

**CITY OF WATERTOWN, NEW YORK  
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, November 1, 2010, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Approving Pole Attachment Agreement, National Grid
- Resolution No. 2 - Approving Elevator Professional Services Agreement, Bernier, Carr & Associates, P.C.
- Resolution No. 3 - Approving the Inter-Governmental Agreement Between the City of Watertown and the United States Department of Agricultural, Animal and Plant Health Inspection Service, Wildlife Services, to Establish and Administer a Crow Roost Dispersal Program

**ORDINANCES**

**LOCAL LAW**

**PUBLIC HEARING**

**OLD BUSINESS**

- Tabled – Resolution Accepting Bid for the Roof Replacement on the Administration Building at Thompson Park, Continental Construction
- Tabled – Health Insurance Plan Design Changes

## **STAFF REPORTS**

1. Request for Utility Infrastructure Assistance, Habitat for Humanity
2. Letter from the Small Business Development Center
3. Jefferson Country Industrial Development Agency, Uniform Tax Exemption Policy and Guidelines

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

## **WORK SESSION**

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, NOVEMBER 15, 2010.**

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Pole Attachment Agreement, National Grid

Over the years, the City of Watertown has used the facilities owned by National Grid (formerly Niagara Mohawk) to display the City's holiday decorations. In support of this initiative, National Grid has forwarded, for City Council approval, a Pole Attachment Agreement that provides the policies and procedures regarding the placing of decorative attachments to their utility poles.

Under the terms of this contract, the City of Watertown is charged for the energy consumed. While the contract term is from November 8, 2010 through January 31, 2011, the lights will only be energized from 6:00 p.m. on December 2, 2010 through 4:00 p.m. on January 3, 2011.

While the Agreement calls for the City to obtain Liability Insurance to indemnify National Grid, the City is self-insured for liability insurance. In response to this requirement, the City has in prior years, and will again this year provide National Grid with a letter indicating the fact that we are self insured and will agree to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement.

A resolution approving the Agreement with National Grid has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Pole Attachment Agreement,  
National Grid

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

### *Introduced by*

---

WHEREAS the City of Watertown desires to display holiday decorations throughout the community, and

WHEREAS National Grid, owners of the street lighting system, wishes to permit civic organizations and/or municipal corporations to temporarily attach seasonal decorations, announcements and special-event notifications to their facilities, and

WHEREAS National Grid has asked the City to approve a Pole Attachment Agreement to cover the use of their facilities,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Pole Attachment Agreement, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City of Watertown hereby agrees to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement, and

BE IT FURTHER RESOLVED that City Manager Mary M. Corriveau is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

### **Seconded by**

Date\_\_\_\_\_

NIAGARA MOHAWK  
Systems Risk Management Department  
300 Erie Boulevard West  
Syracuse, NY 13202

Dear Sirs/Madams:

In consideration of your permitting the \_\_\_\_\_ City \_\_\_\_\_ of Watertown, New York, hereinafter called Licensee, and/or its contractor, to attach street decorations to your electric poles or other facilities in the \_\_\_\_\_ City \_\_\_\_\_ of Watertown, New York, during the period from November 8, 2010 to January 31, 2011, the Licensee, hereby agrees to defend, protect and save harmless, Niagara Mohawk Power Corporation, its successors, assigns, officers and employees from all injury and damage to its or their property or persons and from and against any and all claims, demands, orders, injuries, damages, proceedings, suits, actions, judgments, and liabilities of every kind and nature, including but not limited to attorneys fees, arising out of, or resulting at any time hereafter from the attachment, maintenance or removal of said decorations to any and all poles and other fixtures, facilities or properties owned or used by Niagara Mohawk Power Corporation in said City of Watertown, New York.

Furthermore, we understand that Niagara Mohawk does not make any representation of warranty as to the present or future strength, condition, or state of repair to any poles, wires, or apparatus. Individuals shall be test or observation determines that poles are safe to climb. If the integrity of any poles is in question or is marked as unsafe, individuals shall confirm said condition with Niagara Mohawk and refrain from ascending the pole. Should the Licensee, or its contractor, objectively decide to ascend a questionable pole, Licensee shall assume all risk of loss and liability and to any person(s) who may be injured or any property that may be damaged as a result of that action, and shall indemnify and hold harmless NMPC as indicated herein.

Before any such attachment(s) are made, the Licensee will furnish a current certificate of insurance to the Systems Risk Management Department at 300 Erie Boulevard West, Syracuse, New York, 13202. For the duration of this agreement, the Licensee shall maintain at its own expense, insurance policies issued by reputable insurance companies acceptable to Niagara Mohawk, which meet or exceed the requirements listed below:

1. A public liability policy insuring the Licensee against liability for injuries to persons (including death of any time resulting therefrom) and damage to property, resulting or arising from or connected with Licensee operations under this Agreement with the following minimum limits of liability per occurrence:

Bodily Injury - \$1,000,000 / 1,000,000

Property Damage - \$1,000,000 / 1,000,000

OR

**Combined Single Limit - \$1,000,000**

OR

BI & PD per Occurrence - \$1,000,000  
General Aggregate & Product Aggregate - \$2,000,000 each

This policy shall include Contractual Liability and include Niagara Mohawk as an additional insured.

Very truly yours,

---

Mary Corriveau, City Manger  
City of Watertown  
Watertown, New York 13601

Approval of the offer granted  
contingent upon receipt of insurance  
specified above

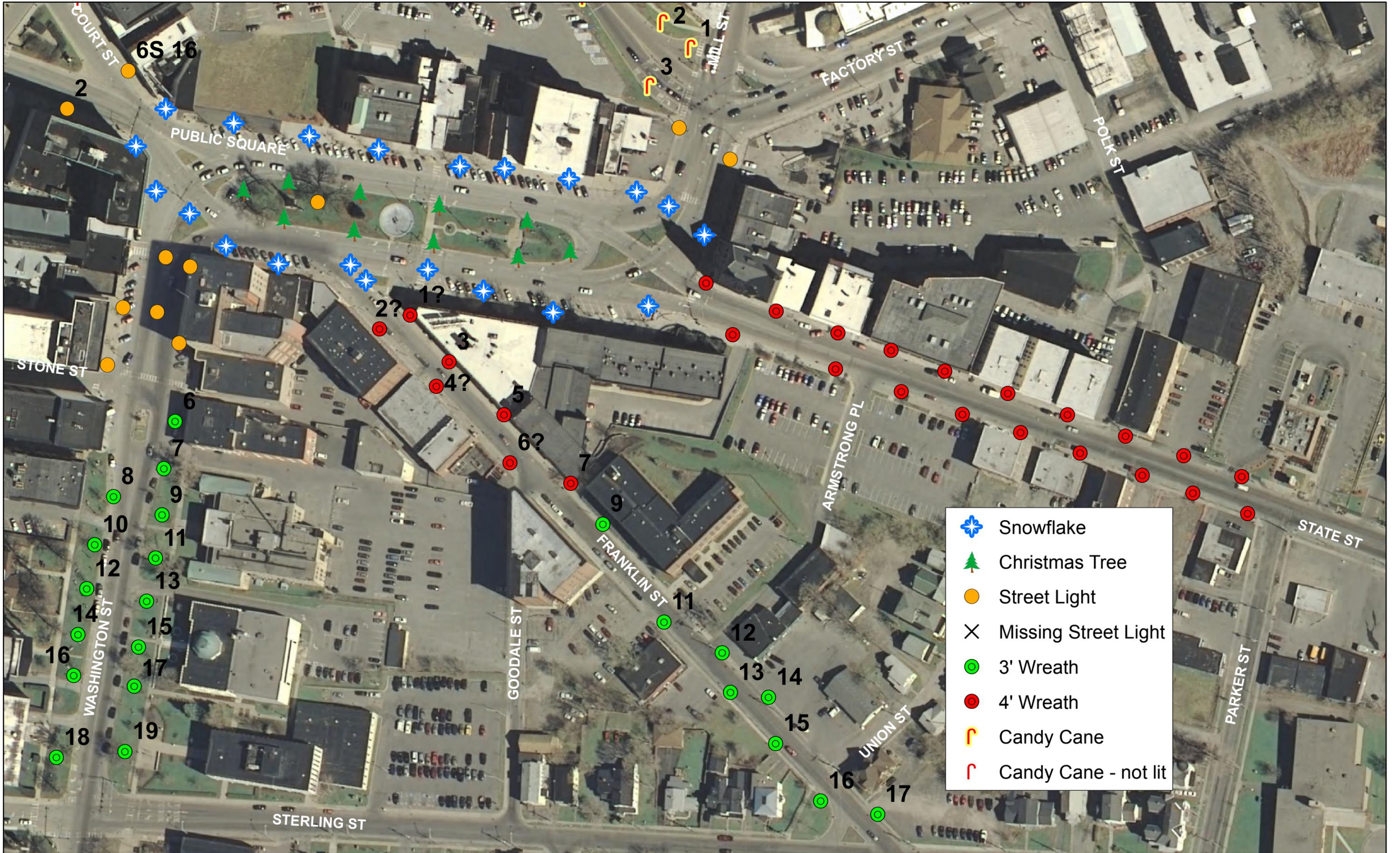
NIAGARA MOHAWK POWER CORPORATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

(Upon execution, one copy of this Agreement is to forwarded immediately to the Manager of Insurance, System Risk Management Department)

Revised: August 28, 1995



0 200 400 Feet

Holiday Decorations - Downtown







# Holiday Streetlight Decoration Schedule

## INSTALLED INVENTORY

Type of Decoration	Quantity
Candy Cane 6ft	19
Candy Cane 8ft	23
Christmas Tree	10
Snowflake	21
Wreath 3ft	30
Wreath 3ft - Side Mount	0
Wreath 4ft	26
Outdoor Mechanical Timers	44
	<b>173</b>



# Holiday Streetlight Decoration Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
13	Arsenal Street	South Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
14	Arsenal Street	North Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
15	Arsenal Street	South Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
16	Arsenal Street	North Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
17	Arsenal Street	South Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
18	Arsenal Street	North Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
19?	Arsenal Street	South Side	New Style Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
20	Arsenal Street	North Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
2	Arsenal Street	South Side	Aluminum Poles	None	No	N/A	Un-Metered	No
3	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
4	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
5	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
7	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
8	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
9	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
10	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
11	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
12	Arsenal Street	North Side	Aluminum Poles	None	No	N/A	Un-Metered	No
1	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
2	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
3	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
4/5	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
6/7	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
8/9	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
10/11	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
12/13	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
14/15	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
16/17	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
1?	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
2	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
3	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
4	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
5	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
6	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
7	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
8	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
9	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
10	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
12	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
13	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
14	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
 On those decoration the lights will be lit from 4:00 p.m. until 12:00 a.m.



# Holiday Streetlight Decoration Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
23	Coffeen Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No
24	Coffeen Street	Southwest Side	Aluminum Poles	None	No	N/A	Un-Metered	No
6S 16	Court Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No
6S 15	Court Street	Northeast Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 17	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 14	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 18G	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 19	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 13	Court Street	Northeast Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 20	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 12	Court Street	Northeast Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 21	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 11	Court Street	Northeast Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 10	Court Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No
6S 9	Court Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No
1?	Franklin Street	Northeast Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
2?	Franklin Street	Southwest Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
3	Franklin Street	Northeast Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
4?	Franklin Street	Southwest Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
5	Franklin Street	Northeast Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
6?	Franklin Street	Southwest Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
7	Franklin Street	Northeast Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
9	Franklin Street	Northeast Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
11	Franklin Street	Southwest Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
12	Franklin Street	Northeast Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
13	Franklin Street	Southwest Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
14	Franklin Street	Northeast Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
15	Franklin Street	Southwest Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
16	Franklin Street	Southwest Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
17	Franklin Street	Northeast Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
N/A	Mill Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	No
N/A	Mill Street	Exterior Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
N/A	Mill Street	Exterior Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
 On those decoration the lights will be lit from 4:00 p.m. until 12:00 a.m.



# Holiday Streetlight Decoration Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Exterior Perimeter	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	Yes
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
N/A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
N/A	Public Square	Interior Main Island - Interior	Streetscape Ornamental	None	No	N/A	Un-Metered	No
19	Washington Street	East Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
18	Washington Street	West Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
17	Washington Street	East Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
16	Washington Street	West Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
15	Washington Street	East Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
14	Washington Street	West Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
13	Washington Street	East Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
12	Washington Street	West Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
11	Washington Street	East Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
10	Washington Street	West Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
9	Washington Street	East Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
8	Washington Street	West Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
7	Washington Street	East Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
6	Washington Street	East Side	Ornamental	Wreath 3ft	No	N/A	Un-Metered	No
N/A	Washington Street	Interior Traffic Island	Streetscape Ornamental	None	No	N/A	Un-Metered	No
N/A	Washington Street	Interior Traffic Island	Streetscape Ornamental	None	No	N/A	Un-Metered	No
N/A	Washington Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	540	Un-Metered	No
N/A	Washington Street	Exterior Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
N/A	Washington Street	Exterior Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
N/A	Washington Street	Exterior Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
N/A	Washington Street	Exterior Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
 On those decoration the lights will be lit from 4:00 p.m. until 12:00 a.m.



## Holiday Streetlight Decoration Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
N/A	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
N/A	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
 On those decoration the lights will be lit from 4:00 p.m. until 12:00 a.m.









Woods



OUTDOOR MECHANICAL

**TIMER**

**HEAVY DUTY**



## Model 49382US and 59382 Daily Mechanical Timer

### Instructions

- 1) Adjust timer dial to correct time by turning dial until the correct time is set against the arrow head.
- 2) To set "ON" time, push segment pins down to corresponding "ON" period. To set "OFF" time, pull segment pins up to corresponding "OFF" time.
- 3) Set manual override switch to  position.
- 4) Switch unit to "ON" position and plug into timer.

\*Note: To override current settings, simply push override switch.

- If you are using an outdoor extension cord, plug into your timer receptacle. If you are not using an outdoor extension cord, plug your outdoor Christmas or other incandescent lights into your timer receptacle. The total cumulative wattage of all the lights must not exceed 500W.
- For best results, plug your timer directly into a wall receptacle that is at least 1 or 2 feet above the ground with outlets facing down. This prevents snow accumulation on the timer.

**DO NOT SUBMERGE IN WATER.**

**DO NOT EXCEED RATED CAPACITY.**

Use a 3 conductor, GFCI-protected outlet.

This device must be mounted in a vertical position with the receptacle facing downwards and the receptacle not reaching the ground level.

### SPECIFICATIONS

8' 14/3 SJTW cord

125V / 60Hz

15A / 1875W Resistive (general purpose)

4A / 500W Tungsten (lighting)

5A / 625VA Fluorescent (ballast)

15FLA, 90LRA



Coleman Cable, Inc.  
Waukegan, IL 60085

© 2008 Coleman Cable, Inc.

Printed in China

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 10-26-10 Ref: PW 030-10
<b>To:</b>	Mary Corriveau, City Manager	
<b>Subject:</b>	Holiday Decorations National Grid Pole Attachment Agreement	

Attached for your review and City Council approval is the proposed 2010-2011 National Grid Pole Attachment Agreement. This standard agreement addresses two specific issues, the first being an indemnification agreement protecting National Grid from any damage sustained to or by their poles due to the attachment of the City's holiday decorations; the second, provides a means, by way of the summary attachment, of quantifying the power to be consumed based upon prior lamp inventory and this years energized/de-energized schedule.

As you will note this agreement is similar to what was authorized last year with National Grid identifying the decoration attachment period as running from November 8<sup>th</sup> through January 31<sup>st</sup> and the energized period as running from 6:00 p.m. on Thursday, December 2<sup>nd</sup> through 4:00 p.m. on Monday, January 3<sup>rd</sup>.

In order to address the required Liability Insurance to indemnify National Grid, the City will need to provide National Grid with a letter indicating the fact that we are self insured and will agree to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement.

Should you have any questions concerning this agreement, please do not hesitate to contact me at your convenience.

*Gene*

cc: Peter Monaco, Assistant Superintendent of Public Works  
 Ralph Green, Electric Department Crew Chief  
 DPW files:  
     Christmas Decorations, 2010/2011  
     National Grid:  
         Pole Attachment Agreement

October 1, 2010

Mr. Jeffrey Graham  
Mayor  
City of Watertown  
Mayor's office  
245 Washington St  
Watertown, NY 13601



Dear Mr Graham:

**Re: Attachments to National Grid Poles**

It is the time of year again when municipalities begin planning for decorating their business districts for the holidays. This letter is to inform you of National Grid's policy and procedure regarding any and all attachments (not just holiday) to our facilities and the energy used by such, whether they are attached to poles owned by National Grid or by the municipal corporation.

National Grid's policy is to permit civic organizations and/or municipal corporations to temporarily (typically not to exceed 120 days per calendar year) attach seasonal decorations, announcements and special-event notifications of reasonable size to our facilities if they are considered safe and adequate to support the attachments.

If you are planning to install holiday decorations or other types of attachments on our poles, we **require** that a signed Attachment Agreement be submitted to our office along with an insurance certificate, showing proof of public liability and property damage insurance and specifying the amount and duration of coverage. Attachments to jointly owned poles must be approved by the appropriate telephone company in addition to receiving National Grid's approval.

Your written request should include the following:

- ◆ Location of attachments. (Pole number(s), street names, etc.)
- ◆ Date you wish to install decorations or attachments
- ◆ Date you will remove decorations or attachments
- ◆ Projected square area of attachment, weight of material, type of material, length of support arm (if applicable)
- ◆ Method of attachment to facility
- ◆ Name of contact person and phone number
- ◆ \*Connected wattage at each location
- ◆ \*Type of controller (time clock, photo cell, number of hours of operation)

\*Need for attachments that require energy from National Grid-installed convenience outlets. The information will allow us to calculate a flat rate bill based on P.S.C. 207, S.C.#2, Non-Demand Rate for the energy used through the outlets. The flat rate bill will be sent after the January termination date given on the attachment contract. Please provide us with the name of the civic organization or municipal corporation responsible for the electric service bill. We will also need to know the name of the contact person and telephone number in case any problems arise.

Over→

**Page 2**  
**Holiday Decorations**  
**10/01/10**

We will be more than happy to process your request as a service to you at no charge. However, if we need to modify our facilities for safety clearances or other installation concerns, you will be billed. We will discuss this with you prior to proceeding with any field changes in case an alternate location is available.

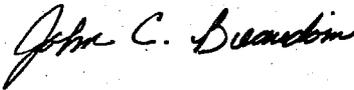
If any proposed attachment requires energy on a pole where a convenience outlet does not exist, we can install a convenience outlet for you. Charges for these outlets vary depending on the type of pole it is being installed on. Again, energy used will be billed. Please contact us for more information.

Enclosed is an Attachment contract. Please complete, sign and return the contract along with your insurance certificate prior to installation.

As a reminder, an agreement and insurance certificate are also required for any other attachments or the use of convenience outlets at any time throughout the year (i.e., flag attachments, festival, flower baskets, banners, etc.).

Best wishes for a safe and happy holiday season. If you have any questions, please feel free to contact your Consumer Representative, Todd M. Froysell, at 315-785-7225.

Sincerely,



John C. Beaudoin  
Manager Support Services

JCB/amh  
Enclosure

Res No. 2

October 28, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Elevator Professional Services Agreement,  
Bernier, Carr & Associates, P.C.

Included in the Fiscal Year 2010 – 2015 Capital Plan are two projects related to elevators. Staff developed a scope of work and issued an RFP for the design of these two elevator projects.

The first project is contained in FY 2011-2012 and calls for the installation of a “sally port” in the Municipal Building. This project will provide for a secure prisoner entrance and elevator to City Court. Bringing prisoners to City Court through the Sterling Street entrance has been an issue of concern for years. This project will eliminate the possibility that prisoners will have contact with the public as they are moved to and from City Court.

In addition, the Fiscal Year 2010 – 2015 Capital Plan includes a project in FY 2014-2015 for the installation of a freight elevator in the Department of Public Works Administration Building on Newell Street. This freight elevator is already past its service life and we are concerned that it could fail at any point. Therefore, we did an RFP for the design of both of these elevators. Staff reviewed the four responses received and recommend that the City Council consider entering into an Agreement for Professional Services with Bernier Carr & Associates.

Attached is an Agreement for Professional Services with Bernier, Carr & Associates, P.C. , which provides for the design these two elevator projects. The total cost associated with the design is \$ 67,505. I am recommending that the \$60,000 in funding that was initially appropriated in FY 2005-06 for the Sally Port project, be used to pay for the design of these two projects. At this time, \$67,064 is contained in this Capital Project Account.

A resolution has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Professional Services Agreement,  
Bernier, Carr & Associates, P.C.

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

### *Introduced by*

---

WHEREAS the City of Watertown has included in its FY 2010- 2011 Five-year Capital Plan Budget, projects for the replacement of two elevators, and

WHEREAS one project is for a “sally port” in the Municipal Building for FY 2011-2012 provide for a secure prisoner entrance and elevator to City Court, and

WHEREAS the second project is to replace a freight elevator at the Department of Public Works Administration Building in FY 2014-2015, and

WHEREAS the City of Watertown issued an RFP for Professional Services, with the four responses reviewed by Staff, who recommend that the City Council approve the Professional Services Agreement with Bernier, Carr & Associates, P.C. for the design of these two projects,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement with Bernier, Carr & Associates, P.C. of Watertown, New York, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager, Mary M. Corriveau, is hereby authorized and directed to execute the Agreement on behalf of the City.

### **Seconded by**

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this 12<sup>th</sup> day of October, 2010, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the "City"), and Bernier, Carr & Associates, P.C., a New York professional corporation with principal offices located at 327 Mullin Street, Watertown, New York 13601 (Architect).

### RECITALS

WHEREAS, on June 23, 2010, the City issued a Request for Proposals, providing a scope of work for the provision of professional architectural/engineering services in connection with the evaluation and/or design of upgrades or replacement of building elevators commonly known as the City Hall Prisoner Elevator and the DWP Maintenance Building Elevator; and

WHEREAS, Architect responded to the Request for Proposals by a document entitled "Fee Proposal" dated July 23, 2010, responding to the scope of work to be performed, providing a schedule of fixed fees for services by Phase, and containing a fixed fee for those services; and

WHEREAS, the City and Architect desire to enter into an Agreement for the provision of the professional services outlined in the Architect's Fee Proposal dated July 23, 2010; and

WHEREAS, the provision of architectural/engineering services are professional services within the meaning of the New York General Municipal Law; the parties agree as follows:

## AGREEMENT

### **1. Scope of Services.**

The scope of services to be performed by Architect for the City in connection with the City Hall prisoner elevator is as set forth on the scope of work dated 23 June 2010, a copy of which is attached as Exhibit "A." The scope of services to be performed by Architect for the City in connection with the DPW Maintenance Building Elevator is set forth on the scope of work dated 23 June 2010, a copy of which is attached as Exhibit "B." The total fees to the City for the services to be performed, allocated by Architect to each identified Phase of Work, is as outlined in Architect's Fee Proposal attached as Exhibits "C" and "D."

Architect shall provide qualified personnel to perform the assigned work. At all times relevant to this Agreement, Architect's employees shall be regarded as its employees, and not City employees. Accordingly, Architect shall be responsible for the payment of all wages, as well as insurances (including Workers' Compensation and disability insurance), and for any and all safety issues pertaining to its employees.

Architect shall maintain commercial general liability coverage during its performance of the services outlined at Exhibits "A" and "B," in the minimum amount of \$1,000,000 per person/\$2,000,000 in the aggregate, naming the City as an additional insured. Architect shall provide the City with a certificate of insurance evidencing this coverage prior to commencing work.

### **2. City Representative.**

The City Engineer of the City of Watertown shall be the City's approval authority for all services to be performed under this Agreement. The City Engineer shall designate a City representative from whom all assignments to Architect shall be issued and to whom all reports concerning the engineering services to be performed pursuant to this Agreement shall be provided. The City Engineer's designation of the City's representative shall be in writing.

**3. City to Provide File Documents.**

The City shall provide the Architect with complete access to the City's file documents concerning the existing elevator facilities. It is anticipated that copies of relevant documents will be provided by City staff. When originals are provided, Architect shall return any original documents upon completion of the task for which they were made available.

**4. City Property.**

All documents, reports, studies, recommendations, plans, and/or instruments of services prepared by Architect and provided to the City, both written and electronic, shall become the property of the City upon provision.

**5. Term of Agreement.**

The performance of services by Architect shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction, no later than March 1, 2011.

**6. Payment.**

The City shall provide payment in accordance with the following schedule:

City Hall Prisoner Elevator

Payment No. 1 at completion of final design	\$ 25,710 plus expenses
Payment No. 2 at the completion of construction	\$ 8,285 plus expenses

DPW Maintenance Building Elevator

Payment No. 1 at completion of final design	\$ 19,920 plus expenses
Payment No. 2 at the completion of construction	\$ 13,590 plus expenses

**7. Disputes.**

The venue of any dispute under this Agreement shall be in the New York State Supreme Court in and for Jefferson County, New York.

8. Notices.

To the City: Watertown City Manager  
City of Watertown  
245 Washington Street  
Watertown, New York 13601

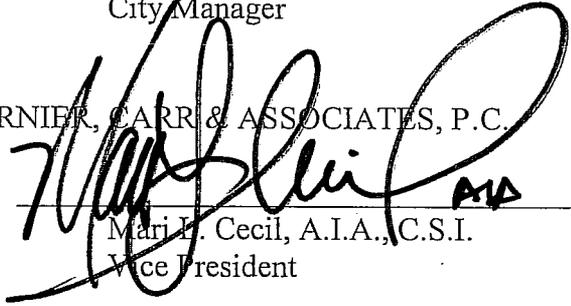
To the Architect: Bernier, Carr & Associates, P.C.  
Mari L. Cecil, A.I.A., C.S.I., Vice President  
327 Mullin Street  
Watertown, New York 13601

WHEREFORE, the parties have signed this Agreement this 12<sup>th</sup> day of October, 2010.

CITY OF WATERTOWN

By: \_\_\_\_\_  
Mary M. Corriveau  
City Manager

BERNIER, CARR & ASSOCIATES, P.C.

By:  \_\_\_\_\_  
Mari L. Cecil, A.I.A., C.S.I.  
Vice President

## Exhibit "A"

The scope of services to be performed by Architect for the City in connection with the City Hall prisoner elevator is as set forth on the scope of work dated 23 June 2010:

- Bernier, Carr & Associates and City representatives will review in the field the areas to be impacted by the elevator addition including, but not limited to, the existing buildings architectural/ structural, site, and mechanical and electrical system impacts as well as hazardous materials (i.e., lead, asbestos, and/or PCB's).
- As part of our Phase II services, we will provide recommendations on the types of elevator recommended for this location (whether conventional, hydraulic, holeless hydraulic or a traction elevator). We will complete preliminary plans, sections and preliminary details for utility relocations, mechanical and electrical impacts, as well as a preliminary site layout showing the impact on parking/drives and site utilities. We will also prepare a preliminary opinion of probable construction cost. At this stage, we would request a preliminary review with the City Code Enforcement Office to review our preliminary code compliance planning information. We would anticipate that the pre-demolition tests for asbestos, lead, and PCB's would be completed during this phase.
- Based on the discussions and decisions of Phase II, we would commence with Phase III Final Design. During this phase, we will develop final construction documents for all trades associated with an elevator addition including contract drawings and specifications as well as updating the Opinion of Probable Construction Cost (engineer's estimate). The construction documents will be suitable for public bidding.
- In addition, prior to bidding, we would review the contract documents with the City Engineering Department as well as with the City Code Enforcement Office. Any modifications/clarifications that are determined at this time would be incorporated into the documents prior to bidding. We will also review the Builder's Exchange Bidding Projects List for other project bid dates in order for the City to receive as many competitive bids as possible without conflicting with other projects that are out to bid.
- Phase IV. We will assist the city of Watertown with all phases of bidding including:
  - Responding to bidders RFI's (requests for information/ questions).
  - Attend pre-bid conference with contractors.
  - Issuance of addenda as required to clarify the contract documents.
  - Assist/attend bid opening. Subsequent to the bid opening, we will request and review the contractor's qualifications; prepare budget summary showing comparison to original "engineer's estimate," prepare contractor recommendations of award for the City's consideration

## Exhibit “B”

The scope of services to be performed by Architect for the City in connection with the DPW Maintenance Building Elevator is set forth on the scope of work dated 23 June 2010.

Working with Bernier, Carr & Associates, the City will determine the classification (whether the new freight elevator shall be Class A, B, C1, C2 or C3) and the loading requirements of the freight elevator. We will also review the impacts of the adjacent spaces as a result of the new freight elevator. Our Structural Engineer will review and document the structural integrity of the existing elevator shaft.

Bernier, Carr & Associates and City representatives will review in the field the areas to be impacted by the freight elevator reconstruction including but not limited to the existing buildings architectural/structural site impacts, as well as hazardous materials such as lead, asbestos and/or PCB's (polychlorinated biphenyls).

As part of our Phase II services, we will provide recommendations on the types of freight elevator classification and capacity based on our understanding of the discussions of the Preliminary meeting. (whether oilhydraulic or a traction elevator). We will complete preliminary plans, sections and preliminary details for utility relocations, mechanical, plumbing and electrical. We will also prepare a Preliminary Opinion of Probable Construction Cost. At this stage, we would request a preliminary review with the City Code Enforcement Office to review our preliminary code compliance planning information. We would anticipate that the pre-demolition tests for asbestos, lead and PCB's would be completed during this phase.

Based on the discussions and decisions of Phase II, we will commence with Phase III Final Design. During this phase, we will develop final construction documents for all trades associated with a freight elevator reconstruction including contract drawings, specifications as well as updating the opinion of probable construction cost (engineer's estimate). These construction documents will be suitable for public bidding.

In addition, prior to bidding, we would review the contract documents with the City Engineering Department as well as with the City Code Enforcement Office. Any modifications/clarifications that are determined at this time would be incorporated into the documents prior to bidding. We will also review the Builder's Exchange Bidding Projects List for other project bid dates in order for the City to receive as many competitive bids as possible without conflicting with other project that are out to bid.

Phase IV. We will assist the City of Watertown with all phases of bidding including:

- Responding to bidders RFI's (requests for information/ questions).
- Attend pre-bid conference with contractors.
- Issuance of agenda as required to clarify the contract documents
- Assist/attend bid openings.
- Subsequent to the bid opening, we will request and review the contractor's qualifications; prepare budget summary showing comparison to original "engineer's estimate," prepare contractor recommendations of award for the City's consideration.

# Exhibit "C"

The total fees to the City for the services to be performed.

## City of Watertown Elevator Project

## Newell Street Freight Elevator

	Project Manager	Project Architect/ Principal	Structural Engineer	Mechanical Engineer	Elect. Engineer	Site Engineer	CADD	Elevator Consultant	Clerical	Printing	Total Fee
<b>Phase 1 - Project Scoping</b>											
Project Scoping Meeting		2									
Verification of Existing Conditions		2	2	2	2						
Structural Review of Existing Bld'g											
Total Hours	0	4	2	2	2	0	0	0	0	0	
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 90	\$ 90	\$ 75	\$ 75	\$ 100	\$ 50	\$ 50	
	\$ -	\$ 560	\$ 240	\$ 180	\$ 180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,160
<b>Phase 2 - Preliminary Design</b>											
Verification of Existing Conditions		2									
Structural Review of Existing Bid'g			4								
Code Compliance Review		4									
Preliminary drawings		4	2	2	2	2	48			1	
Engineer's Estimate	2	2		2	2	2					
Preliminary Review Meeting with City Engineering & Code Office	2	2									
Total Hours	2	14	6	4	4	4	48	0	0	1	
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 90	\$ 90	\$ 75	\$ 75	\$ 100	\$ 50	\$ 50	
	\$ 190	\$ 1,960	\$ 720	\$ 360	\$ 360	\$ 300	\$ 3,600	\$ -	\$ -	\$ 50	\$ 7,540
<b>Phase 3 - Final Design</b>											
Preparation of Contract Documents							84				
Preparation of Technical Specifications		12	4	4	4				8		
Bid Document Coordination with City											
Update Engineer's Estimate	6								2		
Final Design Meeting	2	2						4		2	
Total Hours	8	14	4	4	4	0	84	4	10	2	
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 90	\$ 90	\$ 75	\$ 75	\$ 100	\$ 50	\$ 50	
	\$ 760	\$ 1,960	\$ 480	\$ 360	\$ 360	\$ -	\$ 6,300	\$ 400	\$ 500	\$ 100	\$ 11,220
<b>Phase 4 - Bidding</b>											
Pre-Bid Meeting	2	2	2	2	2						
Respond to Bid RFI's	6										
Addenda		12	2	2	2	2			8		
Bid Opening											
Bid Review		4							2		
Bid Award Meeting		2									
Total Hours	8	20	4	4	4	2	0	0	10	0	
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 90	\$ 90	\$ 75	\$ 75	\$ 100	\$ 50	\$ 50	
	\$ 760	\$ 2,800	\$ 480	\$ 360	\$ 360	\$ 150	\$ -	\$ -	\$ 500	\$ -	\$ 5,410

Exhibit "C" (continued)

City of Watertown Elevator Project

Newell Street Freight Elevator

	Project Manager	Project Architect/ Principal	Structural Engineer	Mechanical Engineer	Elect. Engineer	Site Engineer	CADD	Elevator Consultant	Clerical	Printing	Total Fee
<b>Construction Phase</b>											
Pre-Construction Meeting	6										
Site Meetings - 6 each	6		2								
Construction RFIs	3		2	1	1	1					
Submittals		3	3	2	2	2		2			
Payment Requisition Review		8									
Change Orders	4	4									
Closeout	4										
Correspondence	6	8						4			
Total Hours	29	23	7	3	3	3	0	6	0	0	
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 90	\$ 90	\$ 75	\$ 75	\$ 100	\$ 50	\$ 50	
	\$ 2,755	\$ 3,220	\$ 840	\$ 270	\$ 270	\$ 225	\$ -	\$ 600	\$ -	\$ -	\$ 8,180
Subtotal											\$ 8,180
<b>Other</b>											
Asbestos Survey											TBD
Expenses											
Travel											TBD
Printing											\$ 1,000
Subtotal											\$ 1,000

Total Estimated Time & Cost of A/E Services \$ 33,510

# Exhibit "D"

The total fees to the City for the services to be performed.

## City of Watertown Elevator Project

## City Court Prisoner Elevator

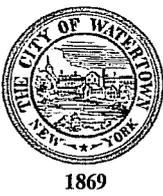
	Project Manager	Project Architect/ Principal	Structural Engineer	Mechanical Engineer	Elect. Engineer	Site Engineer	CADD	Elevator Consultant	Clerical	Printing	Total Fee
<b>Phase 1 - Project Scoping</b>											
Project Scoping Meeting		2									
Verification of Existing Conditions		2	2	2	2	2					
Structural Review of Existing Bld'g											
Total Hours	0	4	2	2	2	2	0	0	0	0	
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 90	\$ 90	\$ 75	\$ 75	\$ 100	\$ 50	\$ 50	
	\$ -	\$ 560	\$ 240	\$ 180	\$ 180	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ 1,310
<b>Phase 2 - Preliminary Design</b>											
Verification of Existing Conditions		2									
Structural Review of Existing Bld'g			4								
Code Compliance Review		4									
Preliminary drawings		8	2	2	2	2	48			1	
Engineer's Estimate	2	2		2	2	2					
Preliminary Review Meeting with City Engineering & Code Office	2	2									
Total Hours	2	18	6	4	4	4	48	0	0	1	
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 90	\$ 90	\$ 75	\$ 75	\$ 100	\$ 50	\$ 50	
	\$ 190	\$ 2,520	\$ 720	\$ 360	\$ 360	\$ 300	\$ 3,600	\$ -	\$ -	\$ 50	\$ 8,100
<b>Phase 3 - Final Design</b>											
Preparation of Contract Documents							84				
Preparation of Technical Specifications		12	4	4	4	4			8		
Bid Document Coordination with City											
Update Engineer's Estimate	2								2		
Final Design Meeting	2	2								2	
Total Hours	4	14	4	4	4	4	84	0	10	2	
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 90	\$ 90	\$ 75	\$ 75	\$ 100	\$ 50	\$ 50	
	\$ 380	\$ 1,960	\$ 480	\$ 360	\$ 360	\$ 300	\$ 6,300	\$ -	\$ 500	\$ 100	\$ 10,740
<b>Phase 4 - Bidding</b>											
Pre-Bid Meeting	2	2	2	2	2	2					
Respond to Bid RFI's	6										
Addenda		12	2	2	2	2			8		
Bid Opening											
Bid Review		4							2		
Bid Award Meeting		2									
Total Hours	8	20	4	4	4	4	0	0	10	0	
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 90	\$ 90	\$ 75	\$ 75	\$ 100	\$ 50	\$ 50	
	\$ 760	\$ 2,800	\$ 480	\$ 360	\$ 360	\$ 300	\$ -	\$ -	\$ 500	\$ -	\$ 5,560

Exhibit "D" (continued)

City of Watertown Elevator Project

City Court Prisoner Elevator

	Project Manager	Project Architect/ Principal	Structural Engineer	Mechanical Engineer	Elect. Engineer	Site Engineer	CADD	Elevator Consultant	Clerical	Printing	Total Fee
<b>Construction Phase</b>											
Pre-Construction Meeting	6										
Site Meetings - 6 each	6										
Construction RFIs	3		2	1	1	1	1				
Submittals		3	3	3	3	3	3		2		
Payment Requisition Review		8									
Change Orders	4	4									
Closeout	4										
Correspondence	8	8									
Total Hours	31	23	5	4	4	4	4	2	0	0	
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 90	\$ 90	\$ 75	\$ 75	\$ 100	\$ 50	\$ 50	
	\$ 2,945	\$ 3,220	\$ 600	\$ 360	\$ 360	\$ 300	\$ 300	\$ 200	\$ -	\$ -	\$ 8,285
Subtotal											\$ 8,285
<b>Other</b>											
Asbestos Survey											TBD
Expenses											
Travel											TBD
Printing											\$ 1,000
Subtotal											\$ 1,000
<b>Total Estimated Time &amp; Cost of A/E Services</b>											\$ 33,995



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM



DATE: October 26, 2010

TO: Mary Corriveau, City Manager

FROM: Kurt W. Hauk, City Engineer *KWH*

SUBJECT: Elevator Professional Services Agreement

Enclosed is a Professional Services Agreement for the evaluation of City facilities for the design and installation of an elevator at City Hall to serve as a prisoner secure entrance and also a freight elevator at the DPW Newell Street building.

The DPW Newell Street elevator is currently in the 5 year capital plan in FY 14-15. The prisoner elevator is listed in the 5 year capital plan as "Sally Port" in FY 11-12.

Progressing the design this winter for the prisoner elevator will allow work to start early in the fiscal year.

The DPW freight elevator is farther out in the capital plan. If it should fail, it will have a big impact to the DPW in the ability use and access the storage area of the building. By having the design ready and on the shelf, we would be in a better position to react and rearrange the priorities to get this elevator replaced should it not last until 2014. The current elevator is original to the building and is well passed the service life.

The City Attorney has reviewed and provided comment on the agreement.

Please prepare a Resolution for City Council consideration. The original copies are in the Engineering Office and will be forwarded for your signature should the Resolution has been approved.

cc: Jim Mills, City Comptroller  
Joe Goss, Police Chief  
Gene Hayes, DPW Superintendent  
Jeff Hammond, CE-I  
File

GENERAL FUND	FY 09-10 and past years' outstanding projects	FY 2010-11 projects	FY 2011-12 projects	FY 2012-13 projects	FY 2013-14 projects	FY 2014-15 projects					
Arena		Roof surface coating	\$ 90,000	Fire protection upgrades	\$ 120,000	Bleacher replacement	\$ 180,000	Toilet and zamboni room additions	\$ 170,000	Locker room renovations	\$ 185,000
		Concession stand renovations	\$ 35,000	Entrance vestibules	\$ 50,000						
DPW Newell Street Facilities	Vehicle wash facility improvements, ventilation and rail extensions	\$ 125,000								Administration building freight elevator	\$ 125,000
Fire											
Municipal Buildings		Chiller and tower replacement	\$ 235,000	Sally Port	\$ 200,000					City Hall building envelope	\$ 315,000
Parking Lots		J.B. Wise parking lot	\$ 2,393,438								
River Parks Development	Marble Street	\$ 346,000									
	Bi-Centennial Park	\$ 326,000									
Thompson Park	Conservancy administration building roof	\$ 80,000						Stone work rehabilitation	\$ 250,000	Roadway paving	\$ 150,000
										Playground cushion replacement	\$ 150,000
										Playground replacement	\$ 200,000
										Pavilion and restroom roof replacement	\$ 200,000
Traffic Control & Lighting				Holcomb / Mullin / Clinton / Massey intersections (in-house design)	\$ -						
<b>TOTAL FACILITY IMPROVEMENTS</b>		<b>\$ 877,000</b>	<b>\$ 2,753,438</b>		<b>\$ 370,000</b>		<b>\$ 180,000</b>		<b>\$ 420,000</b>		<b>\$ 1,325,000</b>

Res No. 3

October 28, 2010

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Crow Roost Dispersal Program 2010-2011

As the Council is aware, from 2005-2008 the City hired the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services to administer and conduct a crow roost dispersal program in the City. The program uses multiple hazing methods including distress calls, pyrotechnics, predator eye balloons and lasers with the objective of reducing winter crow roosts in the City. The program has been successful in the past as it has helped alleviate the burden of urban crows in the downtown area as well as throughout the City.

In 2009, the City had a contract with Wildlife Services but we did not have them perform any services as the relatively mild winter kept the crow roost population in the City at tolerable levels.

Staff has been working with Wildlife Services to develop the attached Inter-Governmental Agreement and Work Plan to conduct the program for 2010-2011. Under the work plan, Wildlife Services will provide trained USDA Wildlife biologists/specialists to implement an initial 3 day hazing program to disperse the crows from roosting in the City at a cost of \$5,950. Wildlife Services will also provide 1 day follow up hazing treatments when requested by the City at a cost of \$1,185 per visit. The prices in the agreement have remained unchanged from last year.

As requested, I have also attached an excerpt from the Council's December 14, 2009 work session at which Mark Carrara, Supervisory Biologist from Wildlife Services presented information to the City Council on the program.

A resolution approving the Agreement between the City of Watertown and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services for a Crow Roost Dispersal Program is attached for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving the Inter-Governmental Agreement Between the City of Watertown and the United States Department of Agricultural, Animal and Plant Health Inspection Service, Wildlife Services, to Establish and Administer a Crow Roost Dispersal Program

Council Member BURNS, Roxanne M.  
Council Member BUTLER, Joseph M. Jr.  
Council Member MACALUSO, Teresa R.  
Council Member SMITH, Jeffrey M.  
Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

### *Introduced by*

WHEREAS, the City of Watertown has been in contact with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services regarding professional services to help alleviate the nuisance of crows within the City and to administer a crow roost dispersal program, and

WHEREAS, the City of Watertown has an urban winter crow roost that is a threat to human health and safety, causes damage to buildings and cars and results in associated clean up costs, and

WHEREAS, Wildlife Services uses multiple hazing methods including distress calls, pyrotechnics, predator eye balloons and lasers with the objective of reducing winter crow roosts, and

WHEREAS, by using this strategy, the crows should relocate to an alternate, more suitable roosting site reducing local conflicts associated with urban roost, and

WHEREAS the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services has prepared an Inter-Governmental Agreement, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Inter-Governmental Agreement between the City of Watertown and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services to establish and administer a crow roost dispersal program, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Mary M. Corriveau, to execute the Agreement on behalf of the City of Watertown.

### **Seconded by**

**COUNCIL WORK SESSION  
CITY OF WATERTOWN  
DECEMBER 14, 2009**

**Excerpt  
7:00 PM**

**MAYOR JEFFREY E. GRAHAM PRESIDING**

**PRESENT: COUNCIL MEMBER JASON R. BURTO  
COUNCIL MEMBER JOSEPH M. BUTLER, JR.  
MAYOR GRAHAM**

**ABSENT: COUNCIL MEMBER ROXANNE M. BURNS  
COUNCIL MEMBER JEFFREY M. SMITH**

**ALSO PRESENT: MARY M. CORRIVEAU, CITY MANAGER**

**Crow Abatement Program**

Mark Carrara, Supervisory Biologist, USDA, Wildlife Services, addressed the chair explaining that this is the 4<sup>th</sup> or 5<sup>th</sup> year for the program. The 2003 survey showed that the crow population was around 6,000. Last year, it was up to 13,000. This is happening across the country. Mr. Carrara commented that there can be thousands of crows in the city and if no one calls, there is no problem. However, if there is a call then there is a problem. He explained that the City of Auburn had 60,000 crows annually. He commented that the tools used in Watertown's program are harassment tools such as pyrotechnics, handheld lasers and amplified stress calls.

Mr. Carrara remarked that we were lucky that we had a very mild fall and higher than normal temperatures. He commented that crows are smart birds and this is not unique to Watertown. He answered questions concerning lethal methods. He explained that there is a registered restrictive use pesticide used for another type of bird that has not yet been registered in New York State to be used for crows. It has been used with success in Virginia. There are also high powered pellet rifles that could be used in conjunction with the pyrotechnics.

Mr. Carrara explained that the crows don't do all that much damage to trees. However, the problem is the mess and the noise that the crows make.

Mayor Graham remarked that he is not wild about using pesticides.

Council Member Butler asked if perhaps the high powered pellet gun would be worth considering this year.

Mr. Carrara remarked that it depends on the amount of the problem and might be worth considering. The crows associate the sound of the pyrotechnics with the other birds being hit and falling.

Council Member Butler asked whose decision this would be.

Mrs. Corriveau responded that it would be a collective decision of staff and Council. However, she would advise that these pellet guns be used only in areas where Chief Goss deems it safe.

Mr. Carrara advised that he would forward some articles about the pesticide to Mr. Lumbis.

## **INTER-GOVERNMENTAL AGREEMENT**

**CITY OF WATERTOWN**

**And**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
WILDLIFE SERVICES (WS)**

### **ARTICLE 1**

The purpose of this Inter-Governmental Agreement (Agreement) is to establish and administer a cooperative program on behalf of the City of Watertown who wishes to retain the professional services of USDA-APHIS-Wildlife Services (WS) for a wildlife management program. The objective of this agreement is to conduct a crow roost dispersal program using multiple methods including distress calls, pyrotechnics, predator eye balloons and lasers in Watertown that will reduce conflicts associated with urban winter crow roosts in the City. As used herein City shall mean the City of Watertown, acting through its City Manager, either personally or through their duly authorized representatives.

### **ARTICLE 2**

APHIS-WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

### **ARTICLE 3**

APHIS-WS and CITY mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

Mary M. Corriveau, City Manager  
City of Watertown  
245 Washington St., Suite 302,  
Watertown, NY 13601

and

Martin S Lowney, State Director  
USDA, APHIS, Wildlife Services  
1930 Route 9  
Castleton, NY 12033-9653

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan. Personnel authorized to attend meetings under this Agreement shall be Mary M. Corriveau or her designee, Martin Lowney or his designee, and/or those additional persons authorized and approved by Mary M. Corriveau, and the State Director.
3. APHIS-WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4**

CITY agrees:

1. To authorize APHIS-WS to conduct direct control activities to reduce human health and safety risks and property damage associated with an urban crow roost. These activities are defined in attachment A, Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the CITY. The CITY will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS-WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The CITY will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS-WS the CITY authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. APHIS-WS shall be responsible for administration and supervision of the program.
5. To coordinate with APHIS-WS before responding to all media requests.

#### **ARTICLE 5**

APHIS-WS Agrees:

1. To provide qualified personnel to initiate, administer and conduct an integrated wildlife damage management program for the CITY as described in the Work Plan of this agreement.

2. To designate to the CITY the APHIS-WS authorized representative who shall be responsible for the joint coordination and administration of the activities conducted pursuant to this Cooperative Service Agreement.
3. To help secure all necessary wildlife permits to conduct an integrated program.
4. To follow safety guidelines that complies with APHIS-WS and City guidelines.
5. To bill the CITY for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. APHIS-WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the CITY shall have the right to inspect and audit such records.
6. To coordinate with the CITY before responding to all media requests.

#### **ARTICLE 6**

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

#### **ARTICLE 7**

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

#### **ARTICLE 8**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

#### **ARTICLE 9**

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS- WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

#### **ARTICLE 10**

The CITY certifies that APHIS-WS has advised the City that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, the City requests APHIS-WS provide wildlife management services as stated under the terms of this agreement.

**ARTICLE 11**

The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

**ARTICLE 12**

This Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

CITY Taxpayer Identification Number (TIN) 15-6000419

**CITY OF WATERTOWN:**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Mary C. Corriveau  
City Manager  
City of Watertown  
Suite 302, Municipal Building  
Watertown, NY 13601

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Martin S Lowney, State Director  
USDA, APHIS, Wildlife Services  
1930 Route 9  
Castleton, NY 12033-9653

## ATTACHMENT A - WORK PLAN

### HISTORY, PURPOSE, AND NEED

The City of Watertown has requested assistance from Wildlife Services following several years of increased complaints from residents and city officials regarding crow (*Corvus brachyrhynchos*) damage in the City. The expressed concerns include damage to buildings and cars, the associated clean up costs, as well as the threat to human health and safety related to potential disease transmission from an excessive accumulation of crow feces.

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require an offending animal(s) be killed or that populations of offending species be reduced.

### PROPOSAL OBJECTIVE

In cooperation with the City of Watertown, WS will develop and implement an integrated crow roost dispersal program to assist the City in resolving conflicts associated with an urban winter crow roost.

### PLANNED WILDLIFE SERVICES ACTIVITIES

1. Provide trained USDA Wildlife biologists/specialists to implement an integrated wildlife damage management program to disperse crows from roosting in the City of Watertown for an initial 3 day hazing treatment.
2. To provide 1 day follow-up hazing treatment when requested by the City.
3. Provide technical assistance to city management on habitat modification methods to reduce site specific crow damage and to provide training as requested on bird dispersal techniques.
4. Apply additional follow up hazing as requested by the City and described in the Attachment B (financial plan) through March 31, 2011, or another period mutually agreeable by both parties to determine the effectiveness of crow management in the City.

### EFFECTIVE DATES

This cooperative agreement shall become effective on November 15, 2010 and shall expire on March 31, 2011.

## ATTACHMENT B - FINANCIAL PLAN

November 15, 2010 – March 31, 2011

### Initial treatment

Salaries and Benefits	\$3,150
Supplies/Equipment/Travel	\$1,700
Vehicle expense	\$600
Program Support	<u>\$500</u>
<b>TOTAL</b>	<b>\$5,950</b>

### Follow-up treatment

Salaries and Benefits	\$610
Supplies/Equipment/Travel	\$300
Vehicle expense	\$150
Program Support	<u>\$125</u>
<b>TOTAL</b>	<b>\$1,185</b>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the goals of this agreement, but may not exceed \$5,950 for the initial treatment and \$1,185 for each follow-up treatment.

### Financial Points of Contact

For any questions regarding the invoice, please contact:

David Vail  
USDA, APHIS, Wildlife Services  
1930 Route 9  
Castleton, NY 12033  
(518) 477-4837

Res No. 3

October 29, 2010

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Crow Roost Dispersal Program 2010-2011 – Updated Agreement

Attached for Council review is an updated agreement that was received this morning from Wildlife Services for the crow roost dispersal program. This agreement should replace the one that was sent yesterday.

The only major change is the effective date of the contract which is November 1, 2010 rather than November 15. The prices in the updated agreement remain the same.

**INTER-GOVERNMENTAL AGREEMENT**

**CITY OF WATERTOWN  
And  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
WILDLIFE SERVICES (WS)**

**ARTICLE 1**

The purpose of this Inter-Governmental Agreement (Agreement) is to establish and administer a cooperative program on behalf of the City of Watertown who wishes to retain the services of USDA-APHIS-Wildlife Services (WS) for a wildlife management program. The objective of this agreement is to conduct a winter crow roost dispersal program using multiple methods in Watertown to reduce conflicts associated with urban crow roosts in the City. As used herein, City shall mean the City of Watertown, acting through its City Manager, either personally or through their duly authorized representatives.

**ARTICLE 2**

APHIS-WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS-WS and CITY mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

Mary M. Corriveau, City Manager  
City of Watertown  
245 Washington St., Suite 302,  
Watertown, NY 13601

and

Martin S Lowney, State Director  
USDA, APHIS, Wildlife Services  
1930 Route 9  
Castleton, NY 12033-9653

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan. Personnel authorized to attend meetings under this Agreement shall be Mary M. Corriveau or her designee, Martin Lowney or his designee, and/or those additional persons authorized and approved by the City and the State Director.
3. APHIS-WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4**

CITY agrees:

1. To authorize APHIS-WS to conduct direct control activities to reduce human health and safety risks and property damage associated with an urban crow roost. These activities are defined in attachment A, Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the CITY. The CITY will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS-WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The CITY will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS-WS the CITY authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. APHIS-WS shall be responsible for administration and supervision of the program.
5. To coordinate with APHIS-WS before responding to all media requests.

#### **ARTICLE 5**

APHIS-WS Agrees:

1. To provide qualified personnel to initiate, administer and conduct an integrated wildlife damage management program for the CITY as described in the Work Plan of this agreement.

2. To designate to the CITY the APHIS-WS authorized representative who shall be responsible for the joint coordination and administration of the activities conducted pursuant to this Cooperative Service Agreement.
3. To help secure all necessary wildlife permits to conduct an integrated program as needed.
4. To follow safety guidelines that complies with APHIS-WS and City regulations.
5. To bill the CITY for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. APHIS-WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the CITY shall have the right to inspect and audit such records.
6. To coordinate with the CITY before responding to all media requests.

#### **ARTICLE 6**

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

#### **ARTICLE 7**

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

#### **ARTICLE 8**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

#### **ARTICLE 9**

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS- WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

#### **ARTICLE 10**

The CITY certifies that APHIS-WS has advised the City that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, the City requests APHIS-WS provide wildlife management services as stated under the terms of this agreement.

**ARTICLE 11**

The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

**ARTICLE 12**

This Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

CITY Taxpayer Identification Number (TIN) 15-6000419

**CITY OF WATERTOWN:**

BY:

\_\_\_\_\_  
Mary C. Corriveau  
City Manager  
City of Watertown  
Suite 302, Municipal Building  
Watertown, NY 13601

\_\_\_\_\_  
Date

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

BY:

\_\_\_\_\_  
Martin S Lowney, State Director  
USDA, APHIS, Wildlife Services  
1930 Route 9  
Castleton, NY 12033-9653

\_\_\_\_\_  
Date

## ATTACHMENT A - WORK PLAN

### JUSTIFICATION AND OBJECTIVES

The City of Watertown has requested assistance from Wildlife Services following several years of increased complaints from residents and city officials regarding crow (*Corvus brachyrhynchos*) damage in the City. The expressed concerns include damage to buildings and cars, the associated clean up costs, as well as the threat to human health and safety related to potential disease transmission from an excessive accumulation of crow feces.

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies, private organizations, and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require an offending animal(s) be killed or that populations of offending species be reduced.

In cooperation with the City of Watertown, WS will develop and implement an integrated crow roost dispersal program to assist the City in resolving conflicts associated with an urban winter crow roost.

### PLANNED WILDLIFE SERVICES ACTIVITIES

1. Provide trained USDA Wildlife biologists/specialists to implement an integrated wildlife damage management program to disperse crows from roosting in the City of Watertown for an initial 3 day hazing treatment.
2. Conduct a roost survey prior to initiation of program and monitor results.
3. Provide technical assistance to city management on habitat modification methods to reduce site specific crow damage and to provide training as requested on bird dispersal techniques.
4. Apply additional follow up hazing as requested by the City and described in Attachment B (Financial Plan) through March 31, 2011, or another period mutually agreeable by both parties.
5. Prepare a final report summarizing management activities and results of program.

### RESOURCES REQUIRED

Wildlife Services will provide three teams. Each team will consist of a federally licensed and labeled vehicle and two wildlife biologists/specialists to operator the vehicle and conduct the hazing. The City will be divided into three sectors around the core roost site. Each management team will conduct hazing

operations in assigned sectors that include the core roost site. Hazing methods (scare tactics) employed may include the use of pyrotechnics, distress calls, avian dissuaders (laser), effigies, and spotlights.

**EFFECTIVE DATES**

This cooperative agreement shall become effective on November 1, 2010 and shall expire on March 31, 2011.

**ATTACHMENT B - FINANCIAL PLAN**

November 1, 2010 – March 31, 2011

**Initial treatment**

Personnel Costs	\$3150
Supplies/Equipment/Travel	\$1200
Vehicle Usage	\$1100
Program Support	<u>\$500</u>
<b>Total</b>	<b>\$5,950</b>

**Follow-up treatment**

Personnel Costs	\$610
Supplies/Equipment/Travel	\$250
Vehicle Usage	\$200
Program Support	<u>\$125</u>
<b>Total</b>	<b>\$1,185</b>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the goals of this agreement, but may not exceed \$5,950 for the initial treatment and \$1,185 for each follow-up treatment.

Financial Points of Contact

Erin Dorritie, Budget Analyst  
USDA, APHIS, Wildlife Services  
1930 Route 9  
Castleton, NY 12033  
(518) 477-4837

Michael A. Lumbis, Planner  
City of Watertown Planning Office  
245 Washington Street  
Municipal Building Room 304  
Watertown, New York 13601  
Phone: 315-785-7730

October 29, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Change Order No. 1 to Agreement, Con Tech Building Systems Inc., Franklin Street Sidewalk Improvements

On August 16, 2010, the City Council accepted a bid submitted by Con Tech Building Systems Inc. of Gouverneur, New York, for the reconstruction of the Franklin Street sidewalks in the amount of \$140,085.66. Work on the project has been completed and modifications to the quantities have been made to establish the final project cost.

City Engineer Kurt W. Hauk has submitted Change Order No. 1 to this contract in the amount of \$3,720.47. The attached spreadsheet provides a detailed breakdown of the increases or decreases for each item in the contract. This brings the final contract amount to \$143,806.13, which represents a 2.6% increase to the project.

A resolution approving Change Order No. 1 to the contract with Con Tech Building Systems Inc. for the reconstruction of the Franklin Street sidewalks has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Change Order No. 1 to Agreement,  
Con Tech Building System, Inc. for  
Franklin Street Sidewalk Improvements

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.
Total .....

YEA	NAY

***Introduced by***

---

WHEREAS on August 16, 2010, the City Council of the City of Watertown approved a bid submitted by Con Tech Building Systems Inc. of Gouverneur, New York, in the amount of \$140,085.66 for the Franklin Street sidewalk improvements, and

WHEREAS City Engineer Kurt W. Hauk has submitted the Change Order No. 1 to that contract for consideration by the City Council, and

WHEREAS this change order results in an additional charge of \$3,720.47, bringing the contract amount to \$143,806.13,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 1 to the contract with Con Tech Building Systems Inc., for the Franklin Street sidewalk improvements, in the amount of \$3,720.47, and

BE IT FURTHER RESOLVED that City Manager Mary M. Corriveau is hereby authorized and directed to execute the Change Order documents on behalf of the City of Watertown.

**Seconded by**

**Job Name:** Franklin St. Sidewalk Improvements

**Location:** Franklin Street Between Public Square & Goodale St., Watertown, NY 13601

Item Number	Quantity			Unit	Description	Unit Price	Scheduled Value	Work Completed		Total Completed	Retainage 5%
	Contract	This Period	To Date					Previous Period	This Period		
1.00.00	1	0.4	1	LS	Contractor Quality Control	\$2,800.00	\$2,800.00	\$1,680.00	\$1,120.00	\$2,800.00	\$0.00
1.01.00	1	0.4	1	LS	Miscellaneous Work	\$9,500.00	\$9,500.00	\$5,700.00	\$3,800.00	\$9,500.00	\$0.00
1.01.01	1	0.4	1	LS	Stakeout	\$1,200.00	\$1,200.00	\$720.00	\$480.00	\$1,200.00	\$0.00
1.02.00	1	0.4	1	LS	Maintenance and Protection of Traffic	\$4,700.00	\$4,700.00	\$2,820.00	\$1,880.00	\$4,700.00	\$0.00
1.02.02	1	0.4	1	LS	Soil Erosion and Dust Control	\$600.00	\$600.00	\$360.00	\$240.00	\$600.00	\$0.00
1.03.00	60	39	39	CY	Unclassified Excavation	\$23.33	\$1,399.80	\$0.00	\$909.87	\$909.87	\$0.00
1.03.10	45	28.5	28.5	CY	Select Granular Fill	\$37.77	\$1,699.65	\$0.00	\$1,076.45	\$1,076.45	\$0.00
1.06.04	2890	2137	2715	SF	4" Concrete Sidewalk Construction	\$14.08	\$40,691.20	\$8,138.24	\$30,088.96	\$38,227.20	\$0.00
1.06.06	50	160	170	SF	6" Concrete Sidewalk Construction	\$26.00	\$1,300.00	\$260.00	\$4,160.00	\$4,420.00	\$0.00
1.06.07	10	10	10	SF	ADA Textured Pavers	\$30.00	\$300.00	\$0.00	\$300.00	\$300.00	\$0.00
1.06.08	1320	1320	1320	SF	Concrete Paver Sidewalk Construction	\$11.67	\$15,404.40	\$0.00	\$15,404.40	\$15,404.40	\$0.00
1.06.10	7	0	7	EA	Concrete Stairs	\$928.50	\$6,499.50	\$6,499.99	-\$0.49	\$6,499.50	\$0.00
1.06.11	10	26	26	LF	Railing	\$170.00	\$1,700.00	\$0.00	\$4,420.00	\$4,420.00	\$0.00
1.10.00	1	0	1	EA	City Monument Construction or Replacement	\$680.00	\$680.00	\$680.00	\$0.00	\$680.00	\$0.00
1.14.01	9	9	9	CY	Site Restoration - Topsoil	\$88.89	\$800.01	\$0.00	\$800.01	\$800.01	\$0.00
1.14.04	3	3	3	EA	Site Restoration - Tree Planting	\$300.00	\$900.00	\$0.00	\$900.00	\$900.00	\$0.00
3.55.01	12	3	12	VF	Reconstruction of Existing Manholes or Catch Basins	\$308.33	\$3,699.96	\$2,774.97	\$924.99	\$3,699.96	\$0.00
5.06.00	3	0	3	EA	Adjustment of Existing Utility Frames and Covers	\$206.67	\$620.01	\$620.01	\$0.00	\$620.01	\$0.00
5.07.00	570	0	625	LF	4" Underdrain	\$6.32	\$3,602.40	\$3,950.00	\$0.00	\$3,950.00	\$0.00
5.08.00	500	0	505	LF	Concrete Curbing	\$38.00	\$19,000.00	\$19,190.00	\$0.00	\$19,190.00	\$0.00
5.09.03	6	6	6	GAL	Tack Coat	\$58.33	\$349.98	\$0.00	\$349.98	\$349.98	\$0.00
5.10.03	20	20	20	TON	Asphalt Concrete Binder Course (Type 3)	\$180.00	\$3,600.00	\$0.00	\$3,600.00	\$3,600.00	\$0.00
5.10.07	15	15	15	TON	Asphalt Concrete Top Course (Type 7F)	\$140.00	\$2,100.00	\$0.00	\$2,100.00	\$2,100.00	\$0.00
5.11.01	104	104	104	LF	Pavement Marking - Delineation	\$20.19	\$2,099.76	\$0.00	\$2,099.76	\$2,099.76	\$0.00
10.00.02	3	0	3	EA	Tree Wells and Grates	\$1,133.33	\$3,399.99	\$3,400.11	-\$0.12	\$3,399.99	\$0.00
10.00.02	4	2	4	EA	Sign Relocation	\$125.00	\$500.00	\$250.00	\$250.00	\$500.00	\$0.00
10.00.03	5	0	5	EA	Street Lighting - Foundations for Ornamental Lights	\$400.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00
10.00.04	500	0	500	LF	Street Lighting - Conduit	\$0.68	\$340.00	\$340.00	\$0.00	\$340.00	\$0.00
10.00.05	4	0	4	EA	Street Lighting - Pullboxes	\$425.00	\$1,700.00	\$1,700.00	\$0.00	\$1,700.00	\$0.00
10.00.06	5	0	6	EA	Communication - Pullboxes	\$420.00	\$2,100.00	\$2,520.00	\$0.00	\$2,520.00	\$0.00
10.00.07	1000	0	1060	LF	Communication - Conduit 2" PVC	\$2.50	\$2,500.00	\$2,650.00	\$0.00	\$2,650.00	\$0.00
10.00.08	80	0	100	LF	Communication - Conduit 2" Steel	\$17.50	\$1,400.00	\$1,750.00	\$0.00	\$1,750.00	\$0.00
10.00.09	620	0	620	LF	Street Lighting - #6 Wire	\$1.45	\$899.00	\$899.00	\$0.00	\$899.00	\$0.00
						\$24,593.54	\$140,085.66	\$68,902.32	\$74,903.81	\$143,806.13	\$0.00

October 29, 2010

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Authorizing Budget Modification Request No. 4 for FY 2007 Small Cities Community Development Block Grant

The Franklin Street Sidewalk Reconstruction Project is being funded completely through the City's FY 2007 Small Cities Community Development Block Grant. The City Council has a change order proposal that will increase the construction contract cost to \$143,806.13. That is \$1,920.47 more than is currently listed for that line item in the grant budget.

There is money left in the Administration line that can be shifted to Franklin Street Sidewalk Reconstruction as proposed on the attached Budget Modification Form.

The resolution prepared for City Council consideration authorizes the Mayor, Jeffrey E. Graham, to sign the Budget Modification Request to New York State Homes and Community Renewal.

Resolution No.

November 1, 2010

# RESOLUTION

Page 1 of 1

Authorizing Budget Modification Request No. 4 for  
FY 2007 Small Cities Community Development  
Block Grant

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

## *Introduced by*

---

WHEREAS the Grant Agreement with New York State Housing Trust Fund Corporation represented by New York State Homes and Community Renewal for the City of Watertown’s FY 2007 Small Cities Community Development Block Grant contains budget amounts for each activity, and

WHEREAS a budget modification must be approved by New York State Homes and Community Renewal if the budget amounts are to be altered, and

WHEREAS to allow the shifting of funds from Administration to Franklin Street Sidewalk Reconstruction as shown on Form 7-1, which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the proposed Budget Modification No. 4 for the FY 2007 Small Cities Community Development Block Grant, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham is hereby authorized and directed to sign the Budget Modification Form on behalf of the City of Watertown.

## **Seconded by**

FORM 7-1

BUDGET MODIFICATION\*

Recipient: City of Watertown

Project #: 1207CO24-07

Modification #: 4

OFFICE USE ONLY	ACTIVITY	OFFICE OF COMMUNITY RENEWAL APPROVED BUDGET			PROPOSED MODIFICATION (+/-)		AFTER MODIFICATION			
							Budget			CDBG
IDIS #	NAME/USE	CDBG	OTHER SOURCES	TOTAL	CDBG	OTHER SOURCES	CDBG	OTHER SOURCES	TOTAL	FUNDS AVAILABLE
	Housing Rehabilitation	\$0.00	\$6,542,961.00	\$6,542,961.00	\$0.00	\$0.00	\$0.00	\$6,542,961.00	\$6,542,961.00	\$0.00
	Housing Rehabilitation Architectur	\$375,000.00	\$0.00	\$375,000.00	\$0.00	\$0.00	\$375,000.00	\$0.00	\$375,000.00	\$0.00
	Housing Rehabilitation Program De	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Commercial Loans Microenterprise	\$78,114.34	\$0.00	\$78,114.34	\$0.00	\$0.00	\$78,114.34	\$0.00	\$78,114.34	\$0.00
	Microenterprise Loans Program De	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Franklin Street Sidewalk Reconst	\$141,885.66	\$0.00	\$141,885.66	\$1,920.47	\$0.00	\$143,806.13	\$0.00	\$143,806.13	\$0.00
	Engineering for Franklin Street Sid	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	\$0.00
	Administration	\$35,000.00	\$0.00	\$35,000.00	-\$1,920.47	\$0.00	\$33,079.53	\$0.00	\$33,079.53	\$0.00

Certification to the best of my knowledge and belief the modification indicated have been duly authorized by the governing body of the applicant.

11/1/2010

Signature of Chief Elected Official

Date

Jeffrey E. Graham

Mayor

Typed Name of Chief Elected Official

Title

For Office Use Only

FMS Budget Modified Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Program Staff Review \_\_\_\_\_ (Update FMS Substages 201/211 & 202/212)

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Date: \_\_\_\_\_ (Update FMS Substage 203/213)

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

\* MODIFICATIONS TO BUDGET ALSO MODIFY SCHEDULE B OF THE NYS CDBG AGREEMENT. BUDGET MODIFICATIONS MUST BE REFLECTED ON ALL FUTURE REQUESTS FOR FUNDS REQUEST FOR FUNDS FORM 1-4A, COLUMN A)

Tabled

October 4, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Accepting Bid for the Roof Replacement  
of the Administration Building at Thompson Park,  
Continental Construction

The attached resolution was presented to the City Council for consideration at the October 18, 2010 meeting, at which time it was tabled, and Staff was asked to have representatives from Bernier Carr and Associates attend the next meeting to discuss the design of this structure. Mari L. Cecil, Vice President at Bernier Carr will attend the November 1, 2010 meeting to answer any questions the City Council may have regarding this roof design.

As previously detailed in my October 4, 2010 memorandum to the City Council, the City Purchasing Department advertised for sealed bids for the replacement of the roof on the Administration Building at Thompson Park. Bid plans were issued to ten (10) prospective bidders with seven (7) proposals submitted to the City Purchasing Department where they were publicly opened and read on Thursday, September 23, 2010, at 11:00 a.m.

City Purchasing Agent Robert J. Cleaver has reviewed the bids received with Superintendent of Public Works Eugene P. Hayes. The bids were also reviewed by Bernier Carr & Associates. It is their recommendation that the City Council accept the bid submitted by Continental Construction, Gouverneur, New York, in the amount of \$49,889.00 as the lowest qualifying bid meeting the City's specifications.

Due to the unpredictability of the weather at this time of year, we have discussed delaying the start of this project until spring 2011, and Continental Construction has agreed with this timeframe but will purchase the roofing materials at current prices if awarded this bid. The other bids submitted are detailed in the attached report of Mr. Cleaver.

Funding to support this work was included in the 2007-2008 Capital Budget from the Capital Reserve Fund. In addition to the cost of doing the actual roof repair, the City incurred approximately \$9,000 in engineering costs associated with design, bidding, and construction administration this project.

A resolution approving the bid submitted by Continental Construction has been prepared for City Council consideration.

Page 1 of 1

Accepting Bid for the Roof Replacement on the Administration Building at Thompson Park, Continental Construction

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.  
 Total .....

YEA	NAY

**Introduced by**

Council Memeber Teresa R. Maçaluso

WHEREAS the City Purchasing Department has advertised and received sealed bids for the replacement of the roof on the Administration Building at Thompson Park, and

WHEREAS invitations to bid were issued to ten (10) prospective bidders with seven (7) bids being received, and

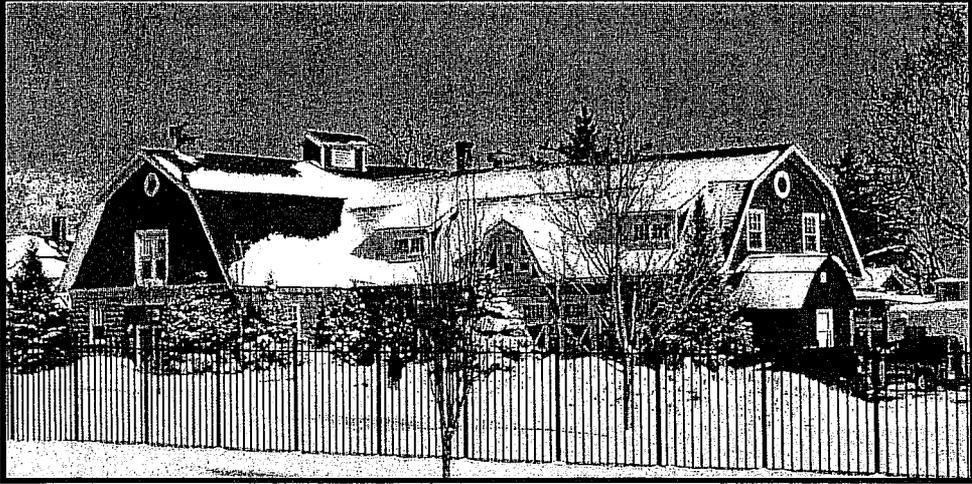
WHEREAS on Thursday, September 23, 2010, at 11:00 a.m. in the City Purchasing Department, the bids were publicly opened and read, and

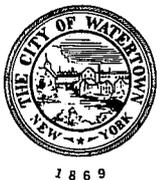
WHEREAS City Purchasing Agent Robert J. Cleaver reviewed the bids received with Eugene P. Hayes, Superintendent of Public Works and the design team from Bernier Carr and Associates, and it is their recommendation that the City accept the bid from Continental Construction of Gouverneur, New York, in the amount of \$49,889.00, as the lowest qualifying bid meeting the City's specifications,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Continental Construction of Gouverneur, New York, in the amount of \$49,889.00 for replacement of the roof on the Administration Building at Thompson Park, as the lowest qualifying bid meeting the City's specifications.

**Seconded by Council Member Joseph M. Butler, Jr.**

FISCAL YEAR 2007-2008  
 CAPITAL BUDGET  
 FACILITY IMPROVEMENTS  
 THOMPSON PARK

PROJECT DESCRIPTION	COST
<p>Thompson Park Conservancy Administration/Animal Clinic Building Roof Rehabilitation. In 1988, the city installed a new 25-year, 3-Tab, Asphalt Single roof system on what was then called the Hay Barn/Dog Pound's Main Gambrel Roof. Responding to complaints about a leaking roof and ice-dam buildup we were advised that flashing needed to be installed along the entire edge drain perimeter. It was also pointed out that excessive weathering appears to have occurred on the roof making it a candidate for replacement within the next couple of years. Rather than proceeding with intermediate repairs we are recommending that we proceed with the entire roof rehabilitation at this time.</p>  <p>Funding to support this project will be through a transfer from the Capital Reserve Fund.</p>	<p>\$80,000</p>
<p>TOTAL</p>	<p>\$80,000</p>



## CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601  
Tel. (315) 785-7749 • Fax (315) 785-7752

ROBERT J. CLEAVER  
PURCHASING AGENT

October 1, 2010

To: Mary Corriveau  
From: Robert J. Cleaver  
Subject: Thompson Park Roof Replacement Bid  
Administrative Building



The City's Purchasing Department, in conjunction with Bernier Carr & Associates, advertised in the Watertown Daily Times on Friday, September 3, 2010 calling for sealed bids for the replacement of the roof on the Administration Building at Thompson Park. In addition to the legal notice, The Dodge Reports, Reed Construction Data, NNY and Syracuse Builders Exchanges were also notified of the pending bid.

Bid plans were issued to 10 potential bidders with 7 proposals submitted to the Purchasing Department where they were publicly opened and read at 11:00 am local time on Thursday, September 23, 2010. Results of those bids are per attached tabulation.

I have reviewed the bid submittals with Mr. Eugene Hayes, Superintendent of Public Works and based on the review and recommendation of Bernier Carr & Associates it is my recommendation that the contract be awarded to Continental Construction, Gouverneur, N.Y. in the amount of \$49,899.00, the lowest qualifying bidder meeting our specifications.

Bernier Carr & Associates, in conversation with Continental Construction, have discussed delaying the start up of this project until Spring as a result of the unpredictability of the weather. Continental is willing to do that provided they are awarded the contract now and be allowed to purchase the roofing materials at current prices. In speaking with the Superintendent of Public Works, Mr. Eugene Hayes, he is in concurrence with this proposal.

If you have any questions regarding this recommendation please contact me at your convenience

cc: Kurt Hauk, City Engineer  
Eugene Hayes, Superintendent of Public Works  
Jim Mills, Comptroller  
Jay St. Croix, Director of Parks & Recreation  
file  
attach. Bid tabulation

CITY OF WATERTOWN, N.Y.  
**THOMPSON PARK ROOF REPLACEMENT**  
**BID TABULATION**

City of Watertown, N.Y.  
245 Washington St.  
Purchasing Dept. Room 205

September 23, 2010  
11:00 A.M. EDT

<b><u>Company</u></b>	<b><u>Bid Price</u></b>
<b>Continental Construction</b> 2125 State Hwy. 812 Gouverneur, NY 13642	\$ 49,899.00
<b>Roscoe's Roofing</b> 1159 Kossuth Ave Utica, NY 13501	\$ 78,200.00
<b>S &amp; L Roofing &amp; Sheet Metal</b> 2706 New Scotland Road Voorheesville, NY 12186	\$ 84,964.00
<b>J &amp; B Installations, Inc.</b> 4449 Jordan Road Skaneateles Falls, NY 13153	\$ 85,250.00
<b>W.J. Farley Roofing Corp.</b> 280 East Main St. Gouverneur, NY 13642	\$ 90,600.00
<b>Powis Contracting</b> P.O. Box 481 Copenhagen, NY 13626	\$135,000.00
<b>Sands Brothers Roofing Co., Inc.</b> 115 Main St. Antwerp, NY 13608	\$195,800.00

Tabled

October 28, 2010

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Health Insurance Plan Design Changes

The attached report was provided to the City Council as part of the October 4, 2010 agenda. As requested by City Council at the September 7, 2010 meeting, Staff has completed the research on the sunset provision proposed by Council Member Jeffrey M. Smith.

This matter was discussed briefly at the October 12, 2010 work session. If the City Council is prepared to take action on this resolution, a motion is in order to take this item from the table.

September 29, 2010

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Health Insurance Plan Design Changes

During the August 9, 2010 City Council work session, the City's Health Insurance Advisory Committee presented for City Council consideration, a number of plan design changes to the City's Health Insurance Plan. This issue first came to the City Council on February 2, 2009. At that time, the City Council unanimously concurred to hold off considering these proposals until after reviewing the proposed 2009-10 Budget. Following that discussion with the City Council, the Health Insurance Advisory Committee met again and modified their proposal and in November 2009 it came before the City Council, at which time no action was taken.

As a result of the discussions that occurred on August 9, 2010, staff was asked to prepare a resolution that incorporates the following changes agreed upon by the City Council: add a National Provider Network; add coverage for Cardiac Rehabilitation; revise Multiple Surgery Benefit and add coverage for Air Ambulance (with protocols).

At the September 7, 2010 meeting, Staff presented the attached resolution for Council consideration and approval. At that time, we were asked to research to see if a sunset provision can be added to the language incorporating these proposed plan amendments.

After talking with POMCO regarding the proposed sunset provision, they have indicated that from a claims payment and compliance perspective the City can implement a sunset provision. However, from a health care reform standpoint, the regulations do not specifically address if providers are allowed to increase benefits and then reduce these benefits at a later date (even though we would be offering the same level of benefits in place today, following the sunset).

The clause in the reform act that causes a specific conflict is that a plan cannot implement changes that result in the "Elimination of all or substantially all benefits to diagnose or treat a particular condition." Under this clause, revoking cardiac rehab, once implemented could cause an issue relative to grandfather status; this is the one change that is being proposed which is specifically addressed in the new health care legislation.

Overall, increasing benefits for a period of time, and then reverting back to the benefits in place today does not align completely with the intent of health care reform. Further clarification is needed on this topic from the government to determine if revoking benefits as part of a sunset provision would be acceptable.

It is possible to move forward with the amendment including a sunset provision; one option is to extend the sunset provision to 2014, when losing grandfather status becomes irrelevant. If the Council wants to implement an earlier sunset date, then the safest way to move forward would be to have the sunset provision apply to all of the changes except cardiac rehab. However, there is no guarantee that our grandfathering status would not be in jeopardy. If we lose our grandfathering status, we will be required to:

Add coverage for the following: Routine Colonoscopy, Immunizations for both adults and children, Routine Vision Care

Increase coverage for the following to pay in full at the In-Network Level, all currently take deductible and copayment: Routine Adult Physical, Routine Well-Child, Routine Well-Woman, Routine Labs, Routine Mammography, Routine Prostate, Routine Vision Benefit

Increase Out-of-network Physician ER to the same level as in-network: In-network currently pays in full, Out-of-network pays at 80% subject to deductible

The annual estimated cost associated with providing these increased benefits due to the loss of grandfathered status is approximately \$100,000.

Staff is prepared to move forward with whatever changes the City Council wishes to implement. If the City Council wishes to implement a sunset provision, I would recommend that this modification in the proposal presented be taken back to the Health Insurance Committee to determine if, based on the proposed changes they are still recommending implementation of the proposed plan design changes.

September 7, 2010

RESOLUTION

Page 1 of 1

Approving Amendments to the City of Watertown Health Insurance Plan Design

Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member MACALUSO, Teresa R.  
 Council Member SMITH, Jeffrey M.  
 Mayor GRAHAM, Jeffrey E.  
 Total .....

YEA	NAY

*Introduced by*

Council Member Roxanne M. Burns

WHEREAS the City of Watertown provides health insurance for its employees under a self-funded health insurance plan, and

WHEREAS the plan design was negotiated between the City of Watertown and its three Unions at the time the City became self-insured, and

WHEREAS as part of the negotiations the City established a Health Insurance Advisory Committee whose charge is to monitor the health insurance plan and its finances, and as part of those negotiations also established a process for proposing changes to the City's plan structure, and

WHEREAS the City's Health Insurance Advisory Committee has followed the required steps, and made a proposal to the City Council for consideration,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the changes detailed in the Proposed Plan Design Changes document, which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that these proposed design changes will be effective for services provided on or after January 1, 2011.

Seconded by Council Member Teresa R. Macaluso

# **PROPOSED PLAN DESIGN CHANGES**

Packet modified based on feedback received during August 9, 2010 City Council session

*Presented by:*

City of Watertown Health Insurance Committee

## Executive Summary

The City of Watertown Health Insurance Committee presents the following plan changes. The annual cost information included is based on 7/1/08-4/30/09 claims experience and the percentage represents overall cost for the 2008/2009 year.

For further detail on the current and proposed plan benefits, please review the pages following this summary.

Page #	Proposed Plan Change	Projected Plan Impact*	Other Benefits (Not Considered in Cost Estimate)
3	Add a National Provider Network	\$8,020 annual savings (considers 2009/2010 PPO Utilization)  <i>.12% Decreased Cost</i>	
4	Add coverage for Cardiac Rehabilitation	\$4,600 annually  <i>.07% Increased Cost</i>	Prevent repeat events  Prevent future hospital stays  Decreased time to return to work  Improved overall health and risk reduction
5	Revise Multiple Surgery Benefit	\$65,300 annually  <i>1.0% Increased Cost</i>	Decreased costs associated with additional operative sessions  Decreased time employees are absent from work
6	Add coverage for Air Ambulance	\$5,800 annually  <i>.09% Increased Cost</i>	Decreased risks and costs associated with delayed treatment

\*The above illustration and subsequent contents of this presentation represent estimated cost avoidance savings in year one only based on current plan experience, enrollment and trends. Once these savings are in place, the base cost of the plan will be lowered; therefore you will realize the hard dollar savings of these changes year over year. However, cost increases including healthcare inflation will still affect the total cost of the plan. Because healthcare inflation can account for as much as a 10-12% increase per year, consideration of a CPI index to some of the co-payment items would assist in keeping the cost avoidance for in line for future years.

# National Provider Network

## Current Network

There is opportunity for plan savings by adding a national provider network. It is most cost effective for the plan when members obtain services from network providers. The City of Watertown health plan members currently access the following provider network.

- POMCO Provider Network
- 45,000 providers
- Tri-State Area (NY, NJ, CT)

## Proposed Additional Network

In addition to the POMCO network, add a national network that gives members greater access to participating providers. This is especially applicable to retirees and other members who live out of state. With this additional network, members can access the following networks:

<b>POMCO Provider Network</b>	<b>PHCS-Multiplan Provider Network</b>
45,000 providers Tri-State Area (NY, NJ, CT)	600,000 providers Nationwide

# Cardiac Rehabilitation

## Current Plan Benefits

Physical therapy and respiratory therapy are covered in full under the outpatient hospital benefit. Cardiac rehabilitation is NOT covered by the plan.

## Proposed Benefit

Revise the plan to include a benefit for Cardiac Rehabilitation which is considered the standard of care.

## Multiple Surgeries

### **Current Plan Benefits**

The Plan will only benefit the most expensive and the second most expensive procedure. The first procedure may be covered at 100% of the Allowed Amount and the second procedure is covered at 50% of the Allowed Amount. There are no benefits for subsequent procedures.

### **Proposed Plan Language**

The first procedure may be covered at 100% of the Allowed Amount and subsequent procedures are covered at 50% of the Allowed Amount. If the multiple surgical procedures are for the same condition or if the procedures are performed by physicians of different specialties for treatment of different conditions, the benefit for the subsequent procedures will not be reduced.

# Air Ambulance

## Current Plan Benefits

Benefits are available for land ambulance transportation when found Medically Necessary. Ambulance transportation benefits are available if the following criteria are met:

- When member could not have been safely transported by other means
- When medically necessary or ordered by a Physician, a police officer or firefighter
- When transported to the nearest facility that can treat the patient's condition
- When transferred from one hospital to another hospital because it is medically necessary

## Proposed Benefit

Cover air ambulance according to the provisions applicable to current coverage for land ambulance. Air ambulance may also be reimbursed if the location from which the patient required emergency transportation was inaccessible by land ambulance.

- When medically necessary
- When member could not have been safely transported by other means
- When transported to the nearest facility that can treat the patient's condition
- When transferred from one hospital to another hospital because it is medically necessary

October 20, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Request for Utility Infrastructure Assistance,  
Habitat for Humanity

Habitat for Humanity is currently completing a home at 611 Bradley Street. As you know, the mission of Habitat for Humanity is to help people in need by providing, in partnership with them and the community, simple, descent and affordable housing. The home being constructed on Bradley Street is a two story, five bedroom, two bath design that will be added to the City's assessment roll when completed.

Habitat for Humanity is asking for the City Council to consider waving the costs associated with the installation of both water and sewer service to this home. I have asked Superintendent of Water Gary E. Pilon and Superintendent of Public Works Eugene P. Hayes to provide me with the estimated costs for the installation of these services. This request is similar to what the City provided Habitat in November 2008 for the two homes on North Michigan Avenue.

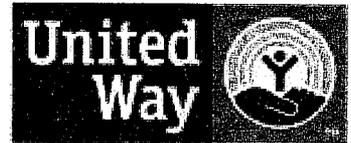
I have attached for your review reports from both departments. The total to install this infrastructure is \$2,890.00. The total estimated cost for water service is \$740.00, of which \$385.00 is for materials. The cost for the sewer lateral is \$2,150.00, of which \$460.00 is for materials.

It is my recommendation that the City Council approve this request from Habitat for Humanity.



Thousand Islands Area

**Habitat**  
for Humanity®



Of Northern NY INC.

*Building  
houses,  
building  
hope*

Watertown City Council,

During the 2010 construction season for our affiliate we have been building a new house at 611 Bradley St. This property was originally obtained from the City of Watertown. The original lot was a over frown mess of brush and trees. By the beginning of 2011 we plan to be complete with the house, which will be a home for a family of 9. This house is a 2-story, 5 bedrooms, 2 bath design to accommodate the family needs. With an estimated assessment value of \$180,000.

We like to invite all members of the council to stop by and visit the project during any Saturday work session.

We would like to ask for the Council support through a donation of services for the connection of the water and sewer service. It is through donations like this that helps our mission of building affordable houses for families that would otherwise not be able to own such a home.

Thank you,

Brian Drappo  
Building Committee Chairman.

# Customer Billing Report

City of Watertown, Water Department

**Customer:** Habitat for Humanity

**Permit No.** N/A

**Date Completed:** 8/25/2010

**Address:** 611 Bradley Street

**Job:** 3/4" Curb Stop to Building (New)

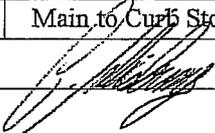
Labor				Out of Title					
Employee:	Hrs:	x1.5	x2	Rate:	Hrs:	x1.5	x2	Rate:	Total:
Massey, Raymond P.	4	0	0	\$22.04	0	0	0	\$23.00	\$88.16
Mott, Randy	4	0	0	\$21.11	0	0	0	\$22.04	\$84.44
Tefft, Guy	4	0	0	\$18.60	0	0	0	\$19.40	\$74.40
<b>Sub Total</b>									<b>\$247.00</b>

Equipment				
VIN:	Description:	Hours:	Rate:	Total:
2-07	Valve Truck	4	\$6.00	\$24.00
2-10	Back Hoe	4	\$21.00	\$84.00
<b>Sub Total</b>				<b>\$108.00</b>

Materials and Fees					
Quantity:	Size:	Description:	Price:	Per:	Total:
1		DO NOT TOP SOIL	\$0.00		\$0.00
1	5.25"	VB Cover	\$15.31	Each	\$15.31
1	2.5"	24" Top Section	\$21.15	Each	\$21.15
1	5.25"	10" Top Section without Cover	\$16.10	Each	\$16.10
66	3/4"	Copper Pipe	\$4.08	Foot	\$269.28
2	3/4"	Copper to Copper Union	\$6.87	Each	\$13.74
1	3/4"	3" Nipple	\$4.45	Each	\$4.45
1	3/4"	90 Degree Elbow	\$7.25	Each	\$7.25
1	3/4"	Copper to Iron Male Adapter	\$12.88	Each	\$12.88
1	3/4"	Ball Valve	\$24.84	Each	\$24.84
<b>Sub Total</b>					<b>\$385.00</b>

<input type="checkbox"/> Flat Rates	Main to Curb Stop	\$0.00	+ Tap	\$0.00	=	\$0.00
-------------------------------------	-------------------	--------	-------	--------	---	--------

**TOTAL \$740.00**

Prepared By: 

ID# 10 - 11 - 165

10/19/2010 3:47:15 PM



# City of Watertown Department of Public Works Job Cost Estimate

**Work Order Number** *G8120-928*

**Department** Sanitary Sewer Maintenance  
**Project ID:** S100.2005.06  
**Activity** Sewer Lateral Work  
**Details** Install new lateral for home

**Status** In Progress  
**Project Manager**

**Facility Name**  
**Street** 611 Bradley St

**Intersecting Street** Superior St

**Location Description**

**Notes**

**Priority** Moderate

**Labor Cost Estimated** \$969.98

**Start Date Estimated**

**Equipment Cost Estimated** \$716.50

**Duration Estimated**

**Material Cost Estimated** \$454.24

**Start Date Actual** 10/19/2010

**Other Cost Estimated** \$0.00

**Stop Date Actual**

**Total Cost Estimated** \$2,140.72

**Labor (Estimate)**

Job Title	Activity	Total Hours	Cost
Crew Chief	Sewer Lateral Work	8.00	\$342.94
MEO Light	Sewer Lateral Work	8.00	\$255.15
Municipal Wkr 1	Sewer Lateral Work	8.00	\$213.51
Municipal Wkr 1	Sewer Lateral Work	8.00	\$158.38
<b>Labor Cost</b>			<b>\$969.98</b>

**Equipment (Estimate)**

ID	Description	Activity	Total Usage	Cost
1-049	Dump Truck SA	Sewer Lateral Work	8.00	\$344.00
1-091	Pickup Service 4x2	Sewer Lateral Work	8.00	\$132.00
1-070	Tractor Loader Backhoe	Sewer Lateral Work	8.00	\$224.00
1-084	Pickup Flatbed 4x2	Sewer Lateral Work	1.00	\$16.50
<b>Equipment Cost</b>				<b>\$716.50</b>

**Material (Estimate)**

ID	Notes	Quantity	Cost
04" PVC 22.5 BxS Bend		3.00 ea	\$12.60
04" PVC 45 BxS Bend		1.00 ea	\$6.00
04" PVC Repair Sleeve		1.00 ea	\$6.00
04" SDR-35 PVC Pipe		42.00 ft	\$32.76
04"x04" PVC Wye		1.00 ea	\$8.18
4" PVC Cap		1.00 ea	\$4.03
Crusher Run 2"		18.00 ton	\$103.50

**Work Order Number** G8120-928

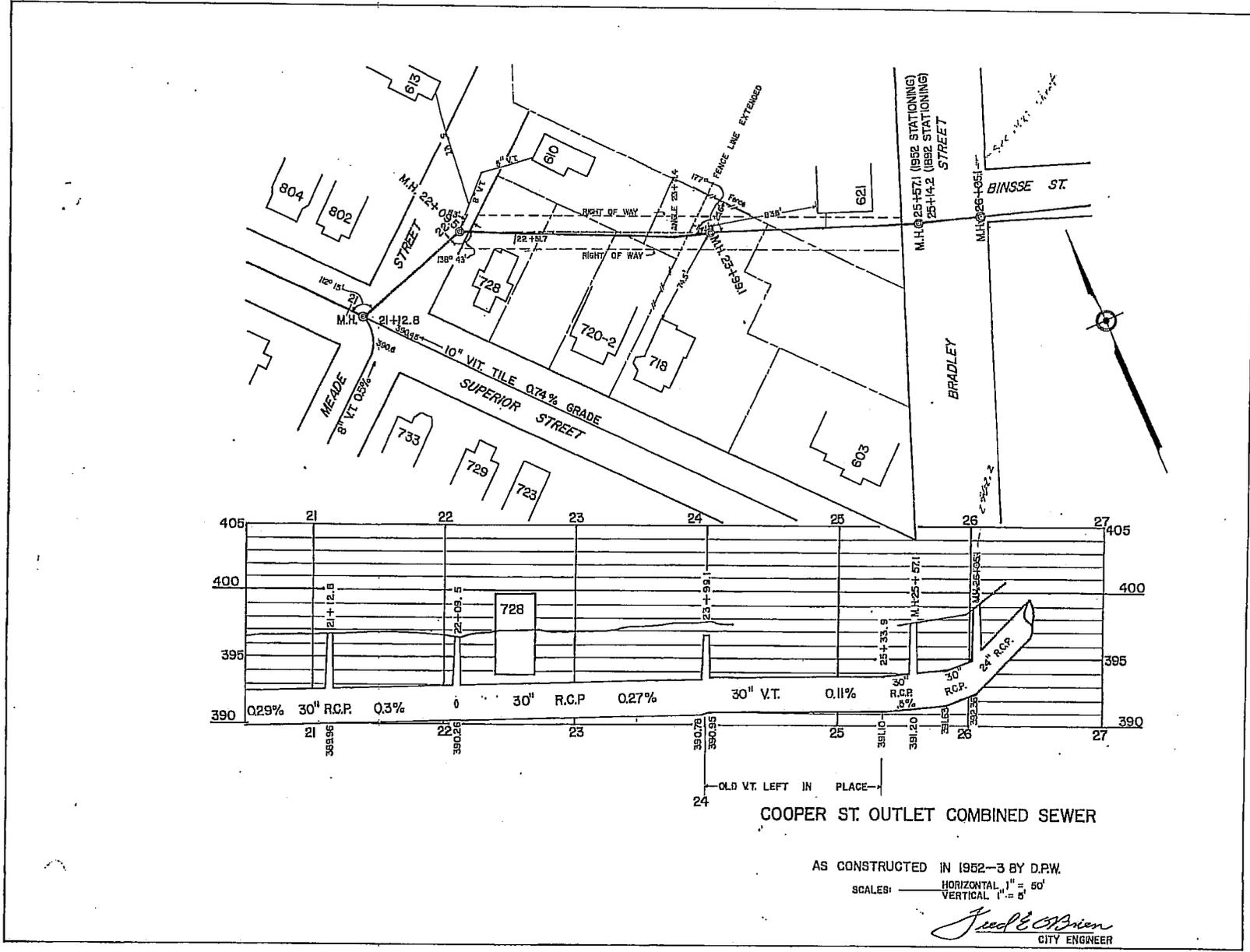
Miscellaneous Plumbing Fittings	Backflow Preventer, 4 "	1.00 ea	\$250.00
Set 45 Chemical Action Concrete		1.00 ea	\$31.17
<b>Material Cost</b>			<b>\$454.24</b>

**Other (Estimate)**

<b>Account</b>	<b>Activity</b>	<b>Notes</b>	<b>Other Cost</b>	<b>Cost</b>
				<b>\$0.00</b>

**Estimate Comments**

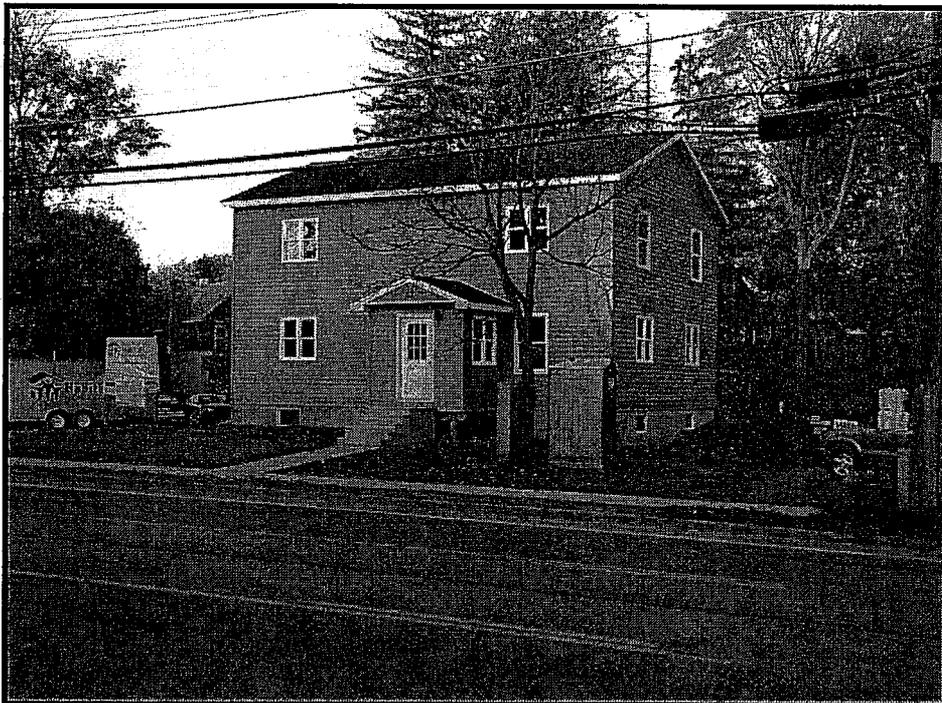
This estimate is for instalation of a 4" SDR-35 PVC sanitary sewer lateral for 611 Bradley St. We will connect to an existing lateral stub outside the foundation of the new structure and route the new lateral to the sanitary main in the adjacent right of way. A tap will be made in the existing 30" clay main. A 4" cleanout and backflow preventer will be installed outside the foundation wall.  
We will restore the excavtion area to the pre-existing condition unless otherwise directed.



	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 10-20-10 Ref: PW 029-10
To:	Mary Corriveau, City Manager	
Subject:	Sewer Lateral Installation at 611 Bradley Street Habitat for Humanity	

With reference to the request from Habitat for Humanity for the City's assistance in the installation of the private sewer lateral to their construction site at 611 Bradley Street I offer the following:

- The structure is presently under construction for a new, five bedroom, two bath, two story, 2,128 sq-ft residential family home with full basement. It is located on the 0.225 acre former City owned lot known as City Parcel Number 1-15-105.



- The City has provided similar installations for this organization over the past ten years. The connection

for 611 Bradley Street will be made into the 30 inch V.T combined sewer know as the Cooper Street Outlet which runs along the northeast corner of this property. Total cost of this lateral, including site restoration is estimated at \$2,150 of which \$460.00 will be actual material costs. It is presently estimated that this work can be completed within one workday.

- The house, when completed, will have an estimated assessed value of \$180,000 resulting in an annual City real property tax of between \$1,300 to \$1,400. Water and Sewer service bills are estimated to bring in an additional \$1,200.00 annually.

While it is the City's current policy to maintain that portion of existing residential sewer laterals located within the City's "Right of Way", the property owners are responsible for the initial installation.

Given the positive community centered outreach of this international organization, it remains my recommendation that we assist Habitat for Humanity, in the construction of this particular housing project, in the form of providing the complete sewer lateral installation from the main to within 5-ft of the foundation wall. This project is good for the community, it is good for the City and it will immediately bring in a positive cash flow in the form of real property taxes not to mention the creation of a new water and sewer customer.

Should you have any questions concerning this issue, please do not hesitate to contact me at your convenience.

*Gene*

cc: Peter Monaco, Assistant Superintendent of Public Works  
Patrick Keenan, Sewer Maintenance Supervisor  
DPW files:  
611 Bradley Street  
Habitat for Humanity



October 18, 2010

Ms. Mary Corriveau  
City Manager  
City Hall, Municipal Bldg  
Washington Street  
Watertown NY 13601



Dear Mary Corriveau:

Enclosed is our statistical summary for NYS Small Business Development Center (SBDC) at Jefferson Community College. This data is representative of our Federal year October 1, 2009 through September 30, 2010. All funding dollars invested by our clients as well as the jobs that were saved and or created are verified by our clients through independent surveys.

This past year has been difficult for businesses to gain access to funding. The recession has slowed their sales and has created some cash flow problems for a large group of them. Request for our services remained high with our center counseling over 800 clients and locating funding for 64 of those businesses with significant investment dollar impact to our community.

Should you have any questions about our programs, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Constance".

Eric Constance  
Regional SBDC Director

Enclosure  
res

---

**NYS Small Business Development Center**

Jefferson Community College, 1220 Coffeen Street, Watertown, NY 13601  
Telephone: (315) 782-9262 • Fax: (315) 782-0901  
E-mail: sbdc@sunyjefferson.edu • Website: <http://watertown.nyssbdc.org>



## Statistical Summary

Gender	Military	Workshops
37% Female	22 %	36
63% Male		1454 Attendees

### JOBS

<u>Saved</u>	<u>Created</u>
171	194

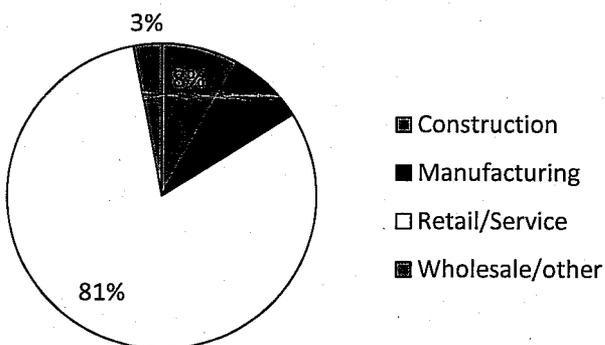
#### Clients

Oswego – 229  
 Watertown – 579  
 Total            808

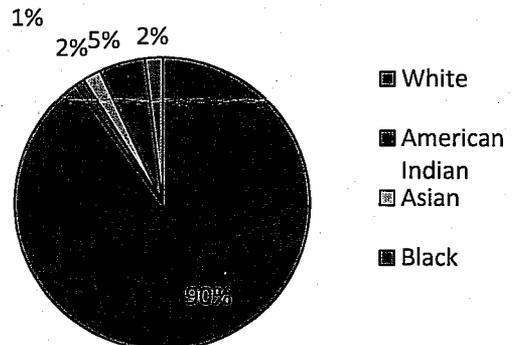
#### Impact

\$13,360,668.00  
 64 Funding projects

#### Business Type

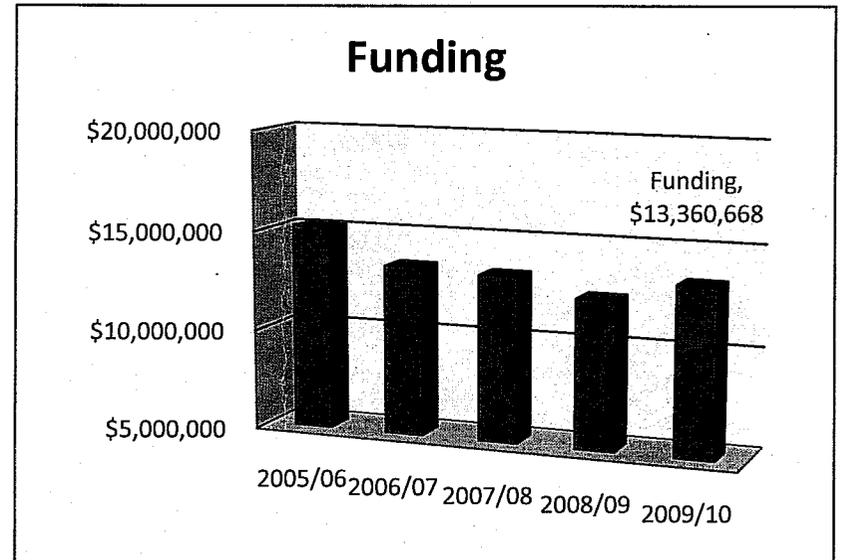
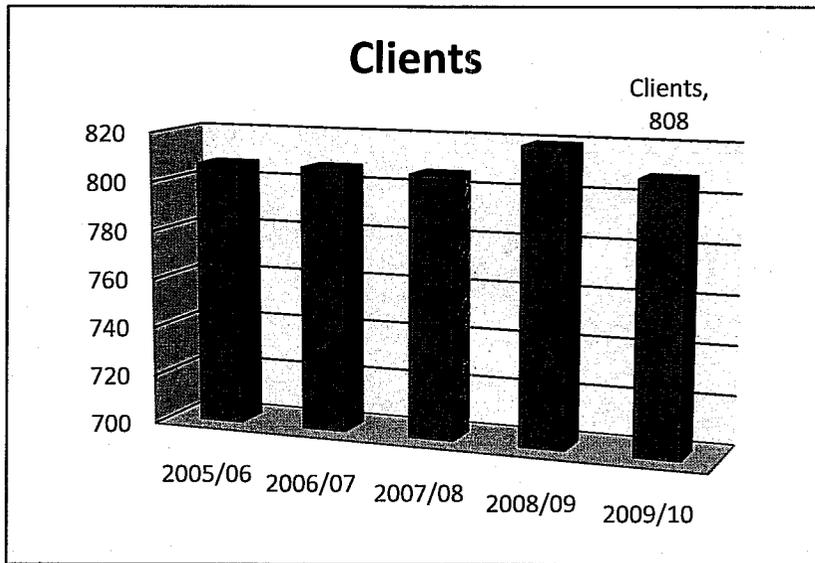


#### Percentage



# Watertown Regional SBDC

## Client Statistics



October 28, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Jefferson County Industrial Development Agency,  
Uniform Tax Exemption Policy and Guidelines

Attached for review and discussion at the November 1, 2010 meeting is the City's draft response to the JCIDA regarding the proposed Uniform Tax Exemption Policy and Guidelines.

I have invited Donald Alexander, CEO of the JCIDA to join us at the November 1, 2010 Council Meeting to answer any questions that the Council may still have regarding the proposed UTEP terms.

Mr. Alexander prepared the document titled, UTEP Major Points Comparison and forwarded it to me for sharing with the City Council.

October 28, 2010

Donald Alexander  
CEO, JCIDA  
800 Starbuck Avenue  
Watertown, New York 13601

Re: Jefferson County Industrial Development Agency,  
Uniform Tax Exemption Pilot and Guidelines

Dear Mr. Alexander:

In response to your September 3, 2010 letter, the City of Watertown has reviewed and discussed your Agency's proposed Uniform Tax Exemption Policy (UTEP) and Guidelines. We appreciate the efforts of your Board to be as inclusive as possible in the review process. As we reviewed the proposed Policy, we did it with an eye on the State laws governing IDAs and your current UTEP, which has been the standard since 2004.

The City Council understands the importance of creating an environment that spurs development. The UTEP is a tool in the toolbox of the IDA to help encourage development in Jefferson County. We also know that the UTEP is the vehicle for affected taxing jurisdictions to receive tax payments on property acquired by or under the IDA's jurisdiction or control or supervision. Philosophically, the City has no contention with using PILOT Agreements for real property tax abatements to entice development in the local community. We do, however have serious concerns with the growing practice of providing Sales and Mortgage tax abatements, especially as they are expanded in the proposed Policy. The City of Watertown further believes that the provision of these Sales and Mortgage tax abatements should only be allowed with the approval of the affected taxing jurisdictions.

The proposed Policy states that no PILOTS will be entered into prior to the Project receiving local site plan and other necessary approvals. Please understand that Board approval of a site plan, zone change and/or SEQRA review should not be construed as Legislative support for a particular project as it relates to tax abatements.

The new UTEP PILOT structure defines the maximum term of the PILOT, and the maximum relief that will be provided, but leaves the exact terms of the PILOT schedule open for discussion each time a PILOT is granted. While this flexibility may be

helpful when dealing with different developers, it can also lead to consternation on the part of affected taxing jurisdictions and potential developers if they are treated differently than one another.

One of the issues that the City believes needs to be addressed more clearly is how deviations from the Policy are controlled. The last sentence of the second paragraph of the Policy speaks to the Agency's ability to provide "enhanced benefits for certain projects on a case-by-case basis as determined by the Agency's members." This language seems to allow the Agency's members the ability to provide enhanced benefits without notification to the affected taxing jurisdictions, which is contrary to the section of the Policy titled Deviations. General Municipal Law §874 4(b), also says that the "agency will set forth in writing the reasons for deviation from such policy, and shall further notify the affected taxing jurisdictions of the proposed deviation..." If the IDA looks to follow the law regarding deviations, we would recommend removing the last sentence in the second paragraph.

The law provides for the recapture of benefits provided through the IDA. While the proposed UTEP details the events that may trigger a recapture of benefits provided, it does not discuss how the recaptured funds will be shared with the affected taxing jurisdictions. The City would like to see language incorporated into the Policy that provides for recaptured funds to be shared among the taxing jurisdictions, net of any expenses incurred by the Agency to recapture the funds. For real property taxes recaptured, the City would recommend that the funds be split based on the pro-rata allocation. For Sales and Mortgage tax recaptures, we would recommend funds be directed to Jefferson County for disbursement in the same manner that they would if the funds had come to them in the first instance.

There has been much discussion regarding the language about amendments to the UTEP. The City recommends that the language about amendments be removed from the Policy, as it is already covered by law.

On behalf of the City Council, I want to thank you for providing us with the opportunity to comment on the proposed UTEP. We hope that our comments are taken into consideration before the Board adopts the UTEP.

Sincerely,

Jeffrey E. Graham

**Jefferson County Industrial Development Agency**  
Proposed Uniform Tax Exemption Policy

## UTEP MAJOR POINTS COMPARISON

<b><u>Policy and Process</u></b>	
<p><b><u>Current Policy</u></b></p> <p>As a means to establish the PILOT program as a reliable economic development tool, and in accordance with the provisions of Article 18A of the NYS GMP, the JCIDA has the authority to implement a PILOT with an eligible project, provided such PILOT and its implementations conforms with the procedures and provisions of this policy.</p>	<p><b><u>Proposed Policy</u></b></p> <p>Policy remains the same</p>
<p><b><u>Current policy</u></b></p> <p>The JCIDA shall assess and determine the economic impact of a project by use of market analysis, employment generation, taxation and assessment generation, economic impact, and/or community support and shall approve projects for Payment in Lieu of Tax (PILOT) based upon this economic assessment.</p>	<p><b><u>Proposed Policy</u></b></p> <p>Policy remains the same</p>
<p><b><u>Current policy</u></b></p> <p>The JCIDA shall notify each affected taxing jurisdiction of a pending project.</p>	<p><b><u>Proposed policy</u></b></p> <p>Policy remains the same for industrial projects and some non-industrial projects including (warehouse, wholesale/distribution commercial, qualified retail, office building, hotel, qualified community and civic facilities).  <b>HOWEVER, the Agency will not provide PILOT abatements to any commercial, qualified retail, office building, hotel, qualified community, civic, or Renewable Energy Facilities <u>without affirmative consent of the affected taxing jurisdictions.</u></b></p> <p><b>Proposed Policy Enhances Disclosure to and Protections for ATJs:</b></p> <p><b>Enhanced Disclosure and Collaboration with ATJs. The proposed UTEP requires Agency staff to work closely with representatives of the ATJs to discuss a proposed project and shall provide each ATJ with the following materials: (i) a copy of the</b></p>

**Jefferson County Industrial Development Agency**  
Proposed Uniform Tax Exemption Policy

## UTEP MAJOR POINTS COMPARISON

	<p><b>application submitted to the Agency, (ii) a cost-benefit analysis relating to the project, (iii) a summary of the terms and structure of financial assistance to be provided by the Agency (including proposed PILOT abatement or payment schedule(s)); and (iv) whether the Agency is considering a deviation from this policy with respect to the proposed project.</b></p>
<p><b><u>Current policy</u></b></p> <p>The JCIDA will retain the ability to grant an exemption of PILOT greater than the schedules contained herein on projects which have unique significance based upon recommendations or agreement of the affected taxing jurisdictions or findings by JCIDA.</p>	<p><b><u>Proposed policy</u></b></p> <p><u>Any deviations</u> from the foregoing standard policy shall require the affirmative consent of the affected taxing jurisdictions and will be made only with the specific approval of the Agency’s members.</p> <p><b>Proposed Policy Enhances Deference to local project review and control:</b></p> <p><b>The proposed UTEP requires Agency to consider final approval of any PILOT Agreement after applicable local site plan and other necessary approvals have been secured by applicants to the Agency. This language in the proposed UTEP is included to provide broad deference and discretion to ATJs having jurisdiction or approval control over any Agency project. In essence, an Agency PILOT will not be approved for a project if a local board and/or ATJ does not support or refuses to allow a project to go forward. This language will also allow Agency to assist local boards and/or ATJs enforce locally-approved project conditions, including site plan restrictions, decommissioning agreements and other local project contingencies that must be met by project owners.</b></p> <p>The proposed UTEP also states that Agency's final consideration and approval of a PILOT Agreement shall take place after an applicable lead agency’s completed review of the subject project pursuant to and in accordance with the State Environmental Quality Review Act (“SEQRA”). In practice, this requirement already exists, however, the proposed language further recognizes and</p>

**Jefferson County Industrial Development Agency**  
Proposed Uniform Tax Exemption Policy

## UTEP MAJOR POINTS COMPARISON

	supports the lead role of local boards and/or ATJs that are or will be lead agency under SEQRA for Agency-sponsored projects. This is another self-imposed restriction the Agency has added above and beyond requirements contained within the IDA Act.
<b><u>Current policy</u></b>  An exemption for sales tax on taxable items incorporated into a qualified and approved project shall be granted.	<b><u>Proposed Policy</u></b>  Policy remains the same
<b><u>Current policy</u></b>  No payment in lieu of mortgage recording tax shall be made for qualified projects.	<b><u>Proposed Policy</u></b>  Policy remains the same
<b><u>Real Property Tax Abatements</u></b>	
<b><u>Current Policy</u></b>  Qualified Industrial and non-industrial projects will be granted property tax abatement for a period not to exceed 15 years.	<b><u>Proposed Policy</u></b>  Policy remains the same for most qualified projects, however, alternative energy projects maybe qualified for a tax abatement period not to exceed 20 years. PILOT payments may be based on a face-plate value of the project for real property assessment and may also include additional payments to ATJ's based on an income formula established by the JCIDA.
<b><u>Current Policy</u></b>  Each project will be subject to a graduated schedule of abatement with an initial abatement not to exceed 75% with annual increases over life of project averaging no Less than 2.5% where more than 50% abatement is granted.	<b><u>Proposed Policy</u></b>  Policy remains the same accepting Alternative energy projects.
<b><u>Current Policy</u></b>	<b><u>Proposed Policy</u></b>

Jefferson County Industrial Development Agency  
Proposed Uniform Tax Exemption Policy

## UTEP MAJOR POINTS COMPARISON

<p>Current policy does not specifically address alternative energy projects.</p>	<p>The Agency <u>will not</u> provide PILOT abatements to any commercial, qualified retail, office building, hotel, qualified community or civic, or Renewable Energy Facilities <u>without the affirmative consent</u> of the affected taxing jurisdictions.</p>
<p><b><u>Current Policy</u></b></p> <p>The JCIDA will reserve discretion to deviate on a case-to-case considering all factors the JCIDA deems relevant. Any PILOT that represents a deviation from this policy shall require the consent of all affected taxing jurisdictions.</p>	<p><b><u>Proposed Policy</u></b></p> <p>Policy remains the same</p>