

**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, December 5, 2011, 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**

**PROPOSED LEGISLATION DISCUSSION**

1. Dog Legislation, City Code Section 81-5 (C)

**RESOLUTIONS**

- Resolution No. 1 - Designation of Official Newspaper
- Resolution No. 2 - Establishing 2012 County Tax Rate
- Resolution No. 3 - Authorizing Roth Designated Contributions Through the Deferred Compensation Plan for Employees of the State of New York and Other Participating Jurisdictions
- Resolution No. 4 - Approving Data Processing Service Agreement, Watertown City School District
- Resolution No. 5 - Approving Contract for Professional Services With Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2012 Small Cities CDBG Application
- Resolution No. 6 - Approving Contract for Professional Services For Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2012 HOME Application to OCR

Resolution No. 7 - Approving Contract for Professional Services With Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2012 HOME Application to North Country HOME Consortium

Resolution No. 8 - Accepting Bid For the Purchase of a Radio Combiner and Multi-Coupler System, Wells Communication

Resolution No. 9 - Finding that Amending the Code of the City of Watertown Sections 310-1 Terms Defined, 310-26.1 Fences, and 310-27 Visibility at Corners Will Not Have a Significant Impact on the Environment

## **ORDINANCES**

## **LOCAL LAW**

## **PUBLIC HEARING**

7:30 p.m. Amending the Code of the City of Watertown Sections 310-1 Terms Defined, 310-26.1 Fences, And 310-27 Visibility at Corners

## **OLD BUSINESS**

## **STAFF REPORTS**

1. Request for Waiver of Fee, Greater Watertown North Country Chamber of Commerce, Annual Job Fair Career Expo
2. Palmer Street Reconstruction Pre-Design Estimate

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

1. To discuss the employment history of particular individuals
2. Collective Bargaining

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, DECEMBER 19, 2011.**

December 1, 2011

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Proposed Legislation, Dogs, City Code Section 81-5 (C)

Attached is a second draft of the legislation concerning permitting/allowing dogs to be present at events within the City of Watertown. City Attorney Robert J. Slye has tried to capture the amendments requested by the City Council at the November 14, 2011 Work Session. An excerpt of the Work Session minutes is included for your review.

As Staff discussed this draft of the proposed Legislation, we felt that it would be helpful to bring this back to the City Council for discussion prior to putting it into final format for approval.

City Code Section 81-5 (C)

It shall be unlawful for the owner of any dog to permit or allow such dog to be present at any “Special Event” in the City or to be upon City owned property and within 20 feet of any City owned swimming pool or playground equipment located within any City park or playground. For purposes of this section, a “Special Event” shall mean the following activities upon City owned property: The Farm & Craft Market; The 4<sup>th</sup> of July Concert at Thompson Park; or The Jefferson County Fair. A “Special Event” shall also include any other specifically approved event conducted, at least in part, upon City owned property and which will or may involve significant public assembly.

The posting of signage by the host of a Special Event, to the effect that dogs are not permitted at the Special Event, shall be presumptive evidence that said event will or may involve significant public assembly and will be conducted, at least in part, on City property.

The prohibition herein shall not apply to an owner whose dog is confined within an automobile, crate, cage or similar structure that prevents a dog from causing personal injury or damage to personal property.

The prohibition of this Section 81-5 (C) may be waived by special approval of the City Manager or his or her designee.

There shall be excluded from this section any owner of a dog which is defined under Section 108 of the New York Agriculture and Markets Law, as the same may be amended from time to time, as a guide dog, hearing dog, service dog, working search dog, therapy dog, detection dog, war dog, or any other dog which may be utilized by law enforcement agencies within the jurisdiction of the City, or which are professionally trained service animals utilized by persons with disabilities.

**CITY COUNCIL WORK SESSION  
CITY OF WATERTOWN  
NOVEMBER 14, 2011 (Excerpt)  
7:00 P.M.**

**MAYOR JEFFREY E. GRAHAM PRESIDING**

**PRESENT: COUNCIL MEMBER ROXANNE M. BURNS  
COUNCIL MEMBER JOSEPH M. BUTLER JR.  
COUNCIL MEMBER TERESA R. MACALUSO  
COUNCIL MEMBER JEFFREY M. SMITH  
MAYOR GRAHAM**

**ALSO PRESENT: MARY M. CORRIVEAU, CITY MANAGER  
CITY ATTORNEY ROBERT J. SLYE**

**City Staff Present: Jim Mills, Ken Mix, Gene Hayes and Kurt Hauk**

**Draft Dog Legislation**

Referring to this draft legislation, Council Member Macaluso asked what the Chamber had to say about this.

Council Member Burns stated that the Chamber doesn't want dogs at the market. However, since the market is held on City property, they wanted the City to take the lead on this and they are pleased that the City is taking action.

Council Member Butler asked about it being unlawful for the dog to be on City property within 20' of playground equipment.

Attorney Slye commented that the paramount protection is to keep the dog on a leash.

Council Member Smith asked about t-ball games and if a family brings a dog but is not within 20' of playground equipment.

Mrs. Corriveau stated that if it is an organized game and they asked to use the City field, dogs can not be brought there.

Council Member Smith stated that he thinks that is a little too restrictive.

Attorney Slye stated that the legislation reads that dogs are not permitted at any special event. Discussion centered on what would determine a "special event". Attorney Slye indicated that this is something that Council can discuss before voting on any legislation.

Council Member Smith asked about dog shows being held at the fairgrounds.

Mrs. Corriveau advised that she had spoken with Mr. Simpson about that. The dogs in competition would be allowed. However, no other dogs would be allowed there.

Council Member Smith questioned how someone would be able to walk their dog down Sterling Street and across Washington Street when the market was going on.

Council Member Burns commented that this draft does take into consideration the essence of what we are looking at. She stated that she doesn't think dogs should be at the farmers' market, concerts or the Jefferson County fair. She also suggested that Council could discuss private events.

Attorney Slye advised that Council has to decide what the evil is that they are trying to eliminate.

Mayor Graham commented that it is having dogs at public events where there is a high density of people.

Attorney Slye asked what he thought of dogs at t-ball games.

Mayor Graham responded that he didn't see it as that. However, he didn't feel dogs should be going through large crowds of people and stated that they shouldn't be allowed at Red and Black football games due to the crowds and the fact that food is being served. He stated that if you are serving food, you shouldn't have dogs there. He stated that there are certain things in life where you leave your dogs at home.

Council Member Burns stated that the key is the number of people at the event.

Mayor Graham commented that special events should include those that require a permit and those that include activities of significant assembly to be conducted on City owned property.

Council Member Smith referred to the last paragraph of the draft and asked for clarification as to what therapy and war dogs are. The information will be supplied to Council.

Res No. 1

November 29, 2011

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Designation of Official Newspaper

The attached resolution, if approved by the City Council, designates the *Watertown Daily Times* as the official newspaper of the City of Watertown for the year 2012.

# RESOLUTION

Page 1 of 1

Designation of Official Newspaper

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 |
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***Introduced by***

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BE IT RESOLVED by the City Council of the City of Watertown, New York that the *Watertown Daily Times* be and is hereby designated as the official newspaper of the City of Watertown, New York for the year beginning January 1, 2012 and ending December 31, 2012.

**Seconded by**

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Proposed County Tax Rate for 2012

By resolution adopted November 15, 2011, the Jefferson County Board of Legislators apportioned the share of the 2012 County tax to be levied on the real property within the City. The City's share of the 2012 County tax is \$6,808,953. A comparison of the amount required for County tax purposes for the years 2008 through 2012 is shown below:

|      | <u>City Share of County</u> | <u>Increase /</u> |                   | <u>Tax Rate Per \$1,000</u> |
|------|-----------------------------|-------------------|-------------------|-----------------------------|
|      | <u>Tax Levy</u>             | <u>(Decrease)</u> | <u>Percentage</u> |                             |
| 2012 | \$ 6,808,953                | \$ 66,614         | 0.99%             | \$ 6.702289                 |
| 2011 | \$ 6,742,339                | \$ (302,320)      | (4.43%)           | \$ 6.704962                 |
| 2010 | \$ 7,044,659                | \$ 220,507        | 3.23%             | \$ 7.047448                 |
| 2009 | \$ 6,824,152                | \$ 40,257         | 0.59%             | \$ 6.730845                 |
| 2008 | \$ 6,783,895                | \$ 228,091        | 3.48%             | \$ 6.987200                 |

The 2012 County tax rate calculates to \$6.702289 per \$1,000 of assessed valuation which represents a 0.04% decrease compared to the 2011 County tax rate of \$6.704962. The 2011 County taxable assessed values total \$1,013,572,185 compared to \$1,002,609,459 from the 2010 assessment roll. A resolution has been prepared for City Council consideration to approve the 2012 County tax rate.

Pursuant to New York State Environmental Conservation Law Section 15-2123 subdivision 6, the County has also directed the City to levy and collect the unpaid Hudson River Black River Regulating District 2011 Annual Assessment for parcel 01-14-121.00 (591 Rear West Main Street) owned by Watertown River Properties in the amount of \$2,763.00. This amount will become part of the parcel's 2012 County tax bill similar to a re-levied water bill on a City tax bill.

**RESOLUTION**

Page 1 of 1

Establishing 2012 County Tax Rate

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 |
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***Introduced by***

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WHEREAS the Board of Legislators of the County of Jefferson, by resolution dated November 15, 2011, and in accordance with New York State Real Property Tax Law Article 9 Section 904 has certified to the City that the contribution of the City of Watertown to the taxes of the County of Jefferson for the Fiscal Year beginning January 1, 2012 is \$6,808,952.78, and

WHEREAS the Board of Legislators of the County of Jefferson, by resolution dated November 15, 2011, and in accordance with New York State Environmental Conservation Law Section 15-2123 subdivision 6, has directed the City to levy and collect the unpaid Hudson River Black River Regulating District 2012 Annual Assessment for parcel 01-14-121.00 owned by Watertown River Properties in the amount of \$2,763.00,

NOW THEREFORE BE IT RESOLVED that this Council shall and hereby does levy the said unpaid Hudson River Black River Regulating District 2011 Annual Assessment for parcel 01-14-121.00 owned by Watertown River Properties in the amount of \$2,763.00, so ascertained and directed and to be certified to the City and to be extended on the Assessment Rolls by the City Assessor, as provided by Section 115 of the City Charter, and

NOW THEREFORE BE IT RESOLVED that this Council shall and hereby does levy the said aggregate amount of taxes of \$6,808,952.78 and unpaid Hudson River Black River Regulating District 2012 Annual Assessment for parcel 01-14-121.00 owned by Watertown River Properties in the amount of \$2,763.00, so ascertained and directed and to be certified to the City and to be extended on the Assessment Rolls by the City Assessor, as provided by Section 115 of the City Charter, and

BE IT FURTHER RESOLVED that the City does hereby levy a total fee of \$6,811,715.78 to be collected at a rate of \$6.702289 per \$1,000 of assessed valuation, which County tax levy of \$6,742,338.66 includes \$15,698.82 in omitted taxes.

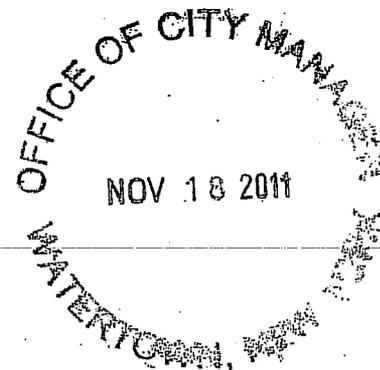
***Seconded by***

**County of Jefferson**  
**Office of the County Administrator**

**Historic Courthouse**  
195 Arsenal Street, 2<sup>nd</sup> Floor  
Watertown, NY 13601-2567  
Phone: (315) 785-3075 Fax: (315) 785-5070



November 17, 2011



Mary Corriveau, City Manager  
City of Watertown  
Municipal Building  
245 Washington Street, Room 302  
Watertown, NY 13601

Dear Mary:

Enclosed are certified copies of resolutions adopted by the Board of Legislators levying Hudson River-Black River Regulating District assessments, and certifying the City apportioned share of the 2011 County tax to be levied on real property within the City.

If you have any questions with regard to the resolutions, please contact me.

Sincerely,

Robert F. Hagemann, III  
Clerk of the Board/  
County Administrator

RFH:jdj

Enc.

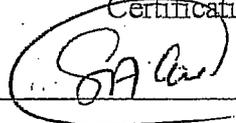
c: (w/ resolution certifying taxes to City)  
Donna Dutton, Watertown City Clerk  
Brian Phelps, Watertown City Assessor

**JEFFERSON COUNTY BOARD OF LEGISLATORS**

**Resolution No. 205**

Certification of Taxes to the City of Watertown

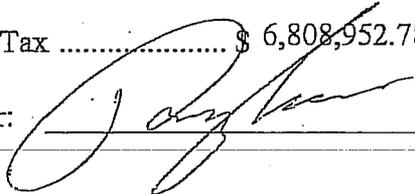
By Legislator:



Resolved, That the Clerk of the Board be and is hereby authorized and directed to certify to the Clerk and the Assessor of the City of Watertown, the apportioned share of the 2012 County Tax to be levied on real property within the City as follows:

County Tax ..... \$ 6,808,952.78

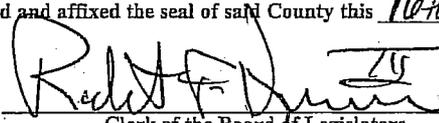
Seconded by Legislator:



State of New York )  
                          ) ss.:  
County of Jefferson )

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. 205 of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 15<sup>th</sup> day of November, 20 11 and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 16<sup>th</sup> day of November 20 11.

  
Clerk of the Board of Legislators

**JEFFERSON COUNTY BOARD OF LEGISLATORS**

**Resolution No. 209**

Levying Hudson River-Black River Regulating District Assessments

By Legislator: SACruz

Whereas, The Board of the Hudson River-Black River Regulating District, pursuant to provisions of the Environmental Conservation Law, has filed a certified statement with the Clerk of the County of Jefferson showing the name of each public corporation or a brief description of each parcel of real estate and the name of the owner, or owners, so far as can be ascertained, and the proportionate amount of the cost of storage reservoirs and the expense of maintenance and operation of such reservoirs to be borne by each parcel of real estate during the year ending June 30, 2012, and

Whereas, Pursuant to Subdivision Six of Section 15-2123 of the Environmental Conservation Law, signed into law on August 8, 1983 "...All moneys required to be collected and not paid directly to the River Regulating District by the thirty-first day of October of the year in which the assessment is levied shall be payable to the County Treasurer as provided under subdivision four of this Section and shall be subject to a service fee of one percent of the total amount assessed which shall be added to the amount to be collected and which shall be in addition to any penalties which may be imposed in the case of failure to pay general taxes within the time prescribed by law, and when collected, such penalties shall be deemed part of the assessment..."

Now, Therefore, Be It Resolved, That, in accordance with the certified statement of annual assessment received from the Regulating District dated October 31, 2011, the sum set after the description of each parcel of real estate in the following list is hereby levied and assessed against said parcel of real estate to wit:

|               |  |             |
|---------------|--|-------------|
| Parcel No. 3  | Town of Hounsfield                         |             |
|               | Brownville Speciality Paper Products, Inc. | \$4,762.35  |
|               | 1% Fee                                     | 47.63       |
|               | Total                                      | \$4,809.98  |
| Parcel No. 6A | Town of Pamelaia                           |             |
|               | Niagara Mohawk- National Grid              | \$10,511.42 |
|               | 1% Fee                                     | 105.11      |
|               | Total                                      | \$10,616.53 |
| Parcel No. 26 | Town of Rutland                            |             |
|               | Niagara Mohawk - National Grid             | \$12,669.66 |
|               | 1% Fee                                     | 126.70      |
|               | Total                                      | \$12,796.36 |

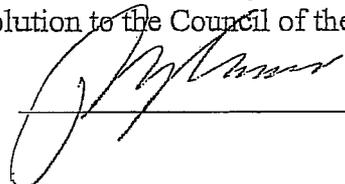
|               |                                |             |
|---------------|--------------------------------|-------------|
| Parcel No. 26 | Town of Champion               |             |
|               | Niagara Mohawk - National Grid | \$ 8,446.44 |
|               | 1% Fee                         | 84.46       |
|               | Total                          | \$ 8,530.90 |

|              |                            |                              |
|--------------|----------------------------|------------------------------|
| Parcel No. 7 | Town of Watertown          | <i>S/B City of Watertown</i> |
|              | Watertown River Properties | \$ 2,735.64                  |
|              | 1% Fee                     | 27.36                        |
|              | Total                      | \$ 2,763.00                  |

and be it further

Resolved, That the collector of taxes and assessments in each Town or City in which any such parcel of real estate is situated be and is hereby directed and commanded to collect said sum set forth after the description of each such parcel of real estate in the forgoing list, or in case the property is situated in more than one Town, to collect the sum set forth after the name of each Town following said description, in the same manner and by the same procedure as general taxes are collected and to pay the same to the County Treasurer of Jefferson County, and be it further

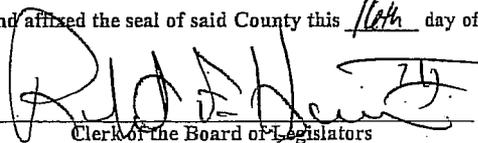
Resolved, That the Clerk of the Board of Legislators be and is hereby directed to furnish a certified copy of this resolution to the Council of the City of Watertown.

Seconded by Legislator: 

State of New York )  
 ) ss.:  
 County of Jefferson )

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. 209 of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 15th day of November, 2011 and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 16th day of November, 2011.

  
 Clerk of the Board of Legislators

Res No. 3

December 1, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Authorizing Roth Designated Contributions Through the Deferred Compensation Plan for Employees of the State of New York and Other Participating Jurisdictions

On June 5, 2000, the City Council adopted a resolution authorizing the City of Watertown to participate in the Deferred Compensation Plan for Employees of the State of New York and Other Participating Public Jurisdictions (Plan). This Plan allows employees to make pre-tax contributions to provide for their retirement. Effective July 1, 2011, the Small Business Jobs Act of 2010 permits Deferred Compensation Plan participants to make Roth (post-tax) contributions

I have attached a letter received from Fringe Benefits Manager Melanie J. Rarick which provides a detailed description of the Roth 457. In order for the City of Watertown to broaden the retirement savings choices available to employees to include the Roth provision, the City Council needs to approve a Resolution authorizing the same.

A resolution authorizing this retirement savings option has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing Roth Designated Contributions Through the Deferred Compensation Plan for Employees of the State of New York and Other Participating Jurisdictions

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 |
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### *Introduced by*

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WHEREAS the City of Watertown adopted the Deferred Compensation Plan for Employees of the State of New York and Other Participating Public Jurisdictions (the “Plan”) for the voluntary participation of all eligible employees on June 5, 2000, and

WHEREAS the City of Watertown is a public employer eligible to adopt the Plan pursuant to Section 5 of the Sate Finance Law, and

WHEREAS the Small Business Jobs Act of 2010 now permits Deferred Compensation Plan participants to make Roth Designated Contributions on or after July 1, 2011, and

WHEREAS the purpose of the Plan is to encourage employees to make and continue careers with the City of Watertown by providing eligible employees with a convenient and tax-favored method of saving on a regular and long-term basis and thereby provide for their retirement, and

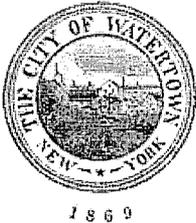
WHEREAS the City Council wishes to broaden the choices available to the employees by now including the post-tax contributions to the Roth provision,

NOW THEREFORE BE IT RESOLVED that the City of Watertown hereby authorizes participation in the Roth Designated Contributions Plan, and

BE IT FURTHER RESOLVED that the City Comptroller of the City of Watertown is hereby authorized to take such actions and enter such agreements as are required or necessary for the implementation and maintenance of the Plan.

### **Seconded by**

# CITY OF WATERTOWN, NEW YORK



FRINGE BENEFITS OFFICE  
SUITE 301, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601  
Tel: (315) 785-7755  
FAX: (315) 782-9014  
E-Mail: [mrarick@watertown-ny.gov](mailto:mrarick@watertown-ny.gov)

December 1, 2011

Mary M. Corriveau

Dear Mary:

The Small Business Jobs Act of 2010 now permits Deferred Compensation Plan participants to make Roth (post-tax) contributions. The City of Watertown has been asked to inform the Plan of its ability and intention to implement the Plan changes. I ask that you present this new option to the City Council for their approval. I have enclosed the information regarding participation that was provided by the New York State Deferred Compensation Plan for your convenience. Thank you for your time in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Melanie J. Rarick".

Melanie J. Rarick

cc: Brenda Harwood  
Bruce Williams  
Jerry Golden  
Mark Sutton  
Patrick Wiley  
Timothy Wiley  
Donna Dutton  
Ann Saunders



### **Roth 457: What is it?**

We recently informed you that the Small Business Jobs Act of 2010 now permits Deferred Compensation Plan participants to make Roth (post-tax) contributions. As a payroll center responsible for remitting contributions on behalf of your employees, it is necessary that you inform the Plan of your ability and intention to implement the Plan changes related to Roth Designated Contributions (Roth Contributions) on, or after July 1, 2011.

Roth Contributions are deducted from the employee's paycheck on an after-tax basis. Employees would be permitted to select the total percentage or dollar amount to be deferred from their paycheck and the allocation between regular pre-tax deferrals and Roth Contributions.

For example, if an employee requests 15% of their paycheck to be deferred to the Plan, they could allocate 10% to pre-tax deferrals and 5% to Roth Contributions. Employees would be permitted to change their deferral amount between pre-tax and Roth amounts at any time by contacting the Plan. These changes would be reflected on the payroll billing report you receive from the Plan.

### **What are the benefits of Roth contributions to your employees?**

- Assets grow tax deferred
- Distributions, if qualified, are income tax free
- Combined pre-tax deferrals and Roth Contributions are available up to the individual contribution limits which are \$16,500 for regular deferrals and an additional \$5,500 if age 50 and over
- Higher contributions may be available for employees participating in the Retirement (Traditional) Catch-Up provision
- There are no income eligibility limits to make Roth contributions to the 457 Plan.
- Roth contributions investment allocations may be re-allocated after receipt

While there are many benefits to a Roth account, it is important to note that:

- Loans will not be permitted from the Roth portion of a participant's account
- Initial investment allocations for Roth contributions must be the same as for pre-tax deferrals.
- Roth designated contributions, once received, cannot be recharacterized.

**Neither the company nor its representatives give legal or tax advice. Please consult your attorney or tax advisor for answers to specific questions.**



**When may the Roth be a good idea for participants?**

- If they anticipate being in a higher tax bracket in retirement
- When they are early in their career and/or have a longer time horizon until retirement
- When their income limits their ability to contribute to a Roth IRA

To better understand the Roth provision from an employee's perspective, please read the enclosed "Roth Contributions to the NYSDCP" brochure or contact your local Account Executive.

**What will you need to do?**

If you elect to offer this provision to your employees, you will need to be able to process the required after-tax deduction in addition to the regular pre-tax deferrals and corresponding payroll reporting.

Electing employers will receive a separate payroll report for those employees who make Roth contributions. Payroll reports for the Roth contributions will mirror the existing payroll reports, except that Roth contributions will be clearly identified in the header of the report.

**For reference, a sample Roth payroll report has been included in this packet.**

It is important to note that:

- You must notify the Plan using the enclosed form to begin offering Roth contributions
- If you do not respond, Roth contributions will not be accepted from your payroll center and we will notify you if any are received
- You will receive a separate billing report for Roth contributions and will be required to submit a second payroll remittance file
- To assist you in monitoring contribution limits, over-deferral reports will combine both contribution types
- Roth Contributions will be reported in box 12 of the employees' W-2 using an "EE" indicator
- You can decide to offer the Roth to your employees at anytime after July 2011

**Please complete the attached form to indicate if you will or will not allow your employees to participate in the Roth provision.**

Res No. 4

November 30, 2011

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Approving Data Processing Service Agreement,  
Watertown City School District

Attached for City Council consideration is a resolution approving a three-year Agreement with the Watertown City School District. This Agreement allows the City to provide data processing services related to the preparation and issuance of the School District's tax bills. The term of this Agreement is from January 1, 2012 through December 31, 2014.

The staff of the City Assessment Department and the City Information Technology Department will be responsible for providing services covered under this Agreement. The City has agreed to provide the school district with the following:

- a. Quality control inspection of computer output to verify completeness and accuracy.
- b. Maintain back-up security of files, to include off site storage of master files.
- c. Provide copy of Final Assessment Roll.
- d. Prepare a file printing of School tax bills for parcels located in the City of Watertown that are in the Watertown City School District.
- e. Printing of School tax bills for parcels located in the City of Watertown.
- f. Folding and sealing of tax bills that are to be mailed directly to property owner (not to escrow companies).
- g. Provide tax extension for School tax purposes.
- h. Provide ancillary reports to School that are available on City's system.
- i. Provide an electronic copy of the bill print file for reprinting bills.

The School shall pay the City at a rate of \$.55 per parcel for parcels within the City. This is an increase from the \$.50 per parcel rate with the previous contract as the City will be taking on the folding and sealing of tax bills with this contract.

# RESOLUTION

Page 1 of 1

Approving Data Processing Service Agreement, Watertown City School District

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 .....

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### *Introduced by*

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WHEREAS the City of Watertown has computer equipment which has automated the functions performed within the City Assessment Department, and

WHEREAS the City Assessor’s Office is responsible for maintaining the records for all real property within the City of Watertown, and

WHEREAS the City has the ability to produce assessment rolls, print, fold and seal tax bills and maintain the data needed to accomplish these tasks, and

WHEREAS the Watertown City School District has a need for the services offered by the City’s Assessment and Information Technology Departments,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Data Processing Service Agreement with the Watertown City School District, a copy of which is attached and made a part of this resolution, and

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

### **Seconded by**

DATA PROCESSING SERVICE AGREEMENT  
BETWEEN  
THE CITY OF WATERTOWN, NEW YORK  
AND  
THE WATERTOWN CITY SCHOOL DISTRICT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, between the City of Watertown, and the Watertown City School District, and

WITNESSETH

Whereas the City of Watertown has computer equipment and software which has automated the functions performed within the City's Assessment Department, and

Whereas the City of Watertown has the ability to produce assessment rolls, print tax bills and maintain the data needed to accomplish these tasks, and

Whereas the Watertown City School District has a need for the services offered by the City's Assessment Department,

Now, therefore, the City of Watertown and the Watertown City School District contract as follows:

**City of Watertown agrees:**

1. The staff of the City Assessment Department and the City Information Technology Department will be responsible for all aspects of data processing and School tax bill preparation to include;
  - a. Quality control inspection of computer output to verify completeness and accuracy.
  - b. Maintain back-up security of files, to include off site storage of master files.
  - c. Provide copy of Final Assessment Roll.
  - d. Prepare a file for printing of School tax bills for parcels located in the City of Watertown that are in the Watertown City School District.
  - e. Printing of School tax bills for parcels located in the City of Watertown.
  - f. Folding and sealing of tax bills that are to be mailed directly to property owner (not to escrow companies).
  - g. Provide tax extension for School tax purposes.
  - h. Provide ancillary reports to School that are available on City's system.
  - i. Provide an electronic copy of the bill print file for reprinting bills.

2. Processing service is to be provided daily, Monday through Friday, from 9:00 a.m. to 5:00 p.m. except during June, July and August when the hours of operation are from 8:00 a.m. to 4:00 p.m.

**Watertown City School District agrees:**

1. To provide the following information necessary to produce tax bills;
  - a. Tax Rate
  - b. Penalty Dates and Amounts
  - c. Warrant Date
  - d. Dates of Fiscal Year
  - e. Estimated State Aid Amount
  - f. Bill Due Dates
2. To provide at their expense a sufficient supply of tax mailers to allow the City to print School District tax bills for parcels located within the City of Watertown.
3. To provide changes to School tax bill program to accommodate School District requirements.

**City and School mutually agree as follows:**

1. The term of the contract is three years (3) from January 1, 2012 through December 31, 2014.
2. The contract may be terminated by either the City or the School with cause by providing thirty (30) days written notice by certified mail, return receipt requested.
3. That should the contract be terminated, the parties will provide the services or pay for the services provided to the date of contract termination.
4. The School shall pay the City at a rate of \$ .55 per parcel for parcels within the City. Payment shall be made on an annual basis, with Payment due on October 15th of the years covered under this agreement.

In Witness Whereof, the Watertown City School District and the City of Watertown have caused this contract to be executed by the person authorized to act in their respective names, signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Watertown City School District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Watertown

# Memo

**To:** Mary Corriveau, City Manager  
**From:** Brian Phelps, City Assessor  
**Date:** November 30, 2011  
**Re:** Data Processing Agreement with the Watertown School District

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~~Attached is the proposed agreement with the Watertown School District to provide them with School Tax bills, final rolls, tax rolls and data files. The agreement has been reviewed by Donna Williams (School Tax Collector) and will be submitted to the School Board for approval. The agreement has a single change from the previous agreement.~~

The City is agreeing to fold and seal those tax bills not to be sent to escrow companies. In prior years the School District has been having difficulties with this process, it is believed that the wait time between printing and sealing allowed the glue used in the forms to set, resulting in a large number of mangled bills needing reprinting.

In exchange the School District is agreeing to increase the fee paid to the City from \$0.50 per parcel to \$0.55.

November 30, 2011

To: The Honorable Mayor and City Council

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

Subject: Approving Contract for Professional Services With Avalon Associates Inc. and Neighbors of Watertown Inc. for 2012 CDBG and HOME Applications

On December 21, 2009, the City Council selected Avalon Associates Inc. as its community development consultant for the Small Cities Community Development Block Grant Program and the HOME Investment Partnership Program for a period of up to three years (2010, 2011 and 2012). It is the City Council's discretion as to whether the City actually contracts for their services each year.

There are three proposed contracts with resolutions attached for professional services from Avalon Associates Inc. and Neighbors of Watertown Inc. for different grant programs. The services to be provided by Avalon Associates Inc. include writing the applications and assisting with the administration and program delivery of the housing programs. Neighbors of Watertown Inc. will provide the local program delivery staff.

The first resolution is for the Community Development Block Grant Program. Avalon will write the application for \$7,500 plus reimbursement of expenses. As with the other programs described below, all other program development activities, delivery services and administration will be paid for with grant funds.

The second resolution is for the HOME application to New York State Office of Community Renewal. In this case, Neighbors of Watertown is the eligible applicant. Avalon will write the grant for \$4,500 plus reimbursement of expenses.

The third resolution approves the contract for the FY 2012 HOME application to the North Country HOME Consortium. Avalon Associates will write this grant for a cost based on their hourly rates, not to exceed \$3,500 plus reimbursement of expenses.

# RESOLUTION

Page 1 of 1

Approving Contract for Professional Services  
With Avalon Associates Inc. and Neighbors of  
Watertown Inc. for a FY 2012 Small Cities CDBG  
Application

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 .....

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### *Introduced by*

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WHEREAS it is expected that grant funding will be available through New York State Office of Community Renewal to support local community development activities that are undertaken by eligible municipalities, and

WHEREAS the City of Watertown is eligible to apply for funding in the Fiscal Year 2012 competition under the Small Cities Community Development Block Grant program, and

WHEREAS Avalon Associates Inc. has been selected as the City’s community development consultant for the Small Cities Program, and

WHEREAS a Contract for Professional Services between the City of Watertown, Avalon Associates Inc. and Neighbors of Watertown Inc. has been drafted, a copy of 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 approves the Contract for Professional Services with Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2012 Small Cities Community Development Block Grant application, and

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

### **Seconded by**

# CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

**CITY OF WATERTOWN**

AND

**NEIGHBORS OF WATERTOWN**

AND

**AVALON ASSOCIATES, INC.**  
**Community Development Consultant**

**THIS AGREEMENT**, made as of the 1<sup>st</sup> day of December 2011, between the City of Watertown, (the "City") and Neighbors of Watertown (the "Program Coordinator") and Avalon Associates, Inc., Community Development Consultant of Glens Falls, New York, (the "Consultant"), details the terms and conditions applicable to the following "Project":

**Application preparation, program development activities and general advisory services required for administration of local community development activities funded under the New York State Community Development Block Grant (CDBG) Program for 2012**

It is understood that the services detailed in Section II.B, II.C, II.D and II.E of this Agreement will be required only if a grant is awarded to the City by the NYS Office of Community Renewal (OCR). Otherwise, no services will be required beyond the application preparation detailed in Section II.A.

## **I. EMPLOYMENT OF THE CONSULTANT**

The City hereby engages the Consultant, and the Consultant agrees to perform the services detailed in this Agreement. The services of the Consultant are to commence upon execution of this Agreement and be undertaken in an expeditious manner in order to accomplish the purposes of the Agreement and meet schedules and deadlines established by the parties to this Agreement or by other Agencies involved in the Project. Unless terminated earlier according to Section V of this Agreement, the services of the Consultant shall continue until completion of all CDBG activities and close-out of the grant.

## **II. SCOPE OF SERVICES**

The Consultant shall work with City officials and representatives from Neighbors of Watertown to organize the local community development program and assist with implementation and administration activities to assure compliance with applicable federal regulations. Services of the Consultant are detailed in this section.

**A. Application:**

The Consultant shall prepare and file a complete application which complies with the regulations and funding criteria established by the New York State Office of Community Renewal (OCR) for the Community Development Block Grant (CDBG) Program, including but not limited to:

**1. Program Design**

Design of a program of activities that fits the CDBG application requirements and addresses the impact criteria for this application.

**2. Application Preparation**

Information gathering, analysis, documentation, etc. as required to complete the application and address all rating criteria. The application will be submitted to the state using the Consolidated Funding Application (CFA) process and two printed copies of the application will be provided for the City and Neighbors of Watertown.

**3. Meetings**

Attendance at meetings in Watertown or Albany or any other location as needed to develop the program proposed for this application.

**4. Services by Others**

The following services required for work to be performed by the Consultant will be provided by the City or Neighbors of Watertown or other agencies that will be involved in the Project. These activities will be coordinated with the work of the Consultant and done in a timely manner to assure completion of the application within the schedule established by OCR.

- a. Assistance with surveys and documentation required to detail the existing conditions that will be addressed by the proposed program.
- b. Inspections in selected properties and preparation of work writeups, architectural or engineering designs and cost estimates to be used as samples for the application.
- c. Photographs of the individual properties proposed for assistance under the program.
- d. Preparation of maps and other graphics required for the application.
- e. Collection of support letters and other documentation of local commitments for the proposed program.
- f. Scheduling of and attendance at all public hearings required for the project.
- g. Resolutions of the City Council that are required for submission of the application.

**B. Program Development:**

The Consultant shall assist local officials in the completion of all preliminary activities necessary to organize the community development program and secure a Release of Funds, including:

**1. Program Setup Activities**

Assistance in organizing the systems and records necessary to properly manage all activities under the CDBG Program.

- a. Review grant award documents and advise local officials regarding any special conditions that might affect the design or operation of the local program.
- b. Assist with preparation of signature cards and certifications required to establish a Letter of Credit and establish local bank accounts required for the program.
- c. Assist local officials with organization of books and accounts as required for the operation of the program and for documentation of all Project expenditures.
- d. Set up a filing system for the program and assist local officials with organizing all information and documentation on hand for the program.
- e. Review local files to assure that all documentation is in place to demonstrate compliance with the Certifications and other regulations affecting the program. In particular, this review will cover the Community Development Plan, the Citizen Participation Plan, the Relocation Plan and Drug-Free Workplace Certifications. These files will be updated to reflect new activities in the approved program and any modifications to future planning that might be appropriate as a result of this grant.

**2. Environmental Clearance**

Assistance with the Environmental Review to assure compliance with the National Environmental Policy Act of 1969, including:

- a. Analysis of any adverse environmental impacts of the proposed activities.
- b. Analysis of alternatives and/or mitigating efforts that can minimize adverse environmental impacts of the proposed activities.
- c. Preparation of an Environmental Review Record that documents existing conditions and details the proposed activities.
- d. Preparation of appropriate findings, resolutions, public notices and reports as required to complete the Environmental Review Record.
- e. Notification of the State Historic Preservation Office and other agencies that might have an interest in the activities included in the program.

### 3. **Program Guidelines**

Assistance with the development of guidelines, criteria and procedures necessary for implementation of activities in the CDBG Program, including:

- a. **Draft Program** - a preliminary draft of program guidelines for review with local officials to determine the criteria and procedures for the program.
- b. **Program Manual** - containing final, approved guidelines, eligibility criteria, procedures and policies to be used by local program administrators.
- c. **Forms** - a complete set of forms required for processing applications for assistance under the program.
- d. **Brochure** - outlining the guidelines and assistance available under the program.

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### 4. **Program Coordinator**

The Consultant will meet with the Program Coordinator to explain the local Guidelines and Procedures. This meeting should include a clear explanation of the authority and relationship of all parties involved in the program.

### 5. **Project Review Committee**

Assistance with the organization of a Project Review Committee to review cases proposed for assistance under the program. The Consultant will meet with the Committee to explain the guidelines and the procedures that have been established for the local program and clarify the roles and responsibilities of all parties involved in the program.

### 7. **Local Staffing and Support**

The Consultant will meet with other local staff who will be involved in the program to explain the Guidelines and Procedures and provide a clear explanation of the roles and responsibilities of all parties involved in the program.

### 8. **Rehabilitation Office**

Assistance with organization of a local office for administration of the program to assure that adequate provision has been made for furniture, supplies and equipment as required.

### 9. **Public Meetings**

Attendance at community meetings to introduce the program, explain eligibility criteria and the assistance which is available, and answer questions from residents and property owners in the area designated for the program.

**C. General Administration:**

The Consultant shall provide advice and assistance at the specific direction of local officials or designated project directors as required during implementation of the program. These services may include activities by the Consultant with specialized assistance provided by qualified professionals who are retained by the Consultant under subcontract. Alternatively, the Consultant may assist the community to secure outside professional services directly. In that case, the Consultant will prepare Requests For Proposals and assist with interviews and negotiations conducted by local officials.

**1. General Advisory Services**

Advice and assistance as required during implementation and administration of the local program to monitor the performance of the Program Coordinator and help coordinate the activities of others who are involved with the program.

**2. Legal Services**

Specialized legal assistance as required for the design or administration of activities included in the program.

**3. Accounting Services**

Specialized assistance or support as required to set up local books and accounts or document expenditures under the program.

**4. Engineering Services**

Technical services as required for design and implementation of public facilities activities included in the program.

**5. Local surveys**

Detailed surveys required by the State Historic Preservation Office (SHPO) to identify properties that might be eligible for inclusion on the National Register of Historic Places.

**6. Memorandum of Agreement**

Negotiation of a Memorandum of Agreement if required by the SHPO for activities which might affect properties included on or eligible for inclusion on the National Register.

**7. Technical Analysis**

Specialized technical analysis required as part of the Environmental Review to satisfy concerns raised by the public or any state or federal agencies.

## **D. Program Delivery:**

The Consultant shall provide advice and assistance during implementation of the program. With approval by the City, a portion of this work may be subcontracted to a local Program Coordinator; and in that event, the Consultant is not responsible for the activities of the Program Coordinator or others who might be involved with day-to-day activities in the Community. However, all activities will be coordinated by the Consultant who will advise the Community regarding actions required to assure completion of the program on schedule and within the budget established for those activities.

### **1. Assistance to Property Owners**

If the program includes activities to promote housing rehabilitation, the Consultant and the local Program Coordinator will work with eligible property owners to help them decide what improvements are needed and arrange for qualified contractors to complete that work in compliance with all local, state and federal rules and regulations, as follows:

- a. Explanation of the program, its objectives and eligibility requirements both at public meetings and in response to inquiries from property owners.
- b. Inspection of eligible properties to identify deficiencies that may be addressed with assistance under the program.
- c. Lead-based paint inspections (using qualified staff or contractors) to identify problems that should be addressed during rehabilitation activities.
- d. Preparation of work write-ups detailing the improvements needed in each property and including estimates of the cost of that work if performed by qualified contractors.
- e. Qualification of contractors who will be permitted to work under the program.
- f. Computation of the assistance that may be available for work on each property.
- g. Assistance in securing competitive bids from qualified contractors for the work to be done on each property.
- h. Review of bids for contract awards to be made by property owners.
- i. Computation of final grant awards and recommendation for approval by the Community for each eligible property.
- j. Periodic inspections of work in progress, including at a minimum, on-site inspections before approval of any progress payments.
- k. Final inspection before approval of final payment on each property.
- l. Clearance testing (using qualified staff or contractors) to certify that lead-based paint hazards have not been created by the work completed under this program.

## **2. Assistance to First-time Home Buyers**

If the program includes activities to promote home ownership, the Consultant and the local Program Coordinator will work with eligible applicants to help them qualify as first-time buyers and locate a suitable home that is for sale in the City. Where needed, rehabilitation improvements will be made in those properties to correct code violations and eliminate any other problems that could become a financial hardship to the home owner, as follows:

- a. Explanation of the program, its objectives and eligibility requirements both at public meetings and in response to inquiries from applicants.
- b. Special Home Ownership Counseling to help applicants prepare for home ownership and decide what they can afford with assistance under the program.
- c. Assistance with purchase negotiations and mortgage applications to local banks who will provide primary financing for each project.
- d. Inspection of selected properties to identify deficiencies that may be addressed with assistance under the program.
- e. Lead-based paint inspections (using qualified staff or contractors) to identify problems that should be addressed during rehabilitation activities.
- f. Preparation of work write-ups detailing the improvements needed in each property and estimates of the cost of that work if performed by qualified contractors.
- g. Assistance in securing competitive bids from qualified contractors for the work to be done on each property.
- h. Computation of the financial assistance that may be available for eligible work on each project and recommendation for approval by the Project Review Committee.
- i. Periodic inspections of work in progress on each property, including as a minimum, inspections of work completed before approval of any progress payments.
- j. Final inspection before approval of final payment on each property.
- k. Clearance testing (using qualified staff or contractors) to certify that lead-based paint hazards have not been created by the work completed under this program.

## **3. Periodic Reports**

Monthly reports shall be submitted to the Community detailing the status of all activities in the program. Those reports will include the following:

- a. Project Status including the number and status of active projects handled to date.
- b. Budget Status detailing commitments and expenditures for each activity to date.

**E. Completion and Closeout:**

The Consultant shall work with the City to close out the program after all project activities are completed and all grant funds have been received and expended. These services may include collection of information required to document compliance with applicable regulations and preparation of reports required to document project activities and close out the grants, as follows:

1. Collection of information to document compliance with income and rent limits that apply to properties that were rehabilitated with assistance under the program.
2. Attendance at monitoring visits and audits that are conducted by OCR or private auditors to review the local program activities and assistance with preparation of responses to any concerns or findings that are identified by OCR or those private auditors.
3. Preparation of annual performance reports that are required until the grant is closed out.
4. Preparation of closeout reports for each grant.

**III. COMPENSATION AND METHOD OF PAYMENT**

The City shall pay the Consultant for the services detailed in this Agreement as follows:

1. For Application preparation detailed in Section II.A of this Agreement, a lump sum fee of \$7,500.00 plus reimbursement of expenses incurred during the course of that work.
2. For Program Development activities detailed in Section II.B of this Agreement, a lump sum fee of \$15,000, payable when the City has received approval of a Fund Release.
3. For Program Administration services detailed in Section II.C of this Agreement, fees shall be billed for actual time plus reimbursement of expenses as detailed in Paragraph 7 below.
4. For Program Delivery services detailed in Section II.D of this Agreement, a fixed fee of \$2,250/unit for each project approved by the Project Review Committee.
5. For Completion and Closeout services detailed in Section II.E of this Agreement, fees shall be billed for actual time plus reimbursement of expenses as detailed in Paragraph 7 below.
6. The Consultant will submit claims for payment on forms prescribed by the City detailing the work performed and the fees payable under the terms of this Agreement. Claims for payment for General Administration services (Section II.C) and Completion and Closeout services (Section II.E) shall include a description of the services provided detailing the time and expenses of the Consultant. A Service Charge may be added for any amounts unpaid after 30 days at the rate of 1-1/2% per month (18% per annum); and the City agrees to pay all costs of collection including reasonable legal fees in the event the Consultant is forced to pursue legal action in order to collect these fees.

7. The following billing rates shall apply during the calendar year in which this Agreement is executed and may be adjusted annually after giving 30 days written notice:

|                   |                               |
|-------------------|-------------------------------|
| Principal         | \$100.00/hr.                  |
| Associate         | \$ 90.00/hr.                  |
| Community Planner | \$ 80.00/hr.                  |
| Technician        | \$ 60.00/hr.                  |
| Clerical          | N/C (included in above Rates) |

Reimbursable expenses shall be billed at direct cost for out-of-pocket expenses, outside professional services, materials, reproduction costs, long-distance telephone calls, etc. Travel expenses will be billed at 38 cents per mile for required automobile travel and at direct cost for travel by commercial carrier, lodging and subsistence if required during travel outside the Glens Falls area.

#### **IV. INDEMNIFICATION OF HTFC**

The City and the Consultant shall indemnify the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the Project being funded with CDBG funds.

#### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty days written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination, or by mutual consent when terminated for convenience. If the contract is terminated after the application is submitted but before Program Development activities are completed, the full fee specified in Paragraph 2 of Section III will be immediately due and payable. In the event of termination, all materials prepared under the Project shall be forwarded to the City and the Consultant shall be paid for all work completed on the Project according to the terms of this Agreement.

#### **VI. OTHER CONDITIONS**

The following conditions required by the Uniform Administrative Requirements (24 CFR Part 85) and HUD Regulations at 24 CFR Part 570 shall also apply to this Agreement.

##### **A. Equal Employment Opportunity:**

The Consultant shall comply with the applicable provisions of Executive Order 11246, entitled "Equal Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**B. Books and Records:**

The Consultant shall maintain accurate records for all work performed under this Agreement. The City, New York State, HUD, or any of their authorized representatives, shall have access to those records for the purpose of making audit, examination, excerpts, and transcriptions. Said examination of records shall take place in the Glens Falls office of the Consultant. The Consultant shall maintain all required records for three years after final payment is received and all other pending matters are closed.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**CITY OF WATERTOWN**

BY: \_\_\_\_\_  
Mary Corriveau, City Manager

**AVALON ASSOCIATES, INC.**

BY: \_\_\_\_\_  
Philip A. Smith, President

**NEIGHBORS OF WATERTOWN**

BY: \_\_\_\_\_  
Gary Beasley, Executive Director

# RESOLUTION

Page 1 of 1

Approving Contract for Professional Services For Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2012 HOME Application to OCR

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 .....

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### *Introduced by*

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WHEREAS it is expected that grant funding will be available through New York State Office of Community Renewal for the HOME Investment Partnership Program, and

WHEREAS Avalon Associates Inc. has been selected as the City of Watertown’s community development consultant for the HOME Investment Partnership Program, and

WHEREAS a Contract for Professional Services between the City of Watertown, Avalon Associates Inc. and Neighbors of Watertown Inc. has been drafted, a copy of 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 approves the Contract for Professional Services with Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2012 HOME Investment Partnership Program application to New York State Office of Community Renewal, and

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

### **Seconded by**

# CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

**CITY OF WATERTOWN**

AND

**NEIGHBORS OF WATERTOWN**

AND

**AVALON ASSOCIATES, INC.**  
**Community Development Consultant**

**THIS AGREEMENT**, made as of the 1<sup>st</sup> day of December 2011, between the City of Watertown, (the "City") and Neighbors of Watertown (the "Project Sponsor") and Avalon Associates, Inc., Community Development Consultant of Glens Falls, New York, (the "Consultant"), details the terms and conditions applicable to the following "Project":

**Application preparation, program development activities, program delivery and general advisory services required for administration of local community development activities funded under the HOME Investment Partnerships Program administered by the New York State Office of Community Renewal (OCR) for Program Year 2012**

It is understood that the services detailed in Section II.B, II.C, II.D and II.E of this Agreement will be required only if a grant is awarded to the City by the NYS Office of Community Renewal (OCR). Otherwise, no services will be required beyond the application preparation detailed in Section II.A.

## **I. EMPLOYMENT OF THE CONSULTANT**

The City and the Project Sponsor hereby engage the Consultant and the Consultant agrees to perform the services detailed in this Agreement. The services of the Consultant are to commence upon execution of this Agreement and be undertaken in an expeditious manner in order to accomplish the purposes of the Agreement and meet schedules and deadlines established by the parties to this Agreement or by other Agencies involved in the Project. Unless terminated earlier according to Section V of this Agreement, the services of the Consultant shall continue until completion of all HOME activities and close-out of the grant.

## **II. SCOPE OF SERVICES**

The Consultant shall work with local officials and the Project Sponsor to identify activities that will be appropriate for HOME funding and help gather information, conduct surveys, analysis, etc. as required to complete an application for funding before the deadline established by OCR.

**A. Application:**

The Consultant shall prepare and file a complete application which complies with the regulations and funding criteria established by the New York State Office of Community Renewal (OCR) for the Community Development Block Grant (CDBG) Program, including but not limited to:

**1. Program Design**

Design of a program of activities that fits the CDBG application requirements and addresses the impact criteria for this application.

**2. Application Preparation**

Information gathering, analysis, documentation, etc. as required to complete the application and address all rating criteria. The application will be submitted to the state using the Consolidated Funding Application (CFA) process and two printed copies of the application will be provided for the City and Neighbors of Watertown.

**3. Meetings**

Attendance at meetings in Watertown or Albany or any other location as needed to develop the program proposed for this application.

**4. Services by Others**

The following services required for work to be performed by the Consultant will be provided by the City or Neighbors of Watertown or other agencies that will be involved in the Project. These activities will be coordinated with the work of the Consultant and done in a timely manner to assure completion of the application within the schedule established by OCR.

- a. Assistance with surveys and documentation required to detail the existing conditions that will be addressed by the proposed program.
- b. Inspections in selected properties and preparation of work writeups, architectural or engineering designs and cost estimates to be used as samples for the application.
- c. Photographs of the individual properties proposed for assistance under the program.
- d. Preparation of maps and other graphics required for the application.
- e. Collection of support letters and other documentation of local commitments for the proposed program.
- f. Scheduling of and attendance at all public hearings required for the project.
- g. Resolutions of the City Council that are required for submission of the application.

**B. Program Development:**

The Consultant shall assist local officials in the completion of all preliminary activities necessary to organize the community development program and secure a Release of Funds, including:

**1. Program Setup Activities**

Assistance in organizing the systems and records necessary to properly manage all activities under the CDBG Program.

- a. Review grant award documents and advise local officials regarding any special conditions that might affect the design or operation of the local program.
- b. Assist with preparation of signature cards and certifications required to establish a Letter of Credit and establish local bank accounts required for the program.
- c. Assist local officials with organization of books and accounts as required for the operation of the program and for documentation of all Project expenditures.
- d. Set up a filing system for the program and assist local officials with organizing all information and documentation on hand for the program.
- e. Review local files to assure that all documentation is in place to demonstrate compliance with the Certifications and other regulations affecting the program. In particular, this review will cover the Community Development Plan, the Citizen Participation Plan, the Relocation Plan and Drug-Free Workplace Certifications. These files will be updated to reflect new activities in the approved program and any modifications to future planning that might be appropriate as a result of this grant.

**2. Environmental Clearance**

Assistance with the Environmental Review to assure compliance with the National Environmental Policy Act of 1969, including:

- a. Analysis of any adverse environmental impacts of the proposed activities.
- b. Analysis of alternatives and/or mitigating efforts that can minimize adverse environmental impacts of the proposed activities.
- c. Preparation of an Environmental Review Record that documents existing conditions and details the proposed activities.
- d. Preparation of appropriate findings, resolutions, public notices and reports as required to complete the Environmental Review Record.
- e. Notification of the State Historic Preservation Office and other agencies that might have an interest in the activities included in the program.

## **D. Program Delivery:**

The Consultant shall provide advice and assistance during implementation of the program. These services require a joint effort by the Consultant and the Project Sponsor; and the Consultant is not responsible for the activities of the Project Sponsor or its employees or others who might be involved with day-to-day activities under the program. However, all activities will be coordinated by the Consultant who will advise the Project Sponsor regarding actions required to assure completion of the program on schedule and within the budget established for these activities.

### **1. Assistance to Property Owners**

If the program includes activities to promote housing rehabilitation, the Consultant and the local Program Coordinator will work with eligible property owners to help them decide what improvements are needed and arrange for qualified contractors to complete that work in compliance with all local, state and federal rules and regulations, as follows:

- a. Explanation of the program, its objectives and eligibility requirements both at public meetings and in response to inquiries from property owners.
- b. Inspection of eligible properties to identify deficiencies that may be addressed with assistance under the program.
- c. Lead-based paint inspections (using qualified staff or contractors) to identify problems that should be addressed during rehabilitation activities.
- d. Preparation of work write-ups detailing the improvements needed in each property and including estimates of the cost of that work if performed by qualified contractors.
- e. Qualification of contractors who will be permitted to work under the program.
- f. Computation of the assistance that may be available for work on each property.
- g. Assistance in securing competitive bids from qualified contractors for the work to be done on each property.
- h. Review of bids for contract awards to be made by property owners.
- i. Computation of final grant awards and recommendation for approval by the Community for each eligible property.
- j. Periodic inspections of work in progress, including at a minimum, on-site inspections before approval of any progress payments.
- k. Final inspection before approval of final payment on each property.
- l. Clearance testing (using qualified staff or contractors) to certify that lead-based paint hazards have not been created by the work completed under this program.

## **2. Assistance to First-time Home Buyers**

If the program includes activities to promote home ownership, the Consultant and the local Program Coordinator will work with eligible applicants to help them qualify as first-time buyers and locate a suitable home that is for sale in the City. Where needed, rehabilitation improvements will be made in those properties to correct code violations and eliminate any other problems that could become a financial hardship to the home owner, as follows:

- a. Explanation of the program, its objectives and eligibility requirements both at public meetings and in response to inquiries from applicants.
- b. Special Home Ownership Counseling to help applicants prepare for home ownership and decide what they can afford with assistance under the program.
- c. Assistance with purchase negotiations and mortgage applications to local banks who will provide primary financing for each project.
- d. Inspection of selected properties to identify deficiencies that may be addressed with assistance under the program.
- e. Lead-based paint inspections (using qualified staff or contractors) to identify problems that should be addressed during rehabilitation activities.
- f. Preparation of work write-ups detailing the improvements needed in each property and estimates of the cost of that work if performed by qualified contractors.
- g. Assistance in securing competitive bids from qualified contractors for the work to be done on each property.
- h. Computation of the financial assistance that may be available for eligible work on each project and recommendation for approval by the Project Review Committee.
- i. Periodic inspections of work in progress on each property, including as a minimum, inspections of work completed before approval of any progress payments.
- j. Final inspection before approval of final payment on each property.
- k. Clearance testing (using qualified staff or contractors) to certify that lead-based paint hazards have not been created by the work completed under this program.

## **3. Periodic Reports**

Monthly reports shall be submitted to the Community detailing the status of all activities in the program. Those reports will include the following:

- a. Project Status including the number and status of active projects handled to date.
- b. Budget Status detailing commitments and expenditures for each activity to date.

**E. Completion and Closeout:**

The Consultant shall work with Neighbors of Watertown to close out the program after all project activities are completed and all grant funds have been received and expended. These services may include collection of information required to document compliance with applicable regulations and preparation of reports required to document project activities and close out the grants, as follows:

1. Collection of information to document compliance with income and rent limits that apply to properties that were rehabilitated with assistance under the program.
2. Attendance at monitoring visits and audits that are conducted by OCR or private auditors to review the local program activities and assistance with preparation of responses to any concerns or findings that are identified by OCR or those private auditors.
3. Preparation of annual performance reports that are required until the grant is closed out.
4. Preparation of closeout reports for each grant.

**III. COMPENSATION AND METHOD OF PAYMENT**

The Consultant will be paid for the services detailed in this Agreement as follows:

1. By the City for Application preparation (Section II.A), a lump sum fee of \$4,500.00 plus reimbursement of expenses incurred during the course of that work.
2. By the Project Sponsor for Program Development activities (Section II.B), a lump sum fee of \$7,500, payable when the Project Sponsor has received approval of a Fund Release.
3. By the Project sponsor for General Administration services (Section II.C), fees shall be billed for actual time plus reimbursement of expenses as detailed in Paragraph 7 below.
4. By the Project Sponsor for Program Delivery Services (Section II.D), a fixed fee of \$1,000/unit for each project, payable when the case is approved by the Executive Director.
5. By the Project sponsor for Completion and Closeout services (Section II.E), fees shall be billed for actual time plus reimbursement of expenses as detailed in Paragraph 7 below.
6. The Consultant will submit claims for payment on forms prescribed by the Project Sponsor detailing the work performed and the fees payable under the terms of this Agreement. Claims for payment for General Administration services (Section II.C) and Completion and Closeout services (Section II.E) shall include a description of the services provided detailing the time and expenses of the Consultant. A Service Charge may be added for any amounts unpaid after 30 days at the rate of 1-1/2% per month (18% per annum); and the Project Sponsor agrees to pay all costs of collection including reasonable legal fees in the event the Consultant is forced to pursue legal action in order to collect these fees.

7. The following billing rates shall apply during the calendar year in which this Agreement is executed and may be adjusted annually after giving 30 days written notice:

|                   |                               |
|-------------------|-------------------------------|
| Principal         | \$100.00/hr.                  |
| Associate         | \$ 90.00/hr.                  |
| Community Planner | \$ 80.00/hr.                  |
| Technician        | \$ 60.00/hr.                  |
| Clerical          | N/C (included in above Rates) |

Reimbursable expenses shall be billed at direct cost for out-of-pocket expenses, outside professional services, materials, reproduction costs, long-distance telephone calls, etc. Travel expenses will be billed at 38 cents per mile for required automobile travel and at direct cost for travel by commercial carrier, lodging and subsistence if required during travel outside the Glens Falls area.

#### **IV. INDEMNIFICATION OF HTFC**

The City and the Consultant shall indemnify the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the Project being funded with CDBG funds.

#### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty days written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination, or by mutual consent when terminated for convenience. If the contract is terminated after the application is submitted but before Program Development activities are completed, the full fee specified in Paragraph 2 of Section III will be immediately due and payable. In the event of termination, all materials prepared under the Project shall be forwarded to the Project Sponsor and the Consultant shall be paid for all work completed on the Project according to the terms of this Agreement.

#### **VI. OTHER CONDITIONS**

The following conditions required by the Uniform Administrative Requirements (24 CFR Part 85) shall also apply to this Agreement.

##### **A. Equal Employment Opportunity:**

The Consultant shall comply with the applicable provisions of Executive Order 11246, entitled "Equal Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**B. Books and Records:**

The Consultant shall maintain accurate records for all work performed under this Agreement. The Project Sponsor, the City, New York State, or any of their authorized representatives, shall have access to those records for the purpose of making audit, examination, excerpts, and transcriptions. Said examination of records shall take place in the Glens Falls office of the Consultant. The Consultant shall maintain all required records for three years after final payment is received and all other pending matters are closed.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF WATERTOWN**

BY: \_\_\_\_\_  
Mary Corriveau, City Manager

**AVALON ASSOCIATES, INC.**

BY: \_\_\_\_\_  
Philip A. Smith, President

**NEIGHBORS OF WATERTOWN**

BY: \_\_\_\_\_  
Gary Beasley, Executive Director

# RESOLUTION

Page 1 of 1

Approving Contract for Professional Services With Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2012 HOME Application to North Country HOME Consortium

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 |
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### *Introduced by*

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WHEREAS it is anticipated that grant funding will be available through the North Country HOME Consortium to support local housing programs, and

WHEREAS Avalon Associates Inc. has been selected as the City of Watertown’s community development consultant for the HOME Investment Partnership Program, and

WHEREAS a Contract for Professional Services between the City of Watertown, Avalon Associates Inc. and Neighbors of Watertown Inc. has been drafted, a copy of 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 approves the Contract for Professional Services with Avalon Associates Inc. and Neighbors of Watertown Inc. for a FY 2012 HOME Investment Partnership Program application to the North Country HOME Consortium, and

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

### **Seconded by**

# CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

**CITY OF WATERTOWN**

AND

**NEIGHBORS OF WATERTOWN**

AND

**AVALON ASSOCIATES, INC.**  
**Community Development Consultant**

**THIS AGREEMENT**, made as of the 1<sup>st</sup> day of December 2011, between the City of Watertown, (the "City") and Neighbors of Watertown (the "Program Coordinator") and Avalon Associates, Inc., Community Development Consultant of Glens Falls, New York, (the "Consultant"), details the terms and conditions applicable to the following "Project":

**Application preparation, program development activities and general advisory services required for administration of local community development activities funded under the HOME Investment Partnerships Program administered by the North Country HOME Consortium for Fiscal Year 2012**

It is understood that the services detailed in Section II.B, II.C, and II.D of this Agreement will be required only if a grant is awarded to the City by the North Country HOME Consortium. Otherwise, no services will be required beyond the application preparation detailed in Section II.A.

## **I. EMPLOYMENT OF THE CONSULTANT**

The City hereby engages the Consultant and the Consultant agrees to perform the services detailed in this Agreement. The services of the Consultant are to commence upon execution of this Agreement and be undertaken in an expeditious manner in order to accomplish the purposes of the Agreement and meet schedules and deadlines established by the parties to this Agreement or by other Agencies involved in the Project. Unless terminated earlier according to Section IV of this Agreement, the services of the Consultant shall continue until completion of all HOME activities and close-out of the grant.

## **II. SCOPE OF SERVICES**

The Consultant shall work with local officials and representatives of Neighbors of Watertown to identify activities that will be appropriate for HOME funding and help gather information, conduct surveys, analysis, etc. as required to complete an application for funding before the deadline established by the North Country HOME Consortium.

**A. Application:**

The Consultant shall prepare and file a complete application which complies with the regulations and funding criteria established by the North Country HOME Consortium for the HOME Investment Partnership Program, including but not limited to:

**1. Program Design**

Design of a program of activities that fits the HOME application requirements and addresses the rating criteria for this application.

**2. Application Preparation**

Information gathering, analysis, documentation, etc. as required to complete the application and address all rating criteria. Three copies of the application will be submitted to the North Country HOME Consortium (including one copy with original signatures) and one copy will be provided for the City and one copy will be provided for Neighbors of Watertown.

**3. Meetings**

Attendance at meetings in Watertown or any other location as needed to develop the program proposed for this application.

**4. Services by Others**

The following services required for work to be performed by the Consultant will be provided by the City or Neighbors of Watertown or other agencies that will be involved in the Project. These activities will be coordinated with the work of the Consultant and done in a timely manner to assure completion of the application within the schedule established by the North Country HOME Consortium.

- a. Assistance with surveys and documentation required to detail the existing conditions that will be addressed by the proposed program.
- b. Inspections in selected properties and preparation of work writeups and cost estimates to be used as samples for the application.
- c. Photographs of the individual properties proposed for assistance under the program.
- d. Preparation of maps and other graphics required for the application.
- e. Collection of support letters and other documentation of local commitments for the proposed program.
- f. Scheduling of and attendance at all public hearings required for the project.
- g. Resolutions that are required for submission of the application.

**B. Program Development and Administration:**

If the application is successful, the Consultant shall assist local officials in the completion of all activities necessary to execute a Grant Agreement and begin the program, including:

**1. Files, Records, and Accounts**

Assistance in establishing local files and records for the HOME Program.

**2. Environmental Clearance**

Assistance with Environmental Reviews necessary to assure compliance with the State Environmental Quality Review Act, including:

- a. Analysis of adverse impacts and review of alternatives to mitigate those problems for the proposed activities.
- b. Documentation of the Environmental Assessment including all required findings, resolutions, notices and reports.

**3. Program Guidelines**

Assistance with development of guidelines and procedures for implementation of the HOME Improvement Program, including:

- a. **Program Manual** with final, approved guidelines and procedures for use by local program administrators.
- b. **Forms** - a complete set of forms required for processing applications for assistance under the local program.

**4. General Advisory Services:**

The Consultant shall provide advice and assistance at the direction of local officials during administration of the HOME Program. These services may include:

- a. **Technical Assistance** - assistance with general procedures and analysis of projects being considered for financing assistance under the program.
- b. **Monitoring & Documentation** - monitoring and documentation as needed to assure proper performance under the local Guidelines and Procedures.
- c. **Reports** - preparation of various reports required to document compliance with applicable federal and state regulations and local program guidelines for each project.

**C. Program Delivery:**

The Consultant shall provide advice and assistance during implementation of the program. With approval by the City, a portion of this work may be subcontracted to a local Program Coordinator; and in that event, the Consultant is not responsible for the activities of the Program Coordinator or others who might be involved with day-to-day activities in the Community. However, all activities will be coordinated by the Consultant who will advise the Community regarding actions required to assure completion of the program on schedule and within the budget established for those activities.

**1. Assistance to Property Owners**

If the program includes activities to promote housing rehabilitation, the Consultant and the local Program Coordinator will work with eligible property owners to help them decide what improvements are needed and arrange for qualified contractors to complete that work in compliance with all local, state and federal rules and regulations, as follows:

- a. Explanation of the program, its objectives and eligibility requirements both at public meetings and in response to inquiries from property owners.
- b. Inspection of eligible properties to identify deficiencies that may be addressed with assistance under the program.
- c. Lead-based paint inspections (using qualified staff or contractors) to identify problems that should be addressed during rehabilitation activities.
- d. Preparation of work write-ups detailing the improvements needed in each property and including estimates of the cost of this work if performed by qualified contractors.
- e. Qualification of contractors who will be permitted to work under the program.
- f. Computation of the assistance that may be available for work on each property.
- g. Assistance in securing competitive bids from qualified contractors for the work to be done on each property.
- h. Review of bids for contract awards to be made by property owners.
- i. Computation of final grant awards and recommendation for approval by the Community for each eligible property.
- j. Periodic inspections of work in progress, including at a minimum, on-site inspections before approval of any progress payments.
- k. Final inspection before approval of final payment on each property.
- l. Clearance testing (using qualified staff or contractors) to certify that lead-based paint hazards have not been created by the work completed under this program.

## **2. Assistance to First-time Home Buyers**

If the program includes activities to promote home ownership, the Consultant and the local Program Coordinator will work with eligible applicants to help them qualify as first-time buyers and locate a suitable home that is for sale in the City. Where needed, rehabilitation improvements will be made in those properties to correct code violations and eliminate any other problems that could become a financial hardship to the home owner, as follows:

- a. Explanation of the program, its objectives and eligibility requirements both at public meetings and in response to inquiries from applicants.
- b. Special Home Ownership Counseling to help applicants prepare for home ownership and decide what they can afford with assistance under the program.
- c. Assistance with purchase negotiations and mortgage applications to local banks who will provide primary financing for each project.
- d. Inspection of selected properties to identify deficiencies that may be addressed with assistance under the program.
- e. Lead-based paint inspections (using qualified staff or contractors) to identify problems that should be addressed during rehabilitation activities.
- f. Preparation of work write-ups detailing the improvements needed in each property and estimates of the cost of this work if performed by qualified contractors.
- g. Assistance in securing competitive bids from qualified contractors for the work to be done on each property.
- h. Computation of the financial assistance that may be available for eligible work on each project and recommendation for approval by the Project Review Committee.
- i. Periodic inspections of work in progress on each property, including as a minimum, inspections of work completed before approval of any progress payments.
- j. Final inspection before approval of final payment on each property.
- k. Clearance testing (using qualified staff or contractors) to certify that lead-based paint hazards have not been created by the work completed under this program.

## **3. Periodic Reports**

Monthly reports shall be submitted to the Community detailing the status of all activities in the program. Those reports will include the following:

- a. Project Status including the number and status of active projects handled to date.
- b. Budget Status detailing commitments and expenditures for each activity to date.

#### **D. Completion and Closeout:**

The Consultant shall work with the City to close out the program after all project activities are completed and all grant funds have been received and expended. These services may include collection of information required to document compliance with applicable regulations and preparation of reports required to document project activities and close out the grants, as follows:

1. Collection of information to document compliance with income and rent limits that apply to properties that were rehabilitated with assistance under the program.
2. Attendance at monitoring visits and audits that are conducted by the HOME Consortium or private auditors to review the local program activities and assistance with preparation of responses to any concerns or findings that are identified in those visits or audits.
3. Preparation of annual performance reports that are required until the grant is closed out.
4. Preparation of closeout reports for each grant.

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### **III. COMPENSATION AND METHOD OF PAYMENT**

The Consultant will be paid for the services detailed in this Agreement as follows:

1. For Application preparation (Section II.A), at hourly rates plus reimbursement of expenses, as outlined in Paragraph 6 below (up to a maximum of \$3,500).
2. For Program Development and Administration activities (Section II.B), at hourly rates plus reimbursement of expenses, as outlined in Paragraph 6 below.
3. For Program Delivery services detailed in Section II.C of this Agreement, a fixed fee of \$2,250/unit for each project approved by the Project Review Committee.
4. For Completion and Closeout services detailed in Section II.D of this Agreement, fees shall be billed for actual time plus reimbursement of expenses as detailed in Paragraph 6 below.
5. The Consultant will submit claims for payment on forms prescribed by the City detailing the work performed and the fees payable under the terms of this Agreement. Claims for payment for Program Development and Administration services (Section II.C) and Completion and Closeout services (Section II.D) shall include a description of the services provided detailing the time and expenses of the Consultant. A Service Charge may be added for any amounts unpaid after 30 days at the rate of 1-1/2% per month (18% per annum); and the City agrees to pay all costs of collection including reasonable legal fees in the event the Consultant is forced to pursue legal action in order to collect these fees.

6. The following billing rates shall apply during the calendar year in which this Agreement is executed and may be adjusted annually after giving 30 days written notice:

|                   |                               |
|-------------------|-------------------------------|
| Principal         | \$100.00/hr.                  |
| Associate         | \$ 90.00/hr.                  |
| Community Planner | \$ 80.00/hr.                  |
| Technician        | \$ 60.00/hr.                  |
| Clerical          | N/C (included in above Rates) |

Reimbursable expenses shall be billed at direct cost for out-of-pocket expenses, outside professional services, materials, reproduction costs, long-distance telephone calls, etc. Travel expenses will be billed at 38 cents per mile for required automobile travel and at direct cost for travel by commercial carrier, lodging and subsistence if required during travel outside the Glens Falls area.

#### **IV. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty days written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination, or by mutual consent when terminated for convenience. In the event of termination, all materials prepared under the Project shall be forwarded to the City and the Consultant shall be paid all amounts due for work completed on the Project according to the terms of this Agreement. In the event of termination before the application is submitted, the Consultant shall be paid for time and expenses incurred at the hourly billing rates then in effect.

#### **V. OTHER CONDITIONS**

The following conditions required by the Uniform Administrative Requirements (24 CFR Part 85) shall also apply to this Agreement.

##### **A. Equal Employment Opportunity:**

The Consultant shall comply with the applicable provisions of Executive Order 11246, entitled "Equal Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

##### **B. Books and Records:**

The Consultant shall maintain accurate records for all work performed under this Agreement. The City, the City, New York State, or any of their authorized representatives, shall have access to those records for the purpose of making audit, examination, excerpts, and transcriptions. Said examination of records shall take place in the Glens Falls office of the Consultant. The Consultant shall maintain all required records for three years after final payment is received and all other pending matters are closed.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF WATERTOWN**

BY: \_\_\_\_\_  
Mary Corriveau, City Manager

**AVALON ASSOCIATES, INC.**

BY: \_\_\_\_\_  
Philip A. Smith, President

**NEIGHBORS OF WATERTOWN**

BY: \_\_\_\_\_  
Gary Beasley, Executive Director

Res No. 8

November 30, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Accepting Bid For the Purchase of a Radio Combiner and Multi-Coupler Systems, Wells Communication

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the purchase of a Radio Combiner and Multi-Coupler Systems as recommended by the Interoperable Communications Study done by Blue Wing Services Inc. Invitations to bid were issued to ten (10) prospective bidders, with one (1) bid received that was publicly opened and read in the Purchasing Department on Wednesday, November 16, 2011 at 11:00 a.m.

City Purchasing Agent Amy M. Pastuf reviewed the bid received with the consultant for this project, Blue Wing Services Inc., as well as both City of Watertown and Jefferson County Public Safety personnel, and it is their recommendation that the award be issued to Wells Communication of Watertown, New York, as the lowest qualifying bidder meeting City specifications in the amount of \$79,566.10.

As detailed in the attached report of Mrs. Pastuf, please note that a quote for the specific equipment was received from a NYS OGS Contract Holder alongside the bid received from Wells Communications, which reflects a significant cost savings. Eighty percent of the funding to support this purchase comes from the Public Safety Interoperable Communications (PSEC) Grant received by the City, with the remaining portion being shared equally between the City of Watertown and Jefferson County. This project was included in the FY 2008-09 Capital Budget.

A Resolution has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 2

Accepting Bid For the Purchase of a  
Radio Combiner and Multi-Coupler System,  
Wells Communication

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 |
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***Introduced by***

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of a Radio Combiner and Multi-Coupler System as recommended by the Interoperable Communications Study done by Blue Wing Services Inc., and

WHEREAS invitations to bid were issued to ten (10) prospective bidders, with one (1) bid being received, and

WHEREAS on Wednesday, November 16, 2011, at 11:00 a.m. in the City Purchasing Department, the bid received was publicly opened and read, and

WHEREAS City Purchasing Agent Amy M. Pastuf reviewed the bids received with the consultant for this project, Blue Wing Services Inc., as well as both City of Watertown and Jefferson County Public Safety personnel and it is their recommendation that the City Council accept the bid from Wells Communication, Watertown, New York, as detailed below:

|                                      | <b>Wells Communication<br/>Bid Pricing</b> |
|--------------------------------------|--|
| VHF Transmitter Combiner System 1-1  | <b>\$11,776.30</b>                         |
| VHF Transmitter Combiner System 1-2  | <b>\$9,665.80</b>                          |
| VHF Transmitter Combiner System 1-3  | <b>\$8,720.80</b>                          |
| UHF Transmitter Combiner System 3-1  | <b>\$14,662.70</b>                         |
| VHF Receiver Multicoupler System 1-1 | <b>\$13,611.50</b>                         |
| VHF Receiver Multicoupler System 1-2 | <b>\$10,477.70</b>                         |
| UHF Receiver Multicoupler System 3-1 | <b>\$10,651.30</b>                         |
|                                      | <b>\$79,566.10</b>                         |

# RESOLUTION

Page 2 of 2

Accepting Bid For the Purchase of a  
Radio Combiner and Multi-Coupler System,  
Wells Communication

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 .....

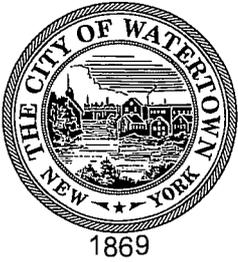
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NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid submitted by Wells Communication, Watertown, New York, as detailed above, as the lowest qualified bidder meeting City specifications, for the purchase of Radio Combiner and Multi-Coupler System in the amount of \$79,566.10.

**Seconded by**

# FISCAL YEAR 2008-2009 CAPITAL BUDGET VEHICLES AND EQUIPMENT POLICE AND FIRE

| PROJECT DESCRIPTION   | COST             |
|---|------------------|
| <p>Replace Radio System:</p> <p>The Departments are applying for an Interoperability for Public Safety grant to replace the current radio system and allow for interoperability with City Police, Jefferson County Sheriff's Department and other County Fire Departments. The total grant will be for approximately \$1 million dollars with a funding match of 20 percent. The 20 percent match would be divided to 10 percent by the City and 10 percent by the County. This project would replace all mobile and portable radios with digital radios utilizing VOIP technology to be able to acquire interoperability with the NY State Statewide Communications Initiative. This funding would not be spent without successful acquisition of grant funding.</p>  <p>Funding to support the City's share of this project will be through a transfer from the General Fund.</p> | \$500,000        |
| <b>TOTAL</b>  | <b>\$500,000</b> |



# CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601-3380  
E-MAIL APastuf@watertown-ny.gov  
Phone (315) 785-7749 Fax (315) 785-7752

Amy M. Pastuf  
Purchasing Manager

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## MEMORANDUM

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**TO:** Mary Corriveau, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2011-09 – Radio Combiner and Multi-coupler Systems  
**DATE:** 11/30/2011

---

The City's Purchasing Department advertised in the Watertown Daily Times on October 30, 2011 calling for sealed bids for the purchase of a Radio Combiner and Multi-coupler Systems. The equipment to be purchased will enhance public safety communications by allowing first responders to communicate effectively and in real-time. This purchase is part of the solution recommend by the Interoperable Communications Study done in conjunction with Jefferson County by the consultant firm Blue Wing. Funds to acquire this equipment will come in part from a grant through the Public Safety Interoperable Communications (PSIC) Grant Program.

Invitations to bid were issued to ten (10) prospective bidders and one (1) sealed bid was submitted to the Purchasing Department. The sealed bid was publically opened and read on Wednesday, November 16, 2011 at 11:00 am, local time. The sealed bid received was from Wells Communication from Watertown, New York. The total bid for all the required equipment is \$79,566.10.

Prior to issuing an invitation to bid, the City requested a quote for the equipment from an NYS OGS Contract holder for communications equipment. The pricing received from that quote and the bid received from Wells Communication are reflected below:

|                                      | Motorola<br>NYS OGS Pricing | Wells Communication<br>Bid Pricing |
|--------------------------------------|-----------------------------|------------------------------------|
| VHF Transmitter Combiner System 1-1  | \$32,925.00                 | \$11,776.30                        |
| VHF Transmitter Combiner System 1-2  | \$18,580.00                 | \$9,665.80                         |
| VHF Transmitter Combiner System 1-3  | \$18,580.00                 | \$8,720.80                         |
| UHF Transmitter Combiner System 3-1  | \$26,908.00                 | \$14,662.70                        |
| VHF Receiver Multicoupler System 1-1 | \$32,787.00                 | \$13,611.50                        |
| VHF Receiver Multicoupler System 1-2 | \$32,436.00                 | \$10,477.70                        |
| UHF Receiver Multicoupler System 3-1 | \$18,783.00                 | \$10,651.30                        |
|                                      | \$180,999.00                | \$79,566.10                        |

The bid response was reviewed by the consultant for this project, Blue Wing, as well as City of Watertown and Jefferson County Public Safety Personnel. It was agreed that the bid received from Wells Communication substantially complies with the requirements of the bid specifications. It is recommended that the bid for the purchase of Radio Combiner and Multi-coupler Systems be awarded to Wells Communication for the amount of \$79,566.10.

If there are any questions concerning this recommendation, please contact me at your convenience.

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Res No. 9

November 30, 2011

To: The Honorable Mayor and City Council

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

Subject: Finding that Amending the Code of the City of Watertown Sections 310-1 Terms Defined, 310-26.1 Fences, and 310-27 Visibility at Corners Will Not Have a Significant Impact on the Environment

The City Council must adopt this resolution before it may vote on the related zoning amendment Ordinance pertaining to fences. The Council should complete Part II of the attached Short Environmental Assessment Form before voting on the resolution. The resolution states that the proposed amendment will not have a significant impact on the environment.

# RESOLUTION

Page 1 of 2

Finding that Amending the Code of the City of Watertown Sections 310-1 Terms Defined, 310-26.1 Fences, and 310-27 Visibility at Corners Will Not Have a Significant Impact on the Environment

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 |
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### *Introduced by*

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WHEREAS the City Council of the City of Watertown, New York, has before it a proposal to amend Sections 310-1, 310-26.1 and 310-27 of the City’s Zoning Ordinance pertaining to fences, and

WHEREAS the City Council must evaluate all proposed actions in light of the State Environmental Quality Review Act (SEQRA) and the regulations promulgated pursuant thereto, and

WHEREAS the adoption of the proposed zoning amendment would constitute such an “action,” and

WHEREAS the City Council has determined that the proposed zoning amendment is an “unlisted action” as that term is defined in 6NYCRR Section 617.2, and

WHEREAS to aid the City Council in its determination as to whether the proposed zoning ordinance amendment will have a significant effect on the environment, Part I of a Short Environmental Assessment Form has been prepared by City staff, a copy of which is attached and made part of this resolution,

# RESOLUTION

Page 2 of 2

Finding that Amending the Code of the City of Watertown Sections 310-1 Terms Defined, 310-26.1 Fences, and 310-27 Visibility at Corners Will Not Have a Significant Impact on the Environment

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 .....

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NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that:

1. Based upon its examination of the Short Environmental Assessment Form and comparison of the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact on the environment is known and the adoption of the zoning amendment will not have a significant effect on the environment.
2. The Mayor of the City of Watertown is authorized to execute the Environmental Assessment Form to the effect of the City Council is issuing a “negative declaration” under SEQRA.
3. This resolution shall take effect immediately.

**Seconded by**

## Appendix C

## State Environmental Quality Review

**SHORT ENVIRONMENTAL ASSESSMENT FORM**

For UNLISTED ACTIONS Only

**PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)**

|  |  |
|--|--|
| 1. APPLICANT/SPONSOR<br>City of Watertown  | 2. PROJECT NAME<br>Fence Ordinance Amendment |
| 3. PROJECT LOCATION:<br>Municipality City of Watertown County Jefferson  |  |
| 4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map)<br>N/A - Entire city  |  |
| 5. PROPOSED ACTION IS:<br><input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration  |  |
| 6. DESCRIBE PROJECT BRIEFLY:<br>The City wishes to increase the minimum setback and transparency requirements for fences constructed in the City.  |  |
| 7. AMOUNT OF LAND AFFECTED:<br>Initially <u>5000+</u> acres Ultimately <u>5000+</u> acres  |  |
| 8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If No, describe briefly<br>The proposed action is an alteration of existing land use restrictions.   |  |
| 9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT?<br><input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Park/Forest/Open Space <input checked="" type="checkbox"/> Other<br>Describe:<br>Wide variety of uses in and around the City. |  |
| 10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:  |  |
| 11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:  |  |
| 12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  |
| I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE<br>Applicant/sponsor name: <u>CITY OF WATERTOWN</u> Date: <u>11/30/11</u><br>Signature: <u>[Signature]</u>   |  |

**If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment**

**PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)**

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.  
 Yes  No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.  
 Yes  No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?  
 Yes  No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?  
 Yes  No If Yes, explain briefly:

**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (If different from responsible officer)

Public Hearing – 7:30 p.m.

November 30, 2011

To: The Honorable Mayor and City Council

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

Subject: Amending the Code of the City of Watertown Sections 310-1 Terms Defined, 310-26.1 Fences, and 310-27 Visibility at Corners

The City Council scheduled a public hearing on the attached Ordinance for 7:30 p.m. on Monday, December 5, 2011.

The primary substantive differences between this ordinance and the current fence regulations are the increased transparency requirement for fences in the front yard of 50% and 80%, prohibition of chainlink fences in the front yard, and the setback of 5' from a neighbor's or shared driveway.

The City Planning Board reviewed a draft of the proposed changes to the fence regulations on November 1, 2011 and made its recommendation. The Board agreed with the ordinance as currently written except for increasing the transparency requirement to 50% and the setback from a neighbor's driveway. An excerpt from the Planning Board's Minutes is attached.

The County Planning Board reviewed the proposed Ordinance pursuant to General Municipal Law Section 239-m on November 29, 2011 and adopted a motion that the Ordinance does not have any significant county-wide or inter-municipal issues and is of local concern only.

The City Council must hold the public hearing and adopt the related SEQRA Resolution before voting on this Ordinance.

ORDINANCE

Page 1 of 3

Amending the Code of the City of Watertown Sections 310-1 Terms Defined, 310-26.1 Fences, And 310-27 Visibility at Corners.

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 .....

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*Introduced by*

**Council Member Joseph M. Butler Jr.**

WHEREAS the Code of the City of Watertown, New York imposes restrictions upon the location, height, and type of fences which may be erected upon property within the City, and

WHEREAS the City Planning Board reviewed proposed amendments to Sections 310-1 (Terms defined; word usage), 310-26.1 (Fences) and 310-27 (Visibility at corners) of the Code of the City of Watertown at its November 1, 2011 meeting and made its recommendation on adoption, and

WHEREAS the Jefferson County Planning Board reviewed the proposed amendments pursuant to General Municipal Law Section 239-m, and

WHEREAS a public hearing was held on the proposed zoning ordinance amendments on Monday, December 5, 2011, after due public notice, and

WHEREAS the City Council has determined, pursuant to the State Environmental Quality Review Act, that there will not be any significant environmental impacts caused by the adoption of this ordinance, and

WHEREAS the City Council of the City of Watertown believes that it is in the best interest of residents of the City of Watertown to make the following changes to Chapter 310 of the City Code,

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown, New York that following definitions are added to § 310-1. **Terms defined; word usage:**

FENCE – A constructed barrier of wood, masonry, stone, metal, or other manufactured material or combination of materials erected to enclose, screen, or separate areas.

STREET LINE – A lot line separating a street from the abutting property.

and,

# ORDINANCE

Page 2 of 3

Amending the Code of the City of Watertown  
Sections 310-1 Terms Defined, 310-26.1 Fences,  
And 310-27 Visibility at Corners.

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 .....

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BE IT FURTHER ORDAINED that the following replaces the current § 310-26.1 in its entirety:

## § 310-26.1. Fences.

A. No person, firm or corporation shall commence the erection, construction, or alteration of any fence without first applying for, and obtaining, a fence permit from Code personnel for each such fence.

B. Application for a fence permit shall be made to Code personnel on forms provided by Code personnel and shall contain the information requested on such forms plus any additional information as may be determined as necessary by Code personnel for duly processing such application.

C. All applications shall be signed by the owner of the real property upon which such work is to be performed. Where such application is made by a person other than the owner, it shall be accompanied by written authorization of the owner that the proposed work is authorized by the owner and that the applicant is authorized to make such application.

D. In all districts, except Light and Heavy Industrial Districts, no fence shall be more than six (6) feet in height, except as otherwise restricted below. In Light and Heavy Industrial Districts no fence shall be more than eight (8) feet in height.

E. Fences located less than twenty (20) feet from a street line shall not be more than four (4) feet in height, except in Light and Heavy Industrial Districts.

F. The height of a fence shall not include post finials extending above the fence panels.

G. Fences located less than twenty (20) feet from a street line shall have open spaces equal to at least 50% of the area of each panel, except as otherwise restricted below.

ORDINANCE

Page 3 of 3

Amending the Code of the City of Watertown  
Sections 310-1 Terms Defined, 310-26.1 Fences,  
And 310-27 Visibility at Corners.

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 .....

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- H. Fences located less than five (5) feet from a street line shall have the open spaces equal to at least 80% of the area of each panel.
- I. Fences located less than twenty (20) feet from a street line shall not be located less than five (5) feet from a neighbor’s driveway or a shared driveway.
- J. The side of the fence facing away from the fence owner's property shall have a finished quality.
- K. Chainlink fences shall not be located less than twenty (20) feet from a street line, except in Light and Heavy Industrial Districts.
- L. Electric fences shall not be allowed.
- M. Barbed-wire fences shall not be allowed, except on top of chain link fences at least six (6) feet in height in Light and Heavy Industrial Districts.  
and,

BE IT FURTHER ORDAINED that the following replaces the current § 310-27 in its entirety:

**§ 310-27. Visibility at corners.**

In any Residence District, no structure (other than a fence meeting the requirements of § 310-26.1) or shrubbery over three (3) feet in height shall be maintained on any corner lot within a triangular area formed by street lines to the points on such lines a distance of 40 feet from their intersection and a line connecting such points.  
and,

BE IT FURTHER ORDAINED that this Amendment to the City Code shall take effect as soon as it is published once in the official newspaper of the City of Watertown, New York, or printed as the City Manager directs.

**Seconded by Council Member Jeffrey M. Smith**

Excerpt from 11/1/11 Planning Board Meeting Minutes

**FENCING ORDINANCE AMENDMENTS**

The Board then considered a request submitted by Staff on behalf of City Council for review of proposed changes to the Zoning Ordinance regarding the allowable location, size, and design of fences.

Mr. Mix explained that the Council had already amended the fencing regulations in 2003 and 2006, and were now considering further changes due to complaints by a property owner on Haley Street, where a 4 foot fence was installed along a driveway, extending all the way to the sidewalk.

He explained that in 2003, height and transparency of fencing were regulated. In 2006, the maximum height in front yards was increased from 3 feet to 4 feet, after a fencing installer complained that 3 feet was a non-standard size. At this juncture, the Council's main goal is to increase visibility at driveways, especially in residential areas.

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The amendments will require review by the County Planning Board as well.

Mr. Mix then proceeded to discuss the details of the proposed changes as outlined in the Staff Memo, referring to a diagram showing how each section of the regulation could affect fence locations.

Mrs. Gervera asked if the street line was the same as the curb. Mr. Mix stated that it is not, but rather refers to the property line separating the parcel from the right-of-way. Typically, the sidewalk and curb are both in the right-of-way—with the “street line” running along the back edge of the sidewalk.

Mr. Harris asked if wrought iron fencing that is 80% transparent would be allowed directly on the property line. Mr. Mix replied that it would—any fence of 80% or greater transparency would be allowed to cross the proposed setback. Mr. Coburn mentioned that split rail fences would meet the requirement.

Mrs. Freda asked if this would include chain link fences. Mr. Mix stated that yes, it would in principle, but chain link fencing is specifically prohibited under Heading J.

Mr. Mix then explained the effects of the 5-foot driveway setback outlined in Heading H. He explained that in certain situations this would force two property owners to follow different rules when building a fence along the same property line. It also would effectively force neighbors to give up a portion of their yard in situations where driveways have been built up to property lines. Also, if two driveways are less than 5 feet apart, no fence can be installed, even if both property owners agree.

Mrs. Freda asked if the Board could recommend completely removing Heading H, which requires the 5' setback from a driveway. Mr. Mix said that they could.

Mrs. Freda said she was in favor of removing Heading H.

Mrs. Gervera said she was also in favor of removing it. She stated that the 5-foot front setback should be enough to improve visibility.

Mr. Mix stated that it would mainly improve a pedestrian's ability to see a car coming out of a driveway, but that drivers may still have trouble seeing pedestrians over a 4-foot fence.

The Board then viewed photographs of the fence on Haley Street that sparked the complaint. Mrs. Freda asked if the fence was currently legal. Mr. Mix said that it was.

Mr. Harris stated that the larger problem might be the solid 6-foot fence further to the rear. Mrs. Gervera commented that snow removal would be difficult here.

The Board then had some general discussion regarding the size and location of this fence, including discussion of typical eye-height in a sedan, snow removal, and the usefulness, or lack thereof, of a 3-foot fence.

Mr. Coburn asked about hedges and their effect on visibility. Mr. Mix responded that regulating hedges is a bit more complicated, because they grow, limiting height becomes more difficult. Also, it seems excessive to require a permit for planting a hedge. He continued, saying the hedges may be addressed in the future under a separate section.

The Board then had general discussion regarding the use of chain link fences in front yards, specifically concerning the use of chain link fencing at schools and in parks. Mr. Mix explained that school districts have their construction plans approved by the State and are not subject to the City Code. Mrs. Freda wondered if Immaculate Heart Central School would be required to comply with City Code for their upcoming construction projects.

Mrs. Freda asked the Board for a sense of whether or not chain link fences should be allowed. Mr. Harris stated that he felt they should not be allowed in front yards. Mrs. Gervera agreed, but stated that there may need to be some sort of exception for institutional buildings in residential districts. Mr. Mix stated that he would examine the issue, and possibly add some exceptions to Heading J.

Mrs. Freda requested that the Board vote on whether Heading H, regarding the 5-foot setback from driveways, should remain. The Board unanimously voted to recommend that Heading H be removed from the proposed amendments.

Mrs. Freda then requested a vote on altering Heading E, regarding fence height, to allow 4' fences with 33% visibility. All voted in favor, except Mr. Harris, who stated that he would prefer 50%.

Mrs. Freda then requested a vote on altering Headings E and J to read simply "required setback distance from the street line," striking the "lesser distance" language. All voted in favor.

Mr. Harris asked if the 3' height limit on the corner triangle in § 310-27 would remain. Mr. Mix stated that it should, as long as 4' fences are allowed elsewhere.

Mr. Fipps then made a motion to recommend that City Council adopt the proposed amendments to the Zoning Ordinance as outlined in the Staff Memo, with the changes listed above.

Mrs. Gervera seconded, all voted in favor.



Department of Planning  
175 Arsenal Street  
Watertown, NY 13601

Donald R. Canfield  
Director of Planning

(315) 785-3144  
(315) 785-5092 (Fax)

December 1, 2011

Andrew Nichols, Planner  
City of Watertown  
245 Washington Street, Room 304  
Watertown, NY 13601

Re: City of Watertown, Zoning Text Amendment regarding fences,  
JCDP File # C 13 - 11

Dear Mr. Nichols:

On November 29, 2011, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

The Board adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only.

The County Planning Board has the following local advisory comment: the local board should clarify the definition of street line to ensure setbacks from street lines are consistently met into the future.

Please note that the advisory comment is not a condition of the County Planning Board's action. It is listed to assist the local board in its review of the project. The local board is free to make its final decision.

General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action. Thank you.

Sincerely,

Andy R. Nevin, AICP  
Senior Planner

ARN

November 30, 2011

To: The Honorable Mayor and City Council

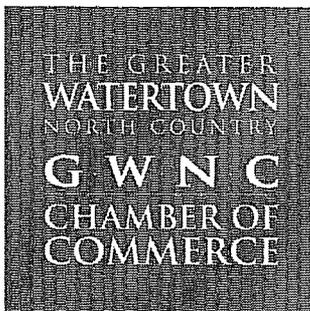
From: Mary M. Corriveau, City Manager

Subject: Request for Waiver of Fee, Greater Watertown North Country Chamber of Commerce, Annual Job Fair and Career Expo

Attached for City Council review and consideration is a request from the Greater Watertown North Country (GWNC) Chamber of Commerce to waive the fee for the use of the City's Arena related to the NYS Department of Labor and GWNC Chamber of Commerce Annual Job Fair and Career Expo on Thursday, April 5, 2012.

The Chamber is proposing moving the Expo to the Fairgrounds Arena this year. As you can see from the attached letter, the high traffic and parking demands of this event, which draws well over a thousand job seekers, has been an issue at the venue historically used by the Chamber, the Dulles State Office Building.

The request made by the Chamber is that the City considers waiving the facility cost for both Wednesday and Thursday, April 4<sup>th</sup> and 5<sup>th</sup>, 2012, respectively. The rental charge for use of this facility is \$500 the day of the event and \$250 the day prior.



November 14, 2011

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

Dear Mary,

The GWNC Chamber of Commerce partners with the NYS Department of Labor to host our Annual Job and Career-Expo. This is the largest hiring event in our area. Each year both businesses and job seekers look forward to this event. Because we host the expo in partnership with the Department of Labor, the Dulles State Office does not charge us to use the facilities. In the past, however, the biggest challenge for both parties at this venue has been the lack of parking. Considering that we typically host around one hundred businesses, and see well over a thousand job seekers come through the doors, parking has been the single biggest complaint we receive each year. We are very concerned about the affect it will have on this event going forward.

For this reason, we would like to move the Expo to the Fairgrounds Arena this year. We've already contacted Brenda in parks and recreation; and the date of Thursday, April 5, 2012 is available. However, the cost of booking the arena is not within our budget since we've historically not been charged for use of the Dulles State Office Building.

Because this is such a valuable event to both local businesses and to the community; and because we want to improve the quality of the event by making it more accessible, we would be very appreciative if we could use the facility at no cost for both the Wednesday prior for set-up, and for that day of April 5. The cities contribution in donating the facility would be immeasurable.

If you wish to discuss this matter personally, please don't hesitate to contact me at (315) 788-4400. We thank you in advance for your consideration.

Respectfully,

Michelle A. Farrell  
Director of Events



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

30 November, 2011

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Palmer Street Reconstruction Pre – Design Estimate

Enclosed is the Pre-Design Estimate to perform the reconstruction of Palmer Street from the Emmett Street to Wealtha Avenue intersections as requested by the City Council. The total estimated cost for construction is approximately \$1,173,000. This does not include any costs for ROW acquisition.

The enclosed spreadsheet details the anticipated lengths for the various construction items. This cost can be compared to the actual reconstruction cost of Breen Avenue which was \$978,710, and also the anticipated cost of the Clinton Street Reconstruction Project scheduled to start in 2012 which is approximately \$2,635,000.

The following traffic counts are listed to give context to the traffic volumes recorded on Palmer Street. Values are in Average Annual Daily Traffic (AADT)

Palmer at Emmett (north): 520  
Palmer at Emmett (south): 965

Breen at Arsenal: 681  
Breen at Emmett (south): 701  
Breen at Emmett (north): 1,131  
Breen at Coffeen: 1,031

Clinton at Holcomb: 3,048  
Clinton at Sherman (east): 4,832  
Clinton at Sherman (west): 3,347  
Clinton at Washington: 6,490

Flower Ave W. at Holcomb: 978  
Flower Ave W. at Ives: 833

Paddock at Holcomb (east): 4,982  
Paddock at Holcomb (west): 1,474

The estimated costs assume an in-house design with a contractor bid for construction, as well as hiring out for construction inspection.

Cc. Ken Mix, Planning and Community Development Coordinator  
Gary Pilon, Water Superintendent  
Jim Mills, City Comptroller

PROJECT: Palmer Street  
FROM: Emmett

TO: Wealtha

DATE: 30-Nov-11

|                              | LF   | COST         | TOTAL           |                           |
|------------------------------|------|--------------|-----------------|---------------------------|
| Sidewalk Installation        | 1300 | \$ 89.00     | \$ 115,700.00   |                           |
| Storm Sewer Installation     | 1300 | \$ 144.00    | \$ 187,200.00   |                           |
| Street Installation (28')    | 1300 | \$ 268.00    | \$ 348,400.00   |                           |
| Water Main Installation      | 960  | \$ 180.00    | \$ 172,800.00   |                           |
| San. Sewer Main Installation | 500  | \$ 154.00    | \$ 77,000.00    |                           |
|                              |      |              | \$ 901,100.00   | SUBTOTAL                  |
|                              | LS   |              |                 |                           |
| M&PT                         | 1    | 4% OF ST     | \$ 36,044.00    |                           |
| Survey & Stakeout            | 1    | 5% OF ST     | \$ 45,055.00    |                           |
| Mobilization                 | 1    | 5% OF ST     | \$ 45,055.00    |                           |
| Construction Inspection      | 1    | 10% OF ST    | \$ 90,110.00    |                           |
|                              |      |              | \$ 1,117,364.00 | PROJECT CONSTRUCTION COST |
|                              | LS   |              |                 |                           |
| Project Survey & Design      | 0    | 10% (Note 1) | \$ -            |                           |
| Contingency                  | 1    | 5% All Costs | \$ 55,868.20    |                           |
|                              |      |              | \$ 1,173,232.20 | TOTAL COST                |

**NOTE 1:** Includes all costs less Construction Inspection