layouts of the said respective contractors.

## STREETS, SIGNAL LIGHTS, ETC.

The contractor hereto shall maintain the street fronts of premises clean and open for traffic and shall furnish and maintain in proper working order the requisite number of street lights, guards, etc.

## TEMPORARY WATER CLOSETS.

The contractor hereto shall construct a temporary water closet for the use of the men employed in the building. The water closet shall be placed at an approved location, shall be strongly constructed with matched walls and floor and composition roof, well formed seats, doors, etc. shall be screened to secure privacy and maintained clean and sanitary until ordered discontinued by the Architect, when it shall be removed, the vault cleaned and disinfected and backfilled.

## OFFICE AND STORAGE SHEDS.

The contractor hereto shall erect at an approved location on the premises, an office building of the size and character below specified.

The office building shall be not less than 12 ft. wide, 20 ft. long and 10 ft. high. It shall have a strong frame, matched properly blocked and raised from the ground.

One end shall be partitioned off with a tight partition having a suitable door and lock, making a room about 10'x12" with a wide wooden shelf for office use by the Architect or his representative at the bldg.

There shall also be suitable shelf in each office with racks for the convenient storage of drawings, and both rooms shall be provided with adequate sash for lighting and kept clean and comfortably warm in winter by the contractor hereto. Contractor shall install telephone and pay for use during entire construction of this contract. Long distant calls charged to contractors or sub-contractors using same. Suitable strong

and watertight storage sheds shall also be provided by the contractor at an approved location on the premises for the safe storage of cement, etc.

#### HEATING OF BUILDING DURING CONSTRUCTION

The heating contractor will install the heating system at a time when the building is temporarily enclosed and will install with temporary connections, adjacent to risers, having steam openings where designated by the contractor hereto, twenty (20) radiators with valves. Any changing of these radiators or any additional radiators to be connected temporary shall be paid for by the contractor hereto at the rate of \$6.00 per radiator. The heating contractor shall furnish the necessary fireman for operating the plant and shall be reimbursed by the mason contractor for this service in accordance with the prevailing scale of wages in this vicinity. The fuel required for temporary heating and any other labor supplies and expenditures for the above purpose furnished by the mason contractor.

Any damage done to the apparatus shall be repaired by the heating contractor.

Should heat be required by the contractor previous to the completion of the roof and the closing up of exterior openings, in order to protect any work from freezing, he shall furnish said heat using Salamanders burning coke.

Temperature of 60 deg. shall be maintained throughout the entire building at all times.

#### EXCAVATION DRAINAGE.

Water is not expected in the excavation, if any, it shall be bailed or pumped out by the contractor and all excavation kept free from water until drains have been laid and completed.

#### WATCHMEN.

The contractor hereto shall at all times maintain the necessary number of watchmen on the property during the construction of this contract so as to prevent the unauthorized removal of property of the several contractors or the Owner, and to prevent the disfigurement or destruction of such property.

#### TEMPORARY STAIRS.

Unless the permanent stairways are erected as the building progresses, the contractor hereto shall construct from story to story, temporary stairs 3 ft. wide with 2" x 12" stringers and 2" treads nailed to 1" x 4" supporters spiked to the side of the stringers. To have 2" x 4" rails braced to the stringers. Stairs to be maintained until ordered removed by the Architect.

#### ENCLOSING THE BUILDING.

The enclosing of the building will be done by the contractor for the carpenter work.

#### EXISTING TREES (PROTECTION OF)

The mason contractor shall protect the existing trees along the street front, which might be injured by teaming or other operations by boxing with 2" plank set close together. Plank shall be kept at least 3'-0" from trunk of tree and be not less than 8'-0" high, maintaining this protection during the progress of the work. Guy ropes, etc. shall in no case be attached to trees.

#### NATURE OF SOIL.

The nature of soil shall be tested by the contractor hereto. Should actual operations reveal a variation in soil conditions the contractor will not be allowed any additional compensation, except in case solid rock excavation is required in which case adjustment will be made as hereinafter specified.

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#### EARTH EXCAVATION.

The contractor hereto shall do all necessary excavation for area of building indicated, for all walls, footings, piers, foundations, areas etc.

All such excavations to be made to depth shown or indicated on dwgs. All trench excavation to have side banks neatly trimmed to a vertical plane and bottom carefully trimmed to a perfectly level plane without filling. "Earth excavation" shall be understood to also include the taking out and removal of all boulders, loose rock and debris.

In places where the existing or present grade is below the required grade for this construction, the contractor hereto shall do all the necessary filling, settling with water and leveling to bring the existing grade to the required levels as indicated on drawings.

Excavation for plumbing and drainage work and the back filling of same, will be done by the contractor therefore and they shall move all excess materials.

#### ROCK EXCAVATION.

In case rock excavation is required in order to carry the excavations to the depth indicated on the drawings, such excavation shall be done by the contractor hereto. In case rock requiring blasting shall be found in any part of the area to be excavated, adjustment will be made with the contractor covering the extras and credits based on unit prices approved by the Architect.

#### CHANGES.

Should it be found necessary in the opinion of the Architect, prior to construction, to add or reduce the depth of dimensions or footings or foundations, and the excavation therefore, the adjustment will be made with the contractor covering the extras and credits based on unit prices approved by the Architect.

#### ROUGH GRADING.

All excavated earth shall be graded around entire building to the finish grade levels indicated.

In addition to the building excavation the contractor hereto shall excavate earth, furnish additional earth and fill to levels indicated on plot plan. Earth shall be graded to levels indicated within the circle

#### FINISH GRADING AND SEEDING?

The Owner through a separate contract will do the finish grading and seeding of entire premises.

#### BACK FILLING.

The space between all walls and earth banks to be kept free from fill and rubbish while building. When directed, fill between banks and walls to grade with suitable filling material approved by the Architect, this filling to be wet down thoroughly and tamped in layers as directed. Under no circumstances shall rubbish or debris from the building be used as filling around the walls.

In a like manner the contractor shall fill when directed by Architect, all cavities which may occur within the area to be covered by building, including all places where new levels are above present.

#### WATER.

The contractor hereto is to supply water for use in his work.

#### LOCATION OF BUILDING ON SITE.

The contractor shall under the direction of the Architect, and in accordance with the drawings, establish at some convenient point a permanent bench mark from which all levels, grades, etc. may be checked during the construction of the building. The contractor is to furnish at all times on the premises a suitable and accurate instrument for establishing and checking levels and also furnish the services of a person

LOCATION OF BLDG. ON SITE (CONT'D)

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capable of operating said instrument satisfactorily and shall check over and verify levels, measurements, etc. wherever so requested by the Architect.

The contractor is to stake out the building on the site in accordance with the drawings and under the direction of the Architect, and is to place all necessary stakes, etc. The Owner shall establish the lot lines.

CEMENT.

All cement used in construction of all work herein specified shall be a standard brand of American Portland cement, as defined by the Standard Specifications of latest date of the American Society of Testing Materials, and shall conform to all the requirements of said specification.

INSPECTION & TESTS OF CEMENT.

All tests of cement to be made in accordance with the methods proposed by the Committee on Uniform Test of cement of the American Society of Civil Engineers, presented to the society, January 21, 1903, with all subsequent amendments thereto, and the results of such tests to comply with the requirements of the Standard Specifications of the American Society for Testing Materials.

All cement to be properly stored and protected as hereinbefore specified. All cement to be inspected by the Architect on the premises and all tests to be made at such laboratory as the Architect shall designate. All tests to be made at the expense of the contractor. A mill tests on each shipment will also be required.

SAND "WASHED"

The sand to be washed clean, coarse, sharp sand, free from loam, dirt or other impurities, screened to the proper coarseness for the various uses and to be approved by the Architect.

AGGREGATE.

Unless otherwise specified, the aggregate for concrete shall be washed gravel or crushed stone, as elsewhere specified for quality and size, and may be either, except where crushed stone (or gravel) is specifically called for.

GRAVEL AND STONE.

Washed gravel and broken stone are to be used for concrete. In either case it shall be clean and sound and of a size that will pass through a 2-1/2" ring. Stone for concrete over metal lath of a size that will pass through a 5/8" ring and to be approved by Architect.

LIME.

Lime to be best quality lump lime brought to job in sealed barrels, freshly burned and free from all underburned lumps, or hydrated lime of an approved brand which meets the requirements of the Standard Specifications of the American Society for testing materials for hydrated lime.

MORTAR & CONCRETE.

The cement, sand and aggregate for all mortars and concrete must be mixed dry.

The quantities of sand, cement and aggregate must be measured. The water is then to be added gradually. Cement mortar or concrete must not be mixed faster than it can be used. Any cement that takes a set before it is used, will be rejected. Retempering will not be permitted.

MIXTURES.

For laying brick work, stone, tile and for general work, use  
One part Portland cement

Three parts sand, tempered sufficient with lime to work smoothly under the trowel

(cont'd next sheet)



For concrete walls, floors, etc. use  
 One part Portland cement  
 Two parts sand  
 Four parts aggregate

## CINDER OR GRAVEL FILL.

Cinders for fill under all concrete floors of ground floor shall be clean, crushed hard coal steam cinders to pass a 1" screen. If gravel is used it shall be standard run bank gravel. Minimum thickness of 3" properly pounded to receive concrete floor.

## CONCRETE FOOTINGS, WALLS, ETC.

Construct concrete footings, foundation walls, trench walls and flag pole base of sizes and depths indicated on plans. All concrete shall be waterproofed with A.C. Horn Co's. hydrated "eleven lbs. per cubic yard" Truscon waterproofing or other equal standard approved. Mixed and applied in accordance with manufacturers instructions. Contractor may use seven (7) pounds of hydrated lime to each ninety four (94) pound sack of cement as a waterproofing compound.

The concrete to be poured evenly around any continuous line of wall in one continuous operation. Form V shaped groove wherever walls are stopped during construction and place short rods to make perfect tie.

Contractor shall construct all corbels and leave all chases, openings, etc. in concrete walls as indicated on plans and as may be directed and required for the work of other contractors.

Place all anchors, studs, etc. which occur in connection with concrete walls as indicated or directed. After pipes, etc. have been placed through openings left in walls, fill around with waterproofed concrete.

## REINFORCING STEEL

The contractor hereto shall furnish and set where shown or specified steel reinforcing bars of approved type of deformed bar. Three 3/4" bars shall be placed near top of wall, continuing around entire building with 2'-0" laps. Three 1/2" bars shall be placed in footings continuous and 3/8" bars across 2'-0" apart. Reinforcing for concrete stairs, bleachers, stair platforms and landings, foundation walls, column foundations, roof and floor slabs, etc. as indicated.

Shop drawings shall be furnished by contractor for all reinforcing and submitted to Architect in triplicate.

## FORMS FOR CONCRETE CONSTRUCTION.

Forms for concrete walls, reinforced concrete slabs, stairs, etc. to be built of 1" matched boards held to proper spacing by struts and braces securely placed in position to secure perfectly plumb walls of concrete and uniform width and perfectly level slabs.

Exposed exterior and interior surfaces of concrete walls not indicated to be plastered are to be floated to a true and even surface immediately after forms are struck. The use of light gauge wire for support of forms will not be permitted.

## BAR JOIST CONSTRUCTION

Furnish and erect Massillon or Havemeyer bar joist where indicated on drawings, or equal standard approved. Provide necessary framing around all openings, vent, heat stacks, etc. Joist doubled under all partitions

All joist shall have sufficient lintel and wall bearing and solidly built into brick work and anchored.

Provide and erect end extension clip at each end of joist fastened to joist and wall to receive ceiling lath. Also provide heavy tie wire for anchoring bar joist to lintels over window openings.

Bridging shall be tension bridging of #14 gauge galv. wire placed at intervals of not more than 6'-0" apart and with a row placed not more than 3'-0" from end of joist.

(cont'd next sheet)

## BAR JOIST CONSTRUCTION (CONT'D)

Floor lath over joist shall be of 24 gauge 4 lb. approved type of painted 3/8" V ribbed expanded metal lath. All lath shall be laid with ribs running across joist, ends of sheet shall lap directly over joist, side laps lapped 1" and wired once midway between joist. Lath shall be secured to top of joist with approved wood wedges and "Ade" screed clips 12" O.C. furnished by the mason contractor.

Contractor hereto shall quote mason contractor separate price per hundred for wood wedges and "Ade" screed clips.

Lath specified hereafter under Metal Lath.

Concrete over bar joist shall be at least 2½" thick. Where cement finished floors are indicated the concrete subfloor shall be 3" thick leveled off to an even surface to receive 1-1/2" of cement. Where finished maple floors are specified, carpenter shall place sleepers fastened to screed clips which are to be placed by mason. Contractor hereto shall provide and place 1/4" temperature bars 16" O.C. run at right angle to rib of lath, except where maple floors are indicated.

NOTE: See paragraph "Wood Ceiling and Roof Joist Alternate" of Carpenter Specification. If that type of construction is adopted, Massillon bar joist indicated for main roof and entire second floor suspended ceiling will not be required. Metal lath for plaster ceiling of second floor will be nailed to ceiling joist.

## CONCRETE FLOORS.

The entire ground floor area of building shall be filled with cinders or gravel, well tamped and brought to level to receive concrete. Over this place 3½" of concrete mixed 1-2-4 and top off with 1½" top dressing mixed 1-2, except in rooms #1, 1A, 1B, 2, 4, 5, 10 and 13, wherein place of top dressing contractor hereto shall furnish and place Bulldog, or other approved sleeper clips placed 16" O.C. both ways to receive sleepers and wood floors and in places #6, 6A, 12 and 12A, wherein sub-concrete floor shall be kept 2½" low to receive quarry tile floor. Concrete floor in boiler room to be 6" thick. Concrete waterproofed same as is specified heretofore for concrete walls. Troweled smooth and graded to drain as indicated and directed.

Concrete floors throughout entire ground floor area shall be reinforced with 6" x 6" mesh #10 wire.

After wood sleepers where required on ground floor have been placed and leveled by carpenter, contractor hereto shall grout under same making a solid bed and shall be careful that sleepers are not disturbed.

Concrete floor over Massillon or Havemeyer bar joist construction shall be 2½" thick of 1-2½-3½ concrete. Concrete shall be screeded absolutely level to receive 1½" of cement flooring in places 103, 107, 107A, 109, 109A, 110, 110A, 110B, 111, 111A, 115, 115A, 115B, 203, 207, 207A, 208, 208A, 208B, 208C, 208D, 209, 209A, 211, 211A, 215

In class rooms and all places indicated on room schedule over bar joist construction, contractor hereto shall furnish and place approved sleeper clips 12" O.C. secured to top of bar joist to receive wood sleepers which will be placed by carpenter. These clips shall be placed in accordance with mfrs. and architect's instructions.

Metal lath for floor construction specified hereafter under metal lathing.

All finished cement floors shall be covered with sawdust layer 1" thick, as soon as surface is hardened and thoroughly wet for a period of not less than one week.

## CONCRETE ROOF.

Concrete roof over Massillon or Havemeyer bar joist construction shall be 3" thick of 1-2½-3½ concrete. Concrete shall be screeded absolutely level, graded to drain and troweled smooth to receive roofing felt.

REINFORCED CONCRETE SLABS.

Roof slabs of coal storage, pent house, fresh air intakes and floor slabs over rooms 2A, 2B, and slabs over vent ducts indicated for auditorium, pipe trenches and platforms and landings of interior stairs, shall be of reinforced concrete as indicated.

Detailed shop drawings shall be made by the contractor for all steel reinforcing in concrete work and same shall be submitted in duplicate to the Architect for approval. Concrete sizes to be used in preparation of shop drawings are listed as follows:

	LIVE LOAD
Roof slab coal storage, 14" metal tile, plus 4" concrete, top reinforced with 6" x 6" mesh #10 wire	500# per sq.ft.
Floor slab above #2A, 2B - 6 1/2" solid slab	100# " "
Stair platforms and landings 5" " "	80# " "
Roof slabs pent house and fresh air intakes 4" solid slab	40# " "
Reinforcing steel in tension 18,000 lbs. per sq.in. Reinforcing steel in compression 15 times the concrete stress at point where reinforced steel is placed. Extreme fibre stress of concrete under flexure in compression 750 lbs. Place 3/8" rd. bars 18" O.C. at right angles to all tension steel.	

ENTRANCE PLATFORMS.

Construct entrance platforms of reinforced concrete as shown on the drawings, to take the finished cast stone platforms and steps indicated.

FLOOR HARDNER.

Harden all concrete floors, exterior and interior platforms and stairs with A.C.Horn's "Hornstone Crystals" insolution, Master Builders method, Truscon or Lapidolith, as per mfgs. instructions and under their supervision.

CEMENT BASE AND BORDER

Place cement base throughout all places indicated to have finish cement floors. Base to be 6" high formed directly on masonry walls. Floor border shall be 3" wide, face of base flush with plaster. At floor angle the base and border will meet in a 2" radius. Finish hard, smooth and with floor hardner as specified for concrete floors.

AUDITORIUM BLEACHERS

Bleachers in auditorium to be constructed as indicated, of concrete reinforced with 6"x6" mesh #10 wire. Surface to be troweled perfectly smooth and treated with floor hardner as specified for concrete floors. Sections over vent ducts shall be reinforced with 3/4" Hyrib lath and rods to avoid use of wood forms.

CONCRETE PIPE TRENCHES.

Pipe trenches where indicated on drawings shall be constructed of concrete of dimensions shown, with 4" concrete floor, sidewalls and reinforced concrete slab cover. Where trenches are indicated to have iron plate covers this contractor shall leave rabbet so that top of covers will finish flush with finish floor level. Iron covers furnished by heating contractor.

ROOF CURBS.

Curbs indicated on roofs shall be constructed of concrete reinforced with vertical and horizontal bars.

PIPEPROOFING STRUCTURAL STEEL.

All structural steel shall be covered with at least 2" concrete or gypsum, provide wire mesh to thoroughly bond all fireproofing material. Steel columns shall be covered in a like manner.

SIDEWALKS, DRIVEWAY & FINISH GRADING

Sidewalks, driveway and finish grading will be let later by Owner under separate contract.

## BRICK WORK.

Exterior walls from top of base course shall be laid up with tapestry brick as selected by Architect, to cost \$35.00 per M. on the job. Laid in flemish or running bond with raked joints and with cement mortar as selected.

Interior walls of basement indicated shall be laid up with best quality hard burned shale, clay or sand line brick, that have an absorption not to exceed 15%.

Exterior walls of ground floor above base course level shall be built of solid brick work, except where indicated on drawings to be backed up with tile, in which case tile shall be approved load bearing type.

Exterior walls from first floor level to underside of roof joist backed up with interlocking hollow tile or approved load bearing six cell tile, except where indicated to be of solid brick. Walls above roof line tapestry brick.

All brick and tile work must be kept level and straight from end to end, vertical joints kept full of mortar and all thoroughly slushed. Galv wall ties shall be used to tie brick and tile work. The joints of all exterior and interior common brick work, except where indicated to be plastered, shall be neatly struck. As soon as steel lintels are placed over long span openings, contractor hereto shall place two vertical shores from window sill below to relieve load until brick work and concrete floors have set.

## HOLLOW TILE.

The inside course of exterior walls and interior walls indicated to be of hollow tile shall be laid up with first quality interlocking hollow tile or approved load bearing six cell tile of sizes indicated laid perfectly plumb.

## CINDER BLOCK.

The inside course of exterior walls and interior walls indicated to be of hollow tile may be laid up with first quality load bearing "5c" cinder block or other approved equal standard.

## GYPSUM TILE.

Partitions indicated to be of gypsum tile shall be laid up with United States Gypsum Co's. American, or Ebsary gypsum tile, or equal standard of thickness indicated. Tile set plumb straight and true and shall be wedged at the ceiling points and slushed in with mortar. Partitions shall be started with three courses of common red brick.

## CHASES, ETC.

The contractor hereto shall build all chases shown and any other that may be required hereafter for electric conduits, heating and plumbing pipes. After pipes have been placed and tested, contractor hereto shall cover all chases with metal lath and plaster.

## CHIMNEYS.

Construct chimneys where indicated of first quality hard burned brick with flue lining of fire brick for a distance of 20'-0" above flue intake. Provide 4"x12" tile flue lining for domestic science chimney. Provide iron cleanout door and thimble at bottom, exposed brick to be tapestry, finished off at top with reinforced concrete caps.

Install 3/4" galv. ladder rungs starting at a point 10'-0" above roof level. These rungs furnished under Miscellaneous iron contract.

Install lightning arrester consisting of two copper rods extending from the bottom of corbelling and anchored to brick work with brass holdfasts. The lower ends of the rods shall be connected by a loop of copper cable encircling chimney. A seven strand #10 wire copper cable will be carried down outside of chimney to suitable ground securely anchored to brick work with brass holdfasts.

## CAST STONE AND CEMENT

The entrances, entrance platforms, corner stone, base course, water table, panels, window sills, cornice, coping, ornaments, etc. of east, west and north elevations and returns on south elevation shall be cast stone of color and texture selected by Architect. Entrance platforms cast in place.

Cast stone shall be made of Portland cement of the best quality and crushed, hard marble and such other approved permanent mineral ingredients as may be required to produce the required color.

When stone shall have attained a suitable degree of hardness, all exposed surfaces shall be recut and all carving and lettering shall be executed in the manner directed by Architect.

Base course and sills of south elevation and east and west elevation of one story portion, to be cast cement with rubbed finish.

All cast stone and cement shall be sufficiently reinforced with steel to withstand transportation and erection. All lintels and similar members shall be additionally reinforced to carry the loads to be borne. Each stone shall be provided with suitably placed lifting hook or other device for handling it without marring the revealed faces.

Shop drawings and setting plans shall be submitted to Architect in duplicate.

At the completion the entire stone and cement work is to be carefully gone over and patched and trimmed where necessary.

## CAST STONE &amp; CEMENT "ALTERNATE"

State amount deducted if cast cement with rubbed finish is substituted for cast stone of entire exterior except entrance platforms and entrances of north elevation. Comply with all conditions of previous paragraph "Cast Stone and Cement".

## ANCHORS FOR CAST STONE, CEMENT, ETC

The mason contractor shall furnish all dowels, cramps, anchors, etc required and shall securely anchor all cast stone, cement, etc. to backing

## TILE COPING

Walls indicated shall be coped with salt glazed terra cotta coping. Natco or other approved, not less than 3'-0" length and proper width to cover wall. Tile shall be properly bedded and joints pointed with cement mortar.

## FLUES.

Contractor shall build all vent flues as indicated of 3" gypsum blocks, build in all registers and sweeps furnished by other contractors. Vent flues shall extend 6" above top of second floor ceiling joist.

## WOOD BLOCKS.

Contractor hereto shall build in blocks furnished by carpenter for securing wood work of exterior and interior where directed, for base, jambs, chair rails, stools, casings, etc.

## CLEANING DOWN, POINTING, ETC.

After completion of the building, all exposed exterior cement, stone and brick work shall be thoroughly cleaned with wire brushes and diluted muriatic acid, after which the entire work shall be thoroughly washed down with clean water.

All joints of coping, cornice, entrance cornice, water table, sills, etc. shall be raked out 3/4" and pointed with A.C.Horn Co's. "Vulcatex" Construction Specialty Co. Rochester, N.Y. Sales agent.

## METAL FURRING.

Furnish and place all metal furring as indicated on the drawings and hereafter specified. Metal furring will occur in connection with suspended ceilings, etc. in the following places:

## GROUND FLOOR:

Throughout entire ground floor except in rooms #4, 5, 7, 8, 10, 11, 13 and 14

## FIRST FLOOR:

Over recesses to all door openings and drinking fountain in corridor and soffit of stairs in stairwells #106 and 112.

## SECOND FLOOR:

Throughout entire second floor and over recesses to all door openings and drinking fountain in corridor.

The metal furring shall consist of 2" .553 pound channels suspended and placed 4'-0" on centers and 3/4" .376 pound soft steel channels placed 13" on centers fastened together securely with galv. wire as approved by Architect. Channels shall be suspended from above with #5 wire or rods placed two (2) feet on centers.

## METAL LATH.

The contractor hereto shall furnish and place all metal lath as herein specified and indicated on drawings for plastered surfaces except on masonry walls.

Massillon or Havemeyer bar joist construction of first and second floor, both floor and ceiling shall be lathed.

Massillon or Havemeyer bar joist construction for roofs shall be lathed on top to receive concrete roof slabs.

All stud partitions indicated on drawings shall be lathed.

All suspended ceilings and soffit of stairs shall be lathed.

Exposed steel beams, channels, columns, etc. shall be wrapped with metal lath. Chases containing pipes, etc. and where masonry walls adjoin wood partitions, the angles are to be covered with lath attached to wood and masonry walls.

All floor lath shall be #24 gauge 3/8" Hyrib approved expanded metal lath weighing not less than 4 lbs. per sq.yd. All ceiling lath shall be #26 gauge 3.5 pound approved lath. All lath painted. Nails shall be broad head, stud barbed galv.

Ceiling lath on bar joist shall be applied with ribs up and in direct contact with joist. End laps shall occur under joist, side laps shall be made by nesting ribs of adjoining sheets. Side laps shall be wired once at midway between supports. Lath shall be secured to joist by means of approved spring clips or wire spaced not over 8" on centers and applied in a manner to provide an even and rigid surface for plastering.

At the junction of ceiling and walls, lath shall be extended down on wall a distance of at least 6" and securely fastened to masonry walls.

Floor or roof lath on bar joist shall be applied with ribs up, the sheets running at right angles to joist, secured by means of approved screed clips about 12" O.C. Sheets lapped same as specified for ceiling lath. Floor lath not to be placed until floor is ready to receive concrete fill.

## CORNER BEADS &amp; BASE GROUNDS

All exposed vertical and horizontal corners shall have 3/4" radius galv. metal corner beads, with special miter corners. Corner beads to be Bostwick, Knapp, Richto, or Hunt. Provide galv. metal base grounds, Bostwick, Knapp, Richto, or Hunt for cement base. To be securely and accurately placed in true lines.

## PICTURE MOULDING.

Furnish and erect metal picture moulding in all rooms and places indicated on room schedule; to be similar to "Outersite moulding" as mfg. by Union Metal Corner Co. East Dedham, Mass. or Knapp Metal Picture Mould as mfg. by Knapp Bros. Chicago, Ill.

### GROUNDS.

The contractor for carpenter work will furnish and set all grounds which are to be  $3/4"$  x  $1\frac{1}{2}"$  for metal lathed surfaces and  $5/8"$  x  $1\frac{1}{2}"$  for brick or tile.

### PLASTER.

The above specified lathed walls, ceilings and inside surface of all concrete, tile, brick and gypsum tile walls indicated to be plastered to be plastered with three coat work with Ebsary, U.S. Gypsum Co. or other approved sanded plaster. Applied strictly in accordance with manufacturers instructions.

Ceilings throughout shall have lake sand float finish.

Concrete, brick tile and gypsum walls and stud partitions throughout shall have lake sand float finish, except to a height of 7'-0" in toilet rooms, passages and locker rooms, which shall have Keene cement.

Concrete walls of boiler and coal room shall be floated to a true and even surface with lake sand finish immediately after forms are struck Parlock treated concrete walls and concrete slabs shall be plastered with gypsum plaster, finish coat shall be lake sand float finish.

### ORNAMENTAL PLASTER.

As indicated on the drawings, place ornamental plaster cornice in auditorium, stage and cornice in entries #6A and 12A.

The cornice is a stock design, plate #2658 for auditorium and stage and plate #2661 for entries. General catalog of Jacobson & Co. 241 East 44th St. New York, N.Y.

All ornamental plaster to be properly reinforced and carefully secured in place. At completion contractor shall clean off his work and see that all ornamental plaster ties in with adjoining plaster work.

### DAMP-PROOFING "WALLS & CEILINGS"

The following brick wall surfaces and concrete wall and ceiling surfaces shall be damp-proofed with Parlock Specification B, Western New York Parlock Applicators, Inc. Buffalo, N.Y.

Inside surfaces of all exterior solid brick walls. Inside surfaces of all concrete walls of ground floor indicated to be plastered.

Underside of concrete slabs over rooms #2A, 2B, 209A, platforms and landings of stairs in stairwells, and concrete curb wall of skylight.

### BLACKBOARDS.

Furnish and set, first quality black Bangor slate  $5/16"$  thick, slabs 4'-0" or larger 3'-6" high free from sulphur spots or flint specks. Joints set in black approved mastic cement and shaved down smooth, where indicated at front and inside walls of rooms. Furnish and place temporary ground at bottom of blackboard to support slate.

Obtain exact height for setting blackboards from Architect.

NOTE: There is approximately 300' lineal feet of blackboard (slate) in the present school building, which shall be removed and used as far as possible in the new building by the contractor hereto, when directed by the Architect.

### INSUL GLAZE TILE "ALTERNATE"

In place provided on bidding sheet, state amount additional or deduction if Insul Glaze tile as manufactured by The Clay Products Co. Brazil, Ind. American Clay & Cement Corp. Rochester, N.Y., distributors, is substituted for plaster walls of auditorium and gymnasium to a height of eight (8) ft. Cove base, cap, bullnose, and jamb blocks shall be used and laid in accordance with manufacturers drawings and Architect's instructions.

### ASPHALT MASTIC

In basin treads of all interior stairs indicated except stairs in rooms #14 and 209A, furnish and lay Johns-Manville Co., Vulcan Asphalt Co. or other approved equal standard asphalt mastic. To be laid in two ply and strictly in accordance with Architect's instructions.

## QUARRY TILE. ETC.

Furnish and lay 6"x6" quarry tile floor and base in entries #6, 6A, 12, 12A. Provide plinth blocks and 1" pink Tennessee marble thresholds where indicated M.T. Also furnish and set 1" slate shelf for picture booth

## TERRAZZA FLOOR &amp; BASE "ALTERNATE"

State amount to be added or deducted if terrazza floor and base is substituted in place of cement and quarry tile floors and base in the following places:

Entries #3A, 6, 6A, 12, 12A, 15A  
Corridors #3, 9, 15, 109, 209, lunch room #8  
Toilet rooms #7, 11, 107, 111, 207, 211 toilet approaches #107A, 111A, 207A, 211A, store rooms #103, 215, and  
platforms and landings in stairwells #106, 112

Furnish and lay terrazza floor, base, border and plinth blocks as follows: terrazza floors are to be laid in panels (no single panel exceeding 60 sq.ft.) with cross strips about 3" wide. Base to be 6" cove reinforced with metal lath turned up and securely fastened to wall. Plinth blocks 6" high, securely anchored with two brass screws and expansion shells. Terrazza floors will be laid over concrete and reinforced with galv. wire mesh.

Brass lock strips as manufactured by The Traitel Marble Co. Long Island City, N.Y., or equal standard shall be laid at intervals of not more than 6'-0" continuous around rooms and at border line and across corridors at least every 7 ft.

## DUROLITHIC FLOORING "ALTERNATE"

State amount to be added or deducted if Duroolithic flooring and composition base is submitted in place of cement floors and base in the following places;

Entries #3A, 15A, corridors #3, 9, 15, 109, 209, lunch room #8, toilet rooms #7, 11, 107, 111, 207, 211, toilet approaches #107A, 111A, 207A, 211A, store rooms #103, 215, and platforms, treads and landings in stairwells #106 and 112.

Upon the concrete sub-floor provided there shall be laid a .3/4" thick wearing surface of asphalt Mastic.

The asphalt Mastic shall consist of genuine Trinidad Lake refined asphalt, Trinidad Lake asphalt cement, and Genasco Special Hardner, which shall be delivered upon the site in the original packages bearing the label of the manufacturer. This material shall be mixed in proportion according to the manufacturers specification for this class of work.

The asphalt shall be heated in the regular Mastic kettles and Mineral filler added by constant stirring until the whole is thoroughly mixed. When the composition has been properly cooked, Torpedo sand already dried and heated shall be stirred in until the "Mix" is complete.

The material thus prepared shall then be brought to the floor in wooden pails and spread evenly and uniformly to the required thickness and shall be rubbed with wooden floats until all blow holes and other irregularities have been removed, after which the surface shall be rubbed with a small quantity of fine sifted sand until a thoroughly smooth surface is obtained. Stair treads laid with two ply.

Upon the asphalt Mastic subfloor thus laid there shall be applied three color coats of T.M.B. flooring, using not less than 8 gallons per 100 sq.ft. of surface. This shall be scraped and polished upon completion of the work and same left to the satisfaction of the Architect.

Furnish and lay 6" approved composition base with sanitary cove and 4" border reinforced with wire mesh.

NOTE: It is the intention of this spec. that an especially fine finish of the work be obtained. Vulcan Asphalt Co. Buffalo, N.Y. representative, 582 Ellicott Sq. Bldg.



STRUCTURAL STEEL

These specifications are intended to include all structural steel and steel work required for the structural frame, including columns, beams, girders, channels, angles, brackets, rods, anchors, for columns, anchor for beams, plates, separators, bolts, rivets and all necessary fittings to assemble and connect the various parts of the structure, also all bearing plates, lintels, or other structural shapes required and do all punching that may be required.

The work to be finished as indicated on the drawings and sizes and weights are given.

These specifications are intended to provide for furnishing and setting complete all of the structural iron and steel work of exact sizes, weights and kinds of material called for herein and in accordance with the drawings which accompany this specification.

Shop drawings for this work shall be made by the contractor, and complete duplicate copies furnished the Architect for approval, one copy to remain on file in Architect's office permanently. He shall also furnish the Architect's office with an erection diagram for the entire structure and will be held responsible for the correctness of shop drawings and erection diagrams.

The general drawings are furnished by the Architect, exact location of columns, beams and other members, shall be determined by the contractor from the Architect's general drawings.

The contractor shall check all dimensions and angles carefully before the work is detailed and no extras will be allowed because of errors in the drawings. The Architect's approval will be merely of the general design and does not relieve the contractor of errors in shop details.

All work possible shall be done at the shop, to reduce field work to a minimum. All connection angles shall be riveted to beams at shop. all shop work must be done with rivets.

Field connections may be bolted, except column and beam connections to large girder and beams which must be field riveted.

Provide suitable column bases for all columns to safely distribute loads to concrete footings.

Steel sections shall be punched where directed. Certain sections shall have holes burned where directed by Architect for plumbing and heating pipes.

Give all steel work a shop coat of paint and one field coat. Shop coat shall be red and field coat black.

Paint used shall be Detroit Superior Graphite Co's. paint, or other paint approved by Architect.

MISCELLANEOUS IRON WORKINTERIOR STAIRS

Furnish and erect iron stair as indicated from ground floor level in stairwells #6 and 12, to second floor level and stairs in rooms #2C and 2D, from auditorium floor level to grade. Wall and face strings to be built of 10" channel, face string of stairs to have steel mould in angle. Use steel sub-tread with paneled riser in one piece of #10 gauge steel, riveted to strings, treads to be formed with nosing at front, and provided with "Feralum" Style A, anti-slip treads 4" wide by width of tread suitably anchored to basin tread.

Sub-treads to be made with basin 2" deep to receive asphalt finish which is to be furnished and placed by mason contractor. Cast iron or steel tube newel posts, iron spindles and brackets to receive wood hand rail. Provide and set iron wall brackets for wall sides spaced not over 4'-0" apart, one to be placed one foot each side of intersection of corners where

## INTERIOR STAIRS (CONT'D)

rails are indicated continuous on stair platforms. Wall rail brackets shall also be provided for wood rail at each side of auditorium.

## IRON STAIRS.

Furnish and erect iron stairs in boiler room from boiler room level to ground floor level. In room #209B from second floor level to roof, stairs to be constructed with 1/4"x6" strings 1/4" diamond plate platforms and treads (no risers) and continuous 1 1/2" pipe rails both sides.

## COAL HOLE COVERS &amp; FRAMES

Furnish and set weathertight cast iron coal hole covers and frames where indicated in roof of coal room, provided with bar locking device from below.

## FLAG POLE.

Furnish and erect steel pipe flat pole 50'-0" high with shrunk and doweled joints, copper ball, brass pulley, 1/2" manila flag rope, cleat, etc. To be painted with one coat of red lead and three coats white lead paint, final coat on job. Mason contractor will provide foundation.

## PIPE RAILS.

Furnish and set 1 1/2" wrought iron pipe railing where indicated, providing necessary sleeves and inserts.

## LADDER RUNGS.

Furnish 3/4" galv. rungs for chimney.

## GUARD.

Furnish and erect 4"x4" angle, provided with suitable anchors as indicated for chimney.

## SUSPENDED ANGLES OVER LOCKER RECESSES

Furnish and erect 3" x 4" angles suspended from construction above with 1/2" rods 4'-0" apart, at all places indicated in 1st and 2nd floor corridors to support gypsum partition above metal lockers. Lockers furnished and set by others.

## AREA DOORS, FRAMES &amp; ASH HOIST

Furnish and install one Gillis & Geoghegan or Ernet, watertight automatic sidewalk door, opening and closing device with spring guard gates, ladder, etc. where indicated. Hoist to be Model B (hand) installed in complete working order.

## WROUGHT IRON BALUSTRADES

Furnish and erect wrought iron balustrades for entrances as indicated on drawings and details.

## WINDOW AND DOOR GUARDS.

Furnish and erect window and door guards on interior of all windows and sash doors of auditorium and stage. Guards to be constructed of 1 1/2" diamond mesh #10 gauge wire with 5/16" round frames. Guards shall be made with openings to allow for operation of sash. Provide clip hinges and master keyed padlock for all openings.

## IRON DOORS &amp; FRAMES.

Furnish and frame between channels of suspended ceiling in picture booth and in rooms #2C and 2D, angle iron frames consisting of 3" x 2 1/2" x 1/4" angles mitered at corners with 2'-0" x 2'-0" sheet iron panel doors set flush with plaster ceiling, doors hinged to frame on one side and fastened at other side with countersunk screws.

## IRON THRESHOLDS.

Furnish and deliver to carpenter contractor 4" x 3/8" beveled iron thresholds for all door openings indicated I.T. on drawings, thresholds drilled and countersunk for screws

## FIRE SHUTTERS FOR PICTURE BOOTH

Provide and install automatic self closing steel vertical sliding shutters at each opening of picture booth. Shutters shall be of not less than 12 gauge sheet steel with heavy sash cord run over suitable pulleys, and with secure fastening when closed. Provide and install complete with all anchors, fusible links, etc. at each of said openings, suitable rolled steel angle frames to finish the opening and provide ground for plaster on each side, together with slides and stop for gutter, etc. 3" x 15" openings near floor of booth, also provided with 1/8" mesh screens, all shall meet the requirements of Underwriters regulations governing such installation. The fire door to picture booth furnished by the contractor for carpenter work.

## ANGLE FRAMES "MAT RECESSES"

Furnish 1½" angle iron frames with mitered corners for mat recesses at all exterior entrance doors as indicated.

## BRONZE TABLET

The contractor hereto is to include in his bid the sum of One Hundred and Twenty Five (\$125.00) Dollars, for bronze tablet which is to be selected by Owner.

## SHOP DRAWINGS.

Shop drawings for all miscellaneous iron work shall be furnished to Architect in duplicate.

## PAINTING

The above miscellaneous iron work, except flag pole, to be painted with one coat of graphite paint, dark green.

## PATCHING.

Do all necessary patching after other craftsmen and leave the cement, plaster, stone and brick work finished in every respect.

## FINALE.

The mason contractor is to clean up the building from all waste materials and rubbish, cleanup the grounds of all waste material, rubbish etc. caused by his operations and leave the building broom clean.

CERL C. ADE, A.I.A.

*Cerl C. Ade*  
August 23rd, 1926

GENERAL

CARPENTER WORK, PAINTING AND ROOFING & SHEET METAL WORK

Specifications of labor and material required for Carpenter Work, Painting and Roofing & Sheet Metal Work for High School Building, to be erected on School Site, South Side of Beckwith Avenue, Scottsville, New York.

All work must be performed in accordance with the following specifications and accompanying drawings, consisting of eleven (11) sheets, numbers:

1/11, 2/11, 3/11, 4/11, 5/11, 6/11, 7/11, 8/11, 9/11,  
10/11, 11/11 - General Drawings.

CARL C. ADE, A. I. A.  
Architect  
104 East Ave.  
Rochester, N. Y.

August 23rd, 1926

Job Number 946

SET NUMBER

11

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GENERAL CONDITIONS

The Standard Form (Fourth Edition 1925) of the American Institute of Architects, entitled "The General Conditions of the contract for the Construction of Buildings", shall be considered as an incorporated portion of this specification. Contractors not familiar with these General Conditions may obtain a copy upon request of the Architect.

SUPPLEMENTARY GENERAL CONDITIONS

The term (Owner) as employed herein, shall mean the Board of Education of Union Free School District #1 Town of Wheatland, Monroe County, Scottsville, New York. Authorization by the Owner shall be written order duly authorized by resolution of the Board.

The term (Contractor) as employed herein, shall mean the person or persons who have contracted with Owner for the execution of the work.

The term (Architect) as employed herein, shall mean Carl C. Ade, employed by the Owner as Architect for this building.

INSTRUCTIONS TO BIDDERS.

Proposals to be entitled to consideration must be made in accordance with the following instructions.

Proposals must be in the form provided by the Architect and all blank spaces in the form shall be fully filled. Numbers shall be stated both in writing and in figures, the signature shall be in long-hand and the completed form shall be without interlineation, alteration or erasure.

Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications will be considered.

Proposals shall be addressed to the Clerk of the Board of Education Mr. Louis E. Boutwell, Scottsville, New York, and shall be delivered to his residence enclosed in an opaque sealed envelop addressed to him, marked "Proposal" and bearing the title of the work and the name of the bidder.

Should a bidder find discrepancies in, or omission from the drawings or documents, or should he be in doubt as to their meaning, he should at once notify the Architect who will send a written instruction to all bidders. Neither the Owner or Architect will be responsible for any oral instructions.

Before submitting a proposal, bidder should carefully examine the drawings and specifications, visit the site, further inform themselves as to all existing conditions and limitations, and shall include in the proposal the sum to cover the cost of all items included in the contract. The competency and responsibility of the bidders and their proposed subcontractors will be considered in making the award.

Any bulletins issued during the time of bidding are to be covered in the proposal and in closing the contract they will become a part thereof.

Bids will be received on General Work, which shall include Mason Work, Carpenter Work, Painting and Roofing & Sheet Metal. Separate bids on Electric, Plumbing and Heating & Ventilation.

All proposals shall be made strictly in accordance with the bidding sheet. Where alternate or separate figures are called for, price on such work shall be stated.

Proposals shall be accompanied by certified check in a sum equal to five (5) percent of the amount of the bid. "Bid bond will not be considered. Deposits shall be made payable to the Board of Education of Scottsville, and shall be enclosed in the envelop containing bid, and shall be held by the Clerk of said Board until forfeited or returned as herein provided. Deposit of unsuccessful bidder shall be immediately returned to him. If the contract shall be awarded to the bidder, the check shall

be returned to him immediately upon the signing of the contract for the work and furnishing surety hereafter called for, but if he shall fail to appear at the office of Clerk of the Board of Education on or before the tenth day after the contract shall be awarded to him, and duly execute and acknowledge same and furnish the surety hereafter called for, he shall forfeit his deposit.

The Clerk of the Board of Education will mail such successful bidder, notice in writing within thirty (30) days from opening of bids to the effect that the contract has been awarded to him, but the mailing or receipt of such notice shall not be condition precedent to the forfeiture of the check of any bidder as hereinbefore provided.

The surety required shall be a surety bond given by a responsible surety corporation, approved by the Board of Education, equal to full amount of contract and include maintenance for a period of one year from final payment. Premium shall be paid by contractor.

Agreements and surety bonds will be executed in accordance with the form prepared by the Board of Education. The General Conditions of the contract, the specifications and the drawings to which reference is made together with the agreement, shall constitute the contract for any and all branches of the work and shall be referred to in interpretation of the contract.

Contractors submitting bids shall guarantee their bid for a period of thirty (30) days after the date of opening of bids.

The Owner recommends to contractors that when surety bonds, labor and material can be purchased at equal prices or upon equal terms, preference shall be given to dealers and contractors of the village of Scottsville. The Board of Education reserve the right in its discretion to reject any or all bids as the interests of the district may appear.

#### CONTRACT DRAWINGS.

The plans and specifications shall be considered as fixing the general character and extent of the work. Parts not detailed shall be constructed in the customary manner for that class of work, so as to maintain the strength and complete the parts they compose.

The plans and specifications are to be construed together, so that any work shown on one and not called for in the other, or vice versa, is to be executed by the contractor the same as if mentioned in both.

Contractor will understand that work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned, and contractor will be held to provide all labor and material necessary for entire completion of work intended to be described and shall not avail himself of any manifestly unintentional error or omission, should each exist.

Where dimensions or other information are lacking in the plans or specifications, or conflicts occur, the contractor shall not scale the drawings or proceed with the work affected, but shall apply to the Architect who will furnish the necessary information.

When parts of the building are indicated, the balance shall be considered as a repetition and where any detail is started upon a drawing it shall, in the construction, be carried the full length of the part and similar parts that it details.

The Architect shall have the right to alter and modify the plans and specifications and the contractor shall incorporate such changes in his work without invalidating the contract in any way. Where such alterations or modifications increase or decrease the contract price, the amount involved shall be agreed upon in writing before proceeding with the work affected.

The contractor shall be responsible for errors made in using old drawings after new drawings showing revisions have been issued to him. All contract drawings as furnished by the Architect for use at the building shall be mounted on compo board by the contractor for use of superintendent



All notes or memoranda shown on drawings that apply to work included in these specifications are to be carried out by this contractor the same as though they were distinctly specified herein.

#### INSPECTION OF PROPERTY.

Before submitting proposals, bidders shall carefully examine drawings and specifications, visit the site, and fully inform themselves of all existing conditions and limitations, and tendering of a proposal under these specifications will be considered a sufficient guarantee that such examination has been made and the signing of contract is an acceptance of all such conditions on the part of the contractor.

#### EXTRA WORK.

No work will be considered extra, unless same is done under written order from Architect, and written order must either state the amount of compensation or the contractor must fill out a daily report, giving the amount of time and materials used each day.

Bills for extra or additional work must be submitted to Architect in writing on demand, and also before final certificate for payment on account of contract will be given, and unless otherwise agreed, no payment on such bills will be made until final settlement. No bills for extra work will be considered or paid by the Owner, except where same have been properly ordered in writing as stated above.

#### STANDARDS.

Certain definite makes of the larger and more important apparatus are specified as standards. The contractor shall bid on the basis of furnishing make specified without substitution. He is invited to bid on any other similar makes of apparatus, naming the difference in prices. If any, and in case of such alternate bids, if it is decided by the Owner and Architect to accept such substituted makes, the specifications will be amended prior to the award or signing of the written contract.

Where specific brand or manufacture of material is called for in the specifications, these have been selected as proper and suitable for particular service required, but it is not the intention of the Architect to limit competition. The term "Equal Standards" shall be understood to mean equal for the particular service for which said article or material is specified.

#### GUARANTEE.

The entire work comprehended in these specifications and accompanying drawings, including all extra work in connection herewith, is to be done in the very best and most workmanlike manner to a complete finish to the entire satisfaction and final acceptance of Architect, and guaranteed for a period of one (1) year from date of completion, to serve the purpose for which it is put in, and contractor must make any repairs without extra charge when such repairs are made necessary by reason of unsuitable workmanship and material.

No payments or certificates, final or otherwise, shall be construed to relieve contractor from his obligation to make good any defects arising or discovered in his work within one year after final payment has been made, nor as a waiver of any specific obligation the contractor may assume as to the durability of his work.

#### PROTECTION OF MATERIALS & WORKMANSHIP.

All contractors shall protect with canvas, tar paper and boards, their respective workmanship and materials immediately after it is placed and be responsible for same.

#### OBSTRUCTION AND REPAIR.

Contractors shall, until their work is completed and finally accepted by the Owner, keep premises in a cleanly condition, free from rubbish and from undue accumulation of surplus materials, occasioned during the

### OBSTRUCTION AND REPAIR (CONT'D)

progress of the work under this contract.

At any time when the contractors are directed by the Architect to remove such rubbish or accumulation, or to change location of any materials which may constitute an obstruction to the progress of the work of any other contractor, he shall immediately comply with such direction. If this work of removal does not proceed within 24 hours after said notice, Owner may remove same and deduct the cost thereof from final payment on contract.

Contractors shall repair any damage done to their work, no matter how or why or by whom caused (except loss or damage by fire) and leave premises clean and in perfect order and repair at termination of his work.

### STORAGE OF MATERIALS

The mason contractor shall assume full charge of space for the storage of materials on premises, allotting space to the various contractors in such a manner as will facilitate the work. All materials shall be stored within the lot line as indicated on drawings.

### EQUIPMENT.

The attention of each contractor is invited to the following list which exhibits certain items of equipment, which will not be included in the general building contracts but which will be furnished and installed by others.

Unless otherwise specified or indicated on the general drawings, all cutting, patching and repairing of the structural work or finish which may be required in order to permit of the installation of equipment shall be done and at the expense of the contractor for the equipment, but wherever the work of the several contractors, or their sub-contractors, comes in conjunction with equipment installation, said contractors shall co-operate in every way with the Owner, Architect and contractors for the equipment, for the successful installation of same.

List of items which will not be included under the general building contractors:

- Sidewalks
- Finish grading
- Seeding of property
- Vacuum cleaners
- Steel lockers
- Curtain for stage
- Furniture
- Window shades
- Auditorium seating
- Gymnasium equipment, including racks, ladders, apparatus, etc
- Flag
- Motion picture machine
- Equipment in laboratories, indicated "Eq" on drawings

### CLEANING

On completion of the building and when directed by the Architect, the entire building shall be thoroughly cleaned and delivered ready for occupancy.

### FINALE.

The several contractors shall make the whole job complete and perfect according to the true intent of the drawings and specifications.

SPECIFICATION FOR  
CARPENTER WORK, PAINTING AND ROOFING & SHEET  
METAL WORK  
(PART OF GENERAL CONTRACT)

REFERENCE.

General Conditions of the contract. The contractor for the Carpenter Work, Painting and Roofing & Sheet Metal Work, shall be held to have read all of the General Conditions of the contract and Supplementary General Conditions, before submitting a tender for the proposed work and in the execution of his work, he will be bound by all of the conditions and requirements therein.

The contractor hereto is referred to Article #41 of the General Conditions of the contract and to Supplementary General Conditions, in reference to the furnishing and installation of various items of equipment which are not included in this contract but which may be installed in conjunction with the work of the contractor hereto.

Instructions to bidders: The contractor hereto is referred to "Instructions to Bidders", attached to and forming a part of general specifications.

CO OPERATION WITH & RELATION TO OTHER  
CONTRACTORS.

The contractor for the carpenter work and painting shall examine the General Building plans and specifications.

The contractor for the carpenter work and painting shall perform his work to conform with construction called for under the other contracts and shall install his work in such a manner as not to delay or interfere with the work of other contractors.

GENERAL.

The work of the carpenter contractor will require the attention and co-operation from the beginning of the work and he is to have at all times a sufficient number of men and material available to properly carry on his work without delay and without interrupting or delaying the work of other contractors. Contractor hereto is to furnish and place, as indicated on the drawings or herein specified, all rough frames, templates, centers, rough bucks, grounds, wood bricks, bond timbers, wood lintels, etc. which are required in connection with the carpentry work.

ENCLOSING THE BUILDING.

The contractor hereto shall close up all exterior openings in a suitable and effective manner and maintain said enclosure until the permanent work is in place.

PROTECTION OF WORK.

The contractor hereto shall provide such covering as may be required to protect the sub-sills, door and window jambs, or other wood work from damage during construction. He shall cover, protect and keep clean all wood finish flooring until the same is taken over by the Owners. If any finished wood work or floors become damaged or soiled, he shall make the same good.

TIMBER.

All framing timber used throughout shall be of #1 long leaf geo. pine or Douglas fir of the sizes indicated.

IRON WORK (IN CONNECTION WITH  
CARPENTRY)

The contractor hereto shall furnish all bolts or lag screws for fastening plates to concrete slabs, etc. door jamb and post anchors and any other miscellaneous bolts, hangers, straps, etc. which may be required in connection with carpenter work.

Contractor hereto shall set iron thresholds which will be

## IRON WORK (CONT'D)

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furnished by Miscellaneous Iron contractor at all openings indicated I.T. on drawings, set with screws and expansion shells.

## WOOD CEILING & ROOF JOIST "ALTERNATE"

In place provided on bidding sheet, state amount additional or deduction if wood roof and ceiling construction is substituted in place of fireproof type roof and suspended second floor ceiling as follows: Over entire area of building at second floor ceiling point indicated, place 2"x12" long leaf georgia pine, or fir joist 16" on center anchored at walls with iron straps at intervals not exceeding 5 ft. and spiked to bolting strips provided at lintels and steel work. Over entire area of building at roof level indicated, place 2"x6" hemlock joist 20" on center, framed up from ceiling joist below with 2" x 4" plates top and bottom, 4'-0" apart with 2"x4" uprights 2 ft. apart, roof joist anchored to exterior walls with iron straps. Over entire roof surface lay 7/8" matched georgia pine roof boards free from large or loose knots. Also provide 2"x6" blocking between roof joist at a point above corridor walls. Ceiling joist shall have two rows of 1"x3" or 2"x2" wood bridging or metal bridging may be used. Curbs now indicated of concrete shall be built of 2"x4" studding sealed with matched pine.

## BOLTING STRIPS & FURRING ON STEEL

The contractor hereto shall provide and place sound pine bolting strips as indicated on drawings, bolted to top, sides or bottom of steel beams, channels, etc. wherever required to support wood framing furnishing all necessary 1/2" bolts to fasten same not over 2'-0" on centers, complete with nuts and washers. Also provide and place all bolting strips and furring for all structural steel, which is to be metal lathed and plastered.

## STUD PARTITIONS.

Construct stud partitions where indicated on drawings for wardrobes, partitions, etc.

## SCUTTLES.

Where indicated on roof plan, construct scuttle curb about 8" above roof level anchored to concrete, with cover built up of 7/8" matched sheathing with cleats, to fit over curb, metal covered by others

## WOOD SUB FLOORS.

Over wood sleepers in rooms #1, 1A, 1B and 2, lay 7/8" matched pine sheathing blind and face nailed at every bearing. Sub-floor in #2 laid diagonally.

## DAMP-PROOFING.

Over concrete surface and wood sleepers in rooms #1, 1A, 1B, 2, 4, 5, 10 and 13, mop the entire surface just prior to laying sub-floor or finish floor, with one heavy coat of asphaltum.

## WOOD SLEEPERS.

Sleepers to receive maple floors of ground, first and second floor to be 1-3/4" x 1-3/4" and 1-3/4" x 3-3/4" chestnut. 1-3/4" x 3-3/4" sleepers spaced 16" on center, leveled and nailed to clips which are placed in concrete sub-floor by mason contractor and 1-3/4" x 1-3/4" sleepers spaced 18" on centers, leveled and nailed to clips which are placed in concrete sub-floor over bar joist construction by mason contractor. All sleepers creosoted on all sides.

## FALSE FRAMES (FOR DOORS, WINDOWS & OTHER OPENING IN MASONRY WALLS)

Furnish and place to all door, window and other openings occurring in masonry walls which are to receive finished wood jambs, casings, etc. all false frames as indicated on the drawings and details, or as

## FALSE FRAMES (CONT'D)

required. All false frames to be sized two edges and frames properly braced and set with necessary anchors for building into masonry.

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## ROUGH HARDWARE.

Unless specifically stated otherwise, this contractor shall furnish all rough hardware required in connection with his work, including nails, screws, bolts, anchors, etc. In the event wood frames and sash are substituted for projected windows, contractor hereto shall furnish sash weights, sash cords, sash pulleys, etc.

Sash weights to be of cast iron and to be of such weight as to exactly counterbalance the sash which they control.

All double hung sash to be hung on best quality #9 Sampson spot sash cord and provided with metal sash cord clips.

All double hung sash to be hung on #7372½-Fl anti-friction pulleys, templates shall be furnished to mill manufacturing frames. Contractor may substitute sash balances as manufactured by the Pullman Mfg. Co. Rochester, N.Y., or equal standard, in place of sash weights and cord.

## FINISHING HARDWARE.

The contractor hereto is to include in his bid the sum of One Thousand Five Hundred (\$1500.00) Dollars, for finishing hardware which is to be selected by the Owner. All locks, escutcheons, etc. to be fitted before finishing is done and to be put on by contractor after the same is complete.

## WOOD GROUNDS.

All wood grounds to be well seasoned, sound white pine, dressed two sides, straight and true, Furnish and place all wood grounds, required for plaster work to the satisfaction of the Architect, to be 3/4" thick by 1½" for surfaces to be metal lathed and 5/8" thick by 1½" for brick, tile and gypsum walls, unless otherwise indicated. Furnish and place wood grounds around door and window openings, heat and vent openings, blackboard casings, chalk troughs, wood base, coat cleats, rubber racks, etc. as indicated on the drawings or as required for attaching finished work.

Grounds for blackboards shall be installed as directed by Architect.

## WALL PLUGS.

This contractor shall furnish and set all metal wall plugs required for attaching wood grounds, furring, finish, etc. Wall plugs to be japanned plugs of "Rutty" or other approved make. Contractor may plug walls or provide wood blocking.

## CAULKING.

In the event wood window frames and sash are substituted, contractor hereto shall caulk exterior window frames at sills and jambs and door frames at jambs with Vulcatex, Ev-Air-Tight, or equal standard caulking.

## CUTTING AND PATCHING.

The carpenter contractor shall do all necessary cutting of his work as required by the work of other contractors, and shall repair and make good such work again after their work is in place.

## EXTERIOR FINISH WOOD WORK.

Unless otherwise specified, all lumber for exterior door and window frames and all outside finish shall be #1 white pine or cypress. All wood window sash, transoms, shall be clear white pine, entrance doors cypress. All exterior wood work shall be thoroughly air seasoned and dry and be properly prepared for painters finish. All exterior door and window frames shall be set in place plumb and true when walls are built to sill height, and shall be securely braced and held in place so

## EXTERIOR FINISH WOOD WORK (CONT'D)

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that they will not be disturbed while being bricked in. All exterior window and transom sash, unless otherwise noted, shall be 1-3/4" thick.

### DOOR FRAMES (OUTSIDE)

Furnish and place the frames for all outside doors, as indicated on the drawings. All frames to be made strictly according to the Architect's details, complete with transom bars, sash, etc. as shown. Side and head jambs to be of thickness indicated on the drawings and rabbitted for doors, as detailed.

### FULL BOX FRAMES FOR DOUBLE HUNG SASH "ALTERNATE"

In place provided on bidding sheet, state additional or deduction if wood frames and wood sash are substituted for all openings indicated to have reversible or projected windows as follows: Furnish and set box window frames and double hung sash in all openings indicated on the drawings. All frames complete with pulley stiles, sills, and boxes of thicknesses shown on the details, together with box mullions, parting strips, molds, etc. as shown.

### REVERSIBLE VENTILATOR WINDOWS.

Furnish and install in all exterior openings of grounds first and second floor and interior openings indicated between corridors #3 and 15 and room #2, and between corridor #9 and room #10, Fenestra reversible ventilator windows Type A "complete" as manufactured by the Detroit Steel Products Co. Detroit, Mich. Trusecon projected windows "complete" as manufactured by Trusecon Steel Co. Youngstown, Ohio, Lupton projected sash "complete" as mfr. by David Lupton Sons Co. Philadelphia, Pa. or equal standard. Ventilators to open out and provided with bronze hardware. Mullion covers provided for inside and outside of all sash. Shade holders shall be provided 4" above center of windows. Also holder at center of head of each window to which shade pulleys may be fastened.

Windows at sill and head shall be set in approved caulking compound and anchored as indicated on details. Glass specified under Glazing. Windows erected by manufacturer.

### STEEL SASH.

Furnish, set and stay until bricked in by mason, all steel sash as indicated on drawings for exterior and interior openings, to be Trusecon Fenestra, Lupton or equal, rolled steel sash with ventilating sections as indicated. All ventilated sections where indicated to be operated with chain. All sash to be furnished complete with all necessary mullions, bolts, anchors, clips, screws, etc. also furnish and supply all hardware for same.

All openings requiring steel sash are indicated on the drawings. Glass specified under Glazing.

### TRANSOM SASH (EXTERIOR DOORS)

To be stopped in stationary unless otherwise indicated.

### DOOR FRAMES (INTERIOR)

All frames for interior doors to be of same material as finish trim to be made as shown on details, with planted stops of thickness shown.

### TRANSOM SASH (INTERIOR)

Furnish and place all transom sash to interior doors as indicated on drawings. Sash to be divided into lights with muntins as shown and to be strictly according to the Architect's details. To be stopped in stationary unless otherwise indicated.

## INSIDE FINISH

The inside finish to be clear, straight cut, red or white oak or western brown ash throughout.

All oak or ash inside finish to be of best quality of kiln dried lumber, hand finished and smoothed up throughout. All finish shall be securely put up and fitted in a thorough and workmanlike manner, by skilled mechanics, to be blind nailed wherever possible. Chair rail where it occurs to be housed in casings. See paragraph, Full Box Frames and Double hung sash "Alternate", also alternate detail.

## EXTERIOR DOORS.

Furnish and install all exterior doors of cypress as indicated on the drawings and door schedule. All doors to be made strictly in accordance with the Architect's details, complete with wood panels, glass, etc. as shown on the drawings.

All doors to be guaranteed not to warp or twist and any doors which develop any such defects are to be removed and replaced with perfect doors.

## INTERIOR WOOD DOORS.

Furnish and install all interior wood doors as indicated on the drawings and door schedule.

Doors throughout to be paneled as indicated, all to be put together in the most thorough manner, to be sash doors where indicated and to have transoms where indicated. All glazed doors to have hard wood stops for securing glass. Doors indicated on door schedule shall have grille in bottom rail, consisting of 3/4" mesh perforated iron set in wood stops

All to be built up in spruce or chestnut and veneered with clear, straight cut red, white oak or ash. All to be made as shown on details. The veneer shall be in no case less than 1/8" thick. Cores of all doors to be built up in strips not exceeding 1-1/2" wide solidly glued and tenoned together. All doors to be first quality in every respect, guaranteed not to warp or twist and any doors developing defects of such character to be removed and replaced with perfect doors. Consult door schedule on drawings for Kalamein doors.

## TOILET PARTITIONS, BLINDS &amp; SHOWER STALLS

Furnish and install steel water closet partitions, blinds and shower stalls as manufactured by Sany Metal, Weis, Ebbinger, or equal standard, where indicated in toilet and locker rooms.

Partitions and stalls shall be constructed of cold rolled and patent level sheet steel with all joints at intersections electrically spot welded, they shall be finished with a filler and baked priming coat and two additional coats of approved enamel applied after erection, battleship gray in color. The partition shall be secured to the post with concealed fasteners and at back wall with the wall channel slotted to permit vertical and horizontal adjustment.

The doors shall be of the general construction and finish as the partitions and shall be equipped with N.P. cast brass hinges of the gravity type, avoiding all use of spring and the door shall also be equipped with bumper stop and N.P. brass cast latch. The manufacturer will furnish all expansion bolts or other means of attachments according to the material used in the construction of the toilet room walls and floors. Top bar above all openings shall be provided with sharp pointed metal strip to prevent hanging on same.

Utility corridors at rear of fixtures in large toilet rooms constructed of steel of same general construction and appearance as the partitions and doors. The manufacturer shall provide proper frames of angle iron to properly support the steel backs and top of utility corridor against the back wall and shall drill the backs to suit the roughing

TOILET PARTITIONS, BLINDS & SHOWER STALLS (CONT'D)

measurements of the water closets and provide one 4"x8", 3/4" square mesh grill at rear of each water closet, location as directed.

Vent extension of same metal shall be provided from top of utility corridor in room #7 and extended 6" above floor level of room above.

Blinds shall be similar to construction as shower and water closet stalls and provided with doors where indicated.

BASE.

Base will be of wood where indicated on Room Schedule and shall be 7/8" x 6", with moulded shoe of same wood specified for room finish.

CHAIR RAIL OR WAINSCOT CAP

Furnish and place 7/8" x 3-3/4" with edges rounded, chair rail or wainscot cap in auditorium, height as directed.

STOOLS AND APRONS

All stools and aprons throughout unless specifically shown otherwise, to be of same wood specified for room finish as detailed.

FINISH FLOORS.

Where wood floors are indicated on Room Schedule and drawings shall be as follows:

Finish wood floors throughout including stage in auditorium to be 7/8" x 2-1/4" matched and end matched number one clear maple flooring as defined in the latest rules of the Maple Flooring Mfg. Assn. To be driven up absolutely tight and blind nailed at every bearing. The flooring when finished must be absolutely smooth and tight. To be snugly fitted with proper allowance for swelling against all walls, etc. All flooring to be seasoned and thoroughly kiln dried before laying and not to be laid until after the plastering has dried and when directed by the Architect.

Flooring in each case to be laid lengthwise with the long axis of the room. On completion of the floors all uneven butts and longitudinal joints shall be dressed down. Floor in auditorium and stage shall be scraped and sanded smooth. All finish wood floors laid over neponset, Fibreen, or equal standard building paper lapped 2".

LINOLEUM.

Furnish and lay in rooms indicated on Room Schedule, Cold Seal or equal standard, the best grade of plain brown battleship linoleum, not less than 1/4" thick, all to be properly laid and cemented to concrete as directed.

STAGE.

Finish stage of auditorium as shown and detailed with moulded proscenium, apron, base, etc.

FINISH OF LIBRARY

The library will have finish as shown with built-in book shelves. The shelves to be adjustable with shelf pine and supports, constructed according to details.

PLATFORM.

Construct 2" dressed plank platform with brackets in room #314 to support exhaust fan.

GLAZED PARTITION

Furnish and place glazed partition between study room and library and commercial and type, as shown and detailed. All sash in partition to be 1-3/4" thick, divided with wood muntins and loose mouldings as shown. Mullions to be housed and coped together and all strongly braced and fastened together. Portion of partition below sash framed up with studding to receive metal lath and plaster.



## WOOD HAND RAIL FOR STAIRS.

Furnish and place wood hand rails at both sides of all stairs, as indicated on the drawings, including easements and curved rail. Rails to be blind bolted. The metal brackets are included under Iron Work, but this contractor is to see that they are properly spaced and so placed that the rail when set will be parallel with the rake of the stairs. Wood for hand rail shall be clear white oak, kiln dried and free from cross grains or other defects which would cause it to crack or sliver.

## PICTURE MOULD

Picture mould is of metal and furnished and set by mason contractor.

## BLACKBOARDS &amp; CORK BOARD FRAMES

Furnish and place metal trim and metal chalk trough in connection with the slate blackboards, bulletin boards and cork boards where indicated on drawings, as manufactured by The Richsto Mfg. Co. Aurora, Ill. Swalbach Building Products Co. Rochester, N.Y., local distributors, Dudfield, as manufactured by Dudfield Mfg. Co. Liberty Mo. Ford C. Hanna, 103 Park Ave. New York City, distributor, or equal standard.

Finish to be built strictly according to the Architect's details and to be placed carefully and securely. Co-operate with the contractor for the blackboards in the preparation for the erection of same. Blackboards set at heights from floor as directed by Architect

## BULLETIN OR CORK BOARDS.

Furnish and install in all rooms where indicated, a bulletin board 3'6" high by width shown and cork board as indicated above all slate blackboard. Cork to be in one piece, cemented and mounted on wood, cork not be less than 1/4" thick. Bulletin boards indicated BB on drawings.

## POST OFFICE

Where indicated in waiting room, build up cabinet with small pigeon holes for letters as shown on details.

## WARDROBES.

Construct standard class room wardrobes in all rooms where indicated on the drawings. To be built strictly according to the Architect's details.

The wood finish to match the other room finish of the rooms, Do all necessary framing to support same.

Wardrobes to be separated into compartments, each to have 1-1/8" panel sliding doors. All weight boxes to have hard pine pulley stiles and pine parting strips between weights. All stiles to be mortised and have approved extra heavy overhead pulleys 4 1/2" in dia. with 4" wheel, with guide, having either ball or roller bearings on axle. Hang all doors with #9 Sampson spot cord and iron weights. Ceiling to be ceiled with 7/8" x 4" V jointed chestnut matching, also partitions between compartment.

Coat rails, hat shelf, rubber racks, etc. according to details. Lockers at each end to have 6 adjustable shelves and cleat for hooks.

## CUPBOARDS, COUNTER, SHELVES, ETC

Construct cupboards, cabinet, counters, etc. where indicated on the drawings, to be similar to other wood finish in the room in which they occur, top, shelves and backs of cupboards may be chestnut or other suitable wood, as approved, but shelves are to have front edge and the exposed edges of top to match finish of the room. All to be built strictly in accordance with Architect's details.

Shelves indicated for various rooms shall be 3/4" pine, spaced 12" apart, first shelf 12" above floor, 3/4" x 1 1/2" face and wall cleats.

## KALAMEIN DOORS.

Furnish and erect complete Kalamein doors, as indicated on drawings and Room Schedule. All to be Kalamein built according to the best practice for such construction, including bucks, jambs, casings, etc. as manufactured by Empire Fireproof Door Co. or equal approved, to be set by representatives of manufacture. Hardware furnished by others, placed by contractor hereto.

GLASS AND GLAZING

The contractor hereto shall perform his work to conform to the construction called for under the other contracts and shall install his work in such a manner as not to delay or interfere with the work of other contractors.

Glaze all sash, doors, openings, etc. where indicated on the drawings or Room schedule, with glass of the several kinds indicated, or herein specified.

All glass shall be the best quality of the various kinds specified. Glass shall be delivered to the job, carefully packed and protected, labeled with the name of the manufacturer.

All glass, unless otherwise noted, is to be well sprigged and full puttied in rabbet. All work done in a fire class workmanlike manner

At completion of the work, all glass shall be in whole and perfect order and cleaned before acceptance of Architect.

Interior sash and all doors and transoms shall have wood stops.

## PUTTY.

All putty used shall be pure white lead putty of the best material mixed in the following proportions, pure linseed oil 14 percent pigment 86 percent, composed of 90 percent pure calcium carbonate and 10 percent pure carbonated lead

## POLISHED PLATE GLASS.

To be best quality polished plate glass 1/4" thick, free from scratches or any other defect.

The following shall be glazed with polished plate glass, main entrance and vestibule doors.

## DOUBLE STRENGTH A GLASS.

To be the best quality double strength A window glass, as manufactured by the American Window Glass Co., shipped direct from factory and bearing their label, or equal standard as approved by Architect. Glaze all windows, doors, transoms, inside sash, cases, etc. throughout with glass as specified above, except where otherwise indicated on the drawings, or herein specified.

## ROUGH WIRED GLASS.

All wire glass indicated on door schedule or on plans for doors or windows as "Wire Glass" will be best quality American Wire Glass, or equal, 1/4" thick, rough or ribbed as directed.

## FLORENTINE GLASS.

To be of the best quality 1/8" glass, as selected by Architect

## TAPESTRY GLASS.

To be of best quality as selected by Architect

## NOTE.

Several kinds of glass are noted on drawings as follows: polished plate glass (P.C.), polished wired plate (P.W.P.) leaded glass (L.C.) double strength A glass (D.S.A.), rough wired glass (W.C.) Florentine glass (F.C.) Florentine wired glass (F.W.G.) tapestry glass (T.C.)

## CLEANING.

On completion of the bldg. and when directed by Architect, all wood floors shall be thoroughly scrubbed, bldg. cleaned and delivered ready for occupancy.

P A I N T I N G

## GENERAL NOTE.

Although this specification is intended to be explicit and to cover all parts of the work to be painted or finished, this contractor is directed to examine the detail drawings and the specifications for other parts of the work, and to inform himself fully as to the extent and character of the work, as all items therein mentioned and usually painted will be considered a part of this contract unless specifically excepted in this specification.

In general and unless otherwise specified, the contractor hereto shall paint or finish all wood, iron and sheet metal work throughout the building, both exterior and interior, including all exposed sheet iron ducts, registers, etc. and other iron, in all finished portions of the building.

## SAMPLES OF MATERIALS.

Before beginning the work, the contractor is to furnish to the Architect samples of all materials he proposes to use upon the work, each sample to be in its original package, plainly marked with the name of the manufacturer, and packages to contain sufficient quantity for desired tests. After tests have been made and materials approved, such materials shall be used throughout the work without variation.

## SAMPLE PANELS OF FINISH

The contractor before beginning the work is to submit to the Architect for his approval, samples panels of the various finish on the various kinds of wood to which they are to be applied. The finished work shall be equal in every respect to the sample as approved.

## MATERIALS.

The contractor shall furnish all materials and labor required to complete his work, including all ladders, scaffolding, utensils and receptacles, tools, etc. required in his work.

All material used in mixing the paints and finishes, lead, coils, turpentine, varnish, shellac, stains, fillers, etc. shall be the best grade for their various uses as specified and must be approved by the Architect. All paint shall be strictly pure white lead, pure linseed oil and turpentine.

All varnish shall be of the best grades for interior and exterior work and equal to the best grade of varnish manufactured by the Arco Paint Co., Pratt & Lampert, Standard Varnish Works, Sherwin-Williams, Berry Bros. or equal manufacture as approved by the Architect.

All shellac shall be the best grade white shellac.

All stains and fillers shall be Bridgeport Wood Finishing Co. Wheeler's patent paste filler, or equal brand as approved by the Architect.

All materials are to be delivered on the job in their original sealed packages, with the name of the manufacturer plainly marked thereon. The contractor is to keep his material in such place as the General contractor shall designate, properly protected and kept in an orderly manner and at all times this contractor is to keep the premises clear of his materials, removing all dirt and debris incidental to his work.

## WORKMANSHIP.

All nail holes and imperfections in the wood finish to be puttied with best quality white lead putty.

All paint and varnish to be smoothed with fine sandpaper and thoroughly dusted off for each coat, and the different coats of paint and varnish shall be put on when directed by the Architect.

Care must be taken to protect all adjoining work, walls,

floors, glass, etc. while painting is being done and at the completion of the work, this contractor is to thoroughly clean off all paint from walls, floors, glass, etc. and leave same in perfect condition.

Varnish to be applied in a temperature not less than 70 deg. fahr.

#### PAINTING BY OTHERS.

All exterior sheet metal work, including ventilators on roof, will be given priming coat of metal preservative paint by contractor thereof.

All structural steel work will be painted two coats by the contractor for structural steel work.

All exposed structural cast and wrought iron work will be given priming coats of paint by the contractor furnishing the material.

#### PRIMING.

All door and window frames, doors, sash and other exterior wood finish shall be given on all sides, one priming coat.

All pulley or sash stiles, if wood sash are adopted, are not to be painted but shall be given two coats of hot linseed oil containing a small amount of lead and color.

All wood finish trim to be filled on the back.

Before priming is done, all knots must be painted with best quality white shellac and the work carefully sandpapered and dusted. The priming coat for all exterior wood work, window and door frames, sash doors, as well as priming of back surfaces of interior finish, will be done by the contractor hereto before the work leaves the mill.

This contractor may also apply certain other coats in the mill, such as stains, fillers, and shellac on interior hardwood finish, but only on the written approval of the Architect.

#### OUTSIDE WORK.

All outside work, unless otherwise noted, shall receive two coats of paint upon the priming coat, in colors as selected and approved by Architect.

All outside iron and sheet metal work, including ventilators on roof, steel windows, to receive two coats of paint upon the shop coats and field coats.

All wood work to be carefully cleaned off, rough stops smoothed and sandpapered, knots shellaced and nail holes puttied before painting.

All iron and sheet metal work to be thoroughly cleaned and to be perfectly dry before painting. Wrought iron and pipe rails painted with two coats of Bar-Ox, or other equal approved metallic paint. Flashing is copper and is not painted.

#### INSIDE WORK (PAINTING)

All interior wood finish, except such as herein specified to be stained and varnished or otherwise finished, shall receive two coats of lead in oil paint upon the priming coat. Shelves in store rooms shall receive two coats of paint to be in colors as selected and approved by the Architect.

All exposed iron and steel work in the building, including steel windows, to be painted two coats of paint on the shop coats.

All exposed interior metal work in the building, including stairs, pipe rails, register faces, diffusers, vent registers, etc. and all exposed heat and vent ducts, and Kalamein doors, to be painted with two coats of paint in colors selected.

Toilet partitions painted by others.

#### INSIDE HARDWOOD FINISHING.

All interior oak or ash finish, including trim, moulds, stair rails, doors, jambs, etc. throughout the building, shall be filled with filler stained to match approved sample, then given two coats of varnish first coat gloss, final coat semi-flat.

FLOOR FINISH

Maple floors to be oiled by Owner.

PLASTER WALL & CEILING DECORATION

Plaster walls and ceilings will not be decorated at this time and precaution should be taken not to daub with paint or varnish.

CEMENT FLOORS "ALTERNATE"

In place provided on bidding sheet, state additional amount for painting all cement floors, base, stair treads and platforms, with Toch Bros. R.L.W. cement filler and cement floor paint (three coats) in accordance with manufacturers and Architect's instructions. Boiler and coal room excluded.

WINDOW CLEANING.

Contractor hereto shall clean and polish all windows throughout the building when directed by Architect. Professional window cleaners shall do this work.

ROOFING AND SHEET METAL WORK

## REFERENCE.

General Conditions of the contract. The contractor for the Roofing and Sheet Metal Work, shall be held to have read all of the General Conditions of the contract and Supplementary General Conditions before submitting a tender for the proposed work, and in the execution of his work he will be bound by all of the conditions and requirements therein.

The contractor hereto is referred to Article #41, of the General Conditions of the contract and to Supplementary General Conditions, in reference to the furnishing and installation of various items of equipment which are not included in this contract but which may be installed in conjunction with the work of the contractor hereto.

Instructions to bidders: The contractor hereto is referred to "Instructions to Bidder", attached to and forming a part of this specification.

## CO OPERATION WITH &amp; RELATION TO OTHER CONTRACTORS

The contractor for the roofing and sheet metal work shall examine the general building plans and specifications. The contractor for the roofing and sheet metal work shall perform his work to conform with the construction called for under other contracts, and shall install his work in such a manner as not to delay or interfere with the work of other contractors.

## MATERIAL AND WORKMANSHIP

This contractor shall furnish all labor, material, implements, scaffolding, etc. required and he shall properly lay and complete all roofing and sheet metal indicated on or implied by the drawings or specified herein. All roofs, flashings, metal covers, etc. shall be made water tight. All materials shall be of the kind and quality specified and shall be prepared and applied by mechanics skilled in their use.

## SOLDER.

All solder used shall be composed of one part tin and one part lead. Use only rosin as a flux and wipe off at completion.

## NAILS.

All nails used in connection with composition roofing or sheet metal work, to be double dipped galv. roofing nails. No nail holes to be left exposed. All nails used in connection with sheet copper work to be heavy copper roofing nails.

## GALVANIZED IRON

All galv. iron to be American ingot iron base with heavy non-corrosive coating, of manufacture approved by the Architect.

## TIN.

All tin to be American ingot iron base IC roofing tin with 40# coating of manufacture approved by the Architect.

## COPPER.

All sheet copper to be best quality 16 oz. soft copper.

## BUILT UP ROOFING.

Over all roof surfaces, after roof has been inspected and approved by this contractor, lay a 4 ply Barrett Specification built-up 10 year bonded roof in strict accordance with manufacturers directions.

This roofing shall be guaranteed for a period of 10 years from date of acceptance and should any defect in material or workmanship appear within this period, the contractor shall, upon receipt of notice of such

**BUILT UP ROOFING (CONT'D)**

defects, immediately repair same to satisfaction of the Owner.

Should the roofing contractor find any condition which would interfere with the execution of this contract and the above guarantee, he shall immediately notify the Architect and he shall not proceed with the work until such conditions are remedied.

**ROOFING "ALTERNATE #1"**

In place provided on bidding sheet, state amount additional if 20 year guarantee bond Barrett Specification roof is substituted.

**FLASHING.**

All flashings, unless otherwise indicated or specified, to be copper. The contractor to flash all roofs and counterflash same where roofs abut walls, stacks, chimney, etc. as shown on the drawings or as hereafter specified with copper. Roof flashing shall be run up at least 10" at the high point of roof, counterflashed at this point with 4" flashing, raking out the joints at least one (1) inch and thoroughly fastening with wedges and slaters cement. Make all necessary allowances for all contraction and expansion of the metal and solder all joints weathertight.

The flashings around the vent stack curbs shall be run up at least 12".

**SHAFT & PENT HOUSE ROOFS.**

Furnish and place copper cap flashing on shaft and pent house roofs as indicated, with drip and gravel stop, furnish mason contractor wood sleepers or blocks which will be built into concrete slab to fasten metal, outer edge of flashing fastened to concrete with lead expansion bolts soldered over after placing, all in accordance with detail drawings

**SCUTTLE, CURB AND COVER**

Cover scuttle curb and cover indicated with 16 oz. copper, making as snug a fit as possible.

**CONDUCTOR BOXES.**

Furnish and install where shown on drawings "Molt" roof connections F & S copper roof boxes, or equal standard approved of sizes indicated.

**SKYLIGHT.**

Construct skylight as indicated on drawings and as per details furnished. All sheet metal to be 24 gauge galv. iron, built up over concrete curb, with condensation gutters, reinforcing bars, ridge pieces caps, etc. Flash down from skylight to within 12" of the roof line with 20 ga. galv. iron, placing 6" strip of tin between galv. iron and copper

Glaze skylight as indicated with 1/4" ribbed wire glass set in white lead putty and car fully secured in place with necessary clips, etc. and made water and weather tight in every respect. Glass set with smooth side to weather. Provide stationary ventilator and register with louvers to operate with chains with rings.

**VENTILATORS.**

All ventilators indicated on roof plan are furnished and set under heating contract, except one indicated on skylight.

**DOOR CAPS.**

All outside doors to have 16 ounce copper caps which shall cover the top edge of the door and lap over the inside and outside face of the door as directed, held in place by 1/2" brass flat head nails, spaced 1/2" on center.

**DOCUMENT BOX FOR CORNERSTONE.**

Construct air tight 14 ounce copper document box for cornerstone.

## COPPER DECK

Deck over main entrances shall be covered with 16 oz. soft copper.

## PAINTING.

All exterior sheet metal work (except copper) shall be painted one coat on underside before erection, and one coat after erection. All surfaces shall be thoroughly cleaned before paint is applied. Paint shall be an approved rust resisting paint, iron oxide and pure linseed oil paint or equal and each coat shall be thoroughly brushed on. Galvanum paint used on galv. iron.

## GUARANTEE.

All the above sheet metal work and roofing shall be first quality workmanship and shall be guaranteed by a special maintenance bond (applying to the built-up roofing only) issued by the manufacturer before final payment under this contract, to be and remain perfectly watertight for a period of ten years after date of final acceptance of the work. Any leaks or defects occurring during that time shall be repaired immediately and satisfactorily by this contractor at his own expense.

All other sheet metal and roofing work shall be guaranteed by this contractor to remain tight for a period of ten years from date of completion. Any defects occurring during this period shall be repaired by this contractor without cost to the Owner. Approved surety bond shall be furnished covering this work.

CARL C. ADE, A. I. A.



August 23rd, 1926