

**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, June 16, 2014, 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**

**PRESENTATION**

National Fire Academy – Chief Dale C. Herman

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Amendment No. 97 to the Management And Management Confidential Pay Plan
- Resolution No. 2 - Approving Contract for Use of Buildings and Grounds, Watertown City School District
- Resolution No. 3 - Accepting Bid for Unarmed Security for the Flower Memorial Library, ICU Security and PI
- Resolution No. 4 - Accepting Bid for Ready-Mix Concrete, Champion Concrete
- Resolution No. 5 - Accepting Bid for Chemicals at the Water Treatment Plant, Thatcher Company
- Resolution No. 6 - Accepting Bid for Chemicals at the Water Treatment Plant, Slack Chemical
- Resolution No. 7 - Accepting Bid for Chemicals at the Water Treatment Plant, Amrex Chemical

- Resolution No. 8 - Accepting Bid for Dry Polymer;  
Slack Chemical Company, Inc.
- Resolution No. 9 - Accepting Bid for Ferric Chloride  
Kemira Water Solutions, Inc.
- Resolution No. 10 - Approving Agreement for Professional Services for  
Air Handler and Boiler Replacements, Flower Memorial  
Library and City Hall,  
Stantec Consulting Services Inc.
- Resolution No. 11 - Approving a Site Plan for the Construction of a 7,800  
Square Foot Accountant's Office at VL-9 Commerce Park  
Drive East, Parcel 8-50-101.150
- Resolution No. 12 - Approving Professional Services Agreement Between the  
City of Watertown and Ralph Marcellus, LCSW-R, ACSW,  
CASAC
- Resolution No. 13 - Approving Agreement for the Provision of Water Services  
Between the Town of Watertown and City of Watertown
- Resolution No. 14 - Establishing Property Tax Rate for Fiscal Year 2014-15
- Resolution No. 15 - Approving 2014-15 Operating Budgets, City of  
Watertown, New York
- Resolution No. 16 - Approving 2014-15 through 2018-19 Capital Program  
Budget, City of Watertown, New York
- Resolution No. 17 - Approving Franchise Agreement Between the City of  
Watertown and Top Shelf Hockey, LLC

## **ORDINANCES**

### **LOCAL LAW**

### **PUBLIC HEARING**

- 7:30 p.m. Local Law No. 1 of 2014 - Amending Section 253-17 of  
the City of Watertown Code of the City of Watertown To  
Provide for Change in Sewer Service Charge
- 7:30 p.m. A Local Law Overriding the Tax Levy Limit Established  
by New York General Municipal Law §3-c

## **OLD BUSINESS**

## **STAFF REPORTS**

1. Letter of Support for Local Government Efficiency Implementation Grant
2. Bond Refinancing Results
3. North Country Transitional Living Services, Inc. Residence Proposal
4. Sidewalk Letter, Central Street
5. Palmer Street Survey Report
6. Property Offer - 111 Orchard Street South (Parcel 10-03-112.000)

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

1. Employment history of a particular individual.
2. Pending, threatened or proposed litigation.

## **WORK SESSION**

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
JULY 7, 2014.**

Res No. 1

June 11, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Amendment No. 97 to the Management and  
Management Confidential Pay Plan

The attached resolution provides for Amendment No. 97 to the Management and Management Confidential Pay Plan setting the salary for the position of Library Director to \$68,000.

# RESOLUTION

Page 1 of 1

Amendment No. 97 to the Management  
And Management Confidential Pay Plan

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

YEA	NAY

***Introduced by***

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NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves Amendment No. 97 to the Management and Management Confidential Pay Plan for the position listed below, as follows:

<u>Position</u>	<u>Salary</u>
Library Director	\$68,000

**Seconded by**

TO: Honorable Mayor of the City of Watertown  
City Counsel  
FROM: Keith B. Caughlin, Vice President Board of Trustee  
DATE: June 12, 2014  
SUBJECT: Flower Memorial Library Director

#### RESOLUTION OF THE FLOWER MEMORIAL BOARD OF TRUSTEES

Be it resolved, that the Roswell P. Flower Board of Trustees conducted a nation-wide hiring search for a successor director in the salary range of \$65,000 to \$70,000. That it completed a thorough interview process and reference check, and has offered to Margaret J. Waggoner, of New Glarus, Wisconsin, the position of Library Director. Her employment shall begin on June 30, 2014, or as soon thereafter as possible, and she shall be compensated at an annual salary of \$68,000. The Board of Trustees has also authorized to pay the Library Director up to \$2,000 in moving expense reimbursement, from Trustee Funds, as part of the offer of employment.

Motion by Keith B. Caughlin, Seconded by Maria Mesires, unanimously approved June 10, 2014.

Res No. 2

June 10, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Contract for Use of Buildings and Grounds, Watertown City School District

Attached for City Council consideration is a resolution that authorizes the City to enter into a contractual agreement with the Watertown City School District for use of buildings and grounds. This contract grants the City permission to use, at no cost to the City, the School District's facilities for running the City's recreation program.

The contract identifies the time frames and the properties and grounds that the City will utilize. The City of Watertown will submit a Letter of Understanding to the School District holding the District harmless for incidents that might occur at any of the City's programs held on District property.

**RESOLUTION**

Page 1 of 1

Approving Contract for Use of Buildings and Grounds,  
Watertown City School District

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

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City of Watertown desires to run a Summer Recreation Program within the City of Watertown, and

WHEREAS the Watertown City School District is willing to authorize the City to use its facilities for said purpose, and

WHEREAS there is no cost associated with the Agreement between the City of Watertown and the Watertown City School District, and

WHEREAS the City deems the providing of a Summer Recreation Program to be a benefit to the citizens of the City,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City and 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 Mayor, Jeffrey E. Graham, is hereby authorized and directed to execute the contract on behalf of the City of Watertown.

**Seconded by**

BOARD OF EDUCATION  
WATERTOWN CITY SCHOOL DISTRICT  
CONTRACT FOR USE OF BUILDINGS AND GROUNDS

It is agreed, understood, and covenanted as follows:

1. The undersigned will pay the Watertown City School District \$ 00.00 to defray expenses for the proposed use of District property, including the opening of the building, lights, heat, janitorial personnel at the rate of pay under the Federal Wage and Hour Law, and other incidental expenses. All personnel employed for the use of District property will be considered special employees of the undersigned organization while performing their duties in conjunction with the planned activities.
2. There will be no sale of tickets or admission beyond the seating capacity of N/A
3. The undersigned will reimburse the Board of Education for loss or damage to school property resulting from such use.
4. ~~The undersigned will carry general liability insurance coverage with a minimum limit of \$1,000,000. The policy of insurance will include the Watertown City School as an additional named insured under the policy. The undersigned will provide the Watertown City School District with a Certificate of Insurance showing compliance with these requirements at least ten (10) days prior to the event.~~ 
5. The above insurance requirements notwithstanding, the undersigned agrees to defend, indemnify and hold harmless the Watertown City School District, to the extent allowed by law, from any judgments against it including costs, disbursements, attorney fees, etc. for any liability arising from the planned activities of the undersigned on the School District property..
6. The undersigned has familiarized himself with the regulations of the Board of Education pertaining to the use of such property (see attached) and all said regulations are agreed to and will be observed.
7. The undersigned will provide for Worker's Compensation Insurance and any other insurance pertaining to the activities of the undersigned as may be required by law.
8. That the permission now applied for, if granted, is revocable at any time by the Board of Education.

9. If this application is made in the name of an organization, the person signing below is authorized to do so and will be responsible for full compliance with the terms hereof and all payments hereunder.

City of Watertown, Recreation Department  
(Organization)

BY \_\_\_\_\_ Jeffery E. Graham  
(Authorized Agent) City Mayor

\* \* \* \* \*

FOR OFFICE USE ONLY

Cleared with principal - Date \_\_\_\_\_

Cleared with Michael Lennox - Date \_\_\_\_\_

Approved by Superintendent - Date TNF 5/8/14

**North Elementary School – Playground**

**Last week of June till mid-August**

**Monday through Friday**

**9:00a.m. – 12Noon**

**1:00p.m.- 4:30p.m.**

**The city will operate the Flynn Pool Recreation Program and will take periodic visits to the North Elementary Playgound. All visits will be supervised by at least one City of Watertown Playgound supervisor.**

**If schools close for any reason, then the above dates and times are cancelled. Make up dates maybe available, if not refunds will be made.**

**Except for performances or events open to the general public, all buildings will remain locked at the end of the day. Groups that have reserved facilities for use after a building has been locked will gain access to the building by the building custodial staff at the designated time. After the first arrival(s), it is expected that the group will be responsible for allowing other members of the group, who are authorized, into the building.**

WATERTOWN CITY SCHOOL DISTRICT  
WATERTOWN, NEW YORK

Regulations of the Board of Education  
Use of School Property for Other Than School Purposes

1. Permission to use school property for other than school purposes can be granted only by the Board of Education and not by any individual Board member, officer, or employee.
2. Requests for such use must be in writing and must be submitted to the Business Office on the form prescribed by that office. The Board of Education meets on the first Tuesday of each month. Requests should be submitted well in advance of the date requested.
3. The organization or individual to whom permission for use of a school building or property is extended must maintain order and discipline in the building or on the property during its use.
4. If the use is such as to involve extensive parking of vehicles on school property or in the opinion of the Superintendent of Schools for any reason requires extra policing of grounds or buildings, the organization or individual to whom permission for the use is extended shall in addition to all other charges pay the cost of such additional custodians, attendants, or police as may be directed by the Superintendent of School.
5. There shall be no sale of soft drinks, candy, ice cream, or any items other than programs.
5. No smoking is permitted in school buildings and no alcoholic beverages are allowed on school premises at any time.
7. The organization or person using the school building or other school property shall not pay employees of the school district for their services. District employees shall not be given tips, gratuities, or gifts of any kind.
- . Arrangements for use of special equipment such as a piano, audiovisual equipment, public address system, or gym equipment must be made with the school building principal after permission has been granted by the Board of Education but prior to the use of the equipment.
- . Use of school buildings and property for other than school purposes must be non-commercial in nature and may not in any way interfere with regular school uses and purposes.
- ). By state law, meetings, entertainments and like occasions must be nonexclusive and open to the general public. If admission fees are charged, the proceeds must be expended for educational or charitable purposes and cannot be used for benefit of religious, fraternal, secret, or exclusive organizations.

WATERTOWN CITY SCHOOL DISTRICT  
ADMINISTRATIVE OFFICES  
1351 Washington Street  
Watertown, NY 13601-4593

Please sign the attached contract and return to me by

6/15/14

Certificate of insurance for \$1 million liability.

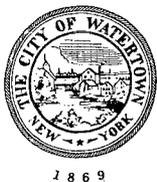
~~\_\_\_\_\_ Is needed before contract is valid~~

~~\_\_\_\_\_ Has been received and is on file~~

A copy for your records is enclosed.

Bettie Caswell

WATERTOWN CITY SCHOOL DISTRICT  
ADMINISTRATIVE OFFICES  
1351 Washington Street  
Watertown, NY 13601-4593



## CITY OF WATERTOWN, NEW YORK

PARKS AND RECREATION DEPARTMENT  
600 WILLIAM T. FIELD DRIVE  
WATERTOWN, NEW YORK 13601-3380  
E-MAIL: EGardner@watertown-ny.gov  
Tel. (315) 785-7775 • Fax (315) 785-7776

ERIN E. GARDNER  
Superintendent of  
Parks and Recreation

April 8<sup>th</sup>, 2014

Mr. Terry Fralick  
Superintendent of Schools  
Watertown City School District  
Administrative Offices  
1351 Washington Street  
Watertown, New York

Re: Use of the District's North Elementary School Playground

Dear Mr. Fralick,

The City's Parks and Recreation Department would like to request permission to use the Watertown City School District's North Elementary School playground during the 2014 summer season.

The City will operate our Flynn Pool Summer Recreation Program beginning in the last week of June and running through mid-August. The Flynn Pool Recreation Center's hours of operation will be Monday through Friday from 9:00am-12:00pm and 1:00pm-4:30pm. As a component of our program, we would like to take periodic visits to the North Elementary Playground. All visits will be supervised by at least one City of Watertown Playground Supervisor.

A favorable response by the Watertown City School District will be greatly appreciated. In an attempt to expedite the necessary paperwork, I would ask that you delete Item 4 of the standard Watertown City School District's Contract for use of Building and Grounds noting that City is self-insured and that the District has a Letter of Understanding holding the district harmless. As was done in previous years, I would ask that the Organization be identified as the City of Watertown, Recreation Department and the Authorized Agent be the City Mayor, Jeffery E Graham.

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

Sincerely,

Erin E. Gardner  
Superintendent of Parks and Recreation

Res No. 3

June 12, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Unarmed Security for the Flower Memorial Library,  
ICU Security and PI

The City Purchasing Department has advertised and received sealed bids for unarmed security for the Flower Memorial Library, per City specifications.

Bid specifications were sent to eight (8) prospective security service firms with two (2) bids received and publicly opened and read in the City Purchasing Department on Monday, June 9, 2014, at 11:00 a.m.

City Purchasing Manager Amy Pastuf reviewed the bids received with Library Director Barbara Wheeler, and it is their recommendation that the City accept the bid from ICU Security and PI as the lowest qualifying bidder meeting our specifications at the hourly rate of \$20.62. The bids received are outlined in Ms. Pastuf's report, which is attached.

A resolution accepting the bid has been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 1

Accepting Bid for Unarmed Security for the Flower Memorial Library, ICU Security and PI

***Introduced by***

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

Total .....

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for unarmed security service for the Flower Memorial Library, and

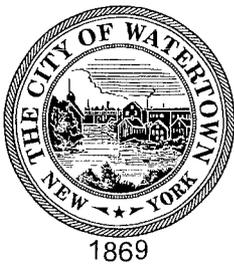
WHEREAS bid specifications were sent to eight (8) prospective security service firms with two (2) bids received and publicly opened and read in the City Purchasing Department on Monday, June 9, 2014 at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy Pastuf reviewed the bids received with Library Director Barbara Wheeler, and it is their recommendation that the City Council accept the bid submitted by ICU Security and PI at the hourly rate of \$20.62 as the lowest qualifying bidder,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bid submitted by ICU Security and PI for unarmed security service for the Flower Memorial Library at the hourly rate of \$20.62,

BE IT FURTHER RESOLVED that the City Manager Sharon Addison is hereby authorized and directed to execute any contracts necessary to complete this acceptance.

**Seconded by**



# 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:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2014-12 – Unarmed Security for the FML - Bid Recommendation  
**DATE:** 6/11/2014

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The City's Purchasing Department advertised in the Watertown Daily Times on May 30, 2014 calling for sealed bids for Unarmed Security for the Flower Memorial Library as per City specifications. Bid Specifications were sent to eight (8) security service firms. Two (2) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on June 9, 2014 at 11:00 am, local time. The bid tally is provided below.

Firm Name	Hourly Rate
ICU Security & PI	\$20.62
U.S. Security Associates, Inc.	\$20.69

The basis for award for this sealed bid is an hourly rate for the required services. As per the New York State Department of Labor, this service is considered a Public Work Building Service that requires the payment of prevailing wages to the employees hired to provide security. The prevailing wage rate for security services is \$13.59 per hour plus supplemental benefits of \$1.72 per hour worked totaling \$15.31 per hour.

The bids were reviewed by Library Director Barbara Wheeler and the Purchasing Department to ensure that the bid meets the required specifications. It is recommended that we accept the bid proposal from ICU Security and PI for the hourly rate of \$20.62 per hour.

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

Res No. 4

June 9, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Accepting Bid for Ready-Mix Concrete; Champion Concrete

The City Purchasing Department has advertised and received sealed bids for the purchase of Ready-Mix Concrete for use by the Department of Public Works and the Water Department during Fiscal Year 2014-2015, on an as needed basis, per our specifications.

Invitations to bid were issued to four (4) prospective bidders with three (3) bids received and publicly opened and read in the City Purchasing Department on Friday, May 23, 2014, at 11:00 a.m.

City Purchasing Manager Amy Pastuf reviewed the bids received, and it is her recommendation that the City accept the bid from Champion Concrete as the lowest qualifying bidder meeting our specifications. The bids received are outlined in Ms. Pastuf's report, which is attached.

A resolution accepting the bid for Ready-Mix Concrete Products from Champion Concrete has been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 1

Accepting Bid for Ready-Mix Concrete,  
Champion Concrete

***Introduced by***

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

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of Ready-Mix Concrete for use by various City Departments during Fiscal Year 2014-2015, and

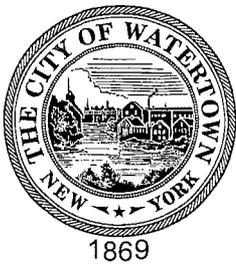
WHEREAS invitations to bid were issued to four (4) prospective bidders with three (3) bids received and publicly opened and read in the City Purchasing Department on Friday, May 23, 2014 at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy Pastuf reviewed the bids received, and it is her recommendation that the City Council accept the bid submitted by Champion Concrete, as detailed below, all with a 2 yard minimum delivery:

4000 lb. Coarse Mix	\$ 90.26/cubic yard
4000 lb. Fine Mix	\$ 90.26/cubic yard
5000 lb. Fine Mix	\$ 92.08/cubic yard
4000 lb. Course Mix / Heated Concrete	\$100.26/cubic yard
4000 lb. Fine Mix / Heated Concrete	\$100.26/cubic yard
5000 lb. Fine Mix / Heated Concrete	\$102.08/cubic yard

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bid submitted by Champion Concrete, as detailed above, for the purchase of Ready-Mix Concrete for use by various City Departments.

**Seconded by**



# 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:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2014-09 – Ready-Mix Concrete Products  
**DATE:** 6/9/2014

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The City's Purchasing Department advertised in the Watertown Daily Times on May 3, 2014 calling for sealed bids for the purchase of Ready-Mix Concrete Products. This contract is for use by the Department of Public Works and the Water Department. The contract is an aggregate award; the vendor with the lowest pricing on the products requested will win the entire contract.

The City of Watertown issued Invitations to Bid to four (4) prospective bidders and three (3) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on May 23, 2014 at 11:00 am, local time. The bid tabulation is shown below:

Description	Champion Materials	Cranesville Block Company, Inc.	Watertown Concrete
4000 lb. Coarse Mix	\$90.26	\$94.00	\$95.00
4000 lb. Fine Mix	\$90.26	\$95.00	\$95.00
5000 lb. Fine Mix	\$92.08	\$99.00	\$98.00
4000 lb. Coarse Mix / Heated Concrete	\$100.26	\$103.99	\$105.00
4000 lb. Fine Mix / Heated Concrete	\$100.26	\$104.99	\$105.00
5000 lb. Fine Mix / Heated Concrete	\$102.08	\$108.99	\$108.00
733.0102-Controlled Low Strength Material (No Fly Ash)	NA	\$78.00	\$70.00
733.0103 – Lightweight Concrete Fill (Type A)	NA	NA	NA
733.0104 – Lightweight Concrete Fill (Type B)	NA	NA	NA
Minimum Delivery Amount	2 Yards	2 Yards	2 Yards

It is recommended that the bid for Ready-Mix Concrete Products be awarded to Champion Concrete as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

Res Nos. 5, 6, 7

May 30, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Accepting Bids for Purchase of Chemicals, Water Treatment Plant

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the purchase of the City's 2014-2015 fiscal years' requirements of various water treatment chemicals, per specifications.

Invitations to bid were issued to fourteen (14) prospective bidders, with a total of five (5) bids being received that were publicly opened and read in the Purchasing Department on Thursday, May 22, 2014 at 11:00 a.m. This bid was structured with a one-year or two-year award to be determined in the best interest of the City of Watertown; however, only one bidder provided the option for a two-year contract.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Water Department, and it is their recommendation that the award be issued to the lowest qualifying bidder meeting City specifications, as follows:

Description	Qty.	Company	One Year 2014-2015		Two Years 2015-2016	
			Unit Price	Total Price	Unit Price	Total Price
Aluminum Sulfate Liquid	366	Thatcher Company	\$218.00	\$79,788.00	\$218.00	\$79,788.00
Powdered Activated Carbon	1	Thatcher Company	\$1,440.00	\$1,440.00	\$1,440.00	\$1,440.00
Chlorine Liquid	30	Slack Chemical	\$744.41	\$22,332.30	No Bid	No Bid
Copper Sulfate, Size B	1	Amrex Chemical	\$4,100.00	\$4,100.00	No Bid	No Bid
Hydrofluosilicic Acid Solution	18	Thatcher Company	\$799.99	\$14,399.82	\$799.99	\$14,399.82
Sodium Silicate Liquid	457	Slack Chemical	\$359.93	\$164,488.01	No Bid	No Bid

The other bids submitted are detailed in the attached report of Ms. Pastuf.

Resolutions have been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 1

Accepting Bid for Chemicals at the Water Treatment Plant, Thatcher Company

***Introduced by***

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

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City’s Water Treatment Plant, for the City’s 2014-2015 and 2015-2016 fiscal years’ requirements, and

WHEREAS invitations to bid were issued to fourteen (14) bidders, with a total of five (5) bids received, and

WHEREAS on Thursday, May 22, 2014 at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Manager Amy M. Pastuf reviewed the bids received with the Water Department, and it is their recommendation that the City Council accept the bid from Thatcher Company as detailed below:

<b>Item Description</b>	<b>2014-2015 and 2015-2016</b>	
	<b>Unit Price</b>	<b>Total Price</b>
Aluminum Sulfate Liquid	\$218.00 each year	\$79,788.00 each year
Powdered Activated Carbon	\$1,440.00 each year	\$1,440.00 each year
Hydrofluosilicic Acid Solution	\$799.99 each year	\$14,399.83 each year

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bids submitted by Thatcher Company, as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Aluminum Sulfate Liquid, Powdered Activated Carbon and Hydrofluosilicic Acid Solution for use at the City’s Water Treatment Plant.

**Seconded by**

**RESOLUTION**

Page 1 of 1

Accepting Bid for Chemicals at the Water Treatment Plant, Slack Chemical

***Introduced by***

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

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City’s Water Treatment Plant, for the City’s 2014-2015 fiscal years’ requirements, and

WHEREAS invitations to bid were issued to fourteen (14) bidders, with a total of five (5) bids received, and

WHEREAS on Thursday, May 22, 2014 at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Manager Amy M. Pastuf reviewed the bids received with the Water Department, and it is their recommendation that the City Council accept the bid from Slack Chemical of Carthage, New York, as detailed below:

Item Description	2014-2015	
	Unit Price	Total Price
Chlorine Liquid	\$744.41	\$22,332.30
Sodium Silicate Liquid	\$359.93	\$164,488.01

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bids submitted by Slack Chemical of Carthage, New York, as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Chlorine Liquid and Sodium Silicate Liquid for use at the City’s Water Treatment Plant.

**Seconded by**

**RESOLUTION**

Page 1 of 1

Accepting Bid for Chemicals at the Water Treatment Plant, Amrex Chemical

***Introduced by***

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of chemicals for use at the City’s Water Treatment Plant, for the City’s 2014-2015 fiscal years’ requirements, and

WHEREAS invitations to bid were issued to fourteen (14) bidders, with a total of five (5) bids received, and

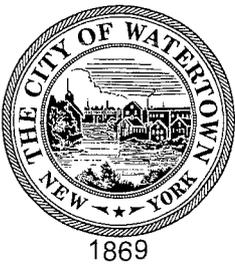
WHEREAS on Thursday, May 22, 2014 at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Manager Amy M. Pastuf reviewed the bids received with the Water Department, and it is their recommendation that the City Council accept the bid from Amrex Chemical, as detailed below:

Item Description	2014-2015	
	Unit Price	Total Price
Copper Sulfate, Size B	\$4,100.00	\$4,100.00

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bids submitted by Amrex Chemical, as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Copper Sulfate, Size B for use at the City’s Water Treatment Plant.

**Seconded by**



# 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:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2014-08 - Process Chemicals Water Treatment Plant  
**DATE:** 5/29/2014

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The City's Purchasing Department advertised in the Watertown Daily Times on April 24, 2014 calling for sealed bids for the purchase of Process Chemicals for use by the Water Treatment Plant as per City specifications. Invitations to bid were issued to fourteen (14) prospective bidders and five (5) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Thursday, May 22, 2014 at 11:00 am, local time. The bid tabulation is attached.

Although the bid was structured to allow for two-year contracts, only one of the bidders provided the option for a two year contract for one chemical.

Description	Qty.	Company	One Year 2014-2015		Two Years 2015-2016	
			Unit Price	Total Price	Unit Price	Total Price
Aluminum Sulfate Liquid	366	Thatcher Company	\$218.00	\$79,788.00	\$218.00	\$79,788.00
Powdered Activated Carbon	1	Thatcher Company	\$1,440.00	\$1,440.00	\$1,440.00	\$1,440.00
Chlorine Liquid	30	Slack Chemical	\$744.41	\$22,332.30	No Bid	No Bid
Copper Sulfate, Size B	1	Amrex Chemical	\$4,100.00	\$4,100.00	No Bid	No Bid
Hydrofluosilicic Acid Solution	18	Thatcher Company	\$799.99	\$14,399.82	\$799.99	\$14,399.82
Sodium Silicate Liquid	457	Slack Chemical	\$359.93	\$164,488.01	No Bid	No Bid

It is recommended that the Process Chemicals for the Water Treatment Plant be awarded as above shown. If there are any questions concerning this recommendation, please contact me at your convenience.

Bid 2014-08 - Process Chemicals for the Water Treatment Plant - Sealed Bid Tabulation

Description	Qty.	Amrex Chemical Compnay, Inc.		Chemtrade Chemicals US, LLC				Holland Compnay, Inc				Slack Chemical Compnay, Inc.		Thatcher Company of New York			
		One Year 2014-2015		One Year 2014-2015		Two Years 2015-2016		One Year 2014-2015		Two Years 2015-2016		One Year 2014-2015		One Year 2014-2015		Two Years 2015-2016	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Aluminum Sulfate Liquid	366	\$360.50	\$131,943.00	\$222.00	\$81,252.00	\$236.00	\$86,376.00	\$415.00	\$151,890.00	\$425.00	\$155,550.00	No Bid	No Bid	\$218.00	\$79,788.00	\$218.00	\$79,788.00
Powdered Activated Carbon	1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,948.00	\$1,948.00	\$1,440.00	\$1,440.00	\$1,440.00	\$1,440.00
Chlorine Liquid	30	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$744.41	\$22,332.30	No Bid	No Bid	No Bid	No Bid
Copper Sulfate, Size B	1	\$4,100.00	\$4,100.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$4,742.00	\$4,742.00	No Bid	No Bid	No Bid	No Bid
Hydrofluosilicic Acid Solution	18	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$827.42	\$14,893.56	\$799.99	\$14,399.82	\$799.99	\$14,399.82
Sodium Silicate Liquid	457	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$359.93	\$164,488.01	No Bid	No Bid	No Bid	No Bid

Res No. 8

May 30, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Purchase of Dry Polymer at the Pollution Control Plant, Slack Chemical Company Inc.

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the purchase of the City's 2014-2015 and 2015-2016 fiscal years' requirements for Dry Polymer for use by the Pollution Control Plant, per specifications.

Invitations to bid were issued to twelve (12) prospective bidders, with two (2) bids being received that were publicly opened and read in the Purchasing Department on Wednesday, May 22, 2014 at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with Chief Operator Mark Crandall, and it is their recommendation that the award be issued to Slack Chemical Company Inc. as the lowest qualifying bidder meeting City specifications, as follows:

		Slack Chemical Company, Inc. StaFloc 6639 or StaFloc 6532			
Chemical	Est. Annual Usage - Lbs.	Option 1		Option 2	
		One Year		Two Years	
		2014-2015		2015-2016	
		Per Unit Price	Ext. Price	Per Unit Price	Ext. Price
Dry Polymer	35,000	<b>\$1.89</b>	<b>\$66,115.00</b>	<b>\$1.96</b>	<b>\$68,425.00</b>

In Ms. Pastuf's attached report, she explains that the bid requires that representative chemical samples be provided for testing two weeks prior to the bid opening and that the bid is structured with a one-year or two-year award to be determined in the best interest of the City of Watertown. She also explains why the bid submitted by JES Chemical Ltd. should be rejected.

A resolution has been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 1

Accepting Bid for Dry Polymer;  
Slack Chemical Company, Inc.

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

YEA	NAY

**Introduced by**

Total .....

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of Dry Polymer for use at the City’s Pollution Control Plant, for the City’s 2014-2015 and 2015-2016 fiscal years’ requirements, and

WHEREAS invitations to bid were issued to twelve (12) bidders, with a total of two (2) sealed bids submitted to the City Purchasing Department, and

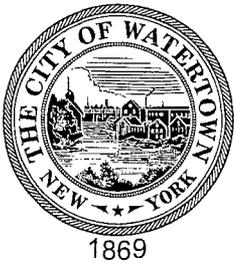
WHEREAS on Wednesday, May 22, 2014 at 11:00 am in the City’s Purchasing Department, the bid was publically opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bid with Chief Operator Mark Crandall, and it is their recommendation that the City Council accept the bid from Slack Chemical Company, Inc, as detailed below:

		Slack Chemical Company, Inc. <b>StaFloc 6639</b> or StaFloc 6532			
Chemical	Est. Annual Usage - Lbs.	Option 1		Option 2	
		One Year		Two Years	
		2014-2015		2015-2016	
		Per Unit Price	Ext. Price	Per Unit Price	Ext. Price
Dry Polymer	35,000	<b>\$1.89</b>	<b>\$66,115.00</b>	<b>\$1.96</b>	<b>\$68,425.00</b>

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid submitted by Slack Chemical Company, Inc., as detailed above, being the only qualifying bidder meeting City specifications, for the purchase of Dry Polymer for use at the City’s Pollution Control Plant.

**Seconded by**



# CITY OF WATERTOWN, NEW YORK

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 245 WASHINGTON STREET  
 WATERTOWN, NEW YORK 13601-3380  
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Amy M. Pastuf  
 Purchasing Manager

## MEMORANDUM

**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2014-07 – Dry Polymer Bid – Pollution Control Plant  
**DATE:** 5/29/2014

The City's Purchasing Department advertised in the Watertown Daily Times on April 27, 2014 calling for sealed bids for the purchase of Dry Polymer for use by the Pollution Control Plant as per City specifications. Invitations to bid were issued to twelve (12) prospective bidders and two (2) sealed bids were submitted to the Purchasing Department. This bid requires that representative chemical samples be provided for testing two weeks prior to the bid opening. The samples are tested by the department to determine their effectiveness as chemical conditioning of sludge for filter press dewatering at the Pollution Control Plant. The bid is structured with a one-year or two-year award to be determined in the best interest of the City of Watertown. The sealed bids were publically opened and read on Wednesday, May 22, 2014 at 11:00 am, local time. The bid tally is provided below.

		Slack Chemical Company, Inc. StaFloc 6639 or StaFloc 6532				JES-Chem Ltd.			
Chemical	Est. Annual Usage - Lbs.	Option 1		Option 2		Option 1		Option 2	
		One Year		Two Years		One Year		Two Years	
		2014-2015		2015-2016		2014-2015		2015-2016	
		Per Unit Price	Ext. Price	Per Unit Price	Ext. Price	Per Unit Price	Ext. Price	Per Unit Price	Ext. Price
Dry Polymer	35,000	\$1.89	\$66,115.00	\$1.96	\$68,425.00	\$1.70	\$59,500.00	\$1.73	\$60,550.00

Although the lowest responsive bid received was submitted by JES Chemical, Ltd., they failed to provide product samples for testing. The bid specifications state "a representative sample of a minimum 200g of each polymer for which a bid will be submitted shall be left at the WWTP at least two (2) weeks prior to the date of the bid opening". Chief Operator Mark Crandall reviewed the bid responses and chemical analysis and recommended that the award be made to Slack Chemical Company, Inc., for a two-year award for the product Stafloc 6639. It is recommended that the bid submission from JES-Chem Ltd. be rejected as non-responsive and the bid be awarded to Slack Chemical Company, Inc. as the lowest responsive responsible bidder for a two-year contract, July 1, 2014 –June 30, 2015 and July 1, 2015-June 30, 2016.

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

Res No. 9

June 11, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Purchase of Ferric Chloride at Pollution Control Plant, Kemira Water Solutions, Inc.

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the purchase of the City's 2014-2015 and 2015-2016 fiscal years' requirements for Ferric Chloride for use by the Pollution Control Plant, per specifications.

Invitations to bid were issued to eight (8) prospective bidders, with two (2) bids being received that were publicly opened and read in the Purchasing Department on Wednesday, May 30, 2014 at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with Chief Operator Mark Crandall, and it is their recommendation that the award be issued to Kemira Water Solutions Inc. as the lowest qualifying bidder meeting City specifications, for a two year bid as follows:

		Kemira Water Solutions, Inc.			
Chemical	Est. Annual Usage - Lbs.	Option 1		Option 2	
		One Year		Two Years	
		2014-2015		2015-2016	
		Per Unit Price	Ext. Price	Per Unit Price	Ext. Price
Ferric Chloride	240	<b>\$410.56</b>	<b>\$98,534.40</b>	<b>\$410.56</b>	<b>\$197,068.80</b>

In Ms. Pastuf's attached report, she explains that the bid requires that representative chemical samples be provided for testing one week prior to the bid opening and that the bid is structured with a one-year or two-year award to be determined in the best interest of the City of Watertown.

A resolution has been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 1

Accepting Bid for Ferric Chloride  
Kemira Water Solutions, Inc.

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

YEA	NAY

*Introduced by*

Total .....

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of Ferric Chloride for use at the City’s Pollution Control Plant, for the City’s 2014-2015 and 2015-2016 fiscal years’ requirements, and

WHEREAS invitations to bid were issued to eight (8) bidders, with a total of two (2) sealed bids submitted to the City Purchasing Department, and

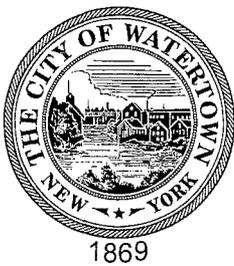
WHEREAS on Wednesday, May 39, 2014 at 11:00 am in the City’s Purchasing Department, the bid was publically opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bid with Chief Operator Mark Crandall, and it is their recommendation that the City Council accept the bid from Kemira Water Solutions, Inc, as detailed below:

		Kemira Water Solutions, Inc.			
Chemical	Est. Annual Usage - Lbs.	Option 1		Option 2	
		One Year		Two Years	
		2014-2015		2015-2016	
		Per Unit Price	Ext. Price	Per Unit Price	Ext. Price
Ferric Chloride	240	\$410.56	\$98,534.40	\$410.56	\$197,068.80

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid submitted by Kemira Water Solutions, Inc., as detailed above, as being the lowest qualifying bidder meeting City specifications, for the purchase of Ferric Chloride for use at the City’s Pollution Control Plant.

*Seconded by*



# 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

## MEMORANDUM

**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2014-06 – Ferric Chloride Bid – Pollution Control Plant  
**DATE:** 6/11/2014

The City's Purchasing Department advertised in the Watertown Daily Times on April 27, 2014 calling for sealed bids for the purchase of Ferric Chloride for use by the Pollution Control Plant as per City specifications. Invitations to bid were issued to eight (8) prospective bidders and two (2) sealed bids were submitted to the Purchasing Department. This bid requires that representative chemical samples be provided for testing one week prior to the bid opening. The samples are tested by the department to determine their effectiveness as coagulants for phosphorus removal in the Pollution Control Plant. The bid is structured with a one-year or two-year award to be determined in the best interest of the City of Watertown. The sealed bids were publically opened and read on Wednesday, May 30, 2012 at 11:00 am, local time. The bid tally is provided below.

Chemical	Unit	Est. Annual Usage - Lbs.	Kemira Water Solutions, Inc.				PVS Technologies, Inc.			
			Option 1		Option 2		Option 1		Option 2	
			One Year		Two Years		One Year		Two Years	
			2014-2015		2015-2016		2014-2015		2015-2016	
			Per Unit Price	Ext. Price	Per Unit Price	Ext. Price	Per Unit Price	Ext. Price	Per Unit Price	Ext. Price
Ferric Chloride	Ton	240	\$410.56	\$98,534.40	\$410.56	\$197,068.80	\$581.00	\$139,440.00	\$581.00	\$278,880.00

The lowest responsive bid received was from Kemira Water Solutions, Inc., and conformed to the specifications set forth in the bid packet. Chief Operator Mark Crandall reviewed the bid response and the chemical analysis and recommended that the award be made to Kemira Water Solutions, Inc. for a two-year award. It is recommended that the bid be awarded to Kemira Water Solutions, Inc. as the lowest responsive responsible bidder for a two-year contract, July 1, 2014 – June 30, 2015 and July 1, 2015-June 30, 2016.

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

Res No. 10

June 9, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Professional Services Agreement for Flower Memorial Library and City Hall, Stantec Consulting Services, Inc.

A Professional Services Agreement has been prepared with Stantec Consulting Services Inc. to perform design services in the amount of \$25,000 for the following work:

1. FML Boiler Replacement (FY 14-15)
2. City Hall Air Handler Replacement (FY 14-15)
3. City Hall Boiler Replacement (FY 15-16)
4. City Hall Chiller Pipe Upgrade (Eng. Operating Budget)

As noted in City Engineer Kurt W. Hauk's attached report, design timelines have been built into the agreement which will allow the equipment to be installed prior to the need of the individual location. Funding is contained in the FY 2013-14 Engineering Budget for pre-design engineering inspections.

A resolution is attached for Council consideration.

# RESOLUTION

Page 1 of 1

Approving Agreement for Professional Services for Air Handler and Boiler Replacements, Flower Memorial Library and City Hall, Stantec Consulting Services Inc.

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

Total .....

YEA	NAY

***Introduced by***

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WHEREAS the City of wishes to upgrade and improve air handler and boiler replacements at both the Flower Memorial Library and City Hall, and

WHEREAS the City of Watertown has reviewed the proposal submitted and wishes to enter into a Professional Services Agreement with Stantec Consulting Services Inc. for engineering services in connection with engineering design and bidding service,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Professional Services between the City of Watertown and Stantec Consulting Services Inc. for engineering design and bidding services for air handler and boiler replacements at the Flower Memorial Library and City Hall in the amount of \$25,000, a copy of which is attached and made a part of said resolution,

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

**Seconded by**



Stantec Consulting Services Inc.  
61 Commercial Street, Suite 100  
Rochester NY 14614-1009  
Tel: (585) 475-1440  
Fax: (585) 272-1814



June 6, 2014

**Attention: Mr. Kurt Hauk, P.E.**  
City Engineer  
City of Watertown  
Watertown, NY 13601

Dear Kurt,

**Reference: Proposal for Engineering Services – Air Handler and Boiler Replacements (Rev)  
Watertown City Hall and Library**

Stantec is pleased to submit this proposal for Engineering Services for the City of Watertown City Hall Air Handling Unit, City Hall Boiler Replacement, and Library Boiler Replacement project. Also included is a study and recommendation for alleviating the noise associated with the chiller condenser piping that is routed through the building from the basement to the roof.

**PROJECT DESCRIPTION**

The three main air handling systems serving City Hall are original to the building and have, at nearly 50 years old, reached the end of their useful lives. Two of the air handlers (FC-1 and FC-2) are hot/cold deck multizone units which serve the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors. The 3<sup>rd</sup> air handler (FC-3) is dedicated to the courtroom. Two of the air handlers (FC-2 serving the 1<sup>st</sup> floor, FC-3 serving the courtroom) are located in the basement while a third (FC-1 serving the 2<sup>nd</sup> and 3<sup>rd</sup> floors) is located in a penthouse above the third floor. All of the systems utilize hot and chilled water, have outside air, return air and supply air routed to them, however it does not appear that any of the units have the capability for economizer control.

The Library building is served by 3 Fulton pulse condensing boilers that were installed approximately 15 years ago. Two of the boilers have experienced heat exchanger failures and are currently un-useable. The city would like to replace the 3 boilers with two boilers, each sized to handle the entire building load. The boilers are natural gas-fired with input ratings of 1,400 MBH each. The boilers currently operate to add heat to a building-wide heat pump system. Due to access limitations, installation of the replacement boilers will likely involve receiving the replacement boilers in pieces and assembling them in place. It is assumed that some modifications to the hot water piping, gas, and combustion air /exhaust venting systems will be required. Each of the boilers has an associated circulating pump which may require replacement in order to match the capacity of the replacement boilers.

The City Hall building is served by 4 Fulton pulse condensing boilers that were installed approximately 15 years ago. None of the boilers have experienced heat exchanger failures to date, however due to the failures experienced in the neighboring Library building the City feels it is prudent to replace the boilers now rather than wait until one or multiple boilers fail. The city would like to replace the 4 boilers with 3 boilers, each sized to handle a portion of the entire building load. The existing boilers are natural gas-fired with input ratings of 1,400 MBH each. The boilers currently operate to add heat to a building-wide air handling and perimeter fin system. Due to access limitations, installation of the replacement boilers will likely involve receiving the replacement boilers in pieces and assembling them in place. It is assumed that some modifications to the hot water piping, gas, and combustion air /exhaust venting systems will be required. Each of the boilers has an associated circulating pump which may require replacement in order to match the capacity of the replacement boilers.

The City Hall building recently had a chiller replacement project. The chiller is located in the basement of the building and is connected to roof-mounted condenser. There is an apparent vibration travelling through



**Reference: Proposal for Engineering Services – Air Handler and Boiler Replacements (Rev)  
Watertown City Hall and Library**

the condenser piping from the point of connection to the chiller to the connection to the condenser on the roof. The vibration is somewhat disruptive and the City is looking for options to mitigate the noise.

The purpose of this proposal is to provide detailed engineering drawings and specifications to facilitate the replacement of the air handlers and boilers and provide recommendations for alleviating the noise associated with the condenser piping.

**SCOPE OF WORK**

**A. Air Handler Replacement:**

- a. Field verify the existing air handler capacity, dimensions, and operating controls.
- b. Select 3 new air handling units sized to match existing.
- c. Provide options to improve/alleviate the temperature and humidity conditions within the facility.
- d. Identify opportunities for energy conservation improvements with any proposed modifications.
- e. Provide mechanical and electrical drawings and specifications to clearly indicate the work.
- f. Opinion of probable cost to implement the proposed modifications.

**B. Library Boiler Replacement:**

- a. Field verify the existing boiler capacity, dimensions, and operating controls.
- b. Select 2 new boilers each sized to handle the entire building load.
- c. Provide mechanical and electrical drawings and specifications to clearly indicate the work.
- d. Identify opportunities for energy conservation improvements with any proposed modifications.
- e. Opinion of probable cost to implement the proposed modifications.

**C. City Hall Boiler Replacement:**

- a. Field verify the existing boiler capacity, dimensions, and operating controls.
- b. Select 3 new boilers each sized to handle half of the building load.
- c. Provide mechanical and electrical drawings and specifications to clearly indicate the work.
- d. Identify opportunities for energy conservation improvements with any proposed modifications.
- e. Opinion of probable cost to implement the proposed modifications.

**D. City Hall Chiller noise:**

- a. Field verify the existing chiller installation to verify possible causes for the vibration.
- b. Provide options for reducing the noise.
- c. Provide mechanical drawings and specifications to clearly indicate the work required to alleviate the noise.
- d. Opinion of probable cost to implement the proposed modifications.

**E. Construction Phase Engineering Services** will be limited to submittal review and responding to RFI's.

**F. Terms and Conditions:** Stantec's services will be provided in accordance our Standard Professional Services Agreement (PSA), which is attached for your review.

**DEFINITION OF DESIGN SERVICES**

Stantec proposes to use a design team consisting of a Project Manager, Mechanical, and Electrical Engineers. These individuals will form the core team and will be supported, if required, by other Stantec design professionals with similar experience (ie, Structural Engineer and/or Architect). Stantec is a full-service design firm and has other technical resources available should the need arise.



**Reference: Proposal for Engineering Services – Air Handler and Boiler Replacements (Rev)  
Watertown City Hall and Library**

In general, Stantec proposes to provide professional A/E services to deliver detailed design/construction documents as identified in the Project Scope of Work.

**PROJECT DELIVERABLES**

- A. City Hall Air Handler Replacement:
  - a. Detailed Mechanical and Electrical Drawings.
  - b. Mechanical and Electrical Specifications.
  - c. Opinion of Probable Cost.
- B. Library Boiler Replacement:
  - a. Detailed Mechanical and Electrical Drawings.
  - b. Mechanical and Electrical Specifications.
  - c. Opinion of Probable Cost.
- C. City Hall Boiler Replacement:
  - a. Detailed Mechanical and Electrical Drawings.
  - b. Mechanical and Electrical Specifications.
  - c. Opinion of Probable Cost.
- D. City Hall Chiller Noise:
  - a. Schematic Mechanical Drawings to indicate noise alleviation measures.
  - b. Mechanical Specifications.
  - c. Opinion of Probable Cost.
- E. Review Meetings:
  - a. Kickoff Meeting / Site Inspection
  - b. Intermediate Review
  - c. Final Review.

**SCHEDULE**

Final design documents will be issued within the time frames noted below based upon an authorization to proceed:

- A. Library Boiler Replacement – 4 weeks
- B. City Hall Chiller – 8 weeks
- C. City Hall Air Handlers – 12 weeks
- D. City Hall Boilers – 12 weeks

**DESIGN FEES**

Stantec engineering and architectural design fees, including reimbursables for the project defined herein, are being submitted on a lump sum basis of \$25,000. Stantec will invoice the City for services monthly on a percent complete basis with the following breakdown:

- A. Library Boiler - \$7,500
- B. City Hall Chiller - \$500
- C. City Hall Air Handlers - \$8,000



**Reference: Proposal for Engineering Services – Air Handler and Boiler Replacements (Rev)  
Watertown City Hall and Library**

D. City Hall Boilers - \$9,000

**PROJECT QUALIFICATIONS, EXCLUSIONS AND ASSUMPTIONS**

- A. The proposed compensation is based on our understanding of the project, the scope of professional services, deliverables, project team, consultants, project schedule, form of agreement, and payment terms described in this proposal. Should changes occur to any of these prior to or during the execution of the professional services, a commensurate adjustment to the proposed compensation will be made.
- B. Scope of project is limited to those items identified herein. Change in scope, regardless of who initiates it, will not be recognized until a Scope Change Approval Procedure has been followed and approval is provided in writing.
- C. This proposal does not include any physical removal of obstructions (e.g.: walls, floors, ceilings, etc.) to determine existing conditions. Where obstructions occur, Stantec will rely on original construction or design drawings and/or input from the construction team. Accuracy of said drawings will reflect this approach.
- D. No Utility GAP Analysis is included with this proposal.
- E. No HAZOP analysis or facilitation is included in this proposal.
- F. Hazardous material sampling is excluded from this proposal.
- G. Detailed as-built drawings are excluded from this proposal.
- H. It is not anticipated that Structural and/or Architectural services will be required based on our walk thru of the facilities. These services can be provided as an additional service if deemed necessary.
- I. Startup / Commissioning services for the new equipment is not included in this fee but can be provided upon request.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or require additional information, please do not hesitate to call.

Regards,

**Stuart Shrauger, P.E.**

Practice Leader - Buildings Engineering & Architect  
Phone: (607) 321-6107  
jeri.pickett@stantec.com

**Jeri Pickett, P.E., LEED® AP BD+C**

Project Manager/ Associate  
Phone: (585) 413-5341  
Jeri.pickett@stantec.com

c. Stantec file

Attachment – Stantec Standard Agreement



# PROFESSIONAL SERVICES AGREEMENT

**Stantec**

THIS AGREEMENT is made and entered into effective \_\_\_\_\_ (the "Agreement Date") by and between:

"CLIENT"

Name: CITY OF WATERTOWN, NEW YORK  
Address: 245 Washington Street, Watertown, NY 13601  
Phone: (315) 785-7740 Fax: (315) 785-7829  
Representative: Kurt Hauk, City Engineer

"Stantec"

Name: STANTEC CONSULTING SERVICES INC.  
Address: 61 Commercial Street, Rochester, NY 14614  
Phone: (585) 475-1440 Fax: (585) 272-1814  
Representative: Jeri Pickett

PROJECT NAME (the "PROJECT"):

AHU and Boiler Replacements

**DESCRIPTION OF WORK:** Stantec shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and Stantec by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

**COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The CLIENT shall provide to Stantec in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to Stantec all relevant information or data pertinent to the PROJECT which is required by Stantec to perform the SERVICES. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the CLIENT or its consultants then Stantec shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by Stantec, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the SERVICES. Whether arranged by the CLIENT or Stantec, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by Stantec and whenever prompt action is necessary shall inform Stantec of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for Stantec's entry to the PROJECT site as well as other public and private property as necessary for Stantec to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay Stantec in the performance of the SERVICES.

**STANTEC'S RESPONSIBILITIES:** ~~Stantec shall furnish the necessary qualified personnel to provide the SERVICES. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES in accordance with the applicable professional standard of care with the reasonable skill and diligence required by customarily accepted~~

**Stantec**

~~professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the SERVICES.~~

In performing the SERVICES under this AGREEMENT, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by Stantec shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve Stantec from its responsibility for the proper performance of the SERVICES.

**TERMINATION:** Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. ~~On~~ If termination of this AGREEMENT is without cause, the CLIENT shall forthwith pay Stantec for the SERVICES performed to the date of termination. Non-payment by the CLIENT of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. ~~Except to the extent that there were errors or omissions in the SERVICES provided by Stantec, CLIENT agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.~~

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

**JOBSITE SAFETY:** Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**LIMITATION OF LIABILITY:** ~~The CLIENT releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but~~

**Stantec**

not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of Stantec.

It is further agreed that the total amount of all claims the CLIENT may have against Stantec under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the SERVICES or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Stantec knowingly encounters any such substances, Stantec shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Stantec, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. ~~The CLIENT further agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Stantec.~~ Stantec and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** ~~All documents prepared by Stantec or on behalf of Stantec in connection with the PROJECT are instruments of service for the execution of the PROJECT. Stantec retains the property and copyright in those documents, whether the PROJECT is executed or not. Payment to Stantec of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The CLIENT shall have a permanent non-exclusive, royalty free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by Stantec in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec.~~ All documents, reports, studies, recommendations, plans, and/or instruments of service prepared by Engineer and provided to the City, both written and electronic, shall become the property of the City upon provision. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the CLIENT agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**GOVERNING LAW:** This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or Stantec, the CLIENT and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. ~~If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.~~



**Stantec**

~~**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.~~

**ASSIGNMENT AND SUCCESSORS:** Neither the CLIENT nor Stantec shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** Stantec will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. Stantec will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. Stantec will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of Stantec or any of Stantec's policies or practices relevant to the management of personal information subject to this AGREEMENT.

**ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the CLIENT and Stantec relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and Stantec. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and Stantec.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

CITY OF WATERTOWN, NEW YORK

STANTEC CONSULTING SERVICES INC.

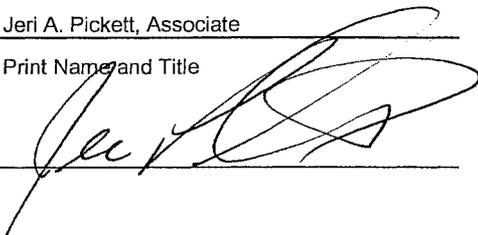
\_\_\_\_\_  
Print Name and Title

Jeri A. Pickett, Associate  
\_\_\_\_\_  
Print Name and Title

Signature

\_\_\_\_\_

Signature





**Stantec**

**PROFESSIONAL SERVICES AGREEMENT  
ATTACHMENT "A"**

Attached to and forming part of the AGREEMENT

BETWEEN:

CITY OF WATERTOWN, NEW YORK

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "Stantec")

EFFECTIVE:

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: Stantec shall perform the following SERVICES:  
See attached 6/5/2014 Stantec Proposal (hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: June 5, 2014  
Estimated Completion Date: March 31, 2015

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate Stantec as follows:  
Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, Stantec shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

See Attached June 5, 2014 Stantec Proposal for Lump Sum Fee

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

No Additional Conditions

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

June 5, 2014 Stantec Proposal (Scope of Work, Fee, and Assumptions)

INSURANCE REQUIREMENTS: Before any services are provided under this agreement, Stantec shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate. **Client shall be named as additional insured.**

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.



PROFESSIONAL SERVICES AGREEMENT  
ATTACHMENT "A"

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**Stantec**

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Stantec in the amount of \$1,000,000 per claim and in the aggregate.

**Workers' Compensation:** As prescribed by applicable law.

**Certificates:** Upon request, Stantec shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

1869

DATE: 9 June, 2014

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Professional Services Agreement for FML and City Hall

Enclosed is a professional services agreement in the amount of \$25,000 to perform the design services for the following work:

1. FML Boiler Replacement (FY 14-15)
2. City Hall Air Handler Replacement (FY 14-15)
3. City Hall Boiler Replacement (FY 15-16)
4. City Hall Chiller Pipe Upgrade (Eng. Operating Budget)

The design timelines built into the agreement will allow the equipment to be installed prior to the need of the individual location.

Please prepare a resolution for City Council consideration.

Cc. Jim Mills, City Comptroller  
Amy Pastuf, Purchasing Manager  
Shawn McWayne, Code Enforcement Supervisor  
File

Res No. 11

June 11, 2014

To: The Honorable Mayor and City Council

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

Subject: Approving a Site Plan for the Construction of a 7,800 Square Foot Accountant's Office at VL-9 Commerce Park Drive East, Parcel 8-50-101.150

A request has been submitted by Matt Morgia of Aubertine & Currier, on behalf of Bowers & Company CPAs, for the above subject site plan approval.

The City Planning Board reviewed the request on June 3, 2014 and voted to recommend that City Council approve the site plan subject to several conditions.

Attached are copies of the report on the request prepared for the Planning Board and an excerpt from their meeting minutes.

The City Council must respond to the questions in Part 2 of the Short Environmental Assessment Form before it may vote on the resolution. The resolution prepared for City Council consideration states that the project will not have a significant negative impact on the environment, and approves the site plan submitted to the City Engineering Department on May 19, 2014, subject to the conditions recommended by the Planning Board.

# RESOLUTION

Page 1 of 3

Approving a Site Plan for the Construction of a 7,800 Square Foot Accountant's Office at VL-9 Commerce Park Drive East, Parcel 8-50-101.150

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

Total .....

YEA	NAY

### *Introduced by*

---

WHEREAS Matt Morgia of Aubertine & Currier, on behalf of Bowers & Company CPAs, has submitted an application for site plan approval for the construction of a 7,800 square foot accountant's office at VL-9 Commerce Park Drive East, parcel 8-50-101.150, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on June 3, 2014, and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

- 1) The applicant shall reduce the size of both curb cuts and increase their separation, and chamfer the back corner of the island to avoid plow damage.
- 2) The applicant shall include a City Curb Detail for the curb along the cul-de-sac.
- 3) The applicant shall include a City Asphalt Pavement Detail.
- 4) The applicant shall submit a separate photometric plan.
- 5) The applicant shall configure the roof leaders to minimize the amount of runoff exiting to the north, and depict the roof leaders on the site plan.
- 6) The applicant shall revise the parking lot grading so that all runoff is contained onsite or directed to a storm sewer.
- 7) The applicant shall revise the site grading to reduce the amount of additional cover over the city's sewer lines north of the proposed building.
- 8) The Engineering Report shall be revised to include drainage area maps and the correct site soil map.

# RESOLUTION

Page 2 of 3

Approving a Site Plan for the Construction of a 7,800 Square Foot Accountant's Office at VL-9 Commerce Park Drive East, Parcel 8-50-101.150

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

Total .....

YEA	NAY

- 9) The applicant shall delete "IF NECESSARY" from the note on CG-100 related to the saddle, corp stop, and curb stop for the water service.
- 10) The applicant shall lower Manhole SSMH-7A1 match the proposed grade.
- 11) The applicant shall add three additional large maturing shade trees along the western property line, spaced 40' on center.
- 12) The applicant shall maintain the existing 40' wide tree/brush area on the east side of the site to serve as a screen and buffer between the project and the residential use located to the east.
- 13) The applicant must provide an original survey map of the property, stamped and signed by a NYS licensed land surveyor, and a set of site plans stamped and signed by a NYS registered architect or engineer.
- 14) The applicant shall revise the site plans to show the correct setbacks.

And

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2, and has determined that the project, as submitted, is an Unlisted Action and will not have a significant effect on the environment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED that it is an express condition of this site plan approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until such

# RESOLUTION

Page 3 of 3

Approving a Site Plan for the Construction of a 7,800 Square Foot Accountant's Office at VL-9 Commerce Park Drive East, Parcel 8-50-101.150

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

Total .....

YEA	NAY

time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan which, in the opinion of the City Engineer, would require Amended Site Plan approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that site plan approval is hereby granted for the construction of 7,800 square foot office building at VL-9 Commerce Park Drive East, parcel 8-50-101.150, as depicted on the plans submitted to the City Engineer on May 19, 2014, subject to the conditions recommended by the Planning Board and listed above.

**Seconded by**



# MEMORANDUM

CITY OF WATERTOWN PLANNING OFFICE

245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601

PHONE: (315) 785-7730 – FAX: (315) 782-9014

TO: Planning Board Members

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

SUBJECT: Site Plan Approval – Accountant’s Office *KAM*

DATE: May 29, 2014

**Request:** Site Plan Approval for the construction of a 7,800 square foot accountant’s office at VL-9 Commerce Park Drive East, parcel 8-50-101.150.

**Applicant:** Bowers & Company

**Proposed Use:** Office

**Property Owner:** Watertown Commerce, LLC

<b>Submitted:</b>	
Property Survey: Yes	Preliminary Architectural Drawings: Yes
Site Plan: Yes	Preliminary Site Engineering Plans: Yes
Vehicle and Pedestrian Circulation Plan: Yes	Construction Time Schedule: Yes
Landscaping and Grading Plan: Yes	Description of Uses, Hours & Traffic Volume: Yes

SEQRA: Unlisted

County Review: No

<b>Zoning Information:</b>	
District: Commercial	Maximum Lot Coverage: N/A
Setback Requirements: F: 20’, S: 5’, R: 25’	Buffer Zone Required: 5’ side & rear, 15’ front

**Project Overview:** The applicant proposes to construct a 7,800 square foot office for an accounting firm on a vacant lot off Commerce Park Drive. The office would be a one-storey building, located immediately east of the Northern Credit Union branch.

**Parking:** Code requires 39 spaces for a building of this size, and the applicant depicts 40 spaces on the site plan.

Parking lot access would be provided by two curb cuts off the cul-de-sac at the end of Commerce Park Drive East. The curb cuts are wide, and the radii meet in the middle, effectively creating a single extremely long cut. The applicant’s driveway, as proposed, would take up nearly a third of the cul-de-sac frontage. This could create an awkward situation for traffic if the lot to the south is developed at a later date. The applicant should consolidate their entrance into a single two-way curb cut, or reduce the width and increase the separation of the proposed dual curb cuts.

The applicant must include a City Curb Detail for the curb along the cul-de-sac, and a City Asphalt Pavement Detail. Details are available from the Engineering Department.

**Sidewalks:** No pedestrian access is provided; the site does not have access to any existing public sidewalk.

**Lighting:** The applicant will place one light pole in the parking lot, and four wall-packs on the building. There does not appear to be any significant spillage outside the site boundary, but the photometry on the site plan is not labeled clearly. The applicant should submit a separate photometric plan.

**Drainage & Grading:** The applicant will not install any new stormwater facilities. The site will be graded such that a majority of the sheet flow is directed to an existing catch basin at the northeast corner of the site. A substantial slope will be built up along the north side of the building, from which runoff will flow directly north onto the adjacent USPS property. The applicant should configure the roof leaders to minimize the amount of runoff exiting to the north, and depict the roof leaders on the site plan.

The parking lot is graded to direct runoff to the southeast. Some will be picked up by a swale and directed northward to the catch basin. The applicant should revise the grading so that all parking lot runoff drains eastward into the swale, and extend the swale to direct flow to the catch basin. Alternatively, a new catch basin could be installed at the southeast corner of the parking lot.

The applicant proposes substantial fill along the north side of the site. The applicant should revise the grading to reduce the amount of additional cover over the city's sewer lines in this location—either by lowering the FFE, shifting the building, adding a retaining wall, or other means.

Drainage area maps must be included in the Engineering Report. The soil map must also be revised to reflect the correct parcel—it currently shows VL-10 rather than VL-9.

**Water:** The applicant will connect to the 6" water service in the cul-de-sac. The exact location of the service is not depicted.

Delete "IF NECESSARY" from the note on CG-100 related to the saddle, corp stop, and curb stop for the water service.

**Sewer:** There is a 6" lateral on site, which the applicant will connect to. The cleanout and lateral are located to the east of the proposed building.

Manhole SSMH-7A1 must be lowered to match the proposed grade. It is currently shown 6" above the pavement.

**Landscaping:** The site is currently covered with a mix of grass, brush, and small trees. The majority will be cleared and replaced with turf. The applicant proposes 7 new tree plantings, primarily around the south and east sides of the parking lot. In order to comply with the Landscaping and Buffer Zone Guidelines, additional exterior parking lot trees and landscaping should be added along the west side of the parking lot. A green space approximately 85' wide will be provided between the developed portion of the site and the property located directly to the east, which is an apartment complex. The applicant is proposing to leave the existing 40' wide tree/brush area on the east side of the site intact which should provide a screen and buffer from the residential use.

**Miscellaneous:** The applicant must provide an original survey map of the property, stamped and signed by a NYS licensed Land Surveyor. The site plans must also be stamped and signed by a NYS registered architect or engineer.

For the purpose of establishing set backs, the southern line and the cul-de-sac radius are together considered the "front line" and both have a 20' set back. The east and west lines are side lines with a 5' setback, and the north line is the rear line with a 25' setback.

The applicant must obtain the following permits prior to construction: Sanitary Sewer Permit, Water Supply Permit, General City Permit, and Building Permit.

**Summary:**

1. The applicant shall remove one curb cut, or reduce the size of both curb cuts and increase their separation.
2. The applicant shall include a City Curb Detail for the curb along the cul-de-sac.
3. The applicant shall include a City Asphalt Pavement Detail.
4. The applicant shall submit a separate photometric plan.
5. The applicant shall configure the roof leaders to minimize the amount of runoff exiting to the north, and depict the roof leaders on the site plan.
6. The applicant shall revise the parking lot grading so that all runoff is contained onsite or directed to a storm sewer.
7. The applicant shall revise the site grading to reduce the amount of additional cover over the city's sewer lines north of the proposed building.
8. The Engineering Report shall be revised to include drainage area maps and the correct site soil map.
9. The applicant shall delete "IF NECESSARY" from the note on CG-100 related to the saddle, corp stop, and curb stop for the water service.
- ~~10.~~ The applicant shall lower Manhole SSMH-7A1 match the proposed grade.
11. The applicant shall add three additional large maturing shade trees along the western property line, spaced 40' on center.
12. The applicant shall maintain the existing 40' wide tree/brush area on the east side of the site to serve as a screen and buffer between the project and the residential use located to the east.
13. The applicant must provide an original survey map of the property, stamped and signed by a NYS licensed land surveyor, and a set of site plans stamped and signed by a NYS registered architect or engineer.
14. The applicant shall revise the site plans to show the correct setbacks.

cc: City Council Members  
Robert J. Slye, City Attorney  
Justin Wood, Civil Engineer II  
Christopher Todd, Aubertine & Currier, 522 Bradley Street  
Michael D'Avirro, Bowers & Company, 1200 AXA Tower I, 100 Madison St, Syracuse NY 13202

May 19, 2014

Kurt W. Hauk, P.E.  
City Engineer  
Room 305, City Hall  
245 Washington Street  
Watertown, NY 13601

Re: **Site Plan Review Application**  
**Accountant's Office (A&C Project #2014-017.001)**  
**VL 9 Commerce Park Drive East, Watertown, NY**

Dear Mr. Hauk:

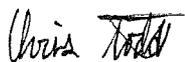
Aubertine & Currier Architects, Engineers & Land Surveyors, PLLC on behalf of Michael D'Avirro of Bowers & Company, CPA, PLLC is requesting to be included on the agenda for the June 3, 2014 City of Watertown Planning Board meeting for a proposed Accountant's Office, located at VL 9 Commerce Park Drive East, on Tax Parcel No. 8-50-101.150. Included with this cover letter is a review fee check for \$50.00, seventeen (17) copies of the letter, Site Plan Application, Short SEQR Environmental Assessment Form, and four (4) copies of the Engineering Report. Also attached are four (4) full size and thirteen (13) 11"x17" copies of the Site Plans, Site Details and Preliminary Building Floor Plans and Elevations.

The project consists of a proposed 7,800 SF Accountant's Office and associated site amenities. Site amenities include the construction of a 17,700 SF, 40 space parking lot, concrete sidewalks, and site lighting. The building will be serviced by public sewer and water, and private electric, gas, and communication utilities. Utility connections will be made to existing utilities along Commerce Drive East and within a utility easement in the north end of the parcel. 140 LF of 1" Type K copper water service will connect to an existing 6" water service stub located at the end of Commerce Drive East. 58 LF of 6" SDR-35 PVC sanitary sewer lateral will be installed and connect to an existing 6" sanitary sewer lateral stub located along the utility easement in the northeast corner of the parcel. The underground electric, gas and communication utilities will also be connected to existing utilities located along Commerce Drive East.

The owner intends to begin construction this summer/fall as soon as approvals are granted. If there are any questions, please feel free to contact our office at your earliest convenience.

Sincerely,

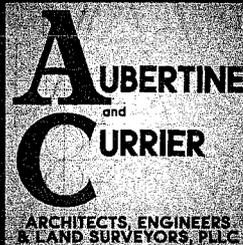
Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC



Christopher W. Todd  
Civil Designer

Attachments

Cc: Michael D'Avirro – Owner  
Patrick J. Currier, R.A. – A&C



NYS WBE/DBE Certified  
SBA Woman Owned  
Small Business (WOSB)

[aubertinecurrier.com](http://aubertinecurrier.com)

522 Bradley Street  
Watertown, New York 13601

Phone: 315.782.2005  
Fax: 315.782.1472

**Managing Partner**  
Annette M. Mason, P.E.  
Structural Engineer

**Partners**  
Michael L. Aubertine, R.A.  
Architect

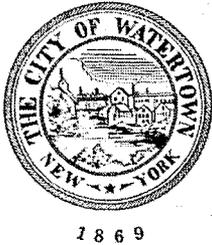
Patrick J. Currier, R.A.  
Architect

Brian A. Jones, AIA.,  
LEED AP BD+C  
Architect

Matthew R. Morglia, P.E.  
Civil Engineer

Jayson J. Jones, P.L.S.  
Land Surveyor

MAY 19 2014



**CITY OF WATERTOWN  
SITE PLAN APPLICATION  
AND  
SHORT ENVIRONMENTAL  
ASSESSMENT FORM, PART 1**

MAY 19 2012

\*\* Provide responses for all sections. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. Failure to submit required information by the submittal deadline will result in **not** making the agenda for the upcoming Planning Board meeting.

**PROPERTY LOCATION**

Proposed Project Name: Accountant's Office  
Tax Parcel Number: 8-50-101.150  
Property Address: VL-9 Commerce Park Drive East, Watertown, NY 13601  
Existing Zoning Classification: Commercial

**OWNER OF PROPERTY**

Name: Watertown Commerce, LLC  
Address: 31 Hopkins Road Suite 100  
Amherst, NY 14221  
Telephone Number: (716) 204-2000  
Fax Number: (716) 204-2050

**APPLICANT**

Name: Michael D'Avirro, Bowers & Company, CPA, PLLC  
Address: 1200 AXA Tower I, 100 Madison Street  
Syracuse, NY 13202  
Telephone Number: (315) 234-1172  
Fax Number: (315) 234-1111  
Email Address: MGD@bcpllc.com

**ENGINEER/ARCHITECT/SURVEYOR**

Name: Aubertine & Carrier Architects, Engineers & Land Surveyors, PLLC  
Address: 522 Bradley Street  
Watertown, NY 13601  
Telephone Number: (315) 782-2005  
Fax Number: (315) 782-1472  
Email Address: mrm@aubertinecurrier.com

**PROJECT DESCRIPTION**

Describe project and proposed use briefly:

The project consists of a proposed 7,800 SF accountant's office with a 17,700 SF, 40 space parking lot.

Is proposed Action:

New       Expansion       Modification/Alteration

Amount of Land Affected:

Initially: 0.98 Acres      Ultimately: 0.98 Acres

Will proposed action comply with existing zoning or other existing land use restrictions?

Yes       No      If no, describe briefly

What is present land use in vicinity of project?

Residential       Industrial       Commercial       Agriculture  
 Park/Forest/Open Space       Other

Describe: Neighborhood Business

Does project involve a permit approval, or funding, now or ultimately from any other Governmental Agency (Federal, State or Local)?

Yes       No      If yes, list agency(s) and permit/approval(s)

City of Watertown Planning Board - Building Permit

Does any aspect of the project have a currently valid permit or approval?

Yes       No      If yes, list agency(s) and permit/approval(s)

As a result of proposed project, will existing permit/approval require modification?

Yes       No

Proposed number of housing units (if applicable): N/A

Proposed building area: 1<sup>st</sup> Floor 7,800 Sq. Ft.

2<sup>nd</sup> Floor \_\_\_\_\_ Sq. Ft.

3<sup>rd</sup> Floor \_\_\_\_\_ Sq. Ft.

Total 7,800 Sq. Ft.

Area of building to be used for the boiler room, heat facilities, utility facilities and storage: \_\_\_\_\_ 130 Sq. Ft.

Number of parking spaces proposed: 40

Construction Schedule: June 2014 - June 2015

Hours of Operation: 7 AM - 5 PM

Volume of traffic to be generated: 21 Peak Hour ADT

**SIGNATURE**

I certify that the information provided above is true to the best of my knowledge.

Applicant (please print) Michael D'Avirro

Applicant Signature  Date: 5/16/14

## OPTIONAL DRAWINGS:

- PROVIDE AN ELECTRONIC (.DWG) COPY OF THE SITE PLAN WITH AS-BUILT REVISIONS.** This will assist the City in keeping our GIS mapping up-to-date.

## REQUIRED DRAWINGS:

\*\* The following drawings with the listed information **ARE REQUIRED, NOT OPTIONAL.** If the required information is not included and/or addressed, the Site Plan Application will **not** be processed.

- ELECTRONIC COPY OF ENTIRE SUBMISSION** (PDF preferred)
- BOUNDARY & TOPOGRAPHIC SURVEY**  
(Depict existing features as of the date of the Site Plan Application. This Survey and Map must be performed and created by a Professional Land Surveyor licensed and currently registered to practice in the State of New York. This Survey and Map must be stamped and signed with an original seal and signature on at least one copy, the rest may be copies thereof.)
- All elevations are National Geodetic Vertical Datum of 1929 (NGVD29).
- 1' contours are shown & labeled with appropriate spot elevations.
- All existing features on and within 50 feet of the subject property are shown and labeled.
- All existing utilities on and within 50 feet of the subject property are shown and labeled.
- All existing easements and/or right-of-ways are shown and labeled.
- Existing property lines (bearings & distances), margins, acreage, zoning, existing land use, reputed owner, adjacent reputed owners & tax parcel numbers are shown and labeled.
- The north arrow & graphic scale are shown.
- DEMOLITION PLAN** (If Applicable) N/A
- All existing features on and within 50 feet of the subject property are shown and labeled.
- All items to be removed are labeled in darker text.

**SITE PLAN**

All proposed above ground features are depicted and clearly labeled.

All proposed features are clearly labeled "proposed".

N/A  All proposed easements & right-of-ways are shown and labeled.

Land use, zoning, & tax parcel number are shown.

The Plan is adequately dimensioned including radii.

The line work & text for all proposed features is shown darker than existing features.

All vehicular & pedestrian traffic circulation is shown including a delivery or refuse vehicle entering and exiting the property.

Proposed parking & loading spaces including ADA accessible spaces are shown and labeled.

N/A  Refuse Enclosure Area (Dumpster), if applicable, is shown. Section 161-19.1 of the Zoning Ordinance states, "No refuse vehicle or refuse container shall be parked or placed within 15 feet of a party line without the written consent of the adjoining owner, if the owner occupies any part of the adjoining property".

The north arrow & graphic scale are shown.

**GRADING PLAN**

All proposed below ground features including elevations & inverts are shown and labeled.

All proposed above ground features are shown and labeled.

The line work & text for all proposed features is shown darker than existing features.

N/A  All proposed easements & right-of-ways are shown and labeled.

1' existing contours are shown dashed & labeled with appropriate spot elevations.

1' proposed contours are shown & labeled with appropriate spot elevations.

All elevations are National Geodetic Vertical Datum of 1929 (NGVD29).

N/A  Sediment & Erosion control are shown & labeled on the grading plan unless separate drawings have been provided as part of a Stormwater Pollution Prevention Plan (SWPPP).

**UTILITY PLAN**

All proposed above & below ground features are shown and labeled.

All existing above & below ground utilities including sanitary, storm water, water, electric, gas, telephone, cable, fiber optic, etc. are shown and labeled.

N/A  All proposed easements & right-of-ways are shown and labeled.

N/A  The Plan is adequately dimensioned including radii.

The line work & text for all proposed features is shown darker than existing features.

The following note has been added to the drawings stating, "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supersede all other plans and specifications provided."

**LANDSCAPING PLAN**

All proposed above ground features are shown and labeled.

All proposed trees, shrubs, and other plantings are shown and labeled.

All proposed landscaping & text are shown darker than existing features.

All proposed landscaping is clearly depicted, labeled and keyed to a plant schedule that includes the scientific name, common name, size, quantity, etc.

For additional landscaping requirements where nonresidential districts and land uses abut land in any residential district, please refer to Section 310-59, Landscaping of the City's Zoning Ordinance.

**Site Plan complies with and meets acceptable guidelines set forth in Appendix A - Landscaping and Buffer Zone Guidelines (August 7, 2007).**

**PHOTOMETRIC PLAN (If Applicable)**

All proposed above ground features are shown.

Photometric spot elevations or labeled photometric contours of the property are clearly depicted. Light spillage across all property lines shall not exceed 0.5 foot-candles.

**CONSTRUCTION DETAILS & NOTES**

All details and notes necessary to adequately complete the project including, but not limited to, landscaping, curbing, catch basins, manholes, water line, pavement, sidewalks, trench, lighting, trash enclosure, etc. are provided.

N/A  Maintenance & protection and traffic plans & notes for all required work within City streets including driveways, water laterals, sanitary laterals, storm connections, etc. are provided.

The following note must be added to the drawings stating:  
"All work to be performed within the City of Watertown margin will require sign-off from a Professional Engineer, licensed and currently registered to practice in the State of New York, that the work was built according to the approved site plan and applicable City of Watertown standards. Compaction testing will be required for all work to be performed within the City of Watertown margin and must be submitted to the City of Watertown Codes Department."

**PRELIMINARY ARCHITECTURAL PLANS (If Applicable)**

Floor plan drawings, including finished floor elevations, for all buildings to be constructed are provided.

Exterior elevations including exterior materials and colors for all buildings to be constructed are provided.

Roof outline depicting shape, slope and direction is provided.

**ENGINEERING REPORT**

**\*\* The engineering report at a minimum includes the following:**

Project location

Project description

Existing & proposed sanitary sewer flows & summary

N/A  Water flows & pressure

Storm Water Pre & Post Construction calculations & summary

Traffic impacts

Lighting summary

Landscaping summary

GENERAL INFORMATION

ALL ITEMS ARE STAMPED & SIGNED WITH AN ORIGINAL SIGNATURE BY A PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR SURVEYOR LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK.

N/A  If required, a copy of the Stormwater Pollution Prevention Plan (SWPPP) submitted to the NYSDEC will also be sent to the City of Watertown Engineering Department.

N/A  \*\* If required, a copy of all submittals sent to the New York State Department of Environmental Conservation (NYSDEC) for the sanitary sewer extension permit will also be sent to the City of Watertown Engineering Department.

N/A  \*\* If required, a copy of all submittals sent to the New York State Department of Health (NYSDOH) will also be sent to the City of Watertown Engineering Department.

\*\* When NYSDEC or NYSDOH permitting is required, the property owner/applicant shall retain a licensed Professional Engineer to perform inspections of the proposed utility work and to certify the completed works were constructed in substantial conformance with the approved plans and specifications.

Signage will not be approved as part of this submission. It requires a sign permit from the Codes Department. See Section 310-52.2 of the Zoning Ordinance.

Plans have been collated and properly folded.

N/A  If an applicant proposes a site plan with multiple buildings and any of those buildings front on a private drive, the City Council will name the private drive by resolution and the building(s) will be given an address number on that private drive by City staff. The applicant may propose a name for the private drive for the City Council's consideration.

Proposed Street Name: \_\_\_\_\_

Explanation for any item not checked in the Site Plan Checklist.

Due to the small project size the Site Plan, Grading Plan, Utility Plan, Landscape Plan and Lighting Plan elements have been combined and all provided on two plan sheets, the "Site Plan" and "Grading and Utility Plan".

**SITE PLAN – ACCOUNTANT OFFICE**  
**VL-9 COMMERCE PARK DRIVE EAST – PARCEL 8-50-101.150**

The Planning Board then considered a request submitted by submitted by Christopher Todd of Aubertine & Currier, on behalf of Bowers & Company, for the construction of a 7,800 square foot office building, plus parking lot and landscaping, at VL-9 Commerce Park Drive East, parcel 8-50-101.150.

Matt Morgia of Aubertine & Currier approached the board to explain the project. He described the site layout, noting that USPS was nearby to the north, and Northern Credit Union was nearby to the west. He explained that this lot was subdivided as part of the commerce park development in 1985. Utilities are already extended to the site. He provided materials to the board which included written responses to the comments in the Staff Report.

With regard to staff comment #1, he explained that he would rather not eliminate one of the curb cuts, because it would make circulation more difficult for large vehicles, including the fire apparatus. He provided plans showing three alternative parking lot layouts.

Mr. Katzman asked if angled parking could be used to save space.

Mr. Morgia said that diagonal parking spaces cause new problems because they are wider and more difficult to back out of. He showed the board one of the alternative plans which eliminated one of the curb cuts, noting that the circulation was poor, and the parking lot was short of zoning requirements by 3 spaces.

Mrs. Freda asked whether utility and storage space had been included in the parking minimum calculation.

Mr. Morgia said that subtracting utility space would only reduce the square footage by 150, which would not alter the requirement.

Mrs. Freda asked if any of the other lots around the cul-de-sac were still open for development.

Mr. Morgia said that the lot to south was still available. His clients had looked at that property initially, but the current proposal seemed easier.

Mr. Davis said that the size of the island between the drives should reduced and reconfigured so that cars can be guided to the best place. He said that the island should be designed and not just treated as a leftover.

Mr. Morgia said that the site is a bit constrained.

Mr. Wood said that the goal of the comment was to see alternatives that give more efficient access to the site. Ideally, no site would use more than one curb cut, but sometimes it

cannot be avoided. The nearby vacant lot is a wild card, it could be developed as an intensive use, or not developed at all. He said that the green spaces separating the driveways should be increased as a minimum measure.

Mr. Mix noted that a one-way circulation pattern would help reduce the width needed for the curb cuts.

Mr. Morgia agreed, but noted that the one-way pattern is hard to enforce.

Mrs. Freda said that it sounds like the best option is to go with two curb cuts of reduced width, and expand the green space separating them. The board agreed.

Mr. Davis noted that the back corner of the island should be chamfered so that plows do not destroy it.

Mr. Morgia continued, saying that roof leaders would be added to reduce runoff exiting the site to the north. He also explained that the intent of the design was to use a swale along the parking lot edge to channel all of the parking lot runoff to the catch basin at the north east corner of the site. He said they may add a berm to ensure that nothing flows to the southeast.

He said that after construction, the utilities running along to the north side of the site would still have a normal amount of cover. For example, the storm line would have 8' max cover. They are cutting from the west and filling to the east, so the cover depth would become more consistent.

Mrs. Freda asked for Mr. Wood's opinion.

Mr. Wood said that the concern with the additional fill stems from issues regarding maintenance of the utility lines. Maintenance crews would have diminished access, would have to dig on a slope, and would have to remove and stockpile additional material in order to access the pipes. He asked that the board leave the condition in place so that the applicant could discuss the issue further with the Engineering Department.

Mr. Morgia said that lowering the finish floor elevation would be difficult, but perhaps the slope up to the floor could be flattened to 1:4 instead of 1:3.

Mr. Morgia then explained that a curb was being installed near Manhole 7A1, which is the reason for the 6" elevation change. The top of curb spot elevation would be added.

Mr. Morgia said that three additional trees were shown near the western property line. He said that they were left out initially because of proximity to utility lines.

Mr. Lumbis said that 10' of separation would be provided between the utility lines and the trees. He said the benefits the trees provide outweigh the chance of potential tree damage that would occur if future utility repairs were needed during the life of the tree. He said the potential risk is acceptable.

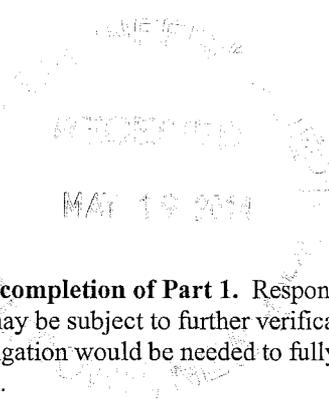
Mr. Katzman moved to recommend that City Council approve the site plan submitted by Christopher Todd of Aubertine & Currier, on behalf of Bowers & Company, for the

construction of a 7,800 square foot office building, plus parking lot and landscaping, at VL-9 Commerce Park Drive East, parcel 8-50-101.150, as submitted to the Engineering Department on May 19, 2014, subject to the following conditions:

1. The applicant shall reduce the size of both curb cuts and increase their separation, and chamfer the back corner of the island to avoid plow damage.
2. The applicant shall include a City Curb Detail for the curb along the cul-de-sac.
3. The applicant shall include a City Asphalt Pavement Detail.
4. The applicant shall submit a separate photometric plan.
5. The applicant shall configure the roof leaders to minimize the amount of runoff exiting to the north, and depict the roof leaders on the site plan.
6. The applicant shall revise the parking lot grading so that all runoff is contained onsite or directed to a storm sewer.
7. The applicant shall revise the site grading to reduce the amount of additional cover over the city's sewer lines north of the proposed building.
8. The Engineering Report shall be revised to include drainage area maps and the correct site soil map.
9. The applicant shall delete "IF NECESSARY" from the note on CG-100 related to the saddle, corp stop, and curb stop for the water service.
10. The applicant shall lower Manhole SSMH-7A1 match the proposed grade.
11. The applicant shall add three additional large maturing shade trees along the western property line, spaced 40' on center.
12. The applicant shall maintain the existing 40' wide tree/brush area on the east side of the site to serve as a screen and buffer between the project and the residential use located to the east.
13. The applicant must provide an original survey map of the property, stamped and signed by a NYS licensed land surveyor, and a set of site plans stamped and signed by a NYS registered architect or engineer.
14. The applicant shall revise the site plans to show the correct setbacks.

Mr. Davis seconded, all voted in favor.

617.20  
**Appendix B**  
**Short Environmental Assessment Form**



**Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>				
Project: Accountant's Office      Sponsor: Bowers & Company, CPA's PLLC				
Name of Action or Project: Accountant's Office				
Project Location (describe, and attach a location map): VL 9 Commerce Park Drive East, Watertown, NY 13601				
Brief Description of Proposed Action: The project consists of a proposed 7,800 SF, Office Building and associated site amenities. Site amenities include the construction of a 17,700 SF, 40 space parking lot, concrete sidewalks, site lighting, and utility services. The building will be serviced by public sewer and water, and private electric, gas and communication utilities.				
Name of Applicant or Sponsor: Michael D'Avirro, Bowers & Company, CPA's PLLC		Telephone: (315)234-1172 E-Mail: MGD@bcpllc.com		
Address: 1200 AXA Tower I, 100 Madison Street				
City/PO: Syracuse		State: NY	Zip Code: 13202	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		1.384 acres		
b. Total acreage to be physically disturbed?		0.98 acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.384 acres		
4. Check all land uses that occur on, adjoining and near the proposed action.				
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)				
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): <u>Neighborhood Business</u>				
<input type="checkbox"/> Parkland				



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: Michael D'Avirro, Bowers & Company, CPA's PLLC		Date: 5/19/2014
Signature: 		

**Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2.** Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

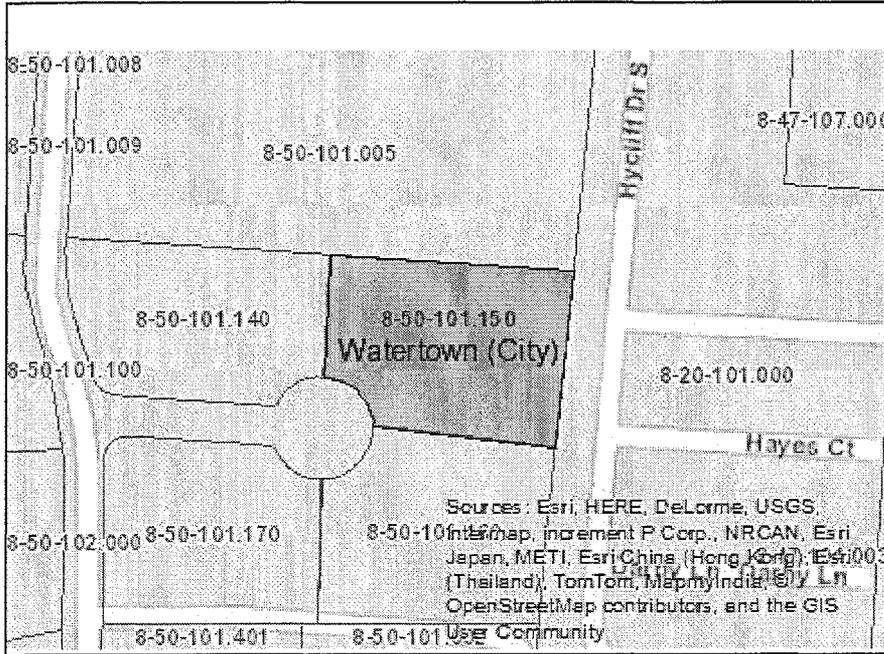
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

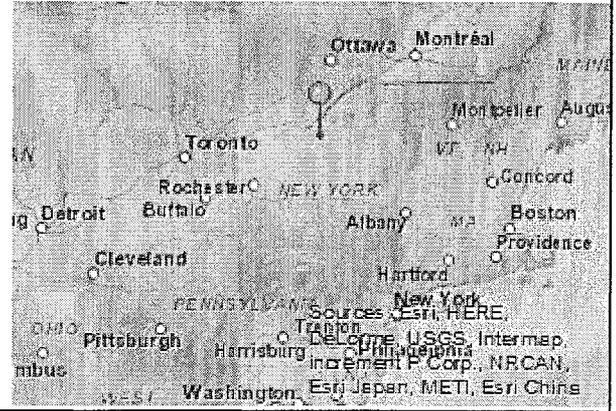
**Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3.** For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input type="checkbox"/>	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.
_____	_____
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)

**PRINT**

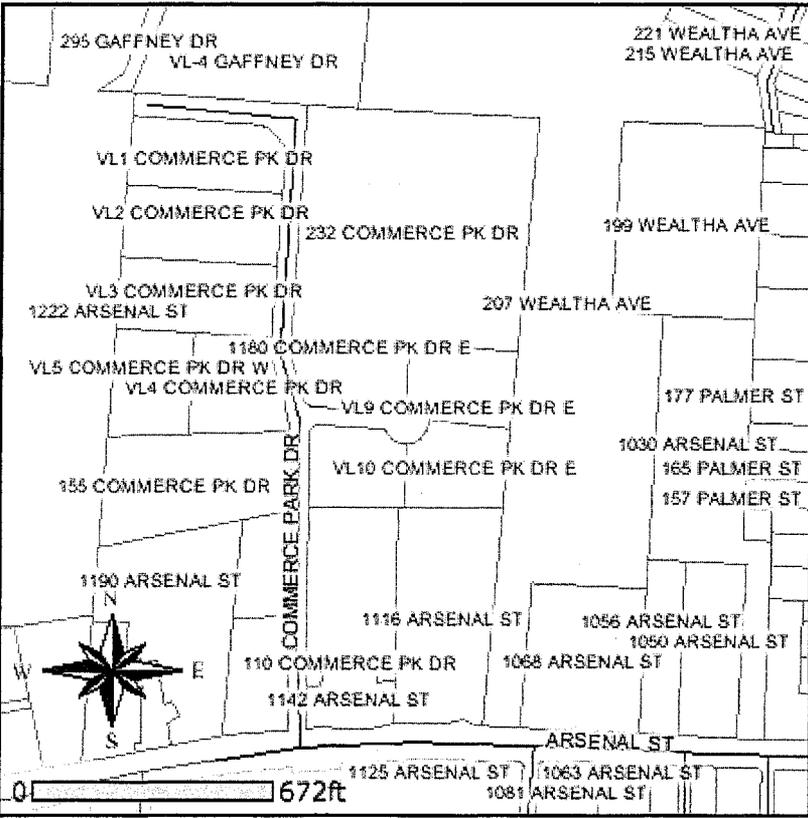


**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes- Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered]	Yes
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

# VL9



## Legend

-  Roads
-  Wetlands
- Floodplains**
  -  100 Year Floodplain
  -  500 Year Floodplain
-  Tax Parcels
-  City Boundary

May 16, 2014

**Disclaimer:** This map was prepared by the City of Watertown Internet Mapping Application. The information was compiled using the most current data available. It is deemed accurate, but is not guaranteed.

Res No. 12

June 11, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Request for Professional Services Agreement with Ralph Marcellus, LCSW-R, ACSW, CASAC

The Federal Highway Administration and/or the Federal Transit Administration require that individuals operating motor buses and/or vehicles requiring the possession of a commercial driver's license participate in a drug and alcohol program. With the expiration of the agreement with the Northern Employee Assistance Program that offered to City employees and their families short-term counseling on a variety of issues including alcohol and substance abuse, the City explored contracting with an individual to provide substance abuse counseling to employees on an "as needed" basis.

I propose that the City of Watertown retain the professional services of Ralph K. Marcellus, a Credentialed Alcoholism and Substance Abuse Counselor, to provide the services to those City employees who operate City motor buses and vehicles under a commercial driver's license as required by the Federal Highway Administration and/or the Federal Transit Administration. These services will be on an "as needed" basis in the amount of \$80 per hour. Under the City's Procurement Policy, the bid process is not necessary for professional services or services requiring special or technical skill, training or expertise.

A resolution for Council consideration is attached.

# RESOLUTION

Page 1 of 1

Approving Professional Services Agreement  
Between the City of Watertown and  
Ralph Marcellus, LCSW-R, ACSW, CASAC

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

Total .....

YEA	NAY

***Introduced by***

---

WHEREAS the Federal Highway Administration and/or the Federal Transit Administration requires the City of Watertown to provide substance abuse counseling services for employees who operate City owned vehicles requiring the possession of a commercial driver's license, and

WHEREAS the City Manager is proposing utilizing the services of a credentialed alcoholism and substance abuse counselor to provide the required counseling services, and

WHEREAS the City Manager and staff made inquiries into professionals holding the proper certifications, and it is their recommendation that the Council of the City of Watertown approve the Professional Services Agreement with Ralph K. Marcellus, LCSW-R, ACSW, CASAC to provide this counseling on an as needed basis in the amount of \$80 per one hour counseling session to begin immediately and to expire on December 31, 2015;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Professional Services Agreement between Ralph K. Marcellus and the City of Watertown, a copy of which is attached hereto and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute said Agreement on behalf of the City of Watertown.

***Seconded by***

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this 29 day of April, 2014, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the "City"), and Ralph Marcellus, an individual residing at 24384 NYS Route 12N, Watertown, New York 13601 ("Counselor").

### RECITALS

WHEREAS, the City has employees who operate trucks and buses, which vehicles and their operators are governed at least in part, by either or both of the Federal Highway Administration and/or the Federal Transit Administration; and

WHEREAS, those federal agencies require that operators of motor buses and/or commercial vehicles under a commercial driver's license are required to participate in a drug and alcohol program; and

WHEREAS, such a program requires the services of a substance abuse professional; and

WHEREAS, Counselor is qualified, by means of his LCSW-R license and certifications, to serve as a substance abuse professional for the City as part of its drug and alcohol program;

The parties agree as follows:

### AGREEMENT

#### 1. Scope of Services.

Counselor shall serve as the City of Watertown's substance abuse professional as that term is used in both the Federal Highway Administration and the Federal Transit Administration regulations pertaining to drug and alcohol programs, required for testing

and treatment of its professional drivers. Counselor acknowledges that he is familiar with those regulations and with the duties of a substance abuse professional pursuant to those regulations. Counselor certifies that he has read the regulations of the federal agencies involved and, further, is familiar with the City of Watertown's Drug and Alcohol Policy.

Counselor shall personally provide all services required by the regulations to be provided by a substance abuse professional, on behalf of the City, and make all reports as required.

**2. City Representative.**

The City's Representative for the assignment of Counselor to particular services is the Watertown City Manager. The address and telephone number for the Watertown City Manager is as follows:

Watertown City Manager  
245 Washington Street  
Watertown, New York 13601  
Telephone: (315) 785-7730

The City Manager shall serve as the City's Drug and Alcohol Program Manager. As such, the City Manager has authority to take immediate action to remove employees from safety-sensitive duties and to make required decisions from testing. The City Manager shall also receive test results and other communications for the City, consistent with the requirement of 49 CFR Parts 40 and 655.

**3. City to Provide Documentation.**

The City shall provide Counselor with complete access to any individual's personnel file concerning a potential drug and alcohol problem. Counselor agrees to keep said documents strictly confidential.

4. **Term of Agreement.**

The performance of services by Counselor shall commence on the signing of this Agreement, and shall proceed through December 31, 2015.

5. **Payment.**

The City agrees that Counselor's fees for services shall be at the rate of \$80.00 per hour, which charge shall be for a fifty (50) minute session. All sessions shall be held at a location to be identified in advance by Counselor to the City Manager.

WHEREFORE, the parties have signed this Agreement this 29 day of April, 2014.

CITY OF WATERTOWN

By: \_\_\_\_\_  
Sharon Addison  
City Manager

Ralph K. Marcellus  
Ralph Marcellus

*The University of the State of New York  
Education Department  
Office of the Professions  
**REGISTRATION CERTIFICATE**  
Do not accept a copy of this certificate*

License Number: R030329-1

Certificate Number: 8166557



MARCELLUS RALPH K  
24384 NYS RTE 12  
WATERTOWN

NY 13601-0000

is registered to practice in New York State through 05/31/2016 as a(n)  
**LICENSED CLINICAL SOCIAL WORKER**

LICENSEE/REGISTRANT

*Dan S. Hall*  
EXECUTIVE SECRETARY

*Jul 25, 2016*  
COMMISSIONER OF EDUCATION

*Dee E. Hill*  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

*This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit [www.op.nysed.gov](http://www.op.nysed.gov).*

Res No. 13

June 13, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Agreement Between City of Watertown and the  
Town of Watertown as Administrators of Watertown Water  
Districts Nos. 1, 3, 4, 5 and 6

The City of Watertown has had an Agreement in place with the Town of Watertown to supply water to Districts Nos. 1, 3, 4, 5 and 6, which expired December 31, 2013.

As explained in Water Superintendent Michael J. Sligar's attached report, this Agreement has been extended by mutual consent while a succession Agreement has been developed. Mr. Sligar outlines the changes accepted into the new Agreement.

A resolution approving this Agreement is attached for Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement for the Provision of Water Services Between the Town of Watertown and City of Watertown

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

Total .....

YEA	NAY

**Introduced by**

WHEREAS the City owns and operates a water supply system which is operated for the purpose of supplying the City and its inhabitants with water, and

WHEREAS the City has excess capacity to produce and transport water in excess of its own needs, and

WHEREAS the Town of Watertown has requested the right to draw water from the City system for use in Town of Watertown Districts Nos. 1, 3, 4, 5 and 6, and

WEHREAS the City may, pursuant to Section 20 of the General City Law of the State of New York and General Municipal Law Sections 118 and 118(a), have previously entered into an Agreement with the Districts to sell the right to make connections to the City’s system for the purpose of drawing water therefrom and the City may fix the prices by ordinance duly adopted by the City Council, therefore, so long as such action will not render the supply of water for the City or its inhabitants insufficient, and

WHEREAS an Agreement that has been in place expired on December 31, 2013, and

WHEREAS the City and the Town of Watertown as Administrators of Town of Watertown Water Districts Nos. 1, 3, 4, 5 and 6 have negotiated a succession Agreement for the Sale of Water, a copy of which is attached hereto 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 Agreement Between the City and the Town of Watertown as Administrators of the Town of Watertown Water Districts Nos. 1, 3, 4, 5 and 6, and

BE IT FURTHER RESOLVED that the Mayor Jeffrey E. Graham is hereby authorized and directed to execute the Agreement on behalf of the City.

**Seconded by**

**AGREEMENT FOR THE PROVISION OF WATER SERVICES  
BETWEEN THE TOWN OF WATERTOWN  
AND  
CITY OF WATERTOWN**

**AGREEMENT** (the “Agreement”) made this     day of             , 2014, by and between the City of Watertown, Watertown, New York 13601, (the “City”), and the Town of Watertown as Administrator for each of the Town of Watertown Water Districts 1, 3, 4, 5 and 6, Watertown, New York 13601, (the “Districts”).

**RECITALS**

- A. The City owns a water supply system (the “System”), which it operates for the purpose of supplying the City and its inhabitants with water.
- B. The City has excess capacity to produce and transport water in excess of its own needs.
- C. The Districts have requested the right to draw water from the City System for use in the Districts as they currently exist and as they may be extended and expanded during the term of the Agreement.
- D. The City may, pursuant to Section 20 of the General City Law of the State of New York and General Municipal Law Sections 118 and 118(a), enter into an agreement with the Districts to sell the right to make connections to the City System for the purpose of drawing water there from and the City may fix the prices by Ordinance/Local Law duly adopted by the City Council, so long as such action will not render the supply of water for the City or its inhabitants insufficient.
- E. The City currently has sufficient capacity to provide water at the Allocations identified at Exhibit “C”, for the term of this Agreement.
- F. The City has installed for Districts 1, District 5 (shared with the Watertown Correctional Facility) and for Districts 3, 4, and 6 combined, and will maintain appropriately sized master meter(s), for the purpose of metering water drawn from the City System. The Town has and/or will install and maintain appropriately sized meters, which meet City specifications, in Water District 5 for the purpose of ascertaining the quantity of water consumed by users in District #5. The calculation of water usage for District 5 shall be determined by the readings from those meters. The City shall read the “master meter” to the Watertown Correctional Facility at the “point of delivery” monthly and subtract the combined consumption from the meters serving District #5. The balance of water passing through the “master meter” shall be billed to the Correctional Facility.

- G. The Districts have agreed to pay to the City, for water drawn from the City System, water rents calculated pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the mutual obligations hereinafter set forth, the parties covenant and agree as follows:

**SECTION 1. – DEFINITIONS.** For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) “Site” shall mean Water Districts #1, 3, 4, 5 and 6, as currently located in the Town of Watertown and as the same may be extended during the term of this Agreement, being more particularly described on the location maps attached hereto as Exhibit “A”.

(b) “User” shall mean any individual or entity who is drawing water from the City System. There shall be a distinction between users inside the City and outside. The Districts shall be considered as users outside of the City.

(c) “New User” shall mean a person, individual or entity whose water source has not previously been from the City water system.

(d) “Allocation” shall mean the quantity of water promised to be made available to each District by the City as specified in Section 4(a) below.

(e) City – shall mean the City of Watertown, Jefferson County, New York.

(f) Districts – shall mean the Town of Watertown, Jefferson County, New York, as administrator of special improvement districts known as Water Districts #1, 3, 4, 5 and 6.

(g) Unit of Water – shall mean 100 cubic feet or 748 U.S. gallons.

(h) Point of Delivery – shall mean the connection between the City water distribution system and the Districts’ water distribution system, which point shall be at the meter pit which houses the master meter furnished by the City for determining the amount of water supplied to each District.

(i) Point of Connection – shall mean the point at which each District and the City system connect to each other and shall further mean the point at which maintenance and repair responsibilities are distinguished and separated. The point of connection for each District is described on Exhibit “B” hereto.

**SECTION 2. – TERM OF AGREEMENT.** The term of this Agreement shall be five (5) years commencing July 1, 2014, unless earlier terminated as per this section. This Agreement may be renewed by each District for additional five (5) year periods on the same terms and conditions of this Agreement, provided such District is not in default of any of the provisions of the Agreement and further provided that any allocations of water in addition to those guaranteed herein, shall be open to negotiation, along with the capital cost to provide said additional allocation, provided however, that the City shall be under no obligation to provide additional allocations or incur any capital expense. Either party may give written notice to the other at least twelve (12) months prior to its intent not to renew as to each District.

**SECTION 3. – APPLICABLE LAW.** This Agreement shall in all respects be subject to Section 20 of the General City Law and Section 118 and 118(a) of the General Municipal Law. The City shall not be liable for any act done by it pursuant to the provisions of such law.

**SECTION 4. – WATER TO BE FURNISHED.**

(a) The City agrees to furnish and the Districts agree to purchase and take a supply of potable water from the same water supply as that used within the City. The maximum allocation for each District shall be as set forth on Exhibit “C” based on daily average flows over an annual basis, and the City agrees to deliver said gallons per day at the defined gallon per minute flow rate of the agreed upon gallons per day maximum allocation divided by 1,440 minutes per day. The Town is required to provide the City with copies of approved Water Supply Permits from the NYSDEC for the allocations requested for each District.

(b) The City’s responsibility for the water quality at any point beyond the point of connection shall be limited to conditions or requirements set forth in applicable state and federal legislation or regulation. Each District bears the responsibility for maintaining the water quality at any point beyond the point of connection. Each District shall be responsible for compliance with any state and federal legislation or regulation regarding water quality and testing beyond the point of delivery, unless the state or federal legislation or regulation specifically places responsibility with the City as the supplier of water.

(c) The City reserves the right to limit the Districts’ allocations to the quantity and flow rate set forth in Section 4 (a) and Schedule C. In the event that the usage shall consistently exceed the allocation (four months out of any six month period) then either party may reopen the Agreement for further negotiations on thirty (30) days’ written notice to the other.

**SECTION 5. – WATER SHORTAGE.** In the event of any water emergency or shortage, the City agrees to notify the Districts promptly of such shortage or emergency in order that the Districts may have reasonable time to procure an alternate source of supply or notify the users, and until such source may be procured by the Districts, the City agrees to exercise reasonable diligence in continuing an adequate supply of water. The Districts agree that the City shall not be liable for consequential damage arising from an inability to provide water due to shortage or emergency.

**SECTION 6. – MAINTENANCE.** Each District shall provide and maintain all water mains and appurtenances within that District beginning at its “point of connection”, with the City’s water distribution system, as set forth in Section 13(b). Each District’s water mains and appurtenances shall include, but not be limited to, the pipes, fittings, meter pit, back-flow devices, valves, and service lines, but shall not include the master meter which shall be provided and maintained by the City for the purpose of determining the quantities of water supplied to each District.

**SECTION 7. – WATER RENT.**

(a) The outside user rate for the Town of Watertown Districts for the term of this Agreement shall be the rate established by Sect. 301-17A(2) of the Code of the City of Watertown (rate for usage of the first 400 cubic feet) as the same may, from time to time, be amended. This rate shall be the uniform rate for all usage under this Agreement.

(b) The Districts’ water rents shall be billed monthly and paid to the City Comptroller’s office monthly within thirty days of the rendering of a bill by the City.

(c) Late payments or failure to make payments within thirty days of rendering of a bill will subject each District to a surcharge of ten percent of the current bill.

(d) Each District acknowledges the continuing nature of the services provided by the City under this Agreement and that the monthly billing by the City does not affect the District’s obligation to pay for water provided during the term of this Agreement. The City billings shall not be construed as accruals of causes of action.

(e) It is agreed that should flushing meter(s) be installed at mutually agreed upon critical points within the Town of Watertown Districts for the purpose of sustaining regulatory required water quality performances, and given the mutual understanding that such flushing is in the best interests of both the Town of Watertown and the City of Watertown, and further given the recognition that the quantity of water employed in such flushing is monitored, recorded and reported to the City of Watertown, the City of Watertown will deduct the quantity of flushing water from the metered sales to the respective Town of Watertown District prior to the computation of billings. The quantity of flushing water shall not be applied against the respective District allocation.

**SECTION 8. – METER SYSTEM AND SERVICE PIPES.**

(a) The City requires and the City has the right to specify the requirement of any pit or metering devices to calculate the amount of water used by each District.

(b) The City reserves the right to inspect, test, repair and replace the water meters as required unless same is necessitated by the negligence, recklessness or intentional acts of any District.

(c) The City requires each District to install approved backflow devices after all meters at each Point of Delivery.

(d) Each District shall be responsible for safeguarding the meter which shall be housed at the expense of each District in a meter pit or other structure approved by the City and suitable for housing of a meter. The meter shall be accessible to the City and its authorized employees at all times. Expenses incurred as a result of failure to protect the meter will be the responsibility of each District.

(e) Meters shall not be interfered with or removed by any person except an authorized employee of the City or its contractor. Seals placed on the meters, valves, or other fittings shall not be tampered with or broken. If a seal is broken, the meter will be removed, tested, and replaced, if necessary, at the expense of each District.

(f) The Superintendent of the Water Department of the City, an inspector, or any other designated employee may, at any reasonable time, enter the premises of any District for the purpose of examining pipes, hydrants, and any other fixtures for the purpose of determining or ascertaining the quantity and quality of water used and the manner of its use.

**SECTION 9. – ALLOWED USERS.** Only Sites, as set forth in Exhibit “A” or as may be extended, and permitted users as herein defined under the authority of this Agreement shall be connected to the City’s system under the authority of the Agreement.

**SECTION 10. – ADDITIONAL USERS.**

(a) Each District shall notify the City of any additional users being added within that District. Before any additional users are added to that District’s facilities, a permit must first be obtained from the City.

(b) A permit fee of \$25.00 for such permit for each service shall be payable to the City regardless of service line size.

(c) Connection fees shall also be charged based on the size of the service line serving each building or structure. The connection fees and total fees shall be established as detailed below:

**PERMIT AND CONNECTION FEE SCHEDULE**

<u>Service Line Size</u>	<u>Connection Fee</u>	<u>Permit Fee</u>	<u>Total Fee</u>
3/4”	100.00	25.00	125.00
1”	150.00	25.00	175.00
1-1/2”	225.00	25.00	250.00
2”	300.00	25.00	325.00
3”	450.00	25.00	475.00
4”	600.00	25.00	625.00

6"	900.00	25.00	925.00
8"	1,200.00	25.00	1,225.00
10"	1,500.00	25.00	1,525.00

(d) The City’s permitting authority is purely ministerial to assure the ability to provide services consistent with the approved allocation set forth in Section 4(a) and federal and state regulations.

(e) Any unauthorized connection, may, at the election of the City, result in the imposition of a penalty as set forth in Section 14.

(f) The Districts shall provide the City annually, on July 1 of each year, a current list of users in each District.

**SECTION 11. – CITY REPRESENTATIONS AND WARRANTIES**

The City represents and covenants that:

(a) It has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and its governing body has, by necessary and appropriate resolutions, authorized the execution and delivery of the Agreement by the officer or representative so executing the same;

(b) This Agreement constitutes a legal, valid and binding obligation of the City and is enforceable in accordance with its terms; and

(c) It will, at all times, make reasonable efforts to comply with all local, state and federal laws and regulations necessary to operate a Water Supply System and it will make reasonable efforts to secure and maintain all necessary local, state and federal permits required to operate a Water Supply System.

(d) The City agrees not to sell water to any other outside users, other than those users connected to the Development Authority of the North Country line, at a rate that is less than that charged to the Districts without the express written approval of the Town as Administrators for the Districts, unless the City also offers such a lower rate to each District. This covenant shall and will not apply to large outside users that connect directly to the City Water Plant, bypassing the City’s water distribution system.

(e) The City shall make a good faith effort to require all outside users to go through the same permitting process as the Districts for new connections.

(f) The City has sufficient facilities and sources to provide the allocations set forth in Section 4 (a), but makes no representation as to facilities and source for additional allocations at the time of contract renewal.

**SECTION 12. – THE DISTRICTS’ REPRESENTATIONS AND WARRANTIES.**

Each District represents and warrants that:

- (a) It has been properly formed and approved.
- (b) It has full power and authority to execute and deliver this Agreement on behalf of the District and to perform its obligations hereunder;
- (c) This Agreement constitutes a legal, valid and binding obligation of the District and is enforceable in accordance with its terms;
- (d) Each District shall immediately notify the City of any emergency or condition which may affect the quality of water in either party’s system and will assist in all reasonable efforts to mitigate and correct any harm resulting from such occurrence;
- (e) Each District shall comply with any state or federal regulations regarding water quality and testing beyond the point of connection;
- (f) Each District shall immediately comply with any direction from the City to shut off service on an emergency basis if required to prevent contamination of the City system by failure or any back flow device, or other justifiable cause.

**SECTION 13. – REPAIRS.**

- (a) The City shall be solely responsible for all maintenance and repair necessary to those portions of the System located entirely within the City boundaries to the point of delivery, except as set forth in Section 13(b) and (c) below.
- (b) Each District shall provide for and perform all maintenance and repair necessary to those portions of the water line and appurtenances located within and/or serving that District from the “point of connection” with the City of Watertown’s water distribution system as defined in Paragraph (h) of Section 1.
- (c) All other provisions of this Section 13 notwithstanding, if any District engages or allows others to engage in any activity which causes damage resulting in the need for repair to any portion of that District Facilities or the City’s System, the costs of such repair, if undertaken at City expense, shall be borne 100% by the District.

**SECTION 14. – PENALTIES.** The breach by any District of any covenant, condition or limitation may, at the discretion of the City, result in the imposition of a penalty of \$100.00 per day.

**SECTION 15. – ASSIGNMENT.** No District may assign, transfer or otherwise dispose of this Agreement or its right, title or interest herein, without the previous written consent of the City.

**SECTION 16. – TERMS TO BE EXCLUSIVE.** This Agreement contains the sole and entire understanding between the parties.

**SECTION 17. – WAIVER AND MODIFICATION.** No waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy provided for in this Agreement shall not constitute a waiver of performance of any such covenant, agreement, term or condition.

**SECTION 18. – NEW YORK STATE LAW APPLIES.** This Agreement, the performance hereunder, and all actions and special proceedings relating hereto shall be construed in accordance with, under and pursuant to the laws of the State of New York.

**SECTION 19. – SEVERABILITY.** All provisions contained in this Agreement are mutual, related and non-severable. In the event any provision of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such determination shall require immediate renegotiation of this Agreement.

**SECTION 20. – NOTICES.** Any notice under this Agreement shall be in writing, registered on certified paper, or hand delivered and shall be deemed to have been duly given when mailed, postage prepaid, to the parties at the address set forth below, or at such other address as either party may designate from time to time by notice hereunder or actually delivered.

<u>Party</u>	<u>Address</u>
City of Watertown	City Manager Municipal Building 245 Washington Street Watertown, New York 13601
Districts 1,3,4,5 & 6	Supervisor, Town of Watertown 22867 County Route 67 Watertown, New York 13601

**SECTION 21. – HEADINGS AND CONSTRUCTION.** The paragraph headings of the Sections in this Agreement are inserted only as a matter of convenience, are not a part of this Agreement, and in no way define, limit or affect this Agreement or any provision thereof. Each covenant and agreement binding the parties shall be construed, absent an express contrary provision, as being independent of each and every other covenant contained herein, and compliance with any or all other covenants contained herein.

**SECTION 22. – NUMBER AND GENDER.** Words of gender and number used in this Agreement shall be deemed to mean any other gender or number when the sense requires.

**SECTION 23. – EXHIBITS.** Exhibits “A”, “B”, and “C” are attached hereto, and are intended to be a part hereof, as if set forth herein at length.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the day and year first set forth above.

CITY OF WATERTOWN

By: \_\_\_\_\_  
Jeffrey E. Graham, Mayor

TOWN OF WATERTOWN

By: \_\_\_\_\_  
Joel R. Bartlett, Supervisor



## **EXHIBIT “A”**

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Location Maps of the Town of Watertown Water districts #1,3,4,5 and 6, on file in the offices of the Town and also in the office of the Superintendent of Water shall be considered to be part of this Agreement as if they were attached, hereto.

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# **EXHIBIT “B”**

## **District #1**

### **Arsenal Street Line**

The point of connection between the District’s water line on Arsenal Street and the City of Watertown’s water distribution system shall be the first joint in the 8” water line easterly from the District’s meter pit on Arsenal Street.

### **Coffeen Street Line**

The point of connection between the District’s water line on Coffeen Street and the City of Watertown’s water distribution system shall be the first joint in the 10” water line easterly from the District’s meter pit on Coffeen Street.

## **Districts #3, #4 and #6**

### **Washington Street Line**

The point of connection between the Districts’ water line on Washington Street and the City of Watertown’s water distribution system shall be the point at which the District’s 4” water line connects to the 12”x 4” tee located on the City’s 12” water main; said point is located approximately 12 feet westerly from the District’s meter pit.

## **District #5**

### **Cook Road Subdivision**

The point of connection (as defined in this Agreement) between the District’s water line and the City of Watertown’s water distribution system shall be the point at which the 4” service connection to the Watertown Correctional Facility “master meter” pit connects to the 12” x 4” tee on the 12” water main in Washington Street near the city limit.

Upon disturbance or change of any of the lines which may affect the point of connection, the City and Town will agree as to the point of connection.

**EXHIBIT “C”**

**ALLOCATIONS**

District # 1	300,000 gallons per day
District #3 and District # 4 - Combined	125,000 gallons per day
District #5	14,000 gallons per day
District #6	30,000 gallons per day



Michael J. Sligar  
Superintendent

Julie Bailey  
Principal Account Clerk

## Water Department City of Watertown, New York

Municipal Building, Suite 202  
245 Washington Street  
Watertown, New York 13601

Phone: (315) 785-7757  
Fax: (315) 785-7738  
Email: [msligar@watertown-ny.gov](mailto:msligar@watertown-ny.gov)

Aaron T. Harvill  
Chief Plant Operator  
Water Treatment

R. Mark Crandall  
Chief Plant Operator  
Wastewater Trmt

Kevin Patchen  
Supervisor  
Water Distribution

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**Date:** June 12, 2014  
**To:** Sharon Addison, City Manager  
**From:** Michael J. Sligar, Superintendent of Water  
**Subject:** **Town of Watertown Water Service Agreement, Districts 1, 3, 4, 5 and 6**

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1. The Water Service Agreement for Town of Watertown Districts 1, 3, 4, 5 and 6 expired December 31, 2013. The agreement was, however, extended by mutual consent by and between the City and the Town under the terms of the expired agreement until such time as the new agreement can be put in place.
2. The language of the agreement has been modified in only two areas:
  - a. Section 2: the term of the agreement has been changed to 5 years (previously 3); renewal procedures are unchanged.
  - b. Section 7: the water rent, that is, the rate by which the Town Districts would be billed shall be the "tier 1" rate as specified in the City Code § 301-17A(2) regardless of the quantity of water used. This is no change from the existing practice. Further, Section 7 (b) and (c) expanded the time for late payment fees to be assessed from twenty days to thirty days. This is because the Town must secure approvals from the Town Board for each payment and from time to time the schedule of Town Meetings and the dates of City Billings are such that 20 days proved to be an unintended burden for the Town. The extra ten days is to address this problem. Lastly, Section 7 adds language in its subparagraph (e) enabling the deduction of the quantity of water used in flushing hydrants from the quantity that would be billed (this is the same as what is done for the flushing conducted inside the City). The flushing water is an "overhead" that is accounted for and billed with the water rates that are established. The installation of a metered flushing hydrant by the Town at Rices Road was encouraged by the City as it benefits the City as much as it does the Town with respect to disinfection by-product formations.

Res Nos. 14, 15, 16

May 30, 2014

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject; Fiscal Year 2014-15 Budget Resolutions

Attached for City Council consideration are resolutions associated with the adoption of the Fiscal Year 2014-15 Budget.

Prior to the adoption of the budget resolutions, City Council is required to hold a public hearing on the proposed Local Law to override the property tax cap for the Fiscal Year 2014-15 General Fund Budget. Only if the Local Law is enacted may City Council consider adopting the budget resolutions as presented.

This first resolution establishes the Property Tax Rate for Fiscal Year 2014-15 at \$7.976 per \$1,000 of assessed valuation. This represents a 9.28% increase in tax rates from the current Fiscal Year. The final tax levy increase is \$8,302,601 which is a 10.40% increase over the current year.

The second resolution approves the City's Operating Budgets for the upcoming fiscal year. Combined appropriations of \$51,917,513 are being approved for the General, Water, Sewer, Library and Tourism Funds. An appropriation of \$8,600,972 is proposed for the Reserve and Self Funded Health Insurance Funds.

The third resolution approves the Capital Program budget for Fiscal Years 2014-15 through 2018-19.

# RESOLUTION

Page 1 of 1

Establishing Property Tax Rate for  
Fiscal Year 2014-15

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

Total .....

YEA	NAY

***Introduced by***

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WHEREAS the City Council of the City of Watertown, New York has determined the Budget for 2014-15 for all operating funds for the City of Watertown in the amount of \$51,917,513 of which \$39,721,991 is the General Fund, and of this amount in the General Fund \$8,302,601 is to be raised by taxes on real estate and \$17,160 is to be collected in omitted City taxes,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that the tax on real estate in the amount of \$ 8,302,601 is hereby levied and the rate to produce \$ 8,285,441 of this levy is hereby established at \$ 7.976 per \$1,000 of assessed valuation, and the remaining \$17,160 is to be collected in omitted taxes. This resolution shall be effective upon the filing of Local law No. 2 of 2014 with the New York Secretary of the State.

**Seconded by**

# RESOLUTION

Page 1 of 1

Approving 2014-15 Operating Budgets,  
City of Watertown New York

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

Total .....

YEA	NAY

### *Introduced by*

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WHEREAS the City Council of the City of Watertown, New York has met and considered the Proposed Budget for the City of Watertown for Fiscal Year 2014-15 and it has conducted public hearings on the Proposed Budget and has determined that revenues and appropriations for the several funds in the Budget for 2014-15 will be amended as indicated in the Budget Detail of Changes of Revenues and Appropriations, which detail is attached and made a part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby adopts the Budget for the City Government for Fiscal Year 2014-15 in the total amount of \$51,917,513 of which in the General Fund \$31,419,390 to be raised by estimated revenues other than real property taxes, \$17,160 is estimated to be received from omitted taxes and \$8,285,441 is to be raised by real property tax levy. In adopting the Budget, the City Council hereby appropriates \$51,917,513 for all operating funds, and

BE IT FURTHER RESOLVED that in adopting the Budget, the City Council hereby appropriates \$8,600,972 for all reserve funds, and

BE IT FURTHER RESOLVED that in adopting the Budget, the City Council approves the Budget Detail of Changes in Revenues and Appropriations to the Proposed Budgets, which is attached and made a part of this resolution.

### **Seconded by**

Fiscal Year 2014-15 Detail of Changes in Revenues and Appropriations to the Proposed Budgets

<b>GENERAL FUND BUDGET:</b>		<u>Proposed</u>	<u>Adopted</u>	
		<u>Budget</u>	<u>Budget</u>	<u>Change</u>
<u>REVENUES:</u>				
A.0000.1001	Property Taxes	\$ 9,294,927	\$ 8,302,601	\$ (992,326)
A.0000.1110	Sales Tax	\$ 17,400,000	\$ 17,490,000	\$ 90,000
A.0000.5031	Interfund Transfers	\$ 194,600	\$ 290,100	\$ 95,500
	Total Revenues	\$ 39,582,317	\$ 38,775,491	\$ (806,826)

<u>APPROPRIATED FUND BALANCE:</u>				
A.0000.0909	Appropriated Fund Balance	\$ -	\$ 600,000	\$ 600,000

<u>APPROPRIATIONS:</u>				
A.1010.0110	City Council Salaries	\$ 50,692	\$ 51,704	\$ 1,012
A.1010.0430	City Council Contracted Services	\$ 7,500	\$ 15,300	\$ 7,800
A.1010.0810	City Council Retirement	\$ 9,567	\$ 9,767	\$ 200
A.1010.0830	City Council Social Security	\$ 3,876	\$ 3,953	\$ 77
A.1364.0430	Property Acquired - Contracted Services	\$ 61,250	\$ 31,250	\$ (30,000)
A.1420.0440	Law - Fees	\$ 321,500	\$ 300,000	\$ (21,500)
A.1670.0250	Central Printing & Mailing - Equipment	\$ 9,915	\$ -	\$ (9,915)
A.1990.0430	Contingency	\$ 643,000	\$ 618,000	\$ (25,000)
A.3410.0230	Fire - Vehicle	\$ 38,000	\$ -	\$ (38,000)
A.7110.0430	Thompson Park - Contracted Services	\$ 47,705	\$ 55,205	\$ 7,500
A.9512.0900	Transfer to Library Fund	\$ 1,322,665	\$ 1,298,665	\$ (24,000)
A.9950.0900	Transfer to Capital Fund	\$ 545,000	\$ 470,000	\$ (75,000)
	Total Appropriations	\$ 39,928,817	\$ 39,721,991	\$ (206,826)

**LIBRARY FUND BUDGET:**

<u>REVENUES:</u>				
L.0000.5031	Interfund Transfer	\$ 1,322,665	\$ 1,298,665	\$ (24,000)
	Total Revenues	\$ 1,388,770	\$ 1,364,770	\$ (24,000)

<u>APPROPRIATIONS:</u>				
L.9950.0900	Transfer to Capital Fund	\$ 134,000	\$ 110,000	\$ (24,000)
	Total Appropriations	\$ 1,388,770	\$ 1,364,770	\$ (24,000)

**TOURISM FUND BUDGET:**

<u>APPROPRIATED FUND BALANCE:</u>				
CT.0000.0909	Appropriated Fund Balance	\$ -	\$ 7,500	\$ 7,500

<u>APPROPRIATIONS:</u>				
CT.9510.0900	Transfer to General Fund	\$ 180,100	\$ 187,600	\$ 7,500
	Total Appropriations	\$ 240,100	\$ 247,600	\$ 7,500

**COMPENSATION RESERVE FUND BUDGET:**

<u>APPROPRIATED FUND BALANCE:</u>				
CR.0000.0909	Appropriated Fund Balance	\$ -	\$ 88,000	\$ 88,000

<u>APPROPRIATIONS:</u>				
CR.9510.0900	Transfer to General Fund	\$ -	\$ 88,000	\$ 88,000
	Total Appropriations	\$ -	\$ 88,000	\$ 88,000

# RESOLUTION

Page 1 of 1

Approving 2014-15 through 2018-19  
Capital Program Budget, City of Watertown,  
New York

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

Total .....

YEA	NAY

***Introduced by***

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WHEREAS the City Council of the City of Watertown, New York has met and considered the Proposed Budget for the City of Watertown for Fiscal Year 2014-15, including the Proposed Capital Program for the years 2014-15 through 2018-19 and has conducted public hearings on the Proposed Capital Program Budget, and has determined that the projects as listed in the Capital Program as amended by the attached detail report, which is made a part of this resolution, shall constitute the Capital Program,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York hereby adopts the Capital Program Budget for the years 2014-15 through 2017-18.

**Seconded by**

**Capital Budget Detail of Changes to Proposed Budget  
FY 2014-15 through FY 2018-19**

Capital Project	Proposed FY 2014-15	Adopted FY 2014-15
City Court Expansion	\$ 0	\$948,000
Sidewalk Assessment Program	\$ 150,000	\$ 0

Res No. 17

June 13, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Franchise Agreement Between the City of Watertown and Top Shelf Hockey, LLC

Attached for Council's consideration and approval is a Franchise Agreement for the professional hockey team with Top Shelf Hockey, LLC. This agreement is for a one-year period and expires on March 31, 2015.

This Agreement has been reviewed by City Attorney Robert J. Slye. As stated in the attached report of Parks and Recreation Superintendent Erin E. Gardner, this is the City's first time working with Top Shelf Hockey LLC, and we are looking forward to a successful relationship. We are eager to welcome an "A" level professional hockey franchise to call the Watertown Arena home.

A resolution is attached for Council consideration.

RESOLUTION

Page 1 of 1

Approving Franchise Agreement Between the City of Watertown and Top Shelf Hockey, LLC

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

Total .....

YEA	NAY

**Introduced by**

\_\_\_\_\_

WHEREAS the City of Watertown owns and operates a facility known as the Watertown Municipal Arena, a community recreational facility, and

WHEREAS the City of Watertown desires to promote recreational activities at the Watertown Municipal Arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City, and

WHEREAS in pursuit of that valid public purpose, the City of Watertown desires to enter into a Franchise Agreement with Top Shelf Hockey, LLC, and

WHEREAS Top Shelf Hockey, LLC owns and operates a semi-professional hockey team, as a member and franchise of the Federal Hockey League, and

WHEREAS Top Shelf Hockey, LLC desires to enter into a Franchise Agreement with the City of Watertown to have its team play hockey games within the confines of the Watertown Municipal Arena,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Franchise Agreement between the City and Top Shelf Hockey, LLC, a copy of which is attached hereto and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute the Franchise Agreement on behalf of the City of Watertown.

**Seconded by**

## **FRANCHISE AGREEMENT**

### **THE CITY OF WATERTOWN, NEW YORK AND TOP SHELF HOCKEY, LLC**

This Franchise Agreement is being made and is intended to be effective as of October 1, 2014 between THE CITY OF WATERTOWN, NEW YORK, with principal offices located at 245 Washington Street, Watertown, New York 13601 (“City”) and TOP SHELF HOCKEY LLC (the TSH) with principal offices located at 820 West Main Street, Watertown, New York 13601.

#### **INTRODUCTION**

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a community recreational facility known as the Alex T. Duffy Fairgrounds (the “Fairgrounds”); and

WHEREAS, the Fairgrounds contains many venues, one of which is the Municipal Arena which is used for activities including, but not limited to, an ice rink and bleachers for skating and games; and

WHEREAS, the City desires to promote future recreational activities at its Arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City; and

WHEREAS, in pursuit of that public purpose, the City desires to contract with TSH, an “A” level professional hockey franchise which competes in the Federal Hockey League, for use by TSH of the Watertown Arena as its home venue; and

WHEREAS, the parties desire to set forth an agreement by which TSH may enjoy a franchise for the use of the City facilities at the Watertown Ice Arena for the 2014-2015 professional hockey season in consideration of mutual covenants and agreements as stated herein, the City and TSH agree as follows:

#### **AGREEMENT**

##### **Section 1 – Term of Franchise**

The term of this Franchise Agreement shall be from the period from October 1, 2014 through March 31, 2015.

##### **Section II – Franchise Facilities Use Grant**

The City grants TSH a franchise for the use of the following facilities at the Watertown Arena:

a. TSH shall have exclusive access to a locker room identified on the building diagram attached as Exhibit "A" as the "home locker room." TSH shall be furnished with a key to the "home locker room", but not a key to the Ice Arena. TSH agrees that the "home locker room" must be completely vacated by TSH two (2) hours prior to any and all scheduled high school hockey games, Minor Hockey tournaments, and figure skating shows or events. For purposes of the storage of TSH equipment and gear at the time of vacating for such events, all such equipment and gear will be stored in the visitor's locker room at the Grandstands. The risk of loss for TSH equipment and gear shall remain with TSH during the term of this Franchise.

b. TSH may locate a "pro shop" within the Ice Arena. Only souvenirs, equipment and merchandise related to TSH, Federal Hockey League or their sponsor may be sold at the pro shop. The risk of loss of all merchandise, equipment or souvenirs shall remain with TSH during the term of this Franchise.

c. At the time of any home TSH game, other locker rooms shall be made available to the opposing team and to the officials two (2) hours before the start of the game. The opposing team's locker room is identified as the "away locker room" and the officials' locker room is identified as "officials" locker room" on Exhibit "A."

d. During the term of this Agreement, TSH will be provided a space by the City for TSH skate sharpening equipment. TSH shall not have access to, nor use, the City-owned skate sharpener, nor shall the City have access to, nor use, TSH's sharpener. TSH's sharpening equipment shall only be used to sharpen skates of TSH players, and not for other skaters.

e. TSH shall have access to the arena press box and sound system for all TSH home games at least one hour prior to game time. The equipment to be made available is the City's existing system consisting of: Odyssey Innovation Design single-unit sound system with microphone and scoreboard control panel. Only those employees needing to work from the press box are permitted in the press box area.

f. TSH will not be provided with keys or security codes for after-hours access to the Arena.

g. In the event that TSH vacates its exclusive locker room as described in Section II of this Agreement, TSH shall have access to the 'Visitors locker Room' at the Fairgrounds grandstands, shown as room 129 in Exhibit B of this Agreement. This space will be provided for the purpose of storage for hockey and other team-owned equipment. TSH shall be furnished with a key for said locker room. TSH acknowledges that the 'Visitors Locker Room' does not meet applicable building codes for occupation as a residence, and therefore are to be used solely for the purpose of storage and are not to be used for overnight accommodations for any employees, agents, contractors or other persons.

### Section III – Other TSH Rights and Privileges Pursuant to Franchise

In addition to grant of this franchise for use of designated City facilities, the City hereby grants an exclusive franchise to TSH for the following sales and concessions:

a. For beer and wine sales see section IV.

b. TSH shall have the exclusive right to sell signage within the arena, including sales on boards and signs further mounted or hung on the arena's walls, imbedded in the ice surface and mounted on the City-owned zamboni. All advertising placed on boards shall be non-permanent in nature and shall adhere to the City's specifications. The City reserves the right to review and approve all advertising copies prior to its installation. All advertising must be removed at the end of the hockey season. Arena staff will be responsible for installing and removing all signage. A fee of \$2,000.00 shall be paid to the City Comptroller's Office no later than October 1<sup>st</sup>, 2014.

c. TSH shall be the sole professional hockey team to hold a franchise for games for the 2014-2015 season.

#### Section IV – TSH Obligations

The following constitutes the TSH obligations in connection with the franchises granted herein:

a. Rates and Charges.

Ice time for team practices will be billed by the City at the rate of \$80.00 per hour of scheduled time. Ice time for games will be billed at \$100.00 per hour of scheduled time. Payment must be made to the City Comptroller by the 1<sup>st</sup> day of the month for that month's scheduled ice time. If full payment is not made by TSH by the 1<sup>st</sup> day of the month for that month's scheduled ice time or any other unpaid invoice is over 30 days outstanding, TSH will not be authorized use of the facility until full payment is made. An invoice will be generated by the City at the month's end for any additional ice time hours used above and beyond scheduled time by TSH, payable within 30 days. TSH shall not receive credit for any unused, but scheduled, ice time unless TSH gives the Parks and Recreation office 72 hours notice. Any unused ice time canceled with at least 72 hours notice shall be credited toward future payments due to the City, provided that if no future payments are pending or anticipated, City shall refund TSH for unused time within 30 days. TSH will pay the City a \$1000 deposit which will be applied toward the last payment due in March 2015, provided the team still has an active franchise agreement with the City. The City will refund TSH any balance of deposit that exceeds the final payment within 30 days.

b. Beer and Wine Sales.

TSH desires to provide for the sale of beer and wine at the games to be held pursuant to this Agreement, and to enter into a sub-franchise agreement with a vendor, which shall obtain a

seasonal license for beer and wine sales for the Ice Arena limited to the term of this Agreement from October 1, 2014 through March 31, 2015.

TSH sub-franchise agreement with said vendor shall provide that the vendor shall be bound by the terms and conditions of any license issued by the SLA, and shall also be bound by the terms of the City's "ABC Law, Rules and Guidelines," as the same may, from time to time, be amended. A copy of the City's current "ABC Law, Rules and Guidelines" is attached to this Agreement as Exhibit "D."

TSH shall ensure that said vendor shall provide the City with a copy of any application made to the SLA for the seasonal license. The vendor must also agree that it will discontinue the sale of alcohol at any time when directed to do so by the shift supervisor of the Watertown City Police and provide proof of vendor's liquor liability insurance coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate.

TSH acknowledges that, as the party responsible for the sub-franchisee, it is obligated not to permit the alcoholic beverages in violation of the New York Alcoholic Beverage and Control Law, the New York Penal Law, and/or the New York General Obligations Law. If it is determined that the vendor has sold beverages in violation of any of the applicable rules and regulations, including any term of this franchise, TSH right to contract with a sub-franchisee for the sale of alcohol on the premises will be immediately revoked.

TSH acknowledge that the City of Watertown is not involved in the sale of alcoholic beverages, and agrees to defend and indemnify the City, including reimbursement of the City's reasonable attorneys' fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to, or statutory duty arising from, the sale of alcoholic beverages.

TSH acknowledge that "tailgating" on City Fairgrounds property is not permitted and that TSH shall be responsible for monitoring the parking areas surrounding the Ice Arena to ensure compliance. No alcohol may be consumed on any City Fairgrounds property except within the Ice Arena.

Any changes to this agreement made necessary by the SLA or any other regulatory authority to ensure the issuance and continuation of vendor's license to offer beer and wine sales shall first be proposed, in writing, by TSH legal counsel. If the City incurs any legal fees in connection with negotiating and implementing such changes, TSH agrees to reimburse the City its reasonable legal fees and disbursements leading to the adoption of such changes.

c. Food Concessions.

TSH acknowledges that the City's concession stand will be the only source of food sold during the TSH games.

d. Liability Insurance/Worker's Compensation Insurance.

TSH shall provide commercial general liability insurance, naming the City as an additional insured to the City's specifications of coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00, for the term of this franchise. The certificate of insurance must reflect that the additional insured status is in effect for the entire term of this Franchise Agreement, and further reflect that the City shall be entitled to at least 30 days' prior written notice of any cancellation of TSH's insurance for any reason whatsoever. Proof of Insurance shall be provided to the City before October 1, 2014. TSH shall provide proof of Worker's Compensation Insurance to the City before October 1, 2014.

e. Code Compliance.

TSH acknowledges that all activities are subject to the provisions of the New York State Fire Prevention and Building Code.

f. Security.

TSH shall provide readily identifiable security by a professional security force for each home game. Any private security firm used by TSH shall be registered with the NYS Department of State per N.Y. Gen. Bus. Law Section 89-G. Such professional security force shall be adequate to maintain safety and discipline among the attendees. In the event the City's Superintendent of Parks and Recreation determines, in her sole discretion, that, at any event, already in progress or otherwise, that TSH security is inadequate, the City shall have the right to require additional security be provided; or to suspend future games until the TSH agree to provide additional security. Inadequate security may be considered a breach of this Agreement.

g. Damages.

In the event any of the locker rooms, restrooms, office space, or any other public areas are damaged by actions attributable to TSH, their opposing team, or the fans, the repairs to such damage shall be the responsibility of TSH and shall be promptly performed by the City. TSH shall be billed for the costs (materials and labor) associated with the damages. The invoice shall be due and payable within 30 days.

h. Cleaning After Games.

TSH shall provide a cleaning staff, following each home game, to clean the arena, including cleaning of all locker rooms; cleaning of all restrooms; cleaning of all areas where beer and wine sales are made; and cleaning of the bleachers. All cleaning and disposal of trash, rubbish, etc. must be performed by TSH on the same night when a game is held, and to the satisfaction of the City's Superintendent of Parks and Recreation or his/her designee.

i. Trash Removal.

The parties agree that TSH shall pay \$1,000.00, for the term of this Agreement, for trash removal from the Arena. Said payment shall be due on or in advance of October 1, 2014.

j. Restroom Capacity Compliance.

TSH acknowledge that the ice arena as currently configured complies with all State Codes for restroom facilities and has the capacity to service a crowd of 320 people. In the event any game is anticipated to draw in excess of 320 people, TSH shall make arrangements to bring in as many comfort stations as necessary to accommodate the anticipated public attendance. The determination of the City Codes Enforcement Supervisor in connection with the number of comfort stations necessary to meet the necessary demand shall be binding upon TSH. The City's Bureau of Code Enforcement is empowered to determine the Building Code requirements and whether compliance is achieved. All portable comfort stations shall be located outdoors in an area to be designated by the City Engineer.

k. After-hours Access.

If TSH requires after-hours/holiday access to the Arena facility, TSH shall arrange for the same in advance and reimburse the City Comptroller for its minimum 2-hour billable employee rate.

l. Hold Harmless.

TSH shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity by reason of TSH operation, use, or occupation of designated facilities, and resulting from any act or omission of TSH or any of its officers, agents, employees, guests, patrons or invitees. The liability insurance in the type and amounts identified in Section IV, naming the City as an additional named insured shall be sufficient for purposes of meeting TSH obligations under this paragraph.

Section V – City Obligations.

The City agrees to undertake the following obligations:

- a. The City shall provide the locker rooms, pro shop, skate sharpener space, and Grandstands visitor locker room required by this Agreement.
- b. The City will maintain the ice in good condition.
- c. The City will undertake a good faith effort to reasonably schedule practice ice time at levels comparable to the Privateer's schedule for the 2013-2014 season.
- d. Prior to the commencement of this Franchise Agreement and for the term thereof, the City shall have on hand extra glass for the rink board in the event glass breaks during practice or

games. TSH will be billed for the costs (materials and labor) associated with any replacement, but City employees will be responsible for installing replacement glass as expeditiously as possible. The invoice is payable within 30 days.

e. The City shall indemnify and hold the TSH harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity by reason of any act or omission of the City or any of its officers, agents, employees, guests, patrons or invitees.

#### Section VI – Anticipated Home Games and Contingency.

TSH will proceed to schedule between 26 and 30 home games during the 2013-2014 hockey seasons. Of these home games, it is anticipated that approximately 1/3 will be scheduled on a Friday night, 1/3 games will be scheduled on a Saturday night, and 1/3 will be scheduled from Sunday through Thursday.

The parties further anticipate TSH participation in playoff games, which games will also likely be evenly split for scheduling purposes.

The parties to this Agreement agree to work together to schedule home games in such a fashion as to result in a minimum disruption to other groups or individuals utilizing the arena ice facility.

This Agreement is expressly contingent on the mutual agreement of the parties to a schedule of games. If the parties cannot come to a written agreement on the schedule prior to October 1, 2014, this agreement will not be binding on either party and will be null and void. Each party shall bear its own expense in anticipation of performing the contract, provided that City shall refund any sums prepaid for trash and signage fees hereunder.

#### Section VII – Maintenance.

The City agrees that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this Franchise Agreement, and at its own expense. The City further agrees that it shall bear the cost of electric facilities and electric service to the premises, except as otherwise provided herein.

#### Section VIII – Return of Premises.

TSH agrees to return all franchised premises to the City, upon the expiration of this Franchise Agreement, in as good condition as when TSH received possession of the premises, reasonable wear and tear excepted, and excepting damage to the premises caused by others when the premises were not under the control of TSH.

TSH acknowledges that, as of the commencement of this Franchise Agreement, the TSH has received the premises in good condition.





Public Hearing – 7:30 p.m.

June 10, 2014

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject; Local Law No. 1 of 2014 – Amending Sections 253-17 and 253-28 of the City of Watertown Code of the City of Watertown

The City Council has scheduled a Public Hearing for the above subject Local Law for 7:30 pm on Monday, June 16, 2014.

Included in the Proposed Fiscal Year 2014-15 Sewer Fund Budget were increases to certain sewer rates. The metered sewer service rates were to be increased 5% and the tanker hauled sludge and leachate rates were to be increased 20%. A Local Law to put those increases into place with bills dated after July 1, 2014, was presented to Council at the June 2, 2014 meeting.

LOCAL LAW

Page 1 of 3

A Local Law amending Sections 253-17 and 253-28  
Of the City of Watertown Code of the City of Watertown

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

YEA	NAY

***Introduced by***

Council Member Teresa R. Macaluso

A Local Law to amend Sections 253-17 and 253-28 of the City of Watertown Code of the City of Watertown.

WHEREAS a public hearing was held on this amendment on June 16, 2014, at 7:30 p.m. in the City Council Chambers;

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown, New York that §253-17 of the City Code of the City of Watertown is modified to read as follows:

C. Rates.

(1) The basis for the normal sewer service charge shall be the volume of water consumed from the Public Water Supply System by the individual property owner. The rates for both domestic and industrial metered sewer service within the City of Watertown shall be as follows:

(a) QUARTERLY METER RATES:

First 1,200 cubic feet (8,976 gallons)	\$37.80 per 1,000 cubic feet (7,480 gallons)
Over 1,200 cubic feet (8,976 gallons)	\$22.05 per 1,000 cubic feet (7,480 gallons)

(b) MONTHLY METER RATES:

First 400 cubic feet (2,992 gallons)	\$37.80 per 1,000 cubic feet (7,480 gallons)
Over 400 cubic feet (2,992 gallons)	\$22.05 per 1,000 cubic feet (7,480 gallons)

# LOCAL LAW

Page 2 of 3

A Local Law amending Sections 253-17 and 253-28  
Of the City of Watertown Code of the City of Watertown

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

YEA	NAY

(c) MINIMUM CHARGE FOR QUARTERLY INSIDE CITY USE:

Meter Size	Cubic Feet	Gallons	Minimum Charge
5/8"	900	6,732	\$ 34.02
3/4"	1,500	11,220	51.98
1 "	2,700	20,196	78.44
1 1/2"	5,100	38,148	131.36
2 "	8,400	62,832	204.12
3 "	15,900	118,932	369.50
4 "	26,400	197,472	601.02
6 "	51,900	388,212	1,163.30
8 "	84,000	628,320	1,871.10
10"	120,000	897,600	2,664.90

(d) MINIMUM CHARGE FOR MONTHLY INSIDE CITY USE:

Meter Size	Cubic Feet	Gallons	Minimum Charge
5/8"	300	2,244	\$ 11.34
3/4"	500	3,740	17.33
1 "	900	6,732	26.15
1 1/2"	1,700	12,716	43.79
2 "	2,800	20,944	68.04
3 "	5,300	39,644	123.17
4 "	8,800	65,824	200.34
6 "	17,300	129,404	387.77
8 "	28,000	209,440	623.70
10"	40,000	299,200	888.30

LOCAL LAW

Page 3 of 3

A Local Law amending Sections 253-17 and 253-28  
Of the City of Watertown Code of the City of Watertown

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

YEA	NAY

(2) Eldery Exemption

Unit	Charge
1	\$ 3.78
2	\$ 7.56
3	\$11.34
4	\$15.12
5	\$18.90
6	\$22.68
7	\$26.46
8	\$30.24

And,

BE IT FURTHER ENACTED by the City Council of the City of Watertown that §253-28 of the City Code of the City of Watertown is modified to read as follows:

G. Fees for the acceptance of hauled waste for treatment at the wastewater treatment plant shall be as follows:

- (1) Four and two-tenths cents (\$0.042) per gallon for hauled waste less than or equal to 5.6% solids by weight.
- (2) For all leachate: three cents (\$0.03) per gallon.
- (3) Nine cents (\$0.09) per pound (dry weight) for hauled waste over 5.6% solids by weight

And,

BE IT FURTHER ENACTED that the Sewer Service Charges shall be instituted with the sewer bills dated on or after July 1, 2014 and contained on all bills, and

BE IT FURTHER ENACTED that this Local Law shall take effect immediately upon its being filed in the Office of the Secretary of State.

*Seconded by* Council Member Stephen A. Jennings

Public Hearing – 7:30 p.m.

June 10, 2014

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Local Law No. 2 of 2014 – Overriding the Tax Levy Limit  
Established by New York General Municipal Law §3-c

The City Council has scheduled a Public Hearing for the above subject Local Law for 7:30 pm on Monday, June 16, 2014.

As the proposed property tax levy increase exceeds the allowable levy increase pursuant to General Municipal Law §3-c (the Property Tax Cap) a local law to override the limit must be approved prior to adoption of the budget.

The updated Proposed Fiscal Year 2014-15 General Fund Budget includes a property tax levy of \$8,302,601 which represents an increase of \$781,896 or 10.40%. The property tax cap limit was \$7,837,538 which represents an increase of \$316,833 or 4.21%.

# LOCAL LAW

Page 1 of 2

A Local Law overriding the tax levy limit established by New York General Municipal Law §3-c

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

YEA	NAY

### *Introduced by*

Council Member Joseph M. Butler Jr.

A local law to override the tax levy limits established by New York General Municipal Law §3-c.

WHEREAS, the City Council of the City of Watertown desires to override the limit on the amount of real property taxes that may be levied by the City of Watertown pursuant to General Municipal Law §3-c, and to allow the City of Watertown to adopt a budget for the fiscal year beginning July 1, 2014 and ending June 30, 2015 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law §3-c; and

WHEREAS, such override is authorized by the provisions of subdivision 5 of General Municipal Law §3-c, which expressly authorizes the City Council to override the tax limit by adoption of a local law approved by a vote of at least sixty percent (60%) of the City Council.

WHEREAS a public hearing on this was held on June 16, 2014, at 7:30 p.m. in the City Council Chambers;

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF WATERTOWN, NEW YORK AS FOLLOWS:

**Tax Levy Limit Override:** The City Council of the City of Watertown, County of Jefferson is hereby authorized to adopt a budget for the fiscal year 2014-2015 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

**Severability:** If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, individual, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the

# LOCAL LAW

Page 2 of 2

A Local Law overriding the tax  
levy limit established by New York  
General Municipal Law §3-c

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

YEA	NAY

controversy in which such judgment or order shall be rendered.

**Effective Date:** This local law shall take effect immediately upon filing with the Secretary of State.

**Seconded by** Council Member Stephen A. Jennings

June 13, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Letter of Support for Local Government Efficiency Implementation Grant

Attached for City Council review is a draft letter of support for the Local Government Efficiency Implementation Grant which would fund the expansion and quality of GIS services amongst the Development Authority of the North Country, Jefferson, Lewis and Saint Lawrence Counties. Although the City of Watertown supports this grant application, we are not financially committed to the project at this time.

After extensive discussion with City staff members it is the consensus that participation in the project does not offer real or tangible benefits to the City at this time. Therefore, it's staff's recommendation to continue to be supportive of the project by assisting when necessary but decline to participate monetarily in this round of the implementation grant. The City should be open-minded about future possibilities of participation in the event that other opportunities present themselves for grant applications.

June 16, 2014

Mr. Sean Maguire  
NYS Department of State  
One Commerce Plaza  
99 Washington Ave., Suite 1015  
Albany, NY 12231

Dear Mr. Maguire:

Please accept this letter in support of the Development Authority of the North Country (Development Authority) and partners' application to the Local Government Efficiency Program (LGEP). This application will greatly benefit communities in the North Country region that have already made investments in Geographic Information System (GIS) programs and data. The City works closely with Jefferson County on GIS related projects and we support this regional effort to improve GIS services. Given the number of partnering entities and direct benefits of the project to multiple municipalities, governmental agencies, and the general public, we believe this is a strong application.

The scope of the Development Authority's proposed project includes creating a regional public map viewer serving Jefferson, Lewis, and St. Lawrence counties; a self-service map viewer and acquiring Light Detection and Ranging (LIDAR) data.

We are pleased that the Development Authority and its partners, including Jefferson County, are taking the initiative to provide better GIS services to the public and municipal governments. If funded, this project will have a positive impact across the North Country region as a whole. While the City will not benefit directly at this time, the results of this project will benefit the public as the map viewers and LiDAR datasets will be available to municipal governments and the public at large, including local businesses, schools, and universities.

Thank you for your consideration of funding the Development Authority's grant application.

Sincerely,

June 10, 2014

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Bond refinancing results

On February 18, City Council adopted a bond refunding ordinance to refinance certain outstanding serial bonds as current interest rates for municipal debt had created an opportunity for the City to lower some of its future debt service costs. The City concluded the refinancing project on May 29 and based on the results of the refinancing, the City will realize **\$346,783** in budgetary savings over the next ten years. The initial savings projected were \$287,201. Estimated savings were included in the Proposed FY 2014-15 General, Water, Sewer and Library Funds' budgets. Advance refunding opportunities were identified for the following bond issues:

- Tax-exempt bond issue dated 1/15/2005 - \$2,400,000 outstanding
- Tax-exempt bond issue dated 11/15/2005 Series B - \$2,100,000 outstanding

As part of the refunding process, the City was required to be reviewed by Moody's which reaffirmed the City's rating of Aa3. I have attached a copy of their rating report which is essentially the same as the report just released for the debt issued in April.

The soonest the City will be eligible to call any of its remaining outstanding bonds is February 2017.

**FINAL**

**CITY OF WATERTOWN, NY  
SUMMARY OF REFUNDING RESULTS  
UNINSURED Aa3; NOT BQ; NON-CALLABLE**

REFUNDS 01/15/05 BONDS (01/15/15 - 24)  
REFUNDS 11/15/05B BONDS (11/15/15 - 20)

Refunding Par Amount	4,485,000
Bond Arbitrage Yield	1.126417%
Escrow Yield	0.031963%
Refunded Bonds Par Amount	4,500,000
Average Coupon of Refunded Bonds	4.131138%

Net PV Savings	327,419.93
Percentage of PV Savings	7.275998%

Aggregate Budgetary Savings	346,783.49
Annual Budgetary Savings (6/30)	
Fiscal Year 2015	42,995.94
Fiscal Year 2016	40,981.26
Fiscal Year 2017	41,850.01
Fiscal Year 2018	42,481.26
Fiscal Year 2019	40,356.26
Fiscal Year 2020	44,709.39
Fiscal Year 2021	39,596.88
Fiscal Year 2022	19,231.25
Fiscal Year 2023	17,915.62
Fiscal Year 2024	16,665.62

**ROOSEVELT & CROSS**

\*\*\*7/15/14 DEBT SERVICE ON 01/15/05 BONDS WILL BE PAID OUTSIDE OF REFUNDING\*\*\*

# MOODY'S

## INVESTORS SERVICE

### Rating Action: Moody's assigns Aa3 rating to Watertown, NY's \$4.3M 2014 GO Bonds

---

Global Credit Research - 22 May 2014

#### Maintains Aa3 on \$20M of parity bonds

New York, May 22, 2014 --

Moody's Rating

Issue: Public Improvement Refunding Serial Bonds, 2014; Rating: Aa3; Sale Amount: \$4,330,000; Expected Sale Date: 07-01-2014; Rating Description: General Obligation

#### Opinion

Moody's Investors Service has assigned a rating of Aa3 to the City of Watertown, NY's \$4.33 million Public Improvement Refunding Serial Bonds of 2014. We maintain a Aa3 rating on approximately \$20 million of previously issued parity debt. The bonds are secured by the city's general obligation pledge as limited by the Property Tax Cap Act (Chapter 97 (Part A) of the Laws of the State of New York, 2011). Proceeds of the current issue will be used to advance refund a portion of the city's Series 2005 bonds for estimated net present value savings of \$300,000, or 6.9% of refunded par.

#### SUMMARY RATING RATIONALE

The Aa3 rating reflects the city's solid financial reserves despite volatile revenue sources, and skilled management evidenced by long-term planning and projections. The rating also incorporates a relatively high debt burden, and a modestly sized tax base that is growing but exhibits socio-economic characteristics weaker than state and national medians.

#### STRENGTHS

Solid cash levels and financial reserves

Strong financial management with long-term planning and projections

#### CHALLENGES

Socio-economic characteristics that are weaker than state and national medians

Exposure to volatile revenue sources

#### WHAT COULD CHANGE THE RATING UP:

Significant improvement of the underlying tax base

#### WHAT COULD CHANGE THE RATING DOWN:

Reduction of reserves from the current level

Significant increase in debt burden

The principal methodology used in this rating was US Local Government General Obligation Debt published in January 2014. Please see the Credit Policy page on [www.moodys.com](http://www.moodys.com) for a copy of this methodology.

#### REGULATORY DISCLOSURES

For ratings issued on a program, series or category/class of debt, this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series or category/class

of debt or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the rating action on the support provider and in relation to each particular rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on [www.moodys.com](http://www.moodys.com).

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**MOODY'S**  
INVESTORS SERVICE

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June 10, 2014

To: The Honorable Mayor and City Council

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

Subject: North Country Transitional Living Services, Inc. Residence Proposal

The attached request was received from Maureen Cean, Deputy Executive Officer of North Country Transitional Living Services, Inc. (NCTLS) for approval to add a two bedroom apartment at 497 Newell Street (Riverview Plaza) to their Apartment Treatment Program. They already have a two bedroom apartment at this location. This apartment will replace one that is somewhere else in the City.

NCTLS is required, by §41.34 of New York State Mental Hygiene Law, to contact the Chief Executive Officer of the municipality when they propose to house four or more clients at one location.

NYS Mental Hygiene laws states that the City may:

1. Approve the site,
2. Suggest an alternate location, or
3. Object to the site.

The law says that a municipality may object to a proposal if the proposed site would result in such a concentration of similar facilities within the municipality or in the area in proximity to the site that the nature and character of the area would be substantially altered.

If the City does not respond within 40 days, NCTLS may establish the proposed residence.

If the City Council wishes to respond to the proposal, a resolution can be prepared for the next Council Meeting.



# Transitional Living Services

of Northern New York

482 Black River Parkway • Watertown, New York 13601 • Tel: (315) 782-1777 • Fax: (315) 785-8628

June 2, 2014

Ms. Sharon Addison  
City Manager  
Municipal Building  
245 Washington St., Room 302  
Watertown, NY 13601



Dear Ms. Addison:

I am writing on behalf of North Country Transitional Living Services, Inc. (NCTLS), dba Transitional Living Services of Northern New York, to officially request approval to add an additional two-bedroom apartment to an existing location in the NCTLS Apartment Treatment program at the location of 497 Newell St. This notification is provided in compliance with Section 41.34 of NYS Mental Hygiene Law as it will constitute the third and fourth apartment program bed to be located at this address. Currently, one two-bedroom apartment is already under lease.

North Country Transitional Living Services, Inc. is a Not-For Profit Corporation that has provided services to adults with serious and persistent mental illness and to children with emotional disturbances in Jefferson, Lewis, and St. Lawrence Counties since our incorporation in 1977. TLS currently operates a thirty-three (33) bed Apartment Treatment program in scattered sites throughout the city of Watertown and Village of Carthage (Jefferson County). These sites are certified and regularly reviewed by the New York State Office of Mental Health. The proposed additional beds at this location will complete the replacement of a duplex located elsewhere in the City of Watertown that is no longer suitable for our program due to age and deterioration.

Under Section 41.34 of the NYS Mental Hygiene Law, the City of Watertown has the option, within forty (40) days after the receipt of this notification to:

- approve the recommended additional apartment to this site,
- offer an alternate location,
- reject this site,
- or not reply at all, which would imply your approval.



In partnership with United Way

Making the Best Care Better  
[www.tlsnny.com](http://www.tlsnny.com)

Attached to this letter is a site selection fact sheet that outlines the specifics regarding the site and the nature of the program requirements.

I would like to request your endorsement of this proposal at your earliest convenience. For your ease of reference, I appeared before City Council on June 4, 2012, the last time a similar request was made. TLS looks forward to working cooperatively with you and the City of Watertown to make this enhancement to our program. I am available to meet with you at your convenience to discuss this proposal, appear before the City Council or address any concerns you may have. I can be reached at (315) 782-1777 ext. 1020, or at [mcean@tlsny.com](mailto:mcean@tlsny.com). Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Maureen P. Cean". The signature is written in a cursive style with a large initial "M" and a long, sweeping underline.

Maureen P. Cean  
Deputy Executive Officer

c: Roger Ambrose

Enclosure

**North Country Transitional Living Services, Inc.  
Site Selection Fact Sheet**

**Municipal Officer:** Ms. Sharon Addison  
City Manager  
Municipal Building  
245 Washington St., Room 302  
Watertown, NY 13601

**Sponsoring Agency Contact:** Maureen P. Cean  
Deputy Executive Officer  
482 Black River Parkway  
Watertown, NY 13601

**Site/Area Information:** City of Watertown

**Proposed Site:** 497 Newell St. Apt. 108  
Riverview Plaza  
Watertown, NY 13601

**Property Description:** The site is a mixed use commercial and residential rental property, with a total of 30 apartment units. It was recently renovated by the property owner and is well maintained.

**Nature of Program  
Requirements:**

The reasons for the selection of this property are that NCTLS can obtain a lease for a reasonable rent, have access to up-to-date housing stock and most importantly offer fully integrated housing to our residents. The location is accessible by walking or use of the public bus system to community amenities such as mental health services, churches, and stores. It is also conveniently located next door to our offices. The Apartment Treatment program provides an opportunity for residents to transition to more independent living in a community-based, supervised residential program. Trained personnel supervise the residents based on their specific needs (i.e., at least 2-3 times/week or daily if needed). Staff provides restorative services such as developing social skills, symptom management skills, daily living skills, medication management training, and community integration skills. Crisis supports are available to residents during non-business hours. Many residents participate in activities in the community such as volunteering, work and attending school.



1869

CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 12 June, 2014

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Sidewalk Letter, Central Street

Enclosed is a letter that was originally sent to DANC concerning the condition of sidewalks on Central Street. Since DANC does not have jurisdiction over this issue, they forwarded it to the City Manager's Office, which was in turn forwarded to the City Clerk's Office.

This chain of events may constitute prior written notice for the sidewalks on Central Street. In order to remove the liability as quickly as possible, standard procedure in this situation is for Code Enforcement to cite the property owners that were the subject of the complaint and set a deadline for the sidewalks to be brought into compliance.

This complaint, which was not specified to certain properties, will require Code Enforcement to investigate all of Central Street and cite all offending property owners to make sure the prior notice is taken care of.

An alternative option would be to replace the offending sidewalks through the CDBG program now in the public comment period. Central Street is located in one of the districts meeting the CDBG criteria. The CDBG funding will likely not be available until next construction season. Delaying the repair of these sidewalks with CDBG funding means that the City would accept the liability until the work could be completed in 2015.

Staff requests Council's input on this situation.

Cc. Shawn McWayne, Code Enforcement Supervisor  
Robert J. Slye, City Attorney  
File

Wesley Grinstead  
232 Central St.  
Watertown, NY 13601  
6/3/2014

Development Authority of the North Country  
Dulles State Office Building  
317 Washington St.  
Watertown, NY 13601

Dear Development Authority of the North Country:

I am writing this letter in reference to the sidewalks along my street. It is my understanding that this Authority handles infrastructure and development. I have enclosed pictures to point out the exact condition of the sidewalks particularly on my street. I have a four month old son, whom I take on walks in his stroller. As a result of these un-passable sidewalks, I am forced to push the stroller on the street. This would not necessarily be too much of an issue except for the fact that cars travel at illegally high rates of speed without any consideration of the fact I also am in the street with my baby. I have lived in Watertown for two years, and I cannot believe these are never addressed. What is the point of having sidewalks if you cannot use them? You will notice in the pictures that there are sections where the concrete has completely been taken over or has broken, to only leave the dirt or grass behind. These need to be addressed immediately before some car comes along and hits my son and me as we have nowhere else to go along our street. I am enclosing this to the city council members as well as Channel 7 so hopefully this obvious hazard can be addressed. I wish we could clean up this street. I am sick and tired of people giving me a *look* or making a comment when I say I live on Central St. Yet, with the condition of the street there is no wonder people say what they do. Let's give them one less thing to talk about, let's make the streets safe and beautiful again. I appreciate everyone's time and attention in this matter and trust it will be looked into accordingly.

RECEIVED

JUN 04 2014

DEVELOPMENT AUTHORITY OF  
THE NORTH COUNTRY

Development Authority of the North Country

6/3/2014

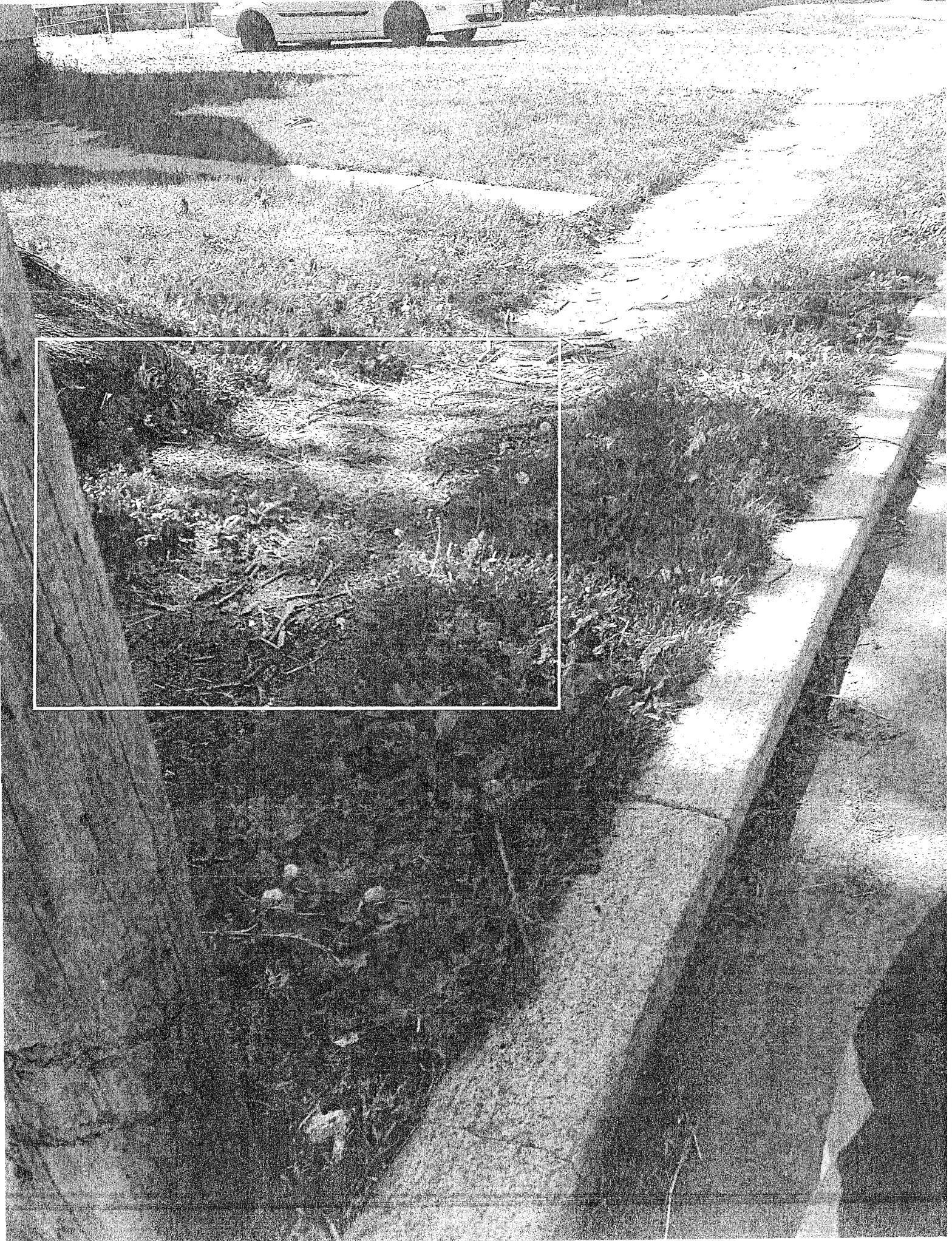
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Grinstead', written in a cursive style.

Wesley Grinstead

Cc: Roxanne Burns    Stephen Jennings  
Joseph Butler Jr.    Mayor Jeffery Graham  
Teresa Macaluso      Channel 7 News









CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

1869

DATE: 9 June, 2014

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Palmer Street Survey Report

The preliminary survey work to determine the disposition of the Palmer Street Extension is completed. There is only one portion of the street that has an issue where it encroaches onto private property. It is located at the northern end of the extension. A blowup of that section of the map is enclosed.

The area of encroachment affects the same property owner for both the east and west side of the street and it may be possible to approach the property owners to see if they are willing to do a swap of land to alleviate the encroachment. If they are amenable to this option, the City would prepare the required maps and paperwork to execute the transaction.

The purpose of the report is to seek permission to approach the property owners about the feasibility of a property swap.

If the property owners are not inclined to do a swap, the encroachment area would need to be included in the taking procedure with the rest of the Palmer Street Extension with the associated appraisal and reimbursement process.

2 Encl

Cc. Ken Mix, Planning and Community Development Coordinator  
Gene Hayes, Department of Public Works Superintendent  
Robert J. Slye, City Attorney



P.N. 8-08-101.004  
MATTHEW CANNON  
INST. NO. 2012-10231

P.N. 8-08-101.001  
HENRY R. & DOMENICA PECORI  
L. 843, P. 108

P.N. 8-08-101.000  
FRANK L. & DEBRA BATTISTA  
L. 1720, P. 269

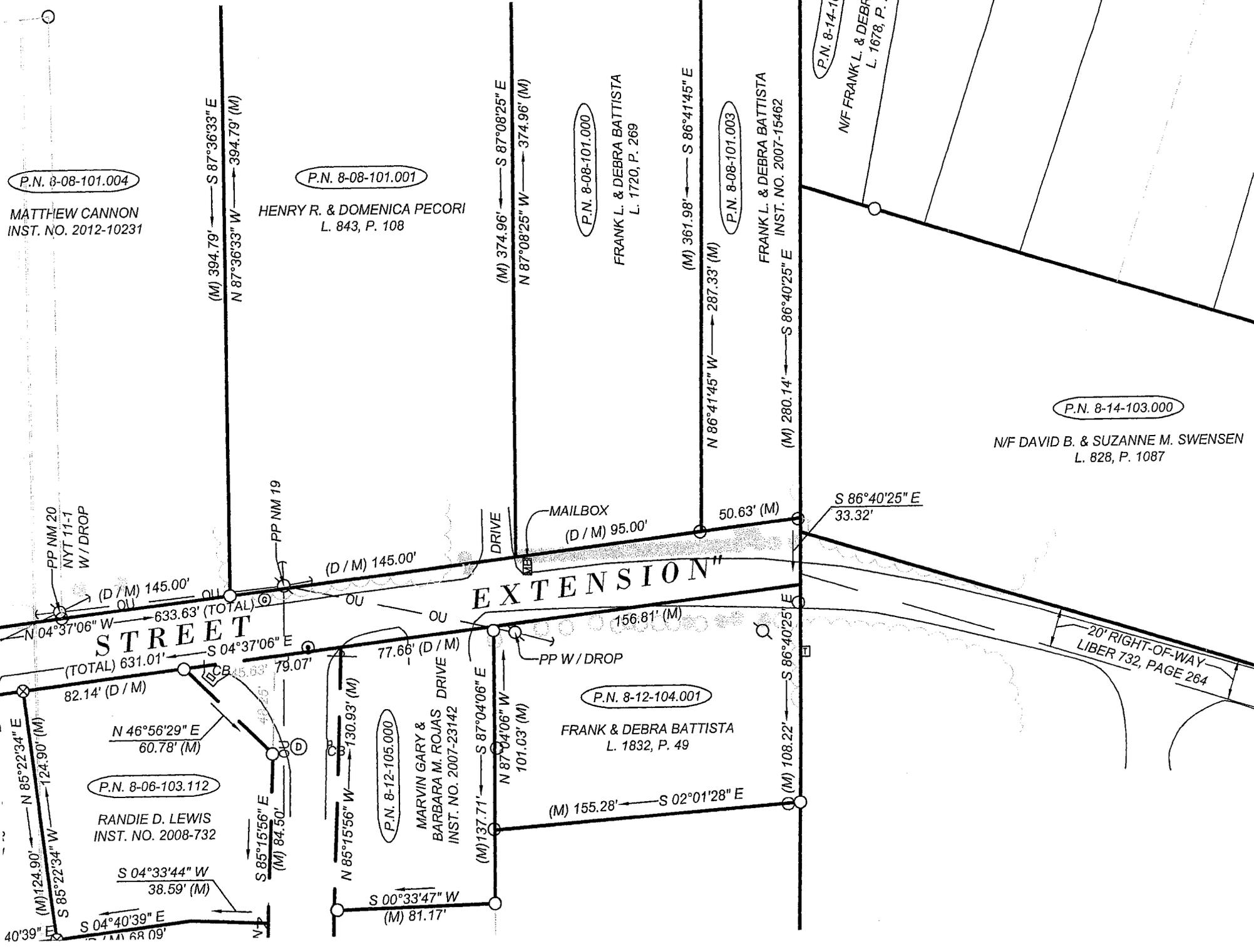
P.N. 8-08-101.003  
FRANK L. & DEBRA BATTISTA  
INST. NO. 2007-15462

P.N. 8-14-103.000  
N/F DAVID B. & SUZANNE M. SWENSEN  
L. 828, P. 1087

P.N. 8-12-104.001  
FRANK & DEBRA BATTISTA  
L. 1832, P. 49

P.N. 8-06-103.112  
RANDIE D. LEWIS  
INST. NO. 2008-732

P.N. 8-12-105.000  
MARVIN GARY &  
BARBARA M. ROJAS  
INST. NO. 2007-23142



June 10, 2014

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Property Offer – 111 Orchard Street South (Parcel 10-03-112.000)

The City has received the attached letter from Attorney Livingston on behalf of George and Maria Ronson expressing interest in submitting an offer for 111 Orchard Street South. The property was acquired by the City in June 2011 as a result of its tax enforcement process. Disposing of the property was postponed until City crews completed the relocation of a sewer line that runs through the parcel. Work is now complete and the City can consider selling this parcel.

The parcel has received numerous inquiries in the past including previous offers from James Warner and Clifford Pickett that were not accepted at the time as the sewer relocation was not completed. Based on multiple offers received for this parcel, I recommend a resolution be drafted for the July 7<sup>th</sup> City Council agenda approving a public auction for this parcel.

**WISNER, SAUNDERS & LIVINGSTON  
ATTORNEYS AT LAW  
1040 Bradley Street  
Watertown, New York 13601**

-----  
**Telephone (315) 782-3201  
Telefax (315) 788-1157**

**H. CHARLES LIVINGSTON, JR.**

**K. ROBERT WISNER  
1925-1990**

April 29, 2014

Sharon A. Addison, City Manager  
City of Watertown  
245 Washington Street  
Watertown, New York 13601

Re: 111 S. Orchard Street  
Watertown, New York

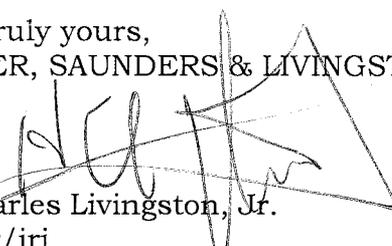


Dear Ms. Addison:

I represent and write on behalf of George and Maria Ronson to express and renew their interest in purchasing the above referenced parcel. Mr. & Mrs. Ronson own property adjoining this parcel and have a continuing interest in acquiring the same in recognition of the fact that the property presently contains restrictions concerning development relating to an underground water/sewer line easement. If the City is presently willing to accept offers on the property Mr. & Mrs. Ronson would like to submit a purchase offer subject to such contingencies and restrictions as the City would deem necessary concerning the water line traversing the parcel.

Thank you for your assistance and consideration.

Very truly yours,  
WISNER, SAUNDERS & LIVINGSTON

  
H. Charles Livingston, Jr.  
HCLJr/jrj  
cc: George & Maria Ronson