

**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, October 20, 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

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Reappointment to the Roswell P. Flower Memorial Library Board of Trustees, Maxine Quigg
- Resolution No. 2 - Approving Whitewater Park Public Access Limited Use Agreement with Hole Brothers Holdings, LLC
- Resolution No. 3 - Dedicating a Portion of Sewall's Island and Nearby Shoreline for Use as Parkland
- Resolution No. 4 - Authorizing City of Watertown to Join the Stormwater Coalition
- Resolution No. 5 - Approving Franchise Agreement Between the City of Watertown and Top Shelf Hockey, LLC
- Resolution No. 6 - Approving the Site Plan for the Construction of a 2,007 Square Foot Restaurant with Drive-Through at 501 Mill Street, Parcel 2-02-101
- Resolution No. 7 - Approving Change Order #1 to the Contract with Bach Environmental, Inc. for the Ogilvie Site Foundation Removal and Environmental Remediation

- Resolution No. 8 - Approving Appropriation of Funding to the Watertown Saturday Farmers' Market Association
- Resolution No. 9 - Approving Public Benefits Services Agreement Between the City of Watertown and the Jefferson County Historical Society
- Resolution No. 10 - Approving Agreement for Public Benefit Services Between the City of Watertown and the Greater Watertown North Country Chamber of Commerce
- Resolution No. 11 - Approving Agreement for Public Benefit Services Between the City of Watertown and the Thousand Islands International Tourism Council
- Resolution No. 12 - Approving Grant of Easement with National Grid/ Niagara Mohawk Power Corporation for 429 Factory Street, Parcel No. 6-04-303.000
- Resolution No. 13 - Approving Grant of Easement with National Grid/ Niagara Mohawk Power Corporation for 612 Factory Street, Parcel No. 6-06-316.000
- Resolution No. 14 - Authorizing Supplemental Agreement No. 3 to Professional Services Agreement for Design of the Factory Street Project, PIN 7753.15, AECOM
- Resolution No. 15 - Authorizing Supplemental Agreement No. 1 to Professional Services Agreement for Constructability of the Factory Street Reconstruction Project, PIN 775315, Barton & Loguidice

ORDINANCES

- Ordinance No. 1 - An Ordinance Amending the Ordinance Dated September 6, 2011, as Amended November 21, 2011, January 21, 2013, July 1, 2013 and March 3, 2014 Authorizing the Issuance of \$2,200,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$4,100,000
- Ordinance No. 2 - Amending PDD #1 to Allow Additional Signage at 1279 Coffeen Street

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

Laid Over Under the Rules Ordinance Amending Code of the City of
Watertown, Chapter 216 – Parks, Playgrounds, and
Recreational Areas

STAFF REPORTS

1. Thompson Park Playground: Leather's and Associates Evaluation and Report

NEW BUSINESS

Steve Weed of Steve Weed Productions – Available to answer questions

EXECUTIVE SESSION

Collective Bargaining

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
NOVEMBER 3, 2014.**

Res No. 1

October 15, 2014

To: Members of the City Council
From: Jeffrey E. Graham, Mayor
Subject: Reappointment to the Roswell P. Flower Memorial Library Board of Trustees

Maxine Quigg is presently the longest serving member of the Flower Memorial Library Board of Trustees. She is about to complete a full term and has graciously requested to continue to serve for another term.

After consultation with Library Board President Stephen Gebo, I respectfully offer her name in nomination for reappointment to the City Council for its consideration.

RESOLUTION

Page 1 of 1

Reappointment to the Roswell P. Flower Memorial Library Board of Trustees, Maxine Quigg

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

BE IT RESOLVED by the City Council of the City of Watertown, New York, that Maxine Quigg, 929 Ives Street, Watertown, New York, is hereby reappointed to the Roswell P. Flower Memorial Library Board of Trustees to another 11 year term, which term expires December 31, 2025.

Seconded by

Res No. 2

October 15, 2014

To: The Honorable Mayor and City Council

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

Subject: Approving Whitewater Park Public Access Limited Use Agreement
With Hole Brothers Holdings LLC

The attached resolution was prepared at the request of Mayor Jeffrey E. Graham. It approves a Limited Use Agreement allowing Maggie's On The River to use a portion of the deck in Whitewater Park.

The Agreement has been reviewed and verbally approved by Lionel Hector, attorney for Maggie's. It has also been sent to the Department of State for review.

Department of State approval is required by the Agreement for the grant that paid for construction of the deck, which states that the City "... shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State."

RESOLUTION

Page 1 of 1

Approving Whitewater Park Public Access Limited Use Agreement with Hole Brothers Holdings, 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 an Agreement with Hole Brothers Holdings LLC for the limited use for a portion of Whitewater Park has been drafted, and is attached and made part of this resolution, and

WHEREAS the City Council wishes to enter into said Agreement for the reasons recited in the Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves the Whitewater Park Public Access Limited Use Agreement between the City of Watertown, New York, and Hole Brothers Holdings LLC, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized and directed to sign the Limited Use Agreement on behalf of the City Council.

Seconded by

AGREEMENT BETWEEN THE CITY OF WATERTOWN, NEW YORK,
AND HOLE BROTHERS HOLDINGS, LLC

WHITEWATER PARK PUBLIC ACCESS LIMITED USE AGREEMENT

This agreement by and between the City of Watertown, a municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (“the City”), and Hole Brothers Holdings, LLC, a New York limited liability company with principal offices located at 500 Newell Street, Watertown, New York 13601 (“Hole Brothers”):

RECITALS

WHEREAS, the City is the owner of a certain tract, piece or parcel of land in the City of Watertown, State of New York, and more fully described on Attachment A hereto [Parcel 1], upon which is situated a public park known as Whitewater Park (“the Park”); and

WHEREAS, Hole Brothers is the owner of that certain tract, piece, or parcel of land in the City of Watertown, State of New York, and more fully described on Attachment A hereto [Parcel 2]; and

WHEREAS, Hole Brothers owns and operates a restaurant on Parcel 2, which is immediately adjacent to Parcel 1; and

WHEREAS, the City has erected several levels of decking across Parcel 1, to permit public access to the Park, and to view the Black River which flows within close proximity to the northerly boundary of both Parcel 1 and Parcel 2; and

WHEREAS, Hole Brothers has requested permission from the City to utilize a portion of the Park for customer seating for its restaurant, and for servicing customers in an outdoor patio setting; and

WHEREAS, the City recognizes the public benefit of permitting the restaurant to utilize the outdoor decking for the limited purposes described herein, as a means to increase public use and enjoyment of the Park and its scenic overlook, and agrees to permit Hole Brothers to use a portion of the Park in accordance with the terms set forth herein; and

WHEREAS, the City and Hole Brothers acknowledge the provisions of the State of New York’s Agreement for the construction of the Park, set forth at Attachment B hereto (the “Grant Agreement”) and in particular its Appendix A-1, Section X [B], which requires that the City not authorize the operation of the area in question, now identified as the Park, in whole or in part, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the Department of State.

WHEREAS, Hole Brothers recognizes that it may utilize the Park only in a manner which does not detract nor limit public access to the Park for the purposes for which the Park was developed

pursuant to the Grant Agreement with the State of New York, and that any use of same will be at its sole expense, and liability, all as described in the terms set forth herein; and

NOW THEREFORE, the parties hereto, having considered all the benefits and detriments associated with permitted limited usage of a portion of the Park by a private entity, do hereby agree as follows:

AGREEMENT

1. The City grants limited permission to Hole Brothers to use a designated portion of the Park identified as the “Permitted Usage Area” as shown on Attachment “C.”
2. Hole Brothers’ use of the Permitted Usage Area shall be limited to use of the Lower Deck erected in the Park, which the parties agree and understand was and is governed by the Grant Agreement and is primarily intended for use by the public to access the Park, and also of the “Patio Area” shown on Attachment “C,” which is not governed by Grant Agreement. Said “Lower Deck” is designated as such on Attachment A.

LOWER DECK USE

3. The City will provide signage adjacent to the two stairways connecting the deck portions of the Park including language identifying both the Upper Deck and Lower Deck as public parks and overlook platforms designed for observing activity on the Black River. The signage may also indicate that a portion of the Lower Deck is open for outdoor restaurant seating from 11:00 a.m. to 1:00 a.m. and may be accessed from the Lower Deck. At no time may restaurant signage or any other advertisement related to the restaurant contain information that would represent to the public that the Hole Brothers is the actual owner of the Lower Deck or any portion thereof.
4. Hole Brothers’ limited use of the Lower Deck shall be limited by the following restrictions:
 - i. Hole Brothers may place outdoor furniture on the Lower Deck, within its Permitted Usage Area, limited to tables and chairs providing seating for no more than twenty (20) people. The Permitted Usage Area will encompass the width of the Lower Deck but will extend no more than eleven (11) feet from the northern edge of Parcel 2, as shown in Attachment C. Hole Brothers shall establish a visual barrier separating the Permitted Usage Area of the Lower Deck from the portion of the Lower Deck designed to serve as the Public Access Route (see Attachment “C”). Such visual barrier may consist of a decorative rope or cord strung between stanchions, or other similar arrangement.
 - ii. Hole Brothers shall be permitted to serve patrons in the Permitted Usage Area, with such service to include food and/or beverages which are common to the menu for the restaurant located on Parcel 2.

iii. Patrons of the restaurant shall be required by Hole Brothers to remain within the Permitted Usage Area of the Lower Deck to consume their food or beverages.

iv. Access from the Park to the restaurant shall be permitted to all members of the public by means of a clear line of access to the entrance to the restaurant adjacent to the Lower Deck. Direct access from the Park to the Permitted Usage Area shall be in conformance with all applicable licensing, and other state and local regulations.

v. Hole Brothers agrees that the restrooms located within the restaurant may be accessed and utilized by members of the public, whether restaurant customers or not, and that no member of the public shall be denied restroom use absent exigent circumstances.

vi. The Permitted Usage Area of the Lower Deck shall be closed to restaurant patrons daily after the hour of 1:00 a.m., and prior to the hour of 11:00 a.m.

PATIO AREA USE

5. The Permitted Usage Area also includes a patio area immediately to the north of the "Public Access Route," and west of the Lower Deck, which patio area is owned by the City, but is not part of the project governed by the Grant Agreement.

6. The Patio Area may be utilized by Hole Brothers in such manner as, in its discretion, permits it to control the Area premises for purposes of the State's ABC laws, and which is only specifically related to the operation of the Restaurant (parcel 2).

HOLE BROTHERS' PROMISES

7. In consideration of the Hole Brothers' use of the Permitted Usage Area on the Lower Deck and patio area, Hole Brothers agrees as follows:

i. Hole Brothers agrees that as part of the consideration for their usage of the Park to enhance the restaurant experience for its patrons, it shall provide no less than two (2) anchored picnic tables or similar seating areas on the Upper Deck of Parcel 1, which shall be available for use by the public, separate and apart from any restaurant activity. Said anchored seating areas shall conform to all requirements imposed by the City, and shall be approved by the City Engineer as to location, design and materials, prior to installation. Said seating areas shall be designed to accommodate approximately ten (10) members of the public. Hole Brothers shall also provide receptacles for refuse disposal on the Upper Deck, and shall be responsible for trash removal on a regular basis. The seating and trash receptacles will become the property of the City immediately upon installation by Hole Brothers. (See Attachment C, indicating the location of the seating to be provided and maintained by Hole Brothers on the Upper Deck of Parcel 1)

ii. Hole Brothers shall provide for cleaning of and removal of refuse from the Permitted Usage Area on no less than a daily basis, and shall not permit refuse to accumulate, or to be tossed or thrown or blown about by its patrons, or to otherwise cause the Park to become littered. Hole Brothers shall provide appropriate refuse containers within the Permitted Usage Area to minimize any potential for litter to be distributed over the Park, or elsewhere, beyond the

Permitted Usage Area. Hole Brothers shall obtain prior approval from the City Engineer for any chemical or cleaning product intended to be used upon the surfaces of the Permitted Usage Area.

iii. Any damage caused by Hole Brothers or its invitees to the Permitted Usage Area shall be repaired or replaced by Hole Brothers at the direction of the City Engineer for the City of Watertown.

iv. No alterations may be made by Hole Brothers to the Permitted Usage Area without the prior written consent of the City Engineer, which consent may be withheld for any reason(s) at the discretion of the City Engineer and, if applicable to the Lower Deck, the Department of State.

v. No smoking shall be permitted in the Permitted Usage Area. Violations of the No Smoking policy shall be subject to any and all state, county, City or other governmentally imposed penalties for same.

vi. Hole Brothers assumes all liability, and shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from and against any and all loss claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of Hole Brothers' operation, use or occupation of the Permitted Usage Area or by or resulting from any act or omission of Hole Brothers, or any of its officers, agents, employees, guests, patrons or invitees.

SERVICE OF ALCOHOLIC BEVERAGES

8. Hole Brothers shall be permitted to serve alcoholic beverages to patrons in the Permitted Usage Area, said service shall be subject to prior permission from the State Liquor Authority, as well as any other regulating agency or division, and obtaining the correct and proper permits. Proof of same shall be provided to the City prior to commencement of the service of alcoholic beverages in the Permitted Usage Area. Hole Brothers shall be deemed by the City to have such control of the Permitted Usage Area as required by the State Liquor Authority to enable Hole Brothers to meet its obligations concerning the sale of alcoholic beverages under any lawfully issued license or permit. Any and all agreements made by Hole Brothers for the sale of alcohol from the restaurant shall also be in compliance with the terms of the City's "ABC Law, Rules and Guidelines" (a copy of which is attached as- Attachment D), as the same may from time to time be amended. Hole Brothers acknowledges that the City 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.

9. Insurances

i. Hole Brothers shall provide the City with an insurance certificate clearly reflecting that the City is an additional insured on Hole Brothers' policy of *commercial general liability insurance* or Business Owner's Policy containing minimum coverage of \$100,000 per person

and \$500,000 per occurrence, together with property damage insurance in the sum of \$50,000, naming the City as loss payee for damage to City property. Hole Brothers' commercial general liability insurance policy must name the City as an additional named insured without restriction to vicarious liability issues only.

ii. Hole Brothers shall further provide the City with an insurance certificate clearly reflecting that the City is an additional insured on Hole Brothers' policy of *liquor liability insurance coverage* containing minimum coverage of \$1,000,000 individual/\$2,000,000 aggregate.

The above insurance certificates shall include the agreement of the insurer to provide direct notification to the City and to the Department of State at least thirty (30) days prior to cancellation of the required insurances for any reason.

10. Term: This Agreement commences **May 1, 2015**, and shall remain in effect, subject to other terms and conditions, until **April 30, 2016** unless earlier revoked or terminated by the parties. Any one of the signatories to the agreement -- the City, or Hole Brothers --, or the approving authority Department of State, shall have the right to terminate this agreement at any time, for any reason, without proof of cause, and without the requirement of notice, and Hole Brothers accepts said term as a specific condition of being granted this special use of the Permitted Usage Area on the Lower Deck. During any extended period of intended non-usage, exceeding seven (7) calendar days, all personal property of Hole Brothers shall be removed from the Lower Deck, and not reinstalled until the re-commencement of usage. This includes but shall not be limited to any and all tables, chairs, umbrellas, ropes, space heaters, dividers, refuse disposal containers, or other equipment belonging to Hole Brothers.

11. Monthly Fee for Permitted Use: Hole Brothers shall pay to the City the sum of \$250 per month for the duration of this Agreement. Said monthly charge or fee shall be paid to the City on or before the first day of each month. Said funds shall be used by the City for the use, care and maintenance of the Park, or for any City parklands for which support is deemed appropriate, in the City's sole discretion.

12. Renewal Periods: Hole Brothers shall have the opportunity to renew this Agreement, upon the same terms and conditions contained herein, for an additional period of one (1) year, by notifying the City, in writing, at least ninety (90) days in advance of the expiration of the initial term, of its intent to renew. Any renewals beyond the first potential renewal shall be subject to negotiated terms at such time and shall also be subject to further approval by the Department of State.

13. Miscellaneous

i. The City and Hole Brothers agree that this agreement shall pertain solely to Hole Brothers, as the user of the Permitted Usage Area, and that this permissive use shall not be

assigned by Hole Brothers to any person or entity without the City's prior express written consent and approval of same by the Department of State. Hole Brothers agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

ii. Hole Brothers acknowledges and agrees that use of the Permitted Usage Area may be restricted, or the area closed and/or shut down, for reasons including, but not limited to, acts of nature, downtime for repairs and major events, and that its use of the Permitted Usage Area will otherwise be subject to all City Parks rules and regulations. Hole Brothers agrees that the City may cancel this agreement for any reason, at any time, and without need to show cause. Hole Brothers agrees that it shall have no recourse against the City for damages in the event the Permitted Usage Area is unavailable for use or the limited use agreement is terminated by the City.

iii. The City and Hole Brothers acknowledge and agree that either party's failure to abide by the terms of this agreement will constitute a sufficient basis for the revocation of the Department of State's approval of any future renewals of the agreement.

iv. The City and Hole Brothers agree that the venue of any legal action arising from a claimed breach of this agreement is in Supreme Court, in and for the County of Jefferson, State of New York. This agreement shall be construed in accordance with the Laws of the State of New York.

v. The City makes no covenants, either express or implied, concerning the present or future condition of the Permitted Usage Area, and reserves the right to close said area at will, for any purpose, including, but not limited to, maintenance and repair. In this event, Hole Brothers' sole remedy shall be a pro rata abatement of rent.

vi. This agreement sets forth the agreement between the parties and each party acknowledges that there are no promises, agreements, conditions, or understandings, oral or written, express or implied, which are not set forth herein. The invalidity of any severable covenant, condition or provision of this agreement shall not serve to invalidate any other covenant, condition or provision of this agreement, it being the intent of the parties to preserve so much of the terms of the agreement as possible. This agreement may only be extended or amended upon mutual written consent of the parties, with the prior approval of the Department of State.

vii. All notices required to be given under this agreement shall be in writing and shall be deemed to have been duly given on the date mailed and sent by certified mail, return receipt requested to the City of Watertown: City Manager, 245 Washington Street, Watertown, New York 13601, and Hole Brothers: Reg Schweitzer, Jr., Hole Brothers Holdings, LLC, P.O. Box 397, Chaumont, New York 13622.

IN WITNESS WHEREOF, the undersigned do hereby execute this agreement on behalf of, and with authority to bind, their respective entities, and/or Executive Department agencies, on the dates appearing below their signatures.

CITY OF WATERTOWN

HOLE BROTHERS HOLDINGS LLC

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATED: _____

DATED: _____

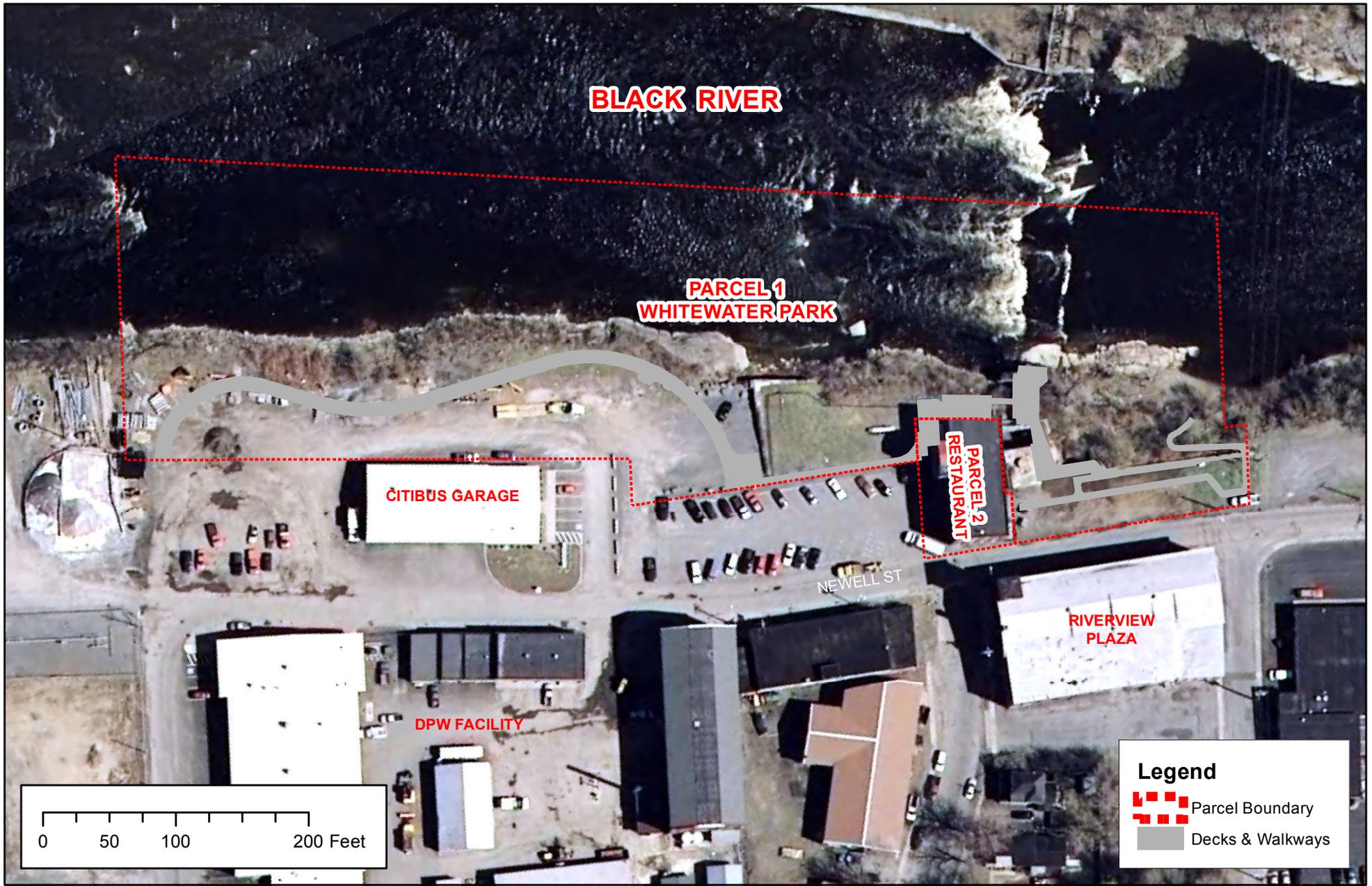
APPROVED by the New York DEPARTMENT OF STATE:

BY: _____

TITLE: _____

DATED: _____

ATTACHMENT A



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT



ROOM 305B, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
TEL: (315) 785-7793

Drawn By: J. Carlsson

Date: 11/8/2013

Approved By:

Date:

Scale: 1 inch = 100 feet

Map Number: 13-10

Revision:	Description of Revision:	Date:	By:



Project:
WHITEWATER PARK PUBLIC ACCESS
LIMITED USE AGREEMENT

Title:
ATTACHMENT A

ATTACHMENT B

FACE PAGE

STATE AGENCY (Name and Address):

NYS Department of State
41 State Street
Albany, NY 12231-0001

NYS COMPTROLLER'S #:

C006665

ORIG. AGENCY CODE:

19000

CONTRACTOR (Name and Address):

City of Watertown
245 Washington Street
Watertown, NY 13601

TYPE OF PROGRAM: Environmental Protection
Fund Act - 05 LWRP**STATE SHARE FUNDING AMOUNT FOR
INITIAL PERIOD \$500,000****LOCAL SHARE FUNDING AMOUNT FOR
INITIAL PERIOD \$500,000****FEDERAL TAX IDENTIFICATION NUMBER:**

15-6000419

INITIAL CONTRACT PERIOD:**FROM:** November 1, 2006 **TO:** December 31, 2008**MUNICIPALITY #****APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT**

APPENDIX A:	Standard clauses as required by the Attorney General for all state contracts
APPENDIX A1 Including Attachments 1, 2, & 3 thereto:	Agency-specific clauses
APPENDIX B:	Budget
APPENDIX C:	Payment and Reporting Schedule
APPENDIX D:	Program Workplan
APPENDIX X:	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. C006665

CONTRACTOR

City of Watertown

By: [Signature]
Jeffrey E. Graham

Title: Mayor (Print Name)

Date: 6/15/07

STATE AGENCY:

New York State Department of State

By: [Signature]
Judith E. Kenny

Title: DOS Director of Administration and Management

Date: 6/15/07

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ACKNOWLEDGMENT

State of New York)
County of Jefferson)ss:

On this 4th day of April, 2007, before me personally came Jeffrey E. Graham to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 557 Pearl Street, Watertown, NY (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the Mayor (title of officer or employee) of the City of Watertown (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

[Signature]
SONJA C. THOMPSON
Notary Public in the State of New York
Qualified in Jefferson County, No. 423-428
My Commission Expires 5/14/09
NOTARY PUBLIC

ATTORNEY GENERAL:

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
Title: _____
Date: JUN 19 2007
[Signature]
LORRAINE E. REMO
SENIOR ATTORNEY

Approved: _____
NYS Office of the State Comptroller
By: _____
Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL
JUL 11 2007
[Signature]
FOR THE STATE COMPTROLLER

STATE OF NEW YORK AGREEMENT

The AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, this AGREEMENT may be extended by up to two Contract Periods not to exceed twelve months each.

To modify the AGREEMENT within an existing PERIOD the parties shall revise or complete the appropriate appendix forms(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A. (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR shall cancel, prior to the effective date of any prospective termination, all outstanding obligations, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

V. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accident and/or injuries to person (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor

Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a

written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX A1

Agency-Specific Clauses

- I. This Agreement has been entered into pursuant to the following understandings:
 - A. Title 11 of the Environmental Protection Fund Act provides for State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
 - B. The Department of State (Department) is authorized by such Act to evaluate and determine eligibility of applications for funding of projects.
 - C. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Appendix D, the Department has made a determination of eligibility of funding for Contractor's project under such Act.
 - D. State funds (Funding Amount set forth on the Face Page) for this Project (Appendix D Program Workplan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
 - E. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.
 - F. The 2005 "Request for Applications" required the Applicant to budget for costs associated with training for projects which fall under the following categories: Urban Waterfront Redevelopment, Preparing or Implementing Waterbody/Watershed Management Plans, Making the Most of Your Waterfront, and Completing or Implementing a Local Waterfront Revitalization Program.
 - G. Appendix D, Workplan, states which session(s) and how many employees are to attend said training sessions(s). The Department will notify the Contractor when training session(s) will be held. Prior to the session(s) being held, the Department will advance to the Contractor an amount equal to the cost of the registration fee(s) as defined in Appendix B, Budget. Within two weeks upon receipt of the advance, the Contractor agrees to submit payment for the required registration fee(s) in accordance with the notification letter from the Department. The Contractor agrees to participate in the designated training session(s).
 - H. Failure of the Contractor to transmit the registration fees or attend the training session(s) will result in the withholding of payments in the amount of the advance and could result in this contract being terminated. In no case should the funds allocated for training be used for any other purpose without prior approval of the Department.

II. General

- A. For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise.
- B. The contract period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed.
- C. No liabilities are to be incurred beyond the termination date and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.

- D. The Department shall not be liable for expenses of any kind incurred in excess of the State Funds as set forth on the Face Page, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
- E. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives described in Appendix D in accordance with: provisions of this Agreement; relevant State, federal and local laws, rules and regulations, administrative and fiscal guidelines; where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders and judicial orders.
- F. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format described in Appendix A1, Attachment 1, such forms to be provided Contractor by the Department.
- G. The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Workplan (Appendix D) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.
- H. The Department will provide Contractor with a Quarterly Contractor Report (Appendix A1, Attachment 2) pursuant to the Department's Minority and Women-owned Business Enterprises Program. In the event Contractor utilizes Minority and Women-owned Business Enterprises as discussed in Section XIV in Appendix A1, such report shall be provided to the Department at the address on the Quarterly Contractor Report.
- I. The Contractor shall submit two copies of a "Project Status Report" (Appendix A1, Attachment 3) on a six month basis for the periods ending June 30 and December 31. Reports are due no later than 30 days following the end of each reporting period.

III. Additional Requirements for Construction Projects

- A. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
- B. The State shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
- C. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

- D. It is the Contractor's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The Contractor must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this Agreement, similar proof or waiver from the contractor or subcontractor, and must maintain such documentation on file for audit.

IV. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund Act."

V. License to use and reproduce documents and other works:

By acceptance of this Agreement, Contractor transfers to the Department a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with the Project, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement. Such warranty shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

VI. Contractors Insurance Requirements

- A. Prior to the commencement of the Work, the Contractor shall file with the Department of State, Division of Coastal Resources, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such Certificate shall be of form and substance acceptable to the Department.
- B. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
- C. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, 41 State Street, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
- D. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
- E. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.

- F. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
- G. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
- H. Unless the Contractor self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
1. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - a. If such insurance contains an aggregate limit, it shall apply separately to this location.
 - b. Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of Contractors Work.
 2. Where the Project described in Appendix D includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 3. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 4. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 5. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of DOS held in their care, custody and/or control.
 6. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.

- I. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1 million.

VII. Property

- A. Pursuant to the provisions set forth in Section V, page 3 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.
- B. Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights -of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such Project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

VIII. Date/Time Warranty

- A. Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.
- B. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
- C. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

IX. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

- A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.

- B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
- C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.
- D. This provision does not apply to non-residents' fishing and hunting license fees.

X. Alienation

Where the Project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

- A. The Contractor shall not at any time sell or convey any facility or any portion of the Project acquired or developed pursuant to this Agreement or convert such facility or any portion of the Project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
- B. The Contractor agrees to own a property interest sufficient to maintain and operate the project in **perpetuity**. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

XI. Subcontracting Requirements

- A. The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Appendix D, subject to prior written approval by the Department of any subcontractor and the terms of any subcontract. Subcontractors shall comply with all applicable requirements of the Agreement between the Contractor and the State.

XII. Compliance with Procurement Requirements

- A. All contracts by municipalities for professional services, all contracts for construction involving not more than \$20,000 and all purchase contracts involving not more than \$10,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to any additional requirements imposed by the State as set forth in Appendix D hereof.
- B. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all construction contracts involving more than \$20,000 and more than \$10,000 for purchase contracts. In the case of construction contracts involving not more than \$20,000, purchase contracts involving not more than \$10,000, and contracts for professional services, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with.

XIII. Requirements for Contract GIS Products (2/04)

A. GENERAL MAP PRODUCT REQUIREMENTS — The following general cartographic requirements must be adhered to by the Contractor:

1. Map Products -- The Division requires delivery of digital map products, unless otherwise specified in the Request for Proposal (RFP), that meet the specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section. If analog map products are required by the RFP, they must meet specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS section.
2. Deliverable Format -- All digital map and attribute table files must be provided in MapInfo Tab file format on Recordable CD or DVD, 3.5" floppy diskette media, external hard drive, via e-mail attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided in ArcInfo/GIS export format (.e00) or ArcView shape file format on the same media types upon approval of the Division. All other digital formats require prior approval of the Division. Coordination with the Division prior to submission of digital media is required to ensure compatibility of the delivered materials.
3. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
4. Map Accuracy -- Unless otherwise stated in the RFP, all deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Division the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
5. Datums -- Unless otherwise specified in the RFP, all map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88).

B. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS — The following cartographic construction requirements must be adhered to by the Contractor:

1. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.

2. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 3. Point Duplication -- No duplication of points that occur within a data string is permitted.
 4. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
 5. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
 6. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
 7. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 8. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.
- C. ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS — The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale stipulated in the RFP. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
1. Base Map Media -- All maps must be created on mylar or other stable base material.
 2. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Division, all maps should be compiled at 1:24,000. If other map scales are approved by the Division, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 3. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
 4. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the GENERAL MAP PRODUCT REQUIREMENTS above and the map scale.

5. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section outlined above.

D. CONTRACT DATABASE STANDARDS

1. Delivery Media — All database and tabular files must be provided on digital media as specified above in Deliverable Format.
2. Software Format – Database and tabular files can be provided in Corel Quattro, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Division.
3. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

XIV. Payment and Records Retention

- A. Payments shall be made as set forth in Appendix C.
- B. The Contractor shall maintain, at its principal place of business, detailed books and accounting records supported by original documentation relating to the incurring of all expenditures, as well as payments made pursuant to this Agreement. The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for a reasonable time following, issuance of the FINAL payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and accounting records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate fiscal books and records for all funds received through the Department pursuant to this Agreement.
- C. During the term of this Agreement and for a period of six years after its termination, the Contractor shall make all such books and records available to the Department and the Office of the State Comptroller, or their designated representatives, for inspection and audit.

XV. Equal Employment Opportunity

The Contractor hereby assures that it is, and shall be for the duration of this Agreement, in compliance with the Federal Equal Employment Opportunity Act of 1972 (Public Law 92-261), as amended.

XVI. Article 15-A of The New York State Executive Law

The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned

business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department, as set forth in Appendix A1, Attachment 2.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract, reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an Equal Employment Opportunity (EEO) Policy Statement to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.
- The contractor will state in all solicitations and advertisements for employees that, in the performance of the state contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will, at the request of the Department, request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- The contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.

- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.
- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-5741. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.empire.state.ny.us>, double click (left column) on: NY ♥ BIZ (Doing Business in New York); put the cursor over: Small and Growing Business and, from that menu, click on: Minority and Women-Owned Business. From the center column, highlighted in blue, click on the bullet: "Search the Directory of Certified Minority- and Women-Owned Business Enterprises."

The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

XVII. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

XVIII. Submission of all correspondence and documentation

- A. The Contractor agrees to provide the Department with original and two copies of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Appendix D, and payment request documentation as described in Appendix C.
- B. All information as described in A. above shall include the NYS Comptroller's # as indicated on the Face Page of this Agreement.

XIX. Environmental Review

- A. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
- B. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

XX. Default and Termination

- A. The Department may terminate the Agreement in accordance with the terms and conditions in Section III.
- B. In addition to whatever other reserved rights it has to terminate the Agreement, the Department may terminate the Agreement when it is in the best interests of the State or (1) for cause, (2) for convenience, or (3) due to unavailability of funds.
- C. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
- D. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
- E. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
- F. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

XXI. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement, or amendments thereto, allocates funds totaling \$15,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.
- B. If this Agreement, or amendments thereto, allocates funds totaling more than \$15,000, it shall be deemed to be fully executed when approved by the Office of the State Comptroller.

FINAL PROJECT SUMMARY REPORT

Final payment of the grant is dependent upon the satisfactory completion and acceptance by the Department of State, *Division of Coastal Resources* of this FINAL PROJECT SUMMARY REPORT along with the requisite documentation. In addition to the other requirements of the contract, the grant recipient is responsible to relay the importance, the significance and the value of the completed project to the community, the region and the state through the completion of the report.

The following outline should be used to complete the FINAL PROJECT SUMMARY REPORT:

1. Project Title: _____
2. Name of Municipality: _____
3. Actual Project Costs:
 - a. State funds expended (identify source, eg. EPF, Clean Water/ Clean Air Bond Act, etc.): _____
 - b. Local funds expended: _____
 - c. Other funds expended: _____
4. Project Manager: Name: _____
 Title: _____
 Mailing address: _____

 Tel. number: () _____
 Fax number: () _____
 E-mail address: _____
5. Federal Tax Identification Number: _____
6. Project Background (briefly explain in a short paragraph why this project was necessary, what its value is and/or its importance to the community):
7. Project Work (briefly describe the work that was done to complete the project):
8. Project Descriptions (use the following guidelines to describe the project and please be concise in the description):
 - a. For a Planning Project describe the findings or recommended strategies.
 - b. For a Design Project describe what is to be built.
 - c. For a Construction Project describe what was built.
9. Project Documentation: The Department of State, *Division of Coastal Resources* requires a visual documentation of the Environmental Protection Fund projects. Project products should be visually documented using a 35mm camera or a digital camera. The 35mm color slides and/or digital camera disc should be labeled and dated when submitted along with the completed FINAL PROJECT SUMMARY REPORT.

Visuals should illustrate the final project product and, as appropriate, activities undertaken to complete the project. For example, some projects would call for visuals that include photographs of volunteers participating in a wetland restoration project (planting Spartina); photographs of historical signs markers, kiosks, etc. being placed; or photographs of an artist's rendering of a waterfront design.

Design, planning, and construction projects call for different visual documentation. Therefore, the following guidelines are suggested:

- For design projects, visuals of renderings and/or graphics that depict the final product.
- For planning projects, visuals of any graphics, where appropriate, that illustrate the final product.
- For construction projects, visuals of work in progress and the finished project.

In addition to the 35mm color slides/digital camera disc, a video (vhs format) of the project with a verbal description is desirable but not mandatory. The video may be used in a future documentary.

Minority and Women-owned Business Enterprises (MWBE) Program Quarterly Contractor Report

INSTRUCTIONS:

1. Please prepare reports based on calendar quarters, or prepare one annual report.
2. Use a separate Report sheet for each contract or program area
3. Record the amount paid for each service/product for the time period identified below.
4. Send completed reports to the Minority and Women-owned Business Enterprises Program at the above address.

REPORT PERIOD

Report should cover a calendar quarter OR the program year. FROM: _____ TO: _____
 Enter the inclusive dates of the quarter or for the program year. ↗ ↗ ↗

CONTRACTOR NAME	PROGRAM	DOS CONTRACT NUMBER
CONTRACTOR ADDRESS		Service Area of Contract Work
NAME and TITLE of CONTACT PERSON (Please Print)		() TELEPHONE NUMBER

VENDOR NAME and ADDRESS	TYPE of VENDOR	DESCRIPTION of SERVICE/PRODUCT	AMOUNT PAID THIS PERIOD	COMMENTS
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		\$	
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			

Project Status Form

RECIPIENT _____ CONTRACT # _____

PROJECT TITLE _____

Status Report Date: _____

<u>Task #</u>	<u>Brief Task Description</u>	<u>A/T</u>	<u>Date of Completion</u>	<u>Percent of Completion</u>	<u>Task Accomplishments</u>	<u>Product Submitted to DOS</u>
---------------	-------------------------------	------------	---------------------------	------------------------------	-----------------------------	---------------------------------

JUSTMENTS - Please indicate proposed adjustment(s) to work program/schedule, reason(s) for the proposed adjustment(s), and any other problems encountered during this reporting period:

Person to contact if we have questions about the information provided on this form:

Name: _____ Email Address: _____
 Title: _____ Affiliation: _____
 Phone: _____ Fax: _____

Appendix B

BUDGET SUMMARY

A. Salaries & Wages (including Fringe Benefits)	\$0.00
B. Travel	\$1,750.00
C. Supplies/Materials	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$997,375.00
F. Other	\$875.00
TOTAL PROJECT COST	\$1,000,000.00
Total State Funds (50% of Total)	\$500,000.00
Total Local Share (50% of Total)	\$500,000.00

Appendix B (Budget Detail Sheet)

A. SALARIES & WAGES		
<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>AMOUNT CHARGED TO THIS PROJECT</u>
SUBTOTAL		\$0.00

B. TRAVEL		
Travel to attend DCR training sessions.		
SUBTOTAL		\$ 1,750.00

C. SUPPLIES/MATERIALS		
SUBTOTAL		\$0.00

D. EQUIPMENT		
SUBTOTAL		\$ 0.00

E. CONTRACTUAL SERVICES		
Downtown Pedestrian Connection		\$618,250.00
[Design: \$150,000.00/Construction: \$468,250.00]		
Hole Brothers Shoreline and Access Improvements		\$199,600.00
[Design: \$30,000.00/Construction: \$169,600.00]		
Route 3 Wave Access Improvements		\$179,525.00
[Design: \$10,000.00/Construction: \$169,525.00]		
SUBTOTAL		\$997,375.00

F. OTHER

Training - One staff person to the following training sessions (Registration fee \$125 per person per session):

I-2, Role of Consultants (2 sessions)

I-4, Organization for Implementation of Vision and Capacity Building (1 session)

I-5, SEQR (1 session)

L-1, Grants Administration (1 session)

L-12, Using the Adopted LWRP (2 sessions)

SUBTOTAL \$875.00

APPENDIX C

Payment and Reporting Schedule

I. Payment Schedule

- A. The Department shall make interim advances to the Contractor for registration fees as described in Appendix A1-IG.
- B. The Department shall make interim payments for eligible costs incurred up to an amount not to exceed 90% of the State Share Funding Amount. The final payment will be made upon satisfactory completion of the Project.
- C. Not more frequently than once every 30 days, a properly executed payment request, on forms as prescribed by the Department documenting total project costs incurred to date, may be submitted.
 - 1. Payment provided above shall be made to the Contractor upon the submission by the Contractor of properly executed payment request. Such request shall contain the following: (1) "Summary Sheet Documentation Forms" as provided by the Department, for reimbursement of actual and eligible expenditures, (2) the required work products, and (3) a properly executed State Voucher.
 - 2. Payment requests will be reviewed in accordance with the terms and conditions of this Agreement to determine total allowable project costs incurred and the number and percentage of allowable project tasks completed to date. For the purpose of determining the level of reimbursement, otherwise allowable project costs may be reduced if the percentage of task completion is deemed insufficient.
 - 3. Total allowable project costs, adjusted pursuant to 2. above, will be prorated between State Share and Local Share costs in the same proportions as Total State Share is to Total Local Share as set forth on the Face Page.
 - 4. Interim payments will be issued in amounts equal to the State Funds calculated in 3. above, less outstanding advance payments.
 - 5. The final payment will be issued upon receipt and approval of a payment request marked "FINAL" documenting all project costs incurred and tasks completed and submission of the Final Project Summary Report. Such final payment request shall be submitted within 60 days following the ending date of this Agreement.

II. Reporting

- A. Payment requests as described in I.B. above shall be certified by a duly authorized representative of the Contractor as accurately representing such accomplishments and expenses as recorded in the Contractor's accounting records, including, where goods or services are provided by third parties not party to this Agreement, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.

- B. Notwithstanding the above requirements, upon written notification by the Department, the Contractor may be required to submit source documentation and additional verification of allowable expenditures.
- C. Payment requests shall be submitted to:

New York State Department of State
Contract Administration Unit - LWRP
41 State Street - 10th Floor
Albany, New York, 12231-0001

- D. Claimed expenditures per cost category may not exceed the amounts indicated in the Budget, Appendix B, by ten percent (10%) without approval of the Department, provided that the Total Project Cost as set forth in Appendix B, Budget Summary is not exceeded. Any expenditure in excess of such 10% or that changes the State Share or Local Share funding amount shall require an amendment to the Project Budget submitted in writing by the Contractor and approved by the Department. No expenditures shall be allowed for items not set forth in the Project Budget without written approval of the Department.

III. Other

- A. Notwithstanding the submission of timely and properly executed payment requests, the Department shall be under no obligation to make payment for expenditures incurred without the prior Department approvals and/or amendments required under this Agreement and, further, shall have the right to withhold any such payment pending the execution of such approval and/or amendment.
- B. Interest income earned on funds received pursuant to this Agreement shall be used to further the purpose of this Project or shall be deducted from total eligible cost to determine the net eligible costs to be reimbursed by the Department.
- C. The Department shall have the right to conduct on-site progress assessments and reviews of the Project and Contractor's books and records during the life of this Agreement and for a reasonable time following issuance of the FINAL payment. The Contractor shall furnish proper facilities, where necessary or useful, for such access and inspection.
- D. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this Agreement, if found that the Contractor has misrepresented any expenditures or project activities in this Agreement, or in any progress reports or payment requests made pursuant hereto.
- E. The Contractor shall maintain separate fiscal books and records for all funds received through the Department and project activities conducted pursuant to this Agreement, and shall make all such books and records available to the Department, the Office of the State Comptroller, or their designated representatives for inspection and audit for a period of six years following termination of this Agreement.

APPENDIX D

PROGRAM WORK PLAN

Contractor:	City of Watertown
Program Contact Person:	Christine Hoffman, Downtown Development Specialist
Phone: (Office)	(315) 785-7730
(Fax)	(315) 782-9014

Design and Construction of Black River Access and Tourism Amenities

I. Project Description

The City of Watertown (the Contractor) will undertake a multi-component project to implement high priority activities identified in the City's draft Local Waterfront Revitalization Program, making the Black River more accessible for boaters, residents and visitors. This design and construction project involves the following three components:

- A) **Downtown Pedestrian Connection** will provide an improved pedestrian connection at Newell Street to the existing Riverwalk, from Public Square and through the "JB Wise" City-owned parking lot. The connection will include: a covered walkway located within the JB Wise parking lot; reconfiguration of the parking lot, including new vehicle entrances/exits from Public Square, Court Street and City Center Drive; and, landscaping, lighting and traffic calming measures. Actual reconstruction of the parking lot will not occur under this grant, but will be addressed in a later phase.

- B) **Hole Brothers Shoreline and Access Improvements** will provide shoreline and related improvements at the "Hole Brothers" site, located off Newell Street approximately one quarter mile from the western end of the Riverwalk, to upgrade boater access and increase visitor/spectator capacity. The improvements will incorporate the ruins of a concrete dam and former turbine building, and include: a stepped trail to the shoreline with trail links to the Riverwalk; removal of unsafe concrete structures along the riverbank; riverbank stabilization - terracing and natural rock seating; and, brush clearing and lighting.

- C) **Route 3 Wave Access Improvements** will improve the Route 3 Wave Access site, located at the eastern edge of the City, to provide boater and spectator access to the river. A design specialist will conduct a study to identify the most feasible and cost-effective ways to improve kayak and spectator access to the eastern side of the Route 3 bridge. The resulting design recommendations will be used to prepare bid packages and construct the recommended access improvements.

Work will advance the City's efforts to capitalize on their waterfront resources, supported by a previous Environmental Protection Fund Local Waterfront Revitalization Program award.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Division of Coastal Resources to the project. The materials must include the following acknowledgment:

“This (document, report, map, etc.) was prepared for the New York State Department of State Division of Coastal Resources with funds provided under Title 11 of the Environmental Protection Fund.”

The Contractor shall erect on the site a sign indicating the source of the grant, as stated in Appendix A-1, Section III A of this contract.

The contributions of the Division of Coastal Resources must also be acknowledged in community press releases issued for the project. Project press releases shall be submitted to the Division of Coastal Resources for review and approval prior to release to ensure appropriate attribution.

The Contractor must submit to the Division of Coastal Resources **three copies** of all written reports and supporting graphics, final design documents, and other printed materials.

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer, or financial administrator for the municipality (Contractor) shall certify to the Division of Coastal Resources that applicable public bidding procedures of General Municipal Law §103 were followed for all construction contracts involving more than \$20,000 and more than \$10,000 for purchase contracts. In the case of construction contracts involving not more than \$20,000, purchase contracts involving not more than \$10,000, and contracts for professional services, the municipal attorney, chief legal officer, or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with.

4. Training

A required component of the Title 11 Environmental Protection Fund program is Contractor participation in a training session or sessions focused on developing and implementing revitalization strategies (Appendix A1-I). The purpose of these training sessions is to build knowledge and provide support to community leaders to advance revitalization efforts and advance grant priorities. The Division of Coastal Resources has determined that the Contractor will attend the following training sessions:

One staff person at:

- I-2, Role of Consultants
- I-4, Organization for Implementation of Vision and Capacity Building
- I-5, SEQR
- L-1, Grants Administration
- L-12, Using the Adopted LWRP

The Division of Coastal Resources will issue advance payment(s) for registration fee(s) to the Contractor, who will issue payment for registration fee(s) in accordance with the notification letter(s) from the Department.

5. Project Components

I. Project Start-Up

Task 1: Initial Project Scoping Meeting

The Contractor, the Division of Coastal Resources (DCR), project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements (including Training required under this contract), roles and responsibilities of project partners, the selection process for procuring consultant services for the project, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during initial project scoping. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 2: Community Training

The Contractor will participate in the Community Training Program as stated in Section 4 above.

Product: Copy of transmittal letter submitting payment for registration fees. Participation in training session(s).

Task 3: Project Advisory Committee

The Contractor shall establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community based organizations. A draft list of proposed members shall be circulated to DCR for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

II. Project Implementation

A) Downtown Pedestrian Connection

Task 1: Request for Proposals for consultant services: downtown pedestrian connection

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to DCR for review and approval prior to release for solicitation of proposals.

Products: Approved RFPs released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 2: Consultant Selection and Compliance with Procurement Requirements

In consultation with DCR, the Contractor and project advisory committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- ▶ Quality and completeness of the response.
- ▶ Understanding of the proposed scope of work.
- ▶ Applicability of proposed alternatives or enhancements to information requested.
- ▶ Cost-effectiveness of the proposal.
- ▶ Qualifications and relevant experience with respect to the tasks to be performed.
- ▶ Reputation among previous clients.
- ▶ Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a professional engineer or licensed architect/landscape architect is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the DCR that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by DCR.

Products: Consultant(s) selected and approved by DCR. Written certification of procurement procedures.

Task 3: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan

with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Draft and final, executed consultant subcontract(s).

Task 4: Project Scoping Session

In consultation with DCR, the Contractor shall hold an initial meeting with the consultant(s), and other project partners as appropriate, to review requirements for the **downtown pedestrian connection**, site conditions, and roles and responsibilities; identify new information needs and next steps; and, transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include:

- project scope
- project area
- project goal and objectives
- existing relevant information
- responsibilities of participants (Contractor, consultant, DCR)
- time frames and deadlines
- expected products

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 5: Site Reconnaissance and Schematic Designs

(a) Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for designs. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site

- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

(b) Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the **downtown pedestrian connection**, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and DCR.

In consultation with the DCR and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Schematic design alternative selected.

Task 6: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative for the **downtown pedestrian connection** including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not

proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design for the **downtown pedestrian connection** based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 9: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates for the **downtown pedestrian connection**. The final design and construction documents shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by an engineer, architect or landscape architect.

Task 10: Permits

After the final design and construction documents for the **downtown pedestrian connection** have been approved by the DCR, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required

permits or approvals. A pre-application meeting with the DCR and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 11: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents for the **downtown pedestrian connection** have been approved by the DCR, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work

plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the DCR that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 12: Construction of downtown pedestrian connection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify DCR monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the DCR tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Reconstruction of the parking lot will not occur under this grant.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the DCR shall verify progress and completion of the work for the **downtown pedestrian connection** through periodic site inspections. The Contractor or its consultant(s) shall submit to DCR written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress and identification of problems to be addressed.

Task 14: Completion of Downtown Pedestrian Connection

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by an engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall submit three copies of As-Built Plans, certified by an engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to DCR, including a copy of the completion statement and a copy of the As-Built Plans. The Contractor shall not

pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to DCR, until DCR concurs that the work on the downtown pedestrian connection is complete.

Products: Statement of completion, certified As-Built Plans, and final project report.

B) Hole Brothers Shoreline and Access Improvements

Task 1: Request for Proposals for consultant services: Hole Brothers shoreline and access improvements

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to DCR for review and approval prior to release for solicitation of proposals.

Products: Approved RFPs released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 2: Consultant Selection and Compliance with Procurement Requirements

In consultation with DCR, the Contractor and project advisory committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- ▶ Quality and completeness of the response.
- ▶ Understanding of the proposed scope of work.
- ▶ Applicability of proposed alternatives or enhancements to information requested.
- ▶ Cost-effectiveness of the proposal.
- ▶ Qualifications and relevant experience with respect to the tasks to be performed.
- ▶ Reputation among previous clients.
- ▶ Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a professional engineer or licensed architect/landscape architect is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the DCR that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by DCR.

Products: Consultant(s) selected and approved by DCR. Written certification of procurement procedures.

Task 3: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Draft and final, executed consultant subcontract(s).

Task 4: Project Scoping Session

In consultation with DCR, the Contractor shall hold an initial meeting with the consultant(s), and other project partners as appropriate, to review requirements for the **Hole Brothers shoreline and access improvements**, site conditions, and roles and responsibilities; identify new information needs and next steps; and, transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include:

- project scope
- project area
- project goal and objectives
- existing relevant information
- responsibilities of participants (Contractor, consultant, DCR)
- time frames and deadlines
- expected products

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 5: Site Reconnaissance and Schematic Designs

(a) Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for designs. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design

- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

(b) Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the **Hole Brothers shoreline and access improvements**, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and DCR.

In consultation with the DCR and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Schematic design alternative selected.

Task 6: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative for the **Hole Brothers shoreline and access improvements** including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to

discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design for the **Hole Brothers shoreline and access improvements** based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 9: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates for the **Hole Brothers shoreline and access improvements**. The final design and construction documents shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by an engineer, architect or landscape architect.

Task 10: Permits

After the final design and construction documents for the **Hole Brothers shoreline and access improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the DCR and the

appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 11: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents for the **Hole Brothers shoreline and access improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the DCR that applicable public bidding procedures of

General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 12: Construction of Hole Brothers Shoreline and Access Improvements

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify DCR monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the DCR tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the DCR shall verify progress and completion of the work for the **Hole Brothers shoreline and access improvements** through periodic site inspections. The Contractor or its consultant(s) shall submit to DCR written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress and identification of problems to be addressed.

Task 14: Completion of Hole Brothers Shoreline and Access Improvements

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by an engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall submit three copies of As-Built Plans, certified by an engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to DCR, including a copy of the completion statement and a copy of the As-Built Plans. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to DCR, until DCR concurs that the work on Hole Brothers shoreline and access improvements is complete.

Products: Statement of completion, certified As-Built Plans, and final project report.

C) Route 3 Wave Access Improvements

Task 1: Request for Proposals for consultant services: Route 3 Wave Access Improvements

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to DCR for review and approval prior to release for solicitation of proposals.

Products: Approved RFPs released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 2: Consultant Selection and Compliance with Procurement Requirements

In consultation with DCR, the Contractor and project advisory committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- ▶ Quality and completeness of the response.
- ▶ Understanding of the proposed scope of work.
- ▶ Applicability of proposed alternatives or enhancements to information requested.
- ▶ Cost-effectiveness of the proposal.
- ▶ Qualifications and relevant experience with respect to the tasks to be performed.
- ▶ Reputation among previous clients.
- ▶ Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a professional engineer or licensed architect/landscape architect is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the DCR that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by DCR.

Products: Consultant(s) selected and approved by DCR. Written certification of procurement procedures.

Task 3: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Draft and final, executed consultant subcontract(s).

Task 4: Project Scoping Session

In consultation with DCR, the Contractor shall hold an initial meeting with the consultant(s), and other project partners as appropriate, to review requirements for the **Route 3 Wave Access Improvements**, site conditions, and roles and responsibilities; identify new information needs and next steps; and, transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include:

- project scope
- project area
- project goal and objectives
- existing relevant information
- responsibilities of participants (Contractor, consultant, DCR)
- time frames and deadlines
- expected products

The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 5: Site Reconnaissance and Schematic Designs

(a) Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for designs. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

(b) Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the **Route 3 Wave Access Improvements**, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and DCR.

In consultation with the DCR and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Schematic design alternative selected.

Task 6: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative for the **Route 3 Wave Access Improvements** including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design for the **Route 3 Wave Access Improvements** based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 9: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates for the **Route 3 Wave Access Improvements**. The final design and construction documents shall be provided to the DCR and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by an engineer, architect or landscape architect.

Task 10: Permits

After the final design and construction documents for the **Route 3 Wave Access Improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the DCR and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 11: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents for the **Route 3 Wave Access Improvements** have been approved by the DCR, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the DCR that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to DCR for review and approval, and shall incorporate DCR's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to DCR.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 12: Construction of Route 3 Wave Access Improvements

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify DCR monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the DCR tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 13: Site Inspections

The Contractor, its consultant(s), and/or the DCR shall verify progress and completion of the work for the **Route 3 Wave Access Improvements** through periodic site inspections. The Contractor or its consultant(s) shall submit to DCR written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress and identification of problems to be addressed.

Task 14: Completion of Route 3 Wave Access Improvements

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by an engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) shall submit three copies of As-Built Plans,

certified by an engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to DCR, including a copy of the completion statement and a copy of the As-Built Plans. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to DCR, until DCR concurs that the work on Route 3 Wave Access Improvements is complete.

Products: Statement of completion, certified As-Built Plans, and final project report.

III. Project Reporting

Task 1: Semi-annual Reporting

The Contractor or its consultant(s) shall submit to the DCR semi-annual reports (every six months) on the form provided, including a description of the work accomplished, any problems encountered, and any assistance needed. The report may be submitted as part of a payment request.

Products: Semi-annual reports during the life of the contract.

Task 2: Measurable Results

The Contractor or its consultant(s) shall work with the DCR project manager to complete the Measurable Results Form. Final payment shall not be authorized until the Measurable Results Form has been completed and filed with project deliverables.

Products: Completed Measurable Results Form.

6. Project Management Responsibilities

For this project, the primary contact for the Contractor is Christine Hoffman, Downtown Development Specialist, or her representative or successor. The primary contact shall administer the grant, execute a contract with DCR, and ensure the completion of work in accordance with the approved Work Plan. Unless otherwise specified in the Project Description or under Project Components, the Contractor and/or its approved consultant(s) or subcontractor(s) shall conduct all work as described in the component tasks.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the DCR.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the DCR that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the DCR for any and all consultant subcontracts before beginning project work.

- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the DCR informed of all important meetings for the duration of this contract.
- will receive approval from the DCR before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced reflect the Division of Coastal Resources logo, feature the Secretary of State and the Governor, and acknowledge the contributions of the Division to the project.
- will ensure that all products prepared as a part of this agreement shall include the NYS Comptroller's Contract # as indicated on the Face Page of this Agreement.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the DCR and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the DCR will not be reimbursed unless and until the DCR finds the work or products to be acceptable.
- will participate, if requested by DCR, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Division of Coastal Resources:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project scoping and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve any and all design, site plan, and preconstruction documents before construction may begin.

APPENDIX X

Agency Code: 19000
Contract Period: _____

Contract No.: C006665
Funding for Period: \$500,000

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office at 41 State Street, Albany, New York, 12231 (hereinafter referred to as the STATE), and City of Watertown (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C006665, as amended above and in attached Appendice(s) _____.

Terms and conditions of this amendment are subject to continued availability of funds for this contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

By: _____

(print name)

By: _____

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

State of New York)
County of _____)ss:

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the _____ (title of officer or employee) of the _____ (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

NOTARY PUBLIC

Approved:
Thomas P. DiNapoli
State Comptroller

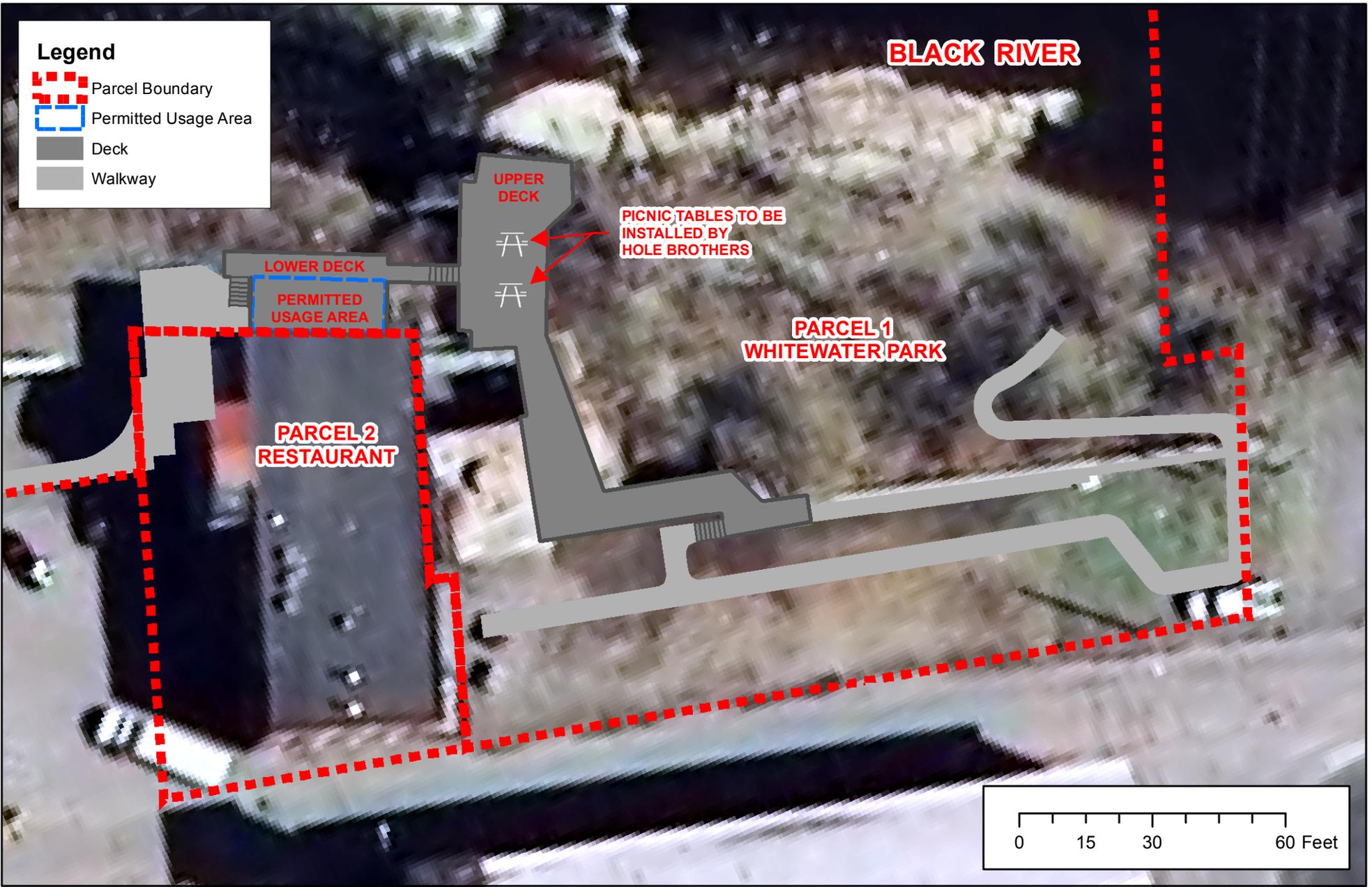
By: _____

Date: _____

ATTACHMENT C

Legend

-  Parcel Boundary
-  Permitted Usage Area
-  Deck
-  Walkway



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT



ROOM 305B, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
TEL: (315) 785-7793

Drawn By: J. Carlsson

Date: 11/8/2013

Approved By:

Date:

Scale: 1 inch = 30 feet

Map Number: 13-10

Revision:	Description of Revision:	Date:	By:



Project:
WHITEWATER PARK PUBLIC ACCESS
LIMITED USE AGREEMENT

Title:
ATTACHMENT C

ATTACHMENT D

ABC Law Rules and Guidelines

- You must provide the City of Watertown with a copy of your license certificate at least 24 hours before the start of your event.
- You as the licensee are responsible for the activities of employees and patrons in all parts of the licensed premises, even if you are not always physically present, to ensure that the business is operating in accordance with the ABC Law.
- Your license certificate must be displayed so that it is in a conspicuous place inside the premises near the point of sale. Copies of the certificate for posting purposes are not acceptable.
- If you wish to make any changes in the structure of your corporation, or if you wish to change the individuals on the license, you must file the appropriate application and obtain approval from the Authority before making these changes.
- Appropriate books and records detailing purchases with invoices and the amount of each sale must be maintained at the premises and made available for inspection by SLA investigators.
- Bartenders, waitresses, waiters, hostesses and/or any persons who handle and receive payment for alcoholic beverages must be at least 18 years old.
- Bus persons and dishwashers who handle containers which have held alcoholic beverages must be at least 16 years old and must be directly supervised by someone at least 21 years old.
- According to Section 260.21 of the Penal Law, persons under the age of 16 must be accompanied by a parent or guardian to enter an on premises establishment.
- Alcoholic beverages must be consumed on the premises.
- Hours of sale are determined by the closing hours in the county where your establishment is located and your license/permit. Be sure you know the proper hours.
- You must have a valid bond in effect at all times.
- Purchases of alcoholic beverages must be made from duly licensed manufacturers and wholesalers. Purchases from retail stores or from any other retail licensee for resale are not permitted.
- Gambling of any type, either professional or social, is not permitted on any licensed premises. Exceptions are the sale of lottery tickets when licensed by the Division of the Lottery and bingo or games of chance when authorized by the State Racing and Wagering Board.
- Refilling or tampering with the contents of any container containing alcoholic beverages is not permitted.

- An alcoholic beverage must be dispensed from the container in which it was received from the wholesaler.
- Any plans to make major physical changes or to substantially alter the licensed premises in any way may require permission from the authority prior to construction.
- Patrons may consume drinks purchased before closing hours up until one-half hour after the legal closing hours.
- To prevent sales to minors, ask for proof. It is a crime to give or sell alcoholic beverages to anyone under the age of 21. You should instruct your employees to check for proof of age before selling any alcoholic beverages. Acceptable documents for identification:
 - Valid New York State driver's license or a valid driver's license from any other state or Canada.
 - Valid identification issued by the New York Department of Motor Vehicles (non-Driver ID card).
 - Valid United States military identification.
 - Valid passport or visa from the United States government or any other country.

<p>College ID OR Sheriff's ID Cards are <i>NOT</i> acceptable Proof of Age.</p>
--

- Have a written policy on what you expect from employees when making alcoholic beverage sales and post the policy for all employees to see.
- Post a "Date Born After" sign in close proximity to all cash registers.
- Establish an ongoing training and education program for all employees.
- Be sure your bartenders, wait staff and clerks understand that they can be arrested for selling alcoholic beverages to minors and/or intoxicated people.
- Support your employees when they refuse to make a sale.
- Encourage responsible drinking when advertising your establishment. Do not use advertising and/or promotions which are designed as inducements for teenagers to drink.

Recognize the signs of intoxication

Slurred speech

Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling

Res No. 3

October 7, 2014

To: The Honorable Mayor and City Council

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

Subject: Dedicating a Portion of Sewall's Island and Nearby Shoreline for Use as Parkland

At its October 6, 2014 meeting, Council agreed to dedicate a portion of Sewall's Island to public recreational use. The attached resolution will officially dedicate the specified parcels as parkland. It also acknowledges that the site will remain closed to the public until remediation is completed, and allows Brookfield to cross the parkland to access their hydroelectric plant.

RESOLUTION

Page 1 of 1

Dedicating a Portion of Sewall's Island and Nearby Shoreline for Use as Parkland

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, New York, has taken ownership of several parcels of land on and around Sewall's Island, and

WHEREAS the City Council has determined that it is the best interest of City and its citizens that a certain portion of these lands be dedicated to public recreational use, and

WHEREAS an active hydroelectric operation exists adjacent to these lands, and relies on vehicle access across these lands, and utility access under these lands, and

WHEREAS the proposed parklands have been mapped, and said map is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that the following parcels shall be henceforth dedicated to public recreational use, subject to the continuing right to access and provide utilities to the hydroelectric plant at 300 Pearl Street, parcel 4-12-102.000, by its owners and designees:

- VL-5 Pearl Street 4-12-105.000
- Sewalls Is 4-12-103.001
- 656 Sewalls Is 4-12-101.000
- VL Sewalls Is 4-12-107.000
- VL-2 Water St 4-13-101.000

BE IT FURTHER RESOLVED that these lands will remain closed to the public until environmental remediation is completed, and the City Manager authorizes public access.

Seconded by



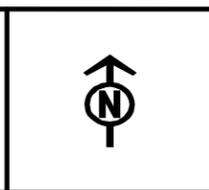
Legend

- Proposed Dedication Areas
- Non City Owned Property
- City Owned Property
- Black River

Revision	Description of Revision	Date	By

Project:	Sewall's Island Redevelopment
Title:	Proposed Park Land Dedication Areas

CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793



Project: Sewall's Island Redevelopment	
Requested By: A.Nichols	
Drawn By: J.Carlsson	Approved By:
Date: 10/7/2014	Date:
Scale: 1 inch = 125 feet	
Title: Proposed Park Land Dedication Areas	

Res No.4

October 15, 2014

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Authorizing City of Watertown to Join the Stormwater Coalition

Water Superintendent Michael J. Sligar reviewed the Stormwater Coalition with City Council at the July 15, 2015 Work Session. The City of Watertown has now received the Intermunicipal Agreement for the Jefferson County Stormwater Coalition for signature. As detailed in Mr. Sligar's attached report, the purpose of the coalition is for affected municipalities to pool assets in a cooperative effort to address mutually shared obligations imposed upon each by the regulatory agencies.

Attached for City Council consideration is a Resolution authorizing the City of Watertown to join the Stormwater Coalition and approves the Intermunicipal Agreement.

RESOLUTION

Page 1 of 2

Authorizing City of Watertown to Join the Stormwater Coalition

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, New York, has been declared by the New York State Department of Environmental Conservation (NYSDEC) an “entity” within the Jefferson County Municipal Separated Storm Sewer System (JC MS4) together with the Villages of Black River, Brownville, Carthage, Dexter, and West Carthage, as well as the Towns of LeRay, Rutland, and Watertown each of which are also declared “entities,” and

WHEREAS the above declaration imposes upon the City of Watertown to implement a Stormwater Management Program, and regulations, as administered by the NYSDEC, encourages owners and operators of entities within small MS4s to cooperate when implementing their Stormwater Management Programs, and

WHEREAS the nine declared entities formed an “ad hoc” group to explore the potentials for efficiencies and economies of scale enabled by a cooperative type effort in fulfilling obligations imposed upon the group by the Regulatory Agencies, conducting its first meeting on September 5, 2013 and meeting monthly thereafter, and

WHEREAS the group members recognize the benefits of cooperation to achieve improved quality and a greater cost effective approach for accomplishing same, and

WHEREAS an INTERMUNICIPAL AGREEMENT FOR THE JEFFERSON COUNTY STORMWATER COALITION has been prepared by the “ad hoc” group to formalize their cooperative group (copy attached and made a part of this resolution), and

WHEREAS at a Work Session of the City Council of the City of Watertown on July 15, 2014, the City Council heard presentations on and discussed particulars of the prepared INTERMUNICIPAL AGREEMENT and by a vote then taken with 5 members of the City Council in favor of joining the COALITION and with none opposed, and

WHEREAS the City Council of the City of Watertown wishes to confirm the decision to join the COALITION by formal Resolution,

RESOLUTION

Page 2 of 2

Authorizing City of Watertown to Join the Stormwater Coalition

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

NOW THEREFORE BE IT NOW RESOLVED that the City of Watertown hereby joins the Jefferson County Stormwater Coalition, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby designates Michael J. Sligar, Superintendent of Water, as its permanent representative and Sharon Addison as an alternate representative, and

BE IT FURTHER RESOLVED that Michael J. Sligar is hereby authorized and directed to sign the Intermunicipal Agreement, which is attached and made part of this resolution, on behalf of the City of Watertown.

Seconded by

**INTERMUNICIPAL AGREEMENT
JEFFERSON COUNTY STORMWATER COALITION**

This INTERMUNICIPAL AGREEMENT, by and among owners and operators of small Municipal Separate Storm Sewer Systems (“MS4s”), as follows: Town of LeRay, Town of Rutland, Town of Watertown, Village of Black River, Village of Brownville, Village of Carthage, Village of Dexter, Village of West Carthage, and City of Watertown, hereinafter referred to as “Coalition Members,” hereby creates the Jefferson County Stormwater Coalition, as of December 31, 2013.

WHEREAS, the U.S. Environmental Protection Agency’s Phase II stormwater regulations (40 C.F.R. Sections 9, 122, 123, and 124) require owners and operators of small MS4s in New York State to obtain permit coverage under the New York State Department of Environmental Conservation’s SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002); and

WHEREAS, the U.S. EPA Phase II Stormwater regulations require owners and operators of small MS4s who obtain general permit coverage to develop and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable in order to protect water quality and to satisfy the appropriate water quality requirements of New York State’s Environmental Conservation Law and the Clean Water Act; and

WHEREAS, the U.S. EPA Phase II Stormwater regulations, as administered by the New York State Department of Environmental Conservation, encourages owners and operators of small MS4s to cooperate when implementing their Stormwater Management Programs; and

WHEREAS, the owners and operators of small MS4s recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to save time, money, and energy by working collaboratively, the Coalition members should work together to meet the requirements of the U.S. EPA Phase II Stormwater regulations; and

WHEREAS, the Coalition members recognize the benefits of cooperation to achieve improved water quality and flood control, and;

WHEREAS, the Coalition members have met on a monthly basis beginning in September of 2013 to collaborate on a shared Stormwater Management Program and pool resources to meet the requirements of the U.S. EPA Phase II Stormwater regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. **TERM.** The term of this agreement shall be for **three** years and shall commence on December 31, 2013 and terminate on December 31, 2016, unless extended or renewed.
2. **PURPOSE.** To authorize the work of the Jefferson County Stormwater Coalition whose purpose it is to work collectively to:
 - A. Facilitate the use of existing or future resources, organizations, and programs for the provision of services necessary to comply with the requirements of the U.S. EPA Phase II Stormwater regulations

and the permit conditions of GP-0-10-002 issued by the New York State Department of Environmental Conservation for all of the Coalition members; and,

B. Protect and/or improve the water quality of local surface water bodies (i.e., streams, rivers, lakes) in accordance with State, County, and local water quality regulations, planning documents and policies; and,

C. Research and implement appropriate funding mechanisms to meet the financial needs of compliance with the Phase II Stormwater regulations and GP-0-10-002; and,

D. Cooperatively prepare a template for submission of the Annual Report to the New York State Department of Environmental Conservation on behalf of all Coalition members according to GP-0-10-002.

3. MEMBERSHIP.

A. The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition.

B. Each member of the Coalition shall have one (1) vote at all meetings.

C. In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of the voting membership shall be required.

For actions requiring a supermajority:

2. A supermajority of 75% of the coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, including amendments to the annual membership fee.
3. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

D. The Coalition shall elect a Chairman, Vice Chairman, and Secretary and such other officers as it shall deem appropriate, and for such terms as it shall establish, and shall assign to such officers such responsibility and authority, consistent with this Agreement, as it shall deem appropriate. No member of the Coalition shall receive compensation for services as a member or officer of the Coalition, but members may be reimbursed for expenses previously authorized by the Coalition.

E. The Coalition shall appoint a Treasurer. The Coalition shall assign this position to a qualified employee or elected official from the municipality authorized to hold and manage "The Jefferson County Stormwater Coalition" account (See Section 4 Part C). If this individual is not identified as a permanent representative, he/she will be made an ex officio member of the Coalition.

F. The Coalition shall adopt by-laws relating to the conduct of its proceedings and such other administrative matters as it may deem appropriate.

G. The Coalition may admit additional members upon execution of this Agreement to undertake all rights and responsibilities included in this Agreement, and further conditioned upon payment of \$3,500 and the full annual membership fee for that calendar year.

H. This Intermunicipal Agreement and By-Laws shall be reviewed annually by Coalition Members at the annual meeting of the Coalition.

4. FINANCIAL OBLIGATION.

A. Each Coalition Member shall pay an annual membership fee. Membership fees shall be used to fund activities required to fulfill the purposes of the Stormwater Coalition and shall serve as local match funds for federal and state grants awarded to the Coalition. The fee schedule is attached as Appendix A. Future fee schedules shall be established by the Coalition pursuant to Section 3.C.3 above.

B. The Coalition Treasurer shall submit invoices for the annual fee to the designated representative of each Coalition Member no later than January 30 of each calendar year. If, after receipt of such invoice, any Coalition Member shall fail to pay such fee within 60 days (or, for fiscal years that begin later than January 1, within 60 days of the beginning of its next fiscal year), it shall thereupon cease to be a Coalition member.

C. The Coalition shall designate and authorize a qualified municipality to hold and manage a separate Account on behalf of the Coalition, where the annual fees shall be deposited. This account shall be identified as the "Jefferson County Stormwater Coalition." Such designation shall be reviewed and re-authorized on an annual basis at the Annual Meeting of the Coalition. The authorized municipality may seek reimbursement for administrative expenses to oversee the account.

D. The Coalition shall not incur any financial obligations in excess of the funds on deposit in the Coalition's account.

E. The Coalition may not be dissolved until all accounts payable/receivable, grants or applications, works in progress, existing claims or liabilities by or against the Coalition be fully closed, completed, and/or settled and that upon such dissolution any existing Coalition funds shall be held in escrow for one year pending final settlement of any known existing Coalition obligations, accounts, or debts by the Treasurer who shall be authorized to pay and settle all such obligations, accounts, or debts. To the extent that any Coalition funds are then remaining, the Treasurer shall distribute such funds equally (or on a pro-rata basis depending on whether annual membership fees are equal or not) to the Coalition Members having representatives on the Coalition at the time of dissolution.

F. Any Coalition Member may withdraw from this Agreement upon 60 days written notice to the Chairman of the Coalition. A Coalition Member which elects to withdraw shall be liable for its full annual contribution as provided in Section 4 of this Agreement of the calendar year in which withdrawal occurs.

5. TERMS AND CONDITIONS.

A. Staff from the Jefferson County Department of Soil and Water (JCDSW) may act as contractors for providing administrative services to the Jefferson County Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and development of annual report templates and other guidance information to assist the individual MS4s in satisfying the requirements of GP-0-10-002. Additional services provided by ECDEP may include, but are not limited to, public education and outreach, public involvement initiatives, assistance with illicit discharge detection and elimination, assistance with construction site compliance oversight, and assistance with employee training. If JCDSW will act as a consultant to the Coalition, it must submit a proposed annual budget and work plan, including administrative services, to the Coalition on an annual basis for approval, beginning in January 2014. JCDSW staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to JCDSW for any services outside of the workplan approved by the Coalition.

B. This Agreement may be modified or amended only in writing duly executed by all Coalition Members, which shall be attached to and become a part of this Agreement.

C. Each Coalition Member shall be solely responsible and liable for its own activities under this Agreement, for obtaining its permit coverage under the SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

6. MISCELLANEOUS.

A. This Agreement constitutes the entire Agreement among and between the Coalition members and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

B. If any provision, paragraph, sentence, or clause of this agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, or clause had not been contained herein.

C. Each Coalition Member represents and warrants to the Coalition, and to the other Coalition Members, that it has been fully authorized to execute and to perform this Agreement, and that its execution and performance of this Agreement will not violate any legal duty or restriction.

7. EXECUTION.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

TOWN OF LERAY

By: 
Its:
Hereunto Duly Authorized

TOWN OF RUTLAND

By: 
Its:
Hereunto Duly Authorized

TOWN OF WATERTOWN

By: 
Its:
Hereunto Duly Authorized

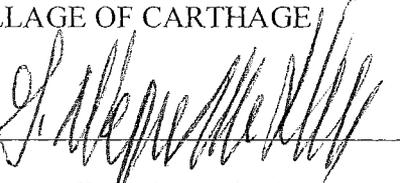
VILLAGE OF BLACK RIVER

By: 
Its:
Hereunto Duly Authorized

VILLAGE OF BROWNVILLE

By: 
Its:
Hereunto Duly Authorized

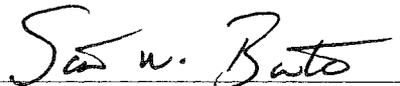
VILLAGE OF CARTHAGE

By: 
Its:
Hereunto Duly Authorized

VILLAGE OF DEXTER

By: 
Its:
Hereunto Duly Authorized

VILLAGE OF WEST CARTHAGE

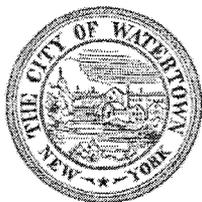
By: 
Its:
Hereunto Duly Authorized

CITY OF WATERTOWN

By: _____
Its:
Hereunto Duly Authorized

**APPENDIX A
TO
INTERMUNICIPAL AGREEMENT
JEFFERSON COUNTY STORMWATER COALITION**

The Fee Schedule commencing January 1 and ending on December 31, 2014 shall be \$3,500 per Coalition Member.



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

Aaron T. Harvill
Chief Plant Operator
Water Treatment

R. Mark Crandall
Chief Plant Operator
Wastewater Trmt

Kevin Patchen
Supervisor
Water Distribution

Date: October 15, 2014
To: Sharon Addison, City Manager
From: Michael J. Sligar, Superintendent of Water
Subject: Intermunicipal Agreement for the Jefferson County Stormwater Coalition

As is formally recited in the attached resolution, an ad hoc group has been meeting for more than one year exploring the potentials of forming the Jefferson County Stormwater Coalition. To that end, the Intermunicipal Agreement also attached was prepared and the remaining eight members have already formally signed. The purpose of the coalition is for affected municipalities to pool assets in a cooperative effort to address mutually shared obligations imposed upon each by the regulatory agencies (the USEPA promulgated rules to be administered by the NYS Department of Environmental Conservation).

The City Council hosted a presentation and discussion of the Coalition at its work session held July 15, 2014 where the attached Agreement was reviewed. At that work session, the City Council voted unanimously to join. The attached Resolution formalizes the City's decision to join and designates myself as the Coalition's permanent representative and you as the alternate representative.

Res No. 5

October 15, 2014

To: The Honorable Mayor and City Council

From: Erin E. Gardner, Superintendent of Parks and Recreation

Subject: Franchise Agreement with Top Shelf Hockey LLC for 2014-2015 Ice Season - Alcohol Revision

Attached for Council consideration and approval is an amended Franchise Agreement for Top Shelf Hockey LLC, for the 2014-2015 ice season. Top Shelf Hockey LLC has requested to apply for a beer and wine license in their name. The current contract allows for Top Shelf Hockey LLC to work with an outside vendor to provide their beer and wine sales. The Franchise Agreement has been amended to allow Top Shelf Hockey LLC to obtain their own license or go through an outside vendor.

Should Council have questions or concerns, please contact Superintendent Gardner.

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

WHEREAS City Council approved a Franchise Agreement with Top Shelf Hockey, LLC on June 16, 2014, and

WHEREAS this Franchise Agreement with Top Shelf Hockey, LLC, has now been amended to include language that allows for the sale of beer and wine at the games,

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, as described in Section II (h) of this Agreement. 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 or the Federal Hockey League 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 their 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. During home TSH games, the TSH shall be permitted to have the exclusive concession for the sale of beer and wine by a fully licensed New York licensee holding a catering permit for each home game. The terms of service and insurance requirements for this concession are set forth later in this Agreement.

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 1st 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 1st day of the month for that month's scheduled ice time. If full payment is not made by TSH by the 1st 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.

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 the City grants such franchise upon the terms outlined in this section. TSH may provide such sales itself or enter into a sub-franchise agreement with a vendor. The entity actually selling the beer and wine 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 or its sub-franchisee 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 or its sub-franchisee vendor shall provide the City with a copy of any application made to the SLA for the seasonal license. TSH or 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 either the party directly responsible for the sale of alcoholic beverages or 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 TSH or the vendor has sold beverages in violation of any of the applicable rules and regulations, including any term of the franchise, TSH right to sell or contract with a sub-franchisee for the sale of alcohol on the premises will be immediately revoked.

TSH acknowledges 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 acknowledges 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/Workers Compensation Insurance.

TSH shall provide commercial general liability insurance, naming the City as an additional insured to the City's specifications, 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 a copy of Workers Compensations Insurance to the City before October 1, 2014.

e. Code Compliance.

TSH acknowledges that all activities of the franchisee 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 the Arena, or by or resulting from any act or omission of Privateers 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 undertake a good faith effort to reasonably schedule practice ice time at levels comparable to the TSH schedule for the 2013-2014 season.

c. 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.

a. The City and TSH agree that venue for any legal action arising from a claimed breach of this Franchise Agreement is in the Supreme Court, State of New York, in and for the County of Jefferson. d. 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.

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.

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.

Section IX – Venue and Applicable Law.

b. This Agreement shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the City and TSH have caused this Franchise Agreement to be executed by authorized agents to be effective as of October 1, 2014.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison, City Manager

TOP SHELF HOCKEY, LLC

By: _____
Stan Tibbles, Owner / President

STATE OF NEW YORK)
) SS:
COUNTY OF JEFFERSON)

On the ____ day of _____, 2014, before me, a notary public in and for said State, personally came Sharon Addison, to me known, who being by me duly sworn, did depose and say that she resides in Watertown, New York; and that she is the City Manager of the CITY OF WATERTOWN, NEW YORK, the municipal corporation described in and which executed the above instrument; and that she signed her name thereto by the authority of the Watertown City Council.

Notary Public

STATE OF NEW YORK)

Res No. 6

October 15, 2014

To: The Honorable Mayor and City Council

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

Subject: Approving the Site Plan for the Construction of a 2,007 Square Foot Restaurant with Drive-Through at 501 Mill Street, Parcel 2-02-101

A request has been submitted by James Hagan for the above subject site plan approval.

The Planning Board will be reviewing the request at its special October 16, 2014 meeting. We've had to make assumptions to prepare this resolution in order to keep the applicant on schedule. If the Planning Board makes a different decision, a revised resolution will be presented to the Council on Monday.

Attached is the report on the request prepared for the Planning Board.

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 September 19, 2014, subject to the conditions recommended by the Planning Board.

RESOLUTION

Page 1 of 4

Approving the Site Plan for the Construction of a 2,007 Square Foot Restaurant with Drive-Through at 501 Mill Street, Parcel 2-02-101

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 James Hagan has submitted an application for site plan approval for the construction of a 2,007 square foot restaurant with drive-through at 501 Mill Street, parcel 2-02-101, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on October 16, 2014, and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

1. The Mill Street driveway shall be marked with traffic flow arrows.
2. The applicant shall replace the existing driveway aprons.
3. The applicant shall provide and label a snow storage area.
4. The applicant shall install a continuous curb between the Main Street West driveway and the intersection with Mill Street, and remove existing curbs in that area. The margin between this curb and the sidewalk shall be restored with landscaping, concrete, or decorative paving.
5. The guy wire which crosses the sidewalk shall be depicted on the site plan.
6. The applicant shall replace any cracked, uneven, or otherwise substandard sidewalk blocks—including across both driveway entrances. Survey monuments along the sidewalk shall be surveyed pre- and post-construction by a PLS to certify that the monuments have not been disturbed.
7. The applicant shall provide and clearly label sidewalk and curb details for any such features to be installed within the City right-of-way.
8. The photometric plan shows only single-head fixtures, but the site plan shows some double-head. The applicant shall correct whichever plan is

RESOLUTION

Page 2 of 4

Approving the Site Plan for the Construction of a
2,007 Square Foot Restaurant with Drive-Through
at 501 Mill Street, Parcel 2-02-101

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

in error and provide updated photometric plans if necessary.

9. The applicant shall depict the proposed electrical service for the new lighting
10. The applicant shall submit a completed, corrected drainage study showing the decrease in runoff for the 1, 10 and 100 year storms. Percolation tests shall be performed, and dry wells shall be sized to handle a 10-year event.
11. Main Street West has a concrete sub-base, which shall be patched to city standards after installation of the storm sewer overflow connection.
12. The applicant shall provide and erosion and sediment control plan and details.
13. The applicant shall label the sizes and materials of existing utilities, and call out the sanitary and storm pipe slopes.
14. The water line shall be 2” Type K Copper.
15. The applicant shall label inverts for the proposed stormwater system, and any foundation drains and roof drains shall be depicted, and their connection points called out.
16. A sanitary sewer cleanout and a water line curb stop shall be installed at the street margin.
17. The applicant shall add a large maturing street tree on the West Main Street frontage along with planting beds containing shrubs and perennials.
18. The applicant shall add planting beds containing shrubs and perennials in between the trees along Mill Street.
19. The applicant shall add large maturing deciduous trees of various species spaced 40’ on center or small to medium deciduous trees of various species spaced 20’ on center in the landscaped areas along the western and northern property lines.
20. To ensure that the existing tree to remain survives the construction, the

RESOLUTION

Page 3 of 4

Approving the Site Plan for the Construction of a 2,007 Square Foot Restaurant with Drive-Through at 501 Mill Street, Parcel 2-02-101

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

applicant should include a tree protection detail to prevent damage to the tree’s root system by construction equipment.

- 21. The applicant shall provide a demolition plan and delete demolished items from the site plans, except for a dashed outline of the existing building.
- 22. The applicant shall provide at least one original stamped and signed boundary and topographic survey, with contour elevations clearly labeled.
- 23. The applicant shall assemble the site parcels by filing a deed with the County Clerk that describes the entire property as a single parcel, prior to issuance of a Certificate of Occupancy.
- 24. The dumpster enclosure shall not be placed within 15’ of the property line without written permission from the neighboring property owner.
- 25. The applicant has not provided all necessary details and cut sheets. The applicant will be provided a list, and shall provide all requested details for approval by the City Engineer.

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

RESOLUTION

Page 4 of 4

Approving the Site Plan for the Construction of a 2,007 Square Foot Restaurant with Drive-Through at 501 Mill Street, Parcel 2-02-101

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

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 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 a 2,007 square foot restaurant with drive-through at 501 Mill Street, parcel 2-02-101, as depicted on the plans submitted to the City Engineer on September 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 – Tim Horton’s, 501 Mill Street *AM*

DATE: October 1, 2014

Request: Approving the site plan for construction of a 2,007 square foot restaurant with drive-through at 501 Mill Street, parcel 2-02-101

Applicant: James Hagan

Proposed Use: Coffee shop

Property Owner: Zircon Development

Submitted:	
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

Zoning Information:	
District: Commercial	Maximum Lot Coverage: N/A
Setback Requirements: F: 20’, S: 5’, R: 25’	Buffer Zone Required: None

Project Overview: The applicant proposes to demolish an existing bank (currently unoccupied), and construct a new restaurant slightly west of the existing building. The applicant will also be regarding and repaving the parking areas. The restaurant will include a drive-through window. The site is 0.62 acres.

Parking: The applicant will close one curb cut, and use two existing curb cuts for site access. Two-way entrances will thus be provided on both Mill Street and Main Street West. The applicant provides 25 parking spaces, well in excess of the minimum.

The Mill Street driveway should be marked with traffic flow arrows.

The existing driveway aprons are in poor condition and must be replaced.

The applicant should provide and label a snow storage area.

Sidewalks & Curbing: Pedestrian access is provided from the Mill Street sidewalk. Most existing walkways are in acceptable condition. However, the applicant should consider rebuilding the curbing along the property's entire frontage.

On Mill Street, no curbing is present and the margin has been covered in asphalt. On Main Street West, there is partial curbing in a few places, but these curbs are not aligned, and much of the margin has been paved over.

Because of increased traffic expected for the Main Street West driveway, the applicant must install a continuous curb between that driveway and the intersection with Mill Street, and remove existing curbs in that area. This will help protect the existing utility pole from impact by vehicles making right turns into the parking lot. The margin between this curb and the sidewalk must be restored with landscaping, concrete, or decorative paving.

The guy wire which crosses the sidewalk should be depicted on the site plan.

The applicant must replace any cracked, uneven, or otherwise substandard sidewalk blocks—including across both driveway entrances. Survey monuments along the sidewalk must be surveyed pre- and post-construction by a PLS to certify that the monuments have not been disturbed.

The applicant must provide and clearly label sidewalk and curb details for any such features to be installed within the City right-of-way. The applicant's internal details differ from the city's.

Lighting: The applicant depicts seven new light poles, but does not indicate whether the existing poles will be removed. The existing poles branch and provide light to both the applicant's property and the neighboring parking lot. The photometric plan shows new lighting only, with spillage below 0.5 fc.

The photometric plan shows only single-head fixtures, but the site plan shows some double-head. The applicant must correct whichever plan is in error.

The applicant must depict the proposed electrical service for the new lighting.

Drainage & Grading: The applicant will install two new drywells with an overflow discharging into the combined sewer on Main Street West. All existing site runoff appears to be directed to the combined sewer, either via the trench drain, or via the street catch basins.

An increase in runoff to the combined sewer will not be permitted. The applicant must submit a completed, corrected drainage study showing the decrease in runoff for the 1, 10 and 100 year storms. The submitted report, along with the subsequent email correction, indicates an increase in runoff to the combined sewer under proposed conditions. Percolation tests must be performed, and dry wells must be sized to handle a 10-year event.

Main Street West has a concrete sub-base, which must be patched to city standards after installation of the storm sewer overflow connection.

The applicant must provide and erosion and sediment control plan and details.

Utilities: The applicant should provide the site details on a separate sheet, and re-label sheet 2 as "Grading and Utility Plan." Parking lot striping should be deleted from the grading plan (except for the handicaps spaces).

The sizes and materials of existing utilities must be labeled, and the sanitary and storm pipe slopes must be called out. The water line should have different line styles for the existing and proposed portions. The pipe must be 2" Type K Copper.

Inverts must be included for the proposed stormwater system. Any foundation drains and roof drains must be depicted, and their connection points called out.

A sanitary sewer cleanout and a water line curb stop must be installed at the street margin.

Landscaping: Because a separate landscaping plan is not provided, sheet 1 should be labeled “Site and Landscaping Plan.”

Section 310-59, Paragraph C of the Zoning Ordinance requires a 15’ landscaped area in the front yard, 5’ in the side yards and 5’ in the rear yard for parcels located in Commercial Districts. The proposed site plan shows that the required landscape setback areas have been provided. One existing tree, three new trees and grass are currently proposed for those areas. Staff evaluated the plan based on the Planning Board’s Adopted Landscaping and Buffer Zone Guidelines and found that the landscaping plan is somewhat lacking. In order to meet the intent of the guidelines, several additions should be made to the landscaping plan. An additional large maturing street tree should be added on the West Main Street frontage along with planting beds containing shrubs and perennials. Planting beds containing shrubs and perennials should also be added in between the trees along Mill Street. Large maturing deciduous trees spaced 40’ on center or small to medium maturing deciduous trees spaced 20’ on center should be added in the landscaped areas along the western and northern property lines. When selecting the additional tree species for the landscape plan, the applicant should select a variety of trees such that no one species makes up more than 15% of the total amount. The guidelines contain species information that applicant can use in preparing the revised plan.

As noted above, the plans call for an existing 4” Red Maple to be preserved on the Mill Street side of the property. To ensure that the tree survives the construction, the applicant should include a tree protection detail to prevent damage to the tree’s root system by construction equipment. The detail would likely include the installation of construction fencing around the dripline of the tree.

Miscellaneous: The applicant should remove the guardrails that surround the parking lot to support the installation of the additional landscaping noted above and to facilitate snow removal and lawn maintenance operations.

The applicant must provide a demolition plan and delete demolished items from the site plans, except for a dashed outline of the existing building. The applicant should also revise the plans so that proposed features are shown in bold line styles and existing features in light styles.

The street names should be corrected on the site plan—“Main Street West” rather than “West Main Street.”

The applicant must provide at least one original stamped and signed boundary and topographic survey. The survey contour labels are not visible on the provided print.

The survey shows a right of way extending 4.75’ to each side of the western property line. The site plan shows this right-of-way in a different location, the applicant must correct the site plan. This private right-of-way appears to be abandoned; the City has no interest in preserving access.

The site plan should show the zoning districts of neighboring properties.

The applicant’s property consists of four informally combined parcels. The applicant must assemble the parcels by filing a deed with the County Clerk that describes the entire property as a single parcel, prior to issuance of a Certificate of Occupancy.

The dumpster enclosure may not be placed within 15’ of the property line without written permission from the neighboring property owner.

The applicant has not provided all necessary details and cut sheets. The applicant will be provided a list, and must provide all requested details for approval by the City Engineer.

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 Mill Street driveway shall be marked with traffic flow arrows.
2. The applicant shall replace the existing driveway aprons.
3. The applicant shall provide and label a snow storage area.
4. The applicant shall install a continuous curb between the Main Street West driveway and the intersection with Mill Street, and remove existing curbs in that area. The margin between this curb and the sidewalk shall be restored with landscaping, concrete, or decorative paving.
5. The guy wire which crosses the sidewalk shall be depicted on the site plan.
6. The applicant shall replace any cracked, uneven, or otherwise substandard sidewalk blocks—including across both driveway entrances. Survey monuments along the sidewalk shall be surveyed pre- and post-construction by a PLS to certify that the monuments have not been disturbed.
7. The applicant shall provide and clearly label sidewalk and curb details for any such features to be installed within the City right-of-way.
8. The photometric plan shows only single-head fixtures, but the site plan shows some double-head. The applicant shall correct whichever plan is in error and provide updated photometric plans if necessary.
9. The applicant shall depict the proposed electrical service for the new lighting
10. The applicant shall submit a completed, corrected drainage study showing the decrease in runoff for the 1, 10 and 100 year storms. Percolation tests shall be performed, and dry wells shall be sized to handle a 10-year event.
11. Main Street West has a concrete sub-base, which shall be patched to city standards after installation of the storm sewer overflow connection.
12. The applicant shall provide and erosion and sediment control plan and details.
13. The applicant shall label the sizes and materials of existing utilities, and call out the sanitary and storm pipe slopes.
14. The water line shall be 2" Type K Copper.
15. The applicant shall label inverts for the proposed stormwater system, and any foundation drains and roof drains shall be depicted, and their connection points called out.
16. A sanitary sewer cleanout and a water line curb stop shall be installed at the street margin.
17. The applicant shall add a large maturing street tree on the West Main Street frontage along with planting beds containing shrubs and perennials.
18. The applicant shall add planting beds containing shrubs and perennials in between the trees along Mill Street.
19. The applicant shall add large maturing deciduous trees of various species spaced 40' on center or small to medium deciduous trees of various species spaced 20' on center in the landscaped areas along the western and northern property lines.
20. To ensure that the existing tree to remain survives the construction, the applicant should include a tree protection detail to prevent damage to the tree's root system by construction equipment.

21. The applicant shall provide a demolition plan and delete demolished items from the site plans, except for a dashed outline of the existing building.
22. The applicant shall provide at least one original stamped and signed boundary and topographic survey, with contour elevations clearly labeled.
23. The applicant shall assemble the site parcels by filing a deed with the County Clerk that describes the entire property as a single parcel, prior to issuance of a Certificate of Occupancy.
24. The dumpster enclosure shall not be placed within 15' of the property line without written permission from the neighboring property owner.
25. The applicant has not provided all necessary details and cut sheets. The applicant will be provided a list, and shall provide all requested details for approval by the City Engineer.

cc: City Council Members
Robert J. Slye, City Attorney
Brian Drake, Civil Engineer II
James Hagan, 180 Intrepid Lane, Syracuse NY 13205

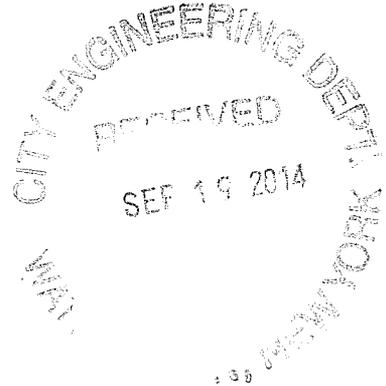
J.S. Hagan Architect P.C.

design build

September 18, 2014

Mr. Justin L. Wood
City of Watertown
Suite 305, City Hall
Watertown, NY 13601

RE: Tim Horton's Restaurant
West Main and Mill Street
Watertown, New York



Dear Justin:

Since we met last week, we have completed our site plan application package and are submitting it for review by the city of Watertown.

Zircon Development LLC, my client, has purchased the .62 acre parcel at the northwest corner of Mill Street and West Main Street in the city. The site was formally occupied by a one story Key Bank branch office. Zircon would like to demolish the existing bank building and construct a new one story 2,007 square foot Tim Horton's restaurant with a drive-thru window. They would like to begin construction this fall so that they can complete the project in early spring of next year. We believe that the plan as prepared will meet the city zoning criteria.

We are enclosing the following documents for the review of the staff, the Planning Board, and a final review by the City Council:

1. (3) copies of the application for site plan approval.
(3) copies of a completed short form EAF.
(3) copies of the property survey prepared by LaFave, White & McGivern.
(3) copies of our full sized site plan drawing #1 and grading plan drawing #2.
(3) full sized copies of the building floor plan and exterior elevations.
2. (13) copies of this cover letter, the site plan application form, and (11x17) copies of the above survey and design drawings.

3. An electronic disk on which we have loaded the above documents.
4. A check from Zircon Development LLC in the amount of fifty dollars (\$50.00) for the application fee.
5. We have retained the services of Dunn & Scromo Engineers and they are in the process of preparing the engineering report for the storm drainage facilities. We anticipate submitting the report to you on Tuesday, October 23, 2014.

We would like to be placed on the agenda for the next meeting of the City Planning Board on October 7, 2014. Assuming our submission is acceptable to the Planning Board, we would then like to appear before the City Council on October 20, 2014.

Thank you for your assistance. Please call us if you require any additional information.

Best Regards,

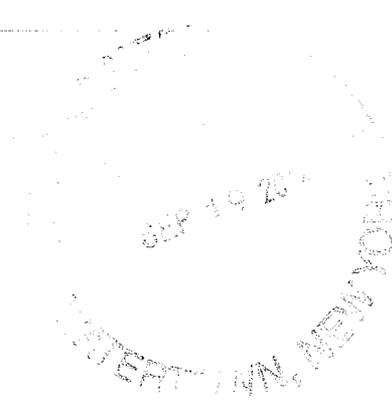


James S. Hagan

J.S. Hagan Architect, P.C.

Enclosures

cc: Ed Valentine at Zircon Development





CITY OF WATERTOWN SITE PLAN APPLICATION

1869

** 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: Proposed Tim Horton's
Tax Parcel Number: 2-02-101.00, 2-02-136.00, 2-02-102.00, 2-02-103.00
Property Address: 501 Mill Street
Existing Zoning Classification: Commercial

OWNER OF PROPERTY

Name: Zircon Development LLC
Address: P.O. Box 840
Watertown, New York 13601
Telephone Number: 315-782-0982
Fax Number: _____

APPLICANT

Name: Zircon Development LLC
Address: P.O. Box 840
Watertown, New York 13601
Telephone Number: 315-782-0982
Fax Number: _____
Email Address: edwardvalentine@yahoo.com

ENGINEER/ARCHITECT/SURVEYOR

Name: Jim Hagan , J.S. Hagan Architect P.C.
Address: 180 Intrepid Lane
Syracuse, New York 13205
Telephone Number: 315-469-4282
Fax Number: 315-469-4276
Email Address: jim@jshagan.com

OPTIONAL MATERIALS:

- 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 MATERIALS:

** 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.

- COMPLETED ENVIRONMENTAL ASSESSMENT FORM** (Contact us if you need help choosing between the Short EAF and the Full EAF):

<http://www.dec.ny.gov/permits/6191.html>

- 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)

- 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”.
- 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.
- 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.
- 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).

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

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.

** 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.

** 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.

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: _____

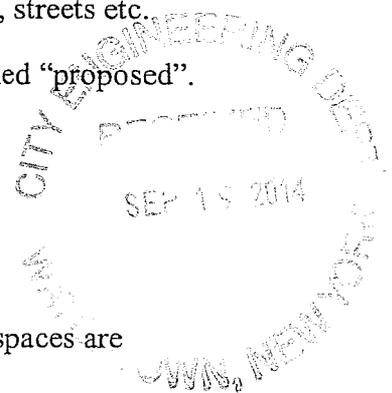
Explanation for any item not checked in the Site Plan Checklist.

_____ Maintenance and Protection of Traffic Plans will be provided
_____ after discussion with City Engineer's office.

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)
- COMPLETED PART I OF ENVIRONMENTAL ASSESSMENT FORM**
- SITE PLAN SKETCH**
 - Pertinent existing above ground features are shown and labeled including, but not limited to, buildings, parking spaces, driveways, sidewalks, streets etc.
 - All proposed above ground features are shown and clearly labeled "proposed".
 - Land use, zoning, & tax parcel number are shown.
 - The Plan is adequately dimensioned including radii.
 - All vehicular & pedestrian traffic circulation is shown.
 - Proposed parking & loading spaces including ADA accessible spaces are shown and labeled.
 - 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.
- GENERAL INFORMATION**
 - 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.
 - Explanation for any item not checked in the Site Plan Waiver Checklist.
(Attach separate sheet with explanation and comments)



SIGNATURE

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

Applicant (please print) Edward J. Valentin

Applicant Signature Edward Valentin Date: 9-19-14

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.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Proposed Tim Horton's			
Project Location (describe, and attach a location map): 501 Mill St.; N.W. corner of Mill St. & E. Main St.			
Brief Description of Proposed Action: This project involves the demolition of the existing building on site, formerly Key Bank, and the construction of a new 2,007 S.F. Tim Horton's Restaurant with drive-thru.			
Name of Applicant or Sponsor: Zircon Development LLC		Telephone: E-Mail: edwardvalentine@yahoo.com	
Address: P.O. Box 840			
City/PO: Watertown		State: NY	Zip Code: 13601
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 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 type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		0.62 acres	
b. Total acreage to be physically disturbed?		0.61 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.62 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input checked="" 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 type="checkbox"/> Other (specify): _____ <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"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: Jim Hagan- Architect/Agent for Applicant		Date: 9.18.14
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

Res No.7

October 8, 2014

To: The Honorable Mayor and City Council

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

Subject: Approving Change Order #1 to the Contract with Bach Environmental, Inc. for the Ogilvie Site Foundation Removal and Environmental Remediation

Environmental remediation and site restoration work for the former Ogilvie Foods site were completed as of September 19th. Bach Environmental has submitted their final application for payment which includes cost overruns for several of the bid line items, and underruns for others. An additional line item was added for the cost of removing previously unknown rubble from the old basements.

These changes amount to a net decrease of \$13,713.70. The attached resolution approves Change Order #1, authorizing the line item overages, and reducing the total contract price to \$279,980.50.

\$182,729.37 of the cost is eligible for 83.33% reimbursement by the U.S. Environmental Protection Agency. The total project cost will be approximately \$420,000, of which the EPA grant will pay \$200,000. The budget for the project was \$640,000.

RESOLUTION

Page 1 of 1

Approving Change Order #1 to the Contract with Bach Environmental, Inc. for the Ogilvie Site Foundation Removal and Environmental Remediation

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

WHEREAS on May 5, 2014, the City Council of the City of Watertown approved a bid submitted by Bach Environmental, Inc. in the amount of \$293,694.00 for the Ogilvie Site foundation removal and environmental remediation work, and

WHEREAS Bach Environmental, Inc. has now submitted Change Order #1 for a net price decrease of \$13,713.70,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order #1 to the contract with Bach Environmental, Inc. for the new total contract price of \$279,980.50, a copy of which is attached and made part of this resolution, for the Ogilvie Site Foundation Removal and Environmental Remediation project, and

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

Seconded by

Change Order

No. 1

Date of Issuance: October 1, 2014

Effective Date: October 1, 2014

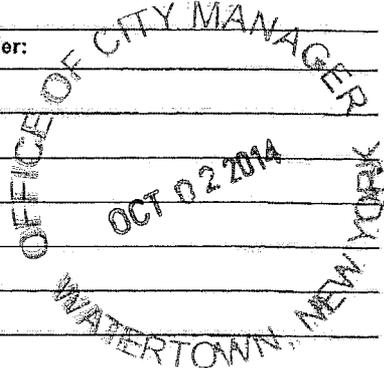
Project: Oglivie Demolition and Remediation	Owner: City of Watertown	Owner's Contract No.:
Contract: Prime		Date of Contract: May 30, 2013
Contractor: Bach Environmental		Engineer's Project No.: 34211

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Additional work removal of rough fill material in old basements. Credit for work not required.

Attachments: (List documents supporting change):

Final quantities per Brian Hosmer, Lu Engineers



CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$293,694.20

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order:
\$293,694.20

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [~~Decrease~~] of this Change Order:
\$13,713.70

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:
\$279,980.50

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:
By: Brian Hosmer
Engineer (Authorized Signature)
Date: 10/1/14

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

DARICE A. BACH
ACCEPTED:
By: Darice A. Bach
Contractor (Authorized Signature)
Date: 10/2/14

Approved by Funding Agency (If applicable): _____

Date: _____

OFFICE OF CITY MANAGER
 OCT 08 2014
 WATERTOWN, NEW YORK

FORMER OGLIVIE FOODS BCP SITE #C623028
 FOUNDATION DEMOLITION, TANK AND SOIL REMOVAL AND
 MONITORING WELL INSTALLATION
 CITY OF WATERTOWN - LU ENGINEERS

ORDER ON CONTRACT # 1

CHANGE TO CONTRACT

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QTY	FINAL QTY	QUANTITY CHANGE	UNIT PRICE	CHANGE TO CONTRACT	
							DECREASE	INCREASE
1	Mobilization/demobilization	LS	1.00	1	0.00	\$22,000.00	\$0.00	
2	Dust Control This decrease is the result of not using this item in the contract	EACH	1.00	0.00	-1.00	\$1,500.00	-\$1,500.00	
3	Soil Erosion Control This decrease is the result of not using this item in the contract	LF	450.00	0.00	-450.00	\$3.95	-\$1,777.50	
4	Placement of Cover Material This decrease is due to an error in the engineer's estimate and actual field measured quantity placed under this contract	CY	4000.00	184.33	-3815.67	\$8.45	-\$32,242.41	
5	Removal and Disposal of Excess Shot Rock This decrease represents the actual field measured quantity placed under this contract item	CY	1000.00	578.00	-422.00	\$11.70	-\$4,938.24	
6	Sanitary Manhole Removal This increase represents the actual field measured quantity placed under this contract item	EACH	3.00	4.00	1.00	\$1,200.00		\$1,200.00
7	Storm sewer closure and Catch Basin Removal	EACH	2.00	2.00	0.00	\$1,300.00	\$0.00	
8	Demolition and Disposal of Concrete Foundations This decrease represents the actual field measured quantity placed under this contract item	CY	1400.00	1005.26	-394.74	\$58.02	-\$22,114.52	
8A	Asphalt Disposal This decrease represents the actual field measured quantity placed under this contract item	CY	200.00	129.16	-70.84	\$32.42	-\$2,296.28	
9	Perforation of Remaining Concrete Slabs	LS	1.00	1.00	0.00	\$9,800.00	\$0.00	
10	Exploratory Test Pits This increase is due to an error in the engineer's estimate along with actual field hours of Test Pit work	PER HR	1.00	16.50	15.50	\$317.50		\$4,921.25
11	UST Removal This decrease of quantity represents the actual quantity measured during completion of work within this item	EACH	2.00	1.00	-1.00	\$8,485.00	-\$8,485.00	
11A	Off Site Transport & Disposal of Petroleum Impacted Water This increase represents the actual field measured quantity disposed of under this contract item	GAL	2500.00	4340	1840.00	\$1.50		\$2,760.00
12	Removal & Disposal of Petroleum Contaminated Soil This increase represents the actual field measured quantity disposed of under this contract item	TONS	300.00	651.96	351.96	\$48.00		\$16,894.08
13	Removal & Disposal of PAH Contaminated Soil This increase represents the actual field measured quantity disposed of under this contract item	TONS	50	145.55	95.55	\$52.00		\$4,968.60
14	Vapor Suppression This decrease is the result of not using this item in the contract	GALS	1.00	0.00	-1.00	\$120.00	-\$120.00	

Res No. 8

October 7, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Appropriation of Funding to the Watertown Saturday
Farmers' Market Association

On March 26, 2014, the Watertown Saturday Farmers' Market Association sent in a request for \$1,000 from the Tourism Fund to allow them to carry out a successful advertising campaign.

A resolution approving this funding is attached for Council consideration.

RESOLUTION

Page 1 of 1

Approving Appropriation of Funding to the Watertown Saturday Farmers' Market Association

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 Council has received a request for funding to support the Watertown Saturday Farmers' Market Association, and

WHEREAS the City Council of the City of Watertown desires to appropriate \$1,000 from the FY 2014-15 Tourism Fund to support the Watertown Saturday Farmers' Market Association, and

WHEREAS the Association will expend the funds to carry out a successful advertising campaign, and

WHEREAS Fiscal Year 2014-15 funding is not to be construed as a commitment of the City to subsequent annual appropriations as future tourism funds may be appropriated for debt service of tourism-related capital projects,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the appropriation of \$1,000 from the FY 2014-15 Tourism fund to support the Watertown Saturday Farmers' Market Association, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to process such funding to the Watertown Saturday Farmers' Market Association.

Seconded by

Watertown Saturday Farmers' Market Association
32401 State Route 126
Carthage, NY 13619
315-778-0470



March 26, 2014

Sharon Addison
City Manager
245 Washington St.
Watertown, NY 13601

Dear Sharon:

The Watertown Saturday Farmers' Market has been in operation since 1990. Our mission has been to provide locally grown vegetables, fruits, meats and baked goods to our community. Unlike other markets in the area, we do not receive funding from a sponsor organization or chamber of commerce. We are writing to ask for your advocacy in a request for a \$1,000 grant from Watertown's allocation of bed tax revenues for marketing and advertizing the Saturday Farmers' Market in the coming season.

In 2014, the market has 12 members. This group represents the core of local growers and producers but is too small a group to self-fund a meaningful advertizing program. The grant funds would be used for improved signage and the most cost effective media publicity generation possible – on-line, free public awareness resources, etc.

We did not have a market manager last year, a primary function of which would have been promotional activities. The market operated at a small deficit; its most significant expenses being rent to the City and insurances. We will hire a manager in 2014 and Watertown's provision of grant funding for advertizing will allow us to provide the manager with the resources to carry out a successful advertizing campaign.

We feel that you should view the market as an important resource to be supported for several reasons:

- It is the only local grower/producer market in the area. By excluding dealers who buy product elsewhere and sell at the market as competitors to local farmers, we are better promoting local farming and helping to sustain local farmers. We feel that local farmer control provides a quality distinction unavailable with imported products.

- The market provides convenient access to high quality local produce for the residents of the downtown area, many of whom are older and less mobile or able to travel to other markets.
- The Saturday Farmer's Market is a very significant JB Wise Pavilion tenant, providing the City with \$1,100 in 2014 rent.
- The market is a destination draw for people of the community and for visitors to Watertown. It brings traffic to the downtown area on Saturday, a shopping day that challenges downtown merchants who do not have the weekday workforce to rely on for business.
- It provides an interesting focal point and connection to lead pedestrian traffic from the Square to the Black River Waterfront, a current development focus for the City.
- Farmers markets across the country are hailed as urban economic development engines. With development, the market and the traffic that it generates could aid in the revitalization of the many vacant storefronts on the JB Wise side of downtown buildings.

Watertown's downtown is busily developing more rental apartments. For these to be desirable and for stable, high-quality occupancy, the downtown area needs to deepen and broaden those features of a city-center neighborhood that define a superior quality of life. The Saturday Farmers' Market is a component that, along with restaurants, entertainment, arts and culture will help advance a more vibrant full-time downtown economy.

We would welcome an opportunity to meet with you to discuss this request or other aspects of our plans for the market, at your convenience.

Thank you.

Sincerely,

Watertown Saturday Farmers' Market Association

Res No. 9

October 7, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Public Benefit Services Agreement, Jefferson County
Historical Society

The Jefferson County Historical Society is requesting consideration for financial support from the Tourism Fund in the amount of \$12,500. This funding would be used to market the facility and exhibits of the Historical Society via media, brochures and posters. The Historical Society has planned museum exhibits, history tours, lectures, and private and community events that will be marketed and promoted to draw visitors to the City of Watertown.

A resolution has been drafted for City Council consideration, along with an Agreement for Public Benefit Services that would allocate \$12,500 in Tourism funds for the 2014-15 Fiscal Year. The attached Agreement for Public Benefit Services has the same terms and conditions that were contained in last year's Agreement between the Historical Society and the City.

Approving Public Benefits Services Agreement
Between the City of Watertown and the Jefferson
County Historical Society

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 Jefferson County Historical Society has requested funding support, and

WHEREAS the City Council of the City of Watertown desires to appropriate \$12,500 from the FY 2014-15 Tourism Fund to support the Jefferson County Historical Society, and

WHEREAS the Jefferson County Historical Society will expend the funds to market and promote the City of Watertown through the public media, print, radio, television, direct contact and other promotional devices and that this will encourage tourism in the City of Watertown, and

WHEREAS the City of Watertown wishes to enter into an Agreement for Public Benefit Services between the City of Watertown and the Jefferson County Historical Society, a copy of which is attached and made a part of this resolution, and

WHEREAS Fiscal Year 2014-15 funding is not to be construed as a commitment of the City to subsequent annual appropriations as future tourism funds may be appropriated for debt service of tourism-related capital projects,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves a Public Benefit Services Agreement between the City of Watertown, New York and the Jefferson County Historical Society, and

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

Seconded by

AGREEMENT FOR PUBLIC BENEFIT SERVICES

BETWEEN

THE CITY OF WATERTOWN, NEW YORK

and

JEFFERSON COUNTY HISTORICAL SOCIETY

MARKETING AND PROMOTION OF THE CITY OF WATERTOWN

This Agreement made by and between the City of Watertown, New York and the Jefferson County Historical Society.

WITNESSETH

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Article I. DESCRIPTION OF PROJECT. The Jefferson County Historical Society shall provide the City of Watertown with its services and shall promote and publicize the advantages of the City of Watertown.

Article II. ELIGIBLE ACTIVITIES. Eligible activities for the Jefferson County Historical Society shall include but not be limited to, all public media, print, radio, television, direct contact, event publicity, contests, or other promotional devices. Also, included shall be promotional materials.

Article III. INELIGIBLE ACTIVITIES. Ineligible activities shall include but not be limited to: land acquisition, staff salary, utilities, fuel, insurance, maintenance and security salaries, construction and renovation costs, interest, purchase of equipment, operating costs and program activities solely directed towards or restricted to organizational membership.

Article IV. TERM OF THIS AGREEMENT. The term of this Agreement shall be for one (1) year, from July 1, 2014 through June 30, 2015.

Article V. MANNER OF PAYMENT.

- A. The amount to be paid from the City of Watertown Special Tourism Funds, as appropriated therefore, shall not exceed Twelve Thousand Five Hundred Dollars (\$12,500) for the term of this Agreement.

- B. Payment shall be made by the City Comptroller upon the receipt of an executed Services Agreement between the City of Watertown and the Jefferson County Historical Society and the rendering of a verified account and the audit of vouchers submitted by the Historical Society. A verified account shall be submitted to the City on or before June 30, 2015.
- C. The Historical Society understands that City funds may only be used for eligible activities and for services actually performed.

Article VI. PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated in this Agreement. Performance of the terms and conditions of this Agreement shall be subject to and performance of all applicable laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives on this _____ day of _____, 2014.

CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison, City Manager

JEFFERSON COUNTY HISTORICAL SOCIETY

By: _____
Jessica Phinney, Executive Director

Res No. 10

October 15, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Agreement for Public Benefit Services, Greater Watertown North Country Chamber of Commerce

During the Work Session on October 14, 2014, City Council discussed the Greater Watertown North Country Chamber of Commerce tourism funding for the coming year. The Chamber's focus is on photography, television commercials and text alerts, as well as website development.

An Agreement for Public Benefit Services with the Greater Watertown North Country Chamber of Commerce has been drafted for City Council approval. The term of this Agreement is July 1, 2014, and runs through June 30, 2015. The Greater Watertown North Country Chamber of Commerce will be paid \$13,000 for these marketing services under the terms of this Agreement. Funding to support this plan is contained in the Fiscal Year 2014-2015 Tourism Fund budget.

RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit Services Between the City of Watertown and the Greater Watertown North Country Chamber of Commerce

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 Council of the City of Watertown wishes to enter into an Agreement for the provision of destination marketing services with the Greater Watertown North Country Chamber of Commerce, and

WHEREAS Fiscal Year 2014-15 funding of this agreement is not to be construed as a commitment of the City to subsequent annual appropriations as future tourism funds may be appropriated for debt service of tourism-related capital projects;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it approves the Agreement for Public Benefit Services with the Greater Watertown North Country Chamber of Commerce in the amount of \$13,000, a copy of which is attached and made a part of this resolution, and

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

AGREEMENT FOR PUBLIC BENEFIT SERVICES

BETWEEN

THE CITY OF WATERTOWN, NEW YORK

and

GREATER WATERTOWN NORTH COUNTRY CHAMBER OF COMMERCE

In Connection With

MARKETING AND PROMOTION OF THE CITY OF WATERTOWN

This Agreement made by and between the City of Watertown, New York and the Greater Watertown North Country Chamber of Commerce.

WITNESSETH

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Article I. DESCRIPTION OF PROJECT. The Greater Watertown North Country Chamber of Commerce shall provide the City of Watertown with its services and shall promote and publicize the advantages of the City of Watertown through the use of destination marketing as detailed below:

- **\$3,500 – Photography**
 - o Capture City-centric events and places of interest; refresh existing photos
- **\$6,000 –Television Commercials and Social Media**
 - o Advertise City-centric events and attractions through local and social media
- **\$3,500 – Website development**
 - o Provide a one-stop web presence for City events and attractions which integrates TIRTDC, City and Chamber web information

Article II. ELIGIBLE ACTIVITIES. Eligible activities for the Greater Watertown North Country Chamber of Commerce shall include but not be limited to, all public media, television campaigns, consumer print ads and inquiry fulfillment. This advertising will include the items detailed above.

Article III. INELIGIBLE ACTIVITIES. Ineligible activities shall include but not be limited to: land acquisition, staff salary, utilities, fuel, insurance, maintenance and security salaries, construction and renovation costs, interest, purchase of equipment, and program activities solely directed towards or restricted to organizational membership.

Article IV. TERM OF THIS AGREEMENT. The term of this Agreement shall be for one (1) year, from July 1, 2014 through June 30, 2015.

Article V. MANNER OF PAYMENT.

- A. The amount to be paid from the City of Watertown Special Tourism Funds, as appropriated therefore, shall not exceed thirteen thousand dollars (\$13,000) for the term of this Agreement.
- B. Payment shall be made by the City Comptroller upon the receipt of an executed Services Agreement between the City of Watertown and the Greater Watertown North Country Chamber of Commerce.
- C. The Greater Watertown North Country Chamber of Commerce understands that all City funds may only be used for eligible activities and for services actually performed.
- D. The Greater Watertown North Country Chamber of Commerce shall refund to the City at the termination of this Agreement, any monies paid by the City of Watertown that remain unused.

Article VI. PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated in this Agreement. Performance of the terms and conditions of this Agreement shall be subject to and performance of all applicable laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives on this _____ day of _____, 2014.

CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison, City Manager

GREATER WATERTOWN NORTH
COUNTRY CHAMBER OF COMMERCE

By: _____
Lynn Pietroski, President and CEO

Res No. 11

October 15, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Agreement for Public Benefit Services, Thousand Islands
International Tourism Council

During the Work Session on October 14, 2014, City Council discussed the Thousands Islands International Tourism Council Destination Marketing Proposal for the coming year. The Tourism Council's focus is on the development, promotion, enhancement and retention of the tourism industry and its associated employment base within the territory encompassing Jefferson County and neighboring Ontario communities along the St. Lawrence River.

An Agreement for Public Benefit Services with the Thousand Islands International Tourism Council has been drafted for City Council approval. The term of this Agreement is July 1, 2014, and runs through June 30, 2015. The Thousand Islands International Tourism Council will be paid \$20,500 for destination marketing services under the terms of this Agreement. Funding to support this plan is contained in the Fiscal Year 2014-2015 Tourism Fund budget.

RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit Services Between the City of Watertown and the Thousand Islands International Tourism Council

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 Council of the City of Watertown wishes to enter into an Agreement for the provision of destination marketing services with the Thousand Islands International Tourism Council, and

WHEREAS Fiscal Year 2014-15 funding of this agreement is not to be construed as a commitment of the City to subsequent annual appropriations as future tourism funds may be appropriated for debt service of tourism-related capital projects;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it approves the Agreement for Public Benefit Services with the Thousand Islands International Tourism Council in the amount of \$20,500, a copy of which is attached and made a part of this resolution, and

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

AGREEMENT FOR PUBLIC BENEFIT SERVICES

BETWEEN

THE CITY OF WATERTOWN, NEW YORK

and

THE THOUSAND ISLANDS INTERNATIONAL TOURISM COUNCIL

In Connection With

MARKETING AND PROMOTION OF THE CITY OF WATERTOWN

This Agreement made by and between the City of Watertown, New York and the Thousand Islands International Tourism Council.

WITNESSETH

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Article I. DESCRIPTION OF PROJECT. The Thousand Islands International Tourism Council shall provide the City of Watertown with its services and shall promote and publicize the advantages of the City of Watertown through the use of destination marketing as detailed below:

- **\$5,000 - Summer Marketing Program**
 - o Funds television and digital ads on targeted networks in Upstate New York, Eastern Ontario and Central Pennsylvania
- **\$5,500 - 1000 Islands International Travel Guide Ad**
 - o Funds a one-page ad in the *1000 Islands International Travel Guide* whose publication is distributed in New York and Ontario welcome centers and as inserts in Ottawa newspapers
- **\$5,000 – Fall season Visit Watertown campaign**
 - o Funds print display ads in newspapers serving Ottawa, Kingston and Brockville and on-line advertising
- **\$5,000 - Winter break campaign**
 - o Funds print and internet advertising targeting Northern New York and Eastern Ontario, includes support of www.wintervisit.com

Article II. ELIGIBLE ACTIVITIES. Eligible activities for the Thousand Islands International Tourism Council shall include but not be limited to, all public media, television campaigns, consumer print ads and inquiry fulfillment. This advertising will include the items detailed above.

Article III. INELIGIBLE ACTIVITIES. Ineligible activities shall include but not be limited to: land acquisition, staff salary, utilities, fuel, insurance, maintenance and security salaries, construction and renovation costs, interest, purchase of equipment, and program activities solely directed towards or restricted to organizational membership.

Article IV. TERM OF THIS AGREEMENT. The term of this Agreement shall be for one (1) year, from July 1, 2014 through June 30, 2015.

Article V. MANNER OF PAYMENT.

- A. The amount to be paid from the City of Watertown Special Tourism Funds, as appropriated therefore, shall not exceed twenty thousand five hundred (\$20,500) for the term of this Agreement.
- B. Payment shall be made by the City Comptroller upon the receipt of an executed Services Agreement between the City of Watertown and the Thousand Islands International Tourism Council.
- C. Thousand Islands International Tourism Council understands that all City funds may only be used for eligible activities and for services actually performed. A copy of audited financial statements of the Thousand Islands International Tourism Council shall be provided to the City on or before June 30, 2015.
- D. The Thousand Islands International Tourism Council shall refund to the City at the termination of this Agreement, any monies paid by the City of Watertown that remain unused.

Article VI. PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated in this Agreement. Performance of the terms and conditions of this Agreement shall be subject to and performance of all applicable laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives on this _____ day of _____, 2014.

CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison, City Manager

THOUSAND ISLANDS
INTERNATIONAL TOURISM COUNCIL

By: _____
Gary DeYoung, Executive Director

Res Nos. 12 and 13

October 7, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Grant of Easements with National Grid/Niagara Power Corporation for Two City-Owned Properties on Factory Street

As we progress with the Factory Street Reconstruction Project, National Grid will be relocating their overhead electric facilities along the street. As stated in City Engineer Justin Wood's attached report, National Grid is requesting a permanent utility easement on two City-owned properties. These documents have been reviewed by the City Attorney.

Resolutions for each Grant of Easement are attached for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Grant of Easement with National Grid/
Niagara Mohawk Power Corporation for
429 Factory Street, Parcel No. 6-04-303.000

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 a project for the reconstruction of Factory Street, PIN 775315, D032467 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the cost of such program to be borne at the ratio of 80% Federal and 20% non-federal funds, and

WHEREAS on April 19, 2010 and October 18, 2010, the City Council adopted resolutions authorizing the Master Federal Aid Local Agreement and the Marchiselli Agreement, respectively which provide \$752,000 and \$141,000 respectively for the costs of the Preliminary Engineering & Right-of-Way Incidentals, and

WHEREAS in support of this project, National Grid/Niagara Mohawk Power Corporation requires an easement for utility work to be performed at the City-owned property known as 429 Factory Street, Parcel No. 6-04-303.000, and

WHEREAS the project is now slated for construction to start in the spring of 2015,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Grant of Easement between the City of Watertown and Niagara Mohawk Power Corporation, a copy of which is attached and made a part of this resolution, for 429 Factory Street, Parcel No. 6-04-303.000, and

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

Seconded by

GRANT OF EASEMENT

City of Watertown of 245 Washington St. Watertown, NY 13601 (hereinafter referred to as “Grantor”), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **Verizon** having an address of **Avenue of Americas New York, NY**, (hereinafter collectively referred to as “Grantees”), for Grantees and their lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the “Easement”) in, under, through, over, across, and upon the Grantor’s land, as described in Section 2 below (the “Grantor’s Land”).

Section 1 – Description of the Easement. The “Easement” granted by the Grantor to the Grantees consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the “Facilities”), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor’s Land described in Section 3 below (the “Easement Area”), and the highways abutting or running through the Grantor’s Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees and vegetation adjacent to the Easement Area that, in the opinion of one or both of the Grantees, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor’s Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantees will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor’s Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

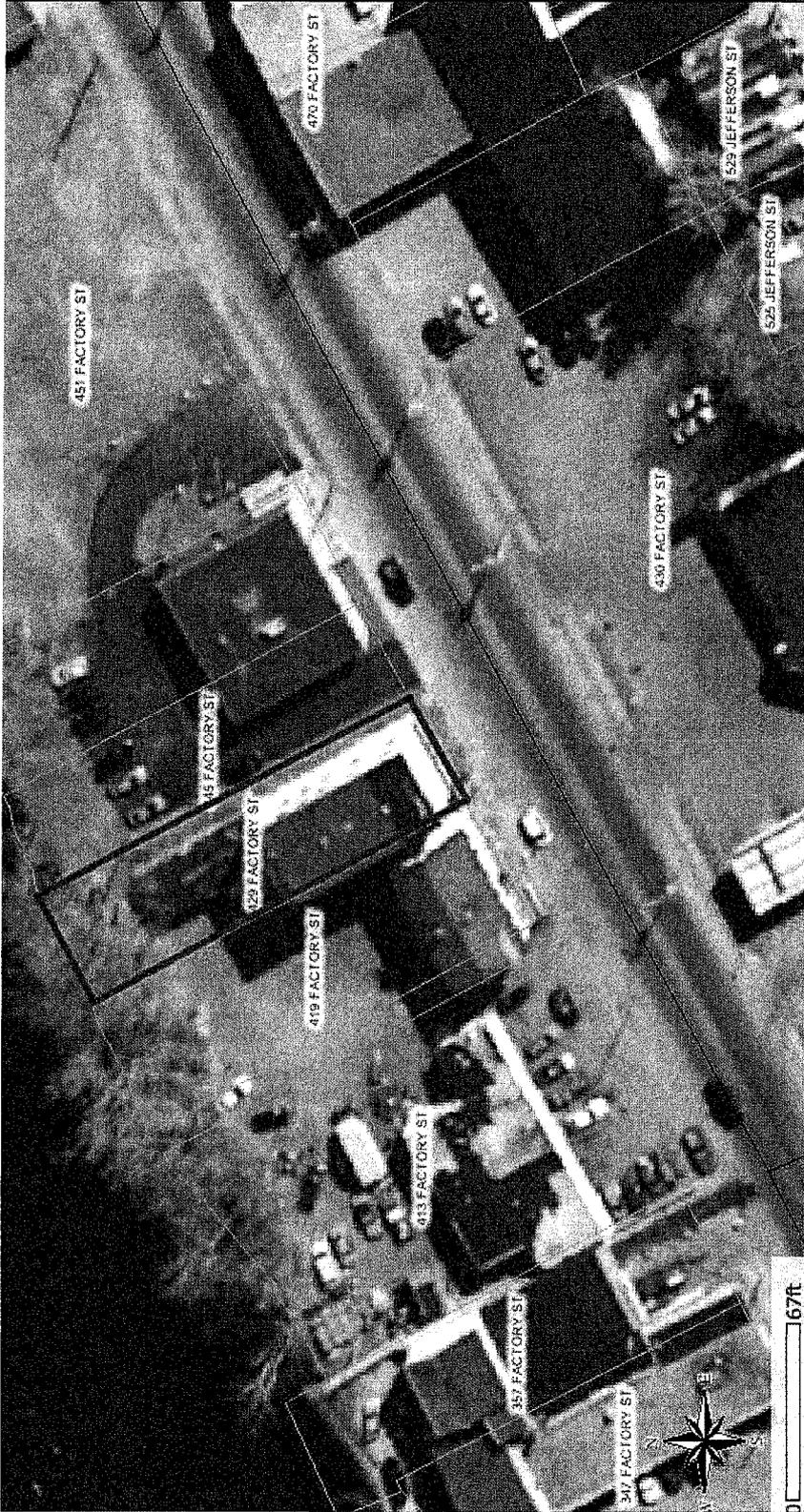
Section 2 – Description of Grantor’s Land. The “Grantor’s Land” is described in a certain Deed recorded in the **Jefferson County Clerk’s Office** on _____ in Liber **2013** of Deeds at Page **11679** and consists of land described as being part of Tax Parcel No. **6-04-303.000** of the **City of Watertown, County of Jefferson, New York**, commonly known as **429 Factory St.** and/or Tax Parcel No. **6-04-303.000**.

Section 3 – Location of the Easement Area. The “Easement Area” shall consist of a portion of the Grantor’s Land **20** feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled **13-13-15821544**, which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees’ prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor’s Land; and the Grantor will forever warrant title to the Grantor’s Land.

429 Factory St.





Photo

Photo 2 of 4

Photo for 6-04-303.000 in City of Watertown

RESOLUTION

Page 1 of 1

Approving Grant of Easement with National Grid/
Niagara Mohawk Power Corporation for
612 Factory Street, Parcel No. 6-06-316.000

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 a project for the reconstruction of Factory Street, PIN 775315, D032467 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the cost of such program to be borne at the ratio of 80% Federal and 20% non-federal funds, and

WHEREAS on April 19, 2010 and October 18, 2010, the City Council adopted resolutions authorizing the Master Federal Aid Local Agreement and the Marchiselli Agreement, respectively which provide \$752,000 and \$141,000 respectively for the costs of the Preliminary Engineering & Right-of-Way Incidentals, and

WHEREAS in support of this project, National Grid/Niagara Mohawk Power Corporation requires an easement for utility work to be performed at the City-owned property known as 612 Factory Street, Parcel No. 6-06-316.000, and

WHEREAS the project is now slated for construction to start in the spring of 2015,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Grant of Easement between the City of Watertown and Niagara Mohawk Power Corporation, a copy of which is attached and made a part of this resolution, for 612 Factory Street, Parcel No. 6-06-316.000, and

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

Seconded by

GRANT OF EASEMENT

City of Watertown of 245 Washington St. Watertown, NY 13601 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and Verizon having an address of Avenue of Americas New York, NY, (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

Section 1 – Description of the Easement. The "Easement" granted by the Grantor to the Grantees consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees and vegetation adjacent to the Easement Area that, in the opinion of one or both of the Grantees, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantees will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

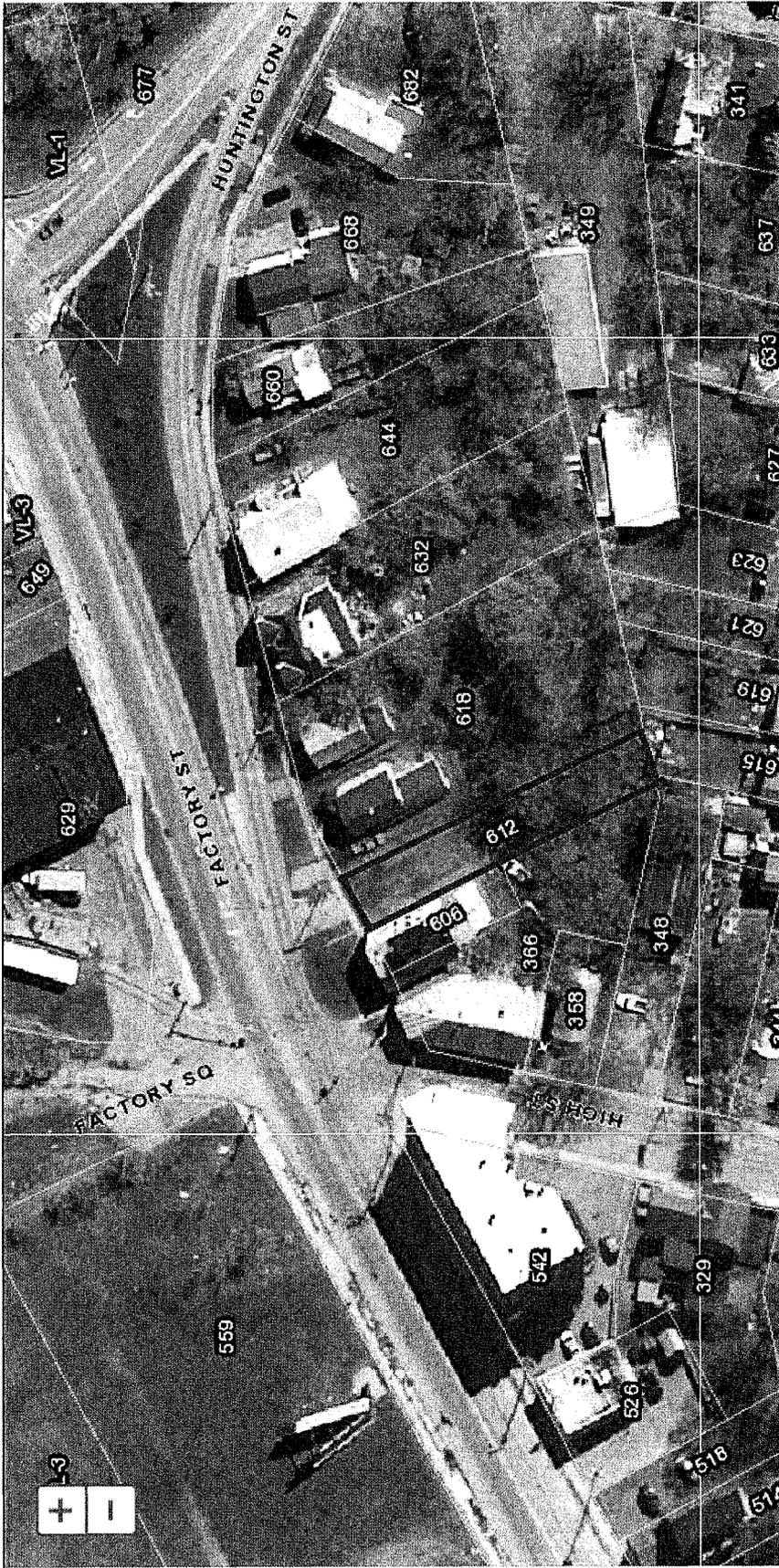
Section 2 – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Jefferson County Clerk's Office on _____ in Liber 2012 of Deeds at Page 10096 and consists of land described as being part of Tax Parcel No. 6-06-316.000 of the City of Watertown, County of Jefferson, New York, commonly known as 612 Factory St. and/or Tax Parcel No. 6-06-316.000.

Section 3 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled 13-13-15821544, which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

612 Factory Street





CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 4 October 2014

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Factory Street – Grant of Easements to National Grid

As part of the planned Factory Street Reconstruction Project, National Grid will be relocating their overhead electric facilities along the street. In order to accommodate the relocated utility corridor, National Grid is requesting a permanent utility easement on two City owned parcels for the installation of utility pole guy anchors.

The first property, on which an easement is being sought, is addressed as 429 Factory Street, being Parcel Number 6-04-303.000. The City acquired the parcel for back taxes in 2013, and proceeded with demolition of a dilapidated building which formerly stood on the property. The now vacant parcel will be retained by the City to allow installation of a new storm sewer outfall, planned as part of the Factory Street Reconstruction Project.

The second property, on which an easement is being sought, is addressed as 612 Factory Street, being Parcel Number 6-06-316.000. The City acquired the parcel for back taxes in 2012, and it currently sits vacant. The granting of this utility easement will not affect our ability to sell it in the future should the City decide put it up for auction.

The Grant of Easement documents have been reviewed by the City Attorney, and deemed acceptable. Please prepare a resolution for Council consideration.

Enc.

Cc: Brian Phelps, City Assessor
Jim Mills, City Comptroller

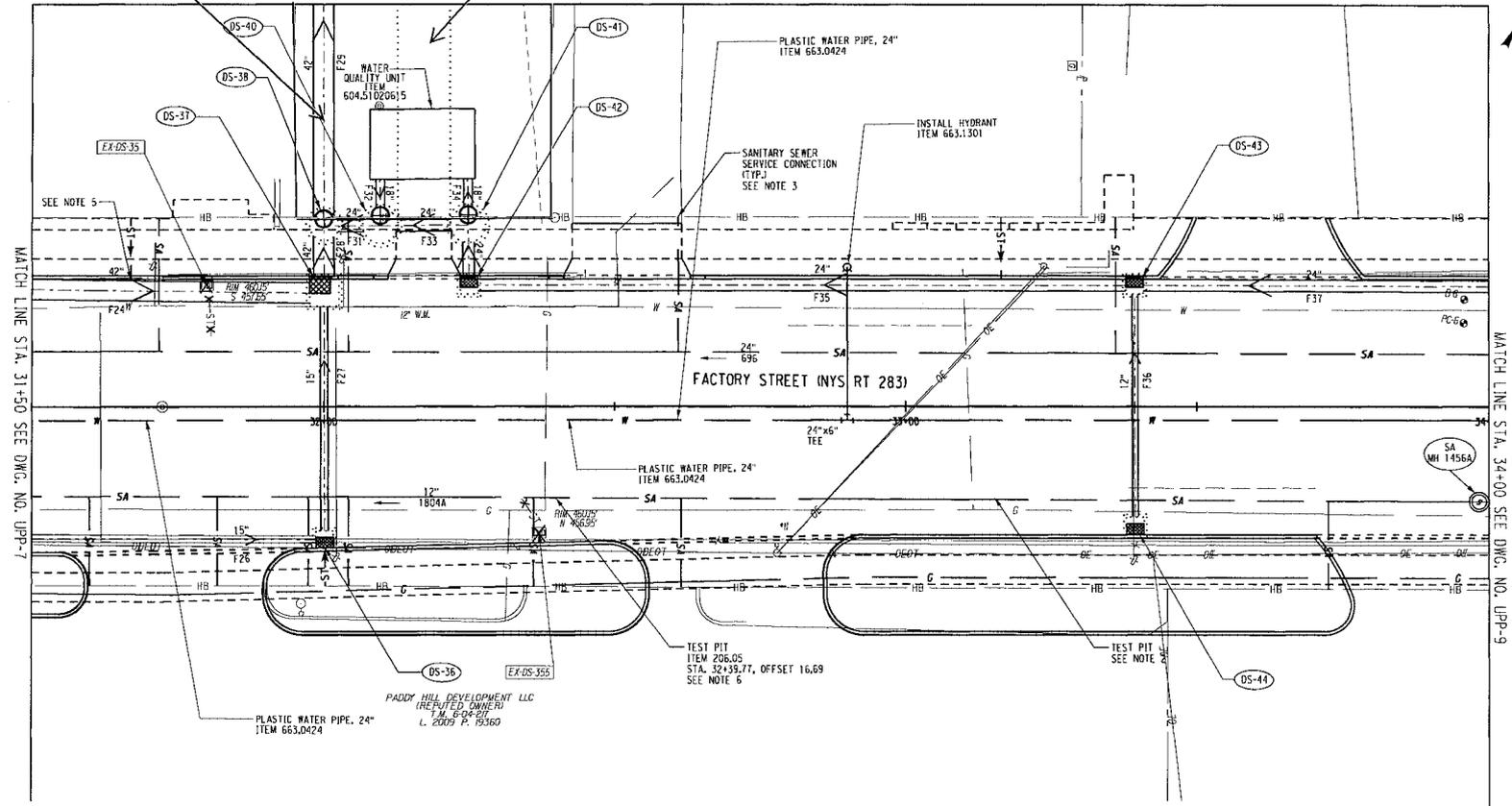
FILE NAME : C:\WORK\1060123456
 DATE TIME : 11/11/2009 10:58:56
 USER : DUNN@SERVING

PROJECT MANAGER
 CHECK
 DRAFTING
 CHECK
 DESIGN
 JOB MANAGER
 DESIGN SUPERVISOR

Proposed Storm Sewer Outfall

429 Factory Street

MATCH LINE A-A SEE DWG. NO. UPP 21



MATCH LINE STA. 31+50 SEE DWG. NO. UPP-7

MATCH LINE STA. 34+00 SEE DWG. NO. UPP-9

PREPARED BY:
AECOM

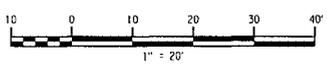
ALTERED BY:

PREPARED BY:
 ON: / /

ALTERED BY:
 ON: / /

ADP (90%)

NOTE:
 1. REFER TO DWG. NO. UPP-1 FOR LEGEND AND ALL NOTES APPLICABLE FOR DWG. NO. UPP-1 TO UPP-22.



PADDY HILL DEVELOPMENT LLC
 (REFERRED OWNER)
 T.M. 5-04-01
 L. 2009 P. 19360

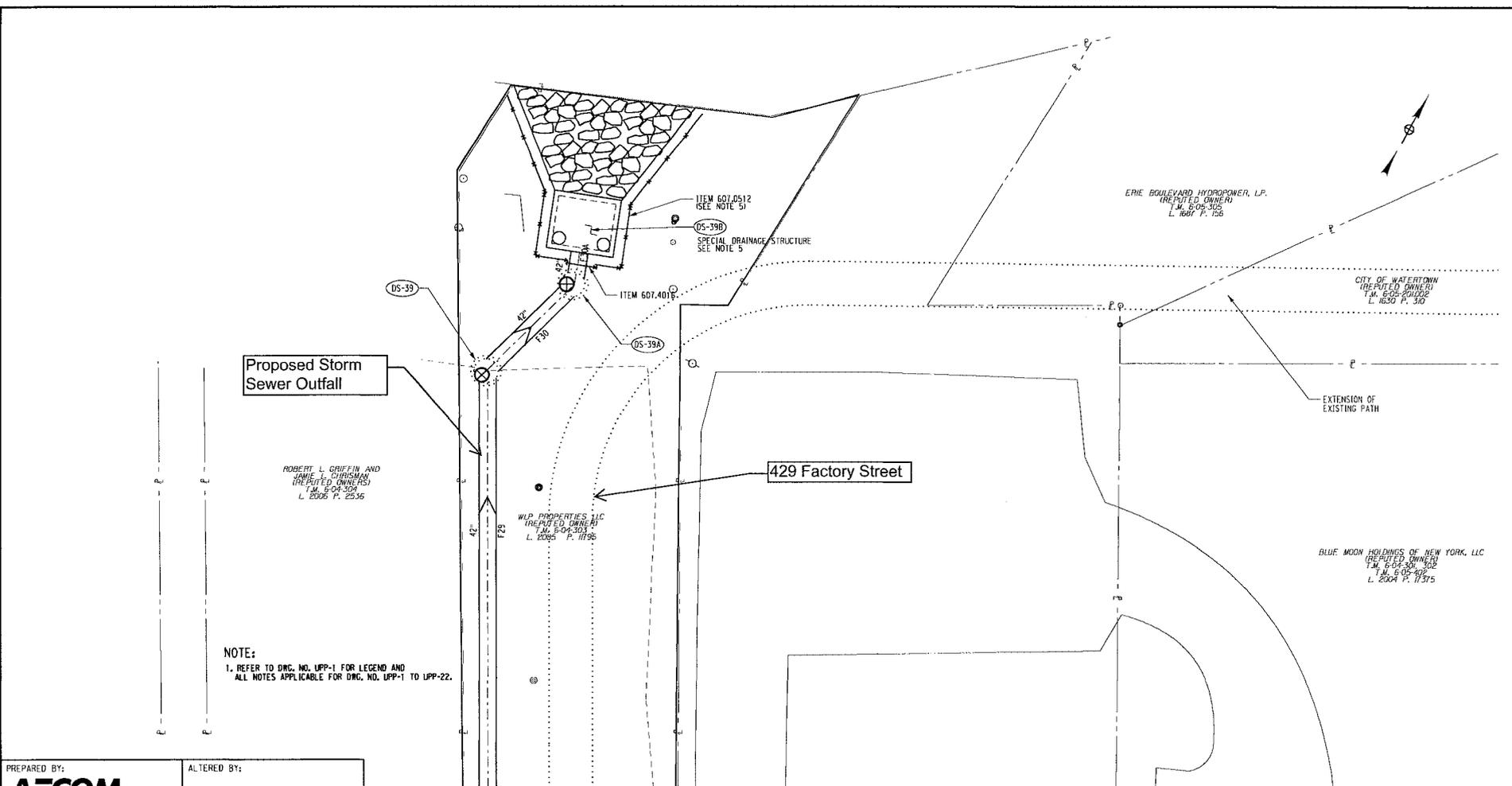
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	FACTORY STREET; MILL ST. TO HUNTINGTON ST.	PIN	BRIDGES	CULVERTS	ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	NYS ROUTE 283	7753.115	NONE	NONE		
	MUNICIPALITY: CITY OF WATERTOWN	PS&E DATE			DRAINAGE AND UTILITY PLAN (8 OF 22)	DRAWING NO. UPP-8 SHEET NO. XXX OF
	COUNTY: JEFFERSON					

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

DOCUMENT NAME: 775315 CPH UPP 08.DGN

FILE NAME : C:\MSWPL\RES\2102406
 DATE/TIME : 08/08/2006 10:08:00
 USER : DUNBAR

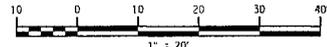
DESIGN SUPERVISOR
 DESIGN
 CHECK
 DRAFTING
 CHECK
 PROJECT MANAGER



NOTE:
 1. REFER TO DWG. NO. UPP-1 FOR LEGEND AND
 ALL NOTES APPLICABLE FOR DWG. NO. UPP-1 TO UPP-22.

PREPARED BY: AECOM	ALTERED BY:
PREPARED BY: ON: / /	ALTERED BY: ON: / /

ADP (90%)



MATCH LINE A-A SEE DWG. NO. UPP-8

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	FACTORY STREET: MILL ST. TO HUNTINGTON ST.	PIN	BRIDGES	CULVERTS	ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	NYS ROUTE 283	7753.15	NONE	NONE		
	MUNICIPALITY: CITY OF WATERTOWN	PS&E DATE				
	COUNTY: JEFFERSON					
DRAINAGE AND UTILITY PLAN (21 OF 22)						D
						DRAWING NO. UPP-21 SHEET NO. XXX OF

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

DOCUMENT NAME: 775315 CPH UPP 21.DGN

nationalgrid



Jennifer L. Egeberg
Right of Way Agent

July 24, 2014

**RE: FACTORY STREET ROAD REBUILD
CITY OF WATERTOWN
REPLACEMENT/RELOCATION OF OVERHEAD ELECTRIC FACILITIES**

Dear Customer:

Enclosed please find National Grid standard easement forms for utility work being performed relative to the above project. National Grid needs to replace and relocate the electric line running along Factory St. due to NYS Department of Transportation rebuild of the road. Most of the poles will be located within the highway bounds; however the guy/anchors will be on private property. I have enclosed a sketch for your reference.

It is necessary to obtain an easement from you for the installation/relocation of our facilities. Property owner information was obtained based on information provided from existing tax records. Please verify the tax parcel # and property owners are correct. This information can be obtained from your tax bill or deed.

If the easement meets with your approval, all persons named on the deed must sign on the back page on the line(s) indicated with a red "X". The easement must be signed before a **NOTARY PUBLIC** by all persons named on the deed. The **Notary Public** signs on the back in the proper acknowledgement marked with a red "X".

If you have any questions regarding the easement or the project, please feel free to contact me at (315) 785-7331. If needed, an onsite meeting can be arranged.

Sincerely yours,

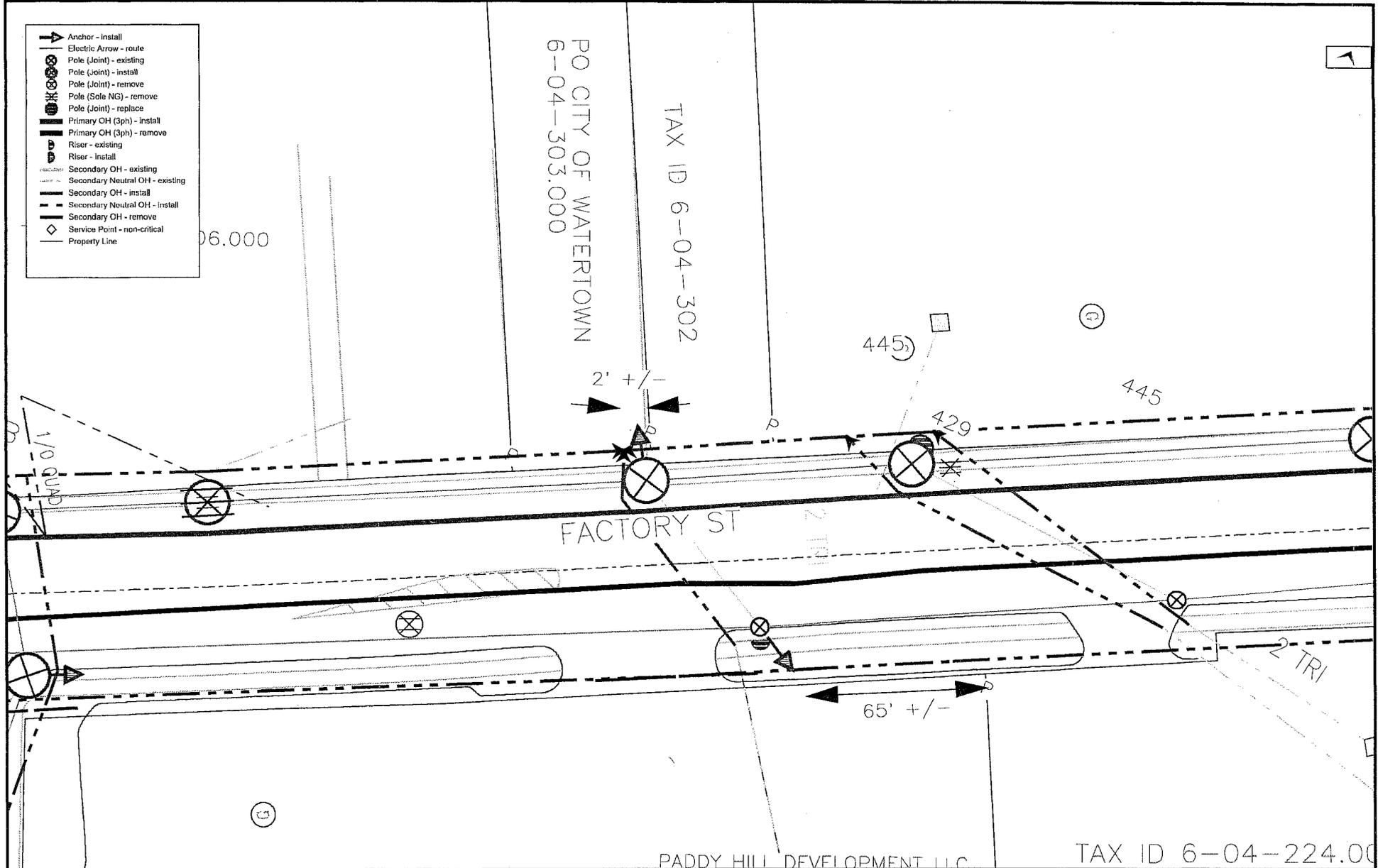
Jennifer Egeberg
Right of Way Agent

Enclosures

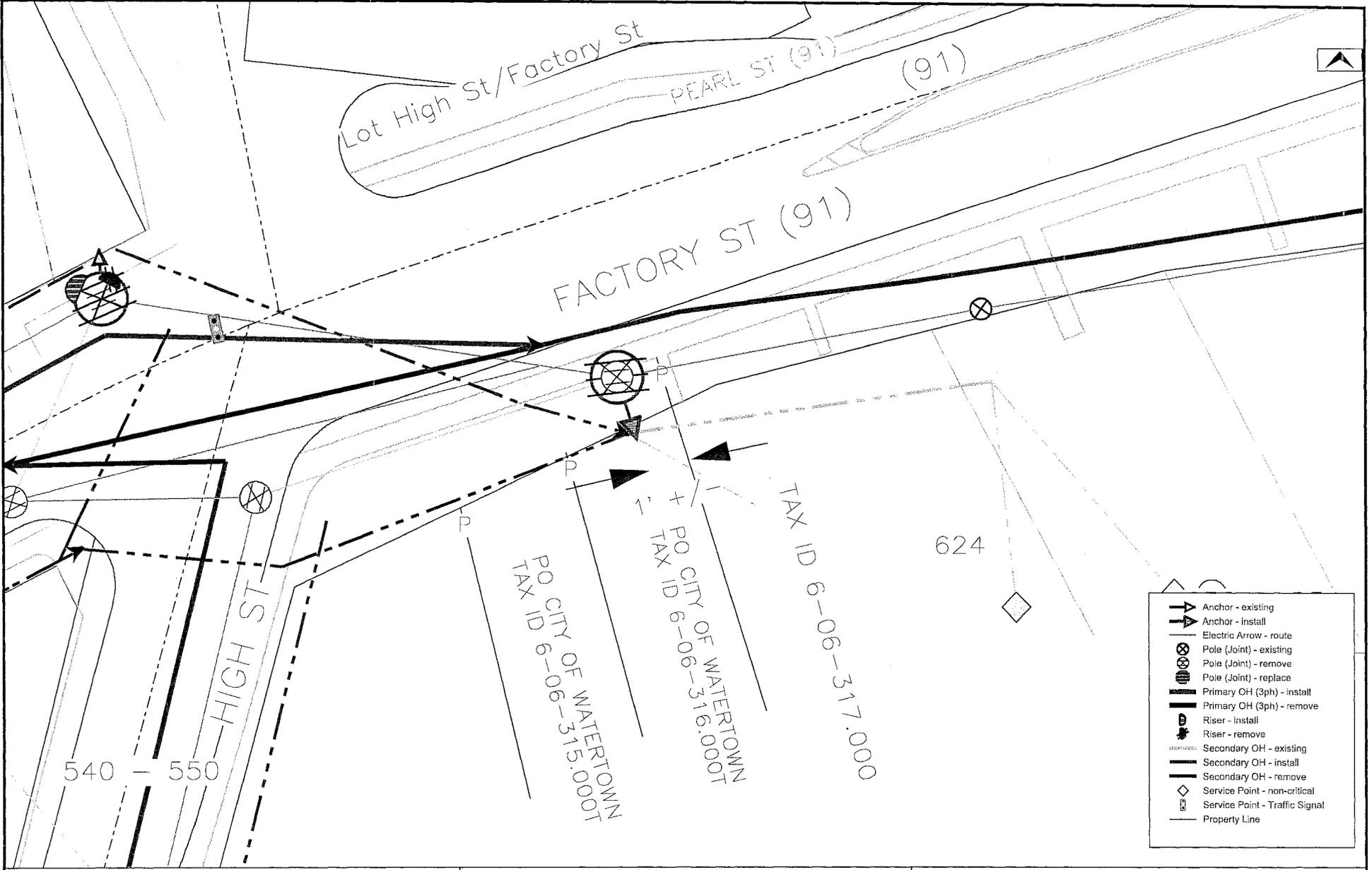
21265 State Route 232
Watertown, NY 13601

315-785-7331 Fax: 315-788-0563
jennifer.egeberg@nationalgrid.com

-  Anchor - install
-  Electric Arrow - route
-  Pole (Joint) - existing
-  Pole (Joint) - install
-  Pole (Joint) - remove
-  Pole (Solo NG) - remove
-  Pole (Joint) - replace
-  Primary OH (3ph) - install
-  Primary OH (3ph) - remove
-  Riser - existing
-  Riser - install
-  Secondary OH - existing
-  Secondary Neutral OH - existing
-  Secondary OH - install
-  Secondary Neutral OH - install
-  Secondary OH - remove
-  Service Point - non-critical
-  Property Line



EASEMENT #:	EASEMENT SKETCH - EXHIBIT A	NOT TO SCALE
DESIGNER: koglerr	DEVELOPMENT NAME and LOCATION CITY OF WATERTOWN	nationalgrid
DATE:		SHEET
WORK ORDER #: 13-13-15821544		



- Anchor - existing
- Anchor - install
- Electric Arrow - route
- Pole (Joint) - existing
- Pole (Joint) - remove
- Pole (Joint) - replace
- Primary OH (3ph) - install
- Primary OH (3ph) - remove
- Riser - install
- Riser - remove
- Secondary OH - existing
- Secondary OH - install
- Secondary OH - remove
- Service Point - non-critical
- Service Point - Traffic Signal
- Property Line

EASEMENT #:

DESIGNER: koglerr

DATE:

WORK ORDER #: 13-13-15821544

EASEMENT SKETCH - EXHIBIT A

DEVELOPMENT NAME and LOCATION

CITY OF WATERTOWN

NOT TO SCALE

nationalgrid

SHEET

Res No. 14

October 14, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Factory Street Reconstruction Professional Service Agreement for Design, Supplemental Agreement No. 3, AECOM

City Council approved the Professional Services Agreement with AECOM for Preliminary Design of the Factory Street Reconstruction Project, PIN 775315, on November 21, 2011, in the amount of \$612,000. City Council approved Supplemental Agreement No. 1 with AECOM on June 3, 2013, to complete the Preliminary Project Design Phases I-IV of the Factory Street Reconstruction Project in the amount of \$284,000. City Council approved Supplemental Agreement No. 2 in the amount of \$864,000 with AECOM on March 3, 2014.

Attached for Council consideration is a Resolution for Supplemental Agreement No. 3 in the amount of \$576,000 with AECOM, which brings the total design amount to \$2,336,000.

As described in City Engineer Justin Wood's attached report, this Agreement No. 3 covers construction support services and captures additional effort that was necessary to complete the project through detailed design. The detailed Scope of Work proposal submitted by AECOM is available on the City's website.

Approval of this Resolution is contingent upon approval of the Bond Ordinance Amendment also in tonight's Council Agenda to cover the increased costs of this project.

RESOLUTION

Page 1 of 2

Authorizing Supplemental Agreement No. 3 to Professional Services Agreement for Design of the Factory Street Project, PIN 7753.15, AECOM

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 a project for the reconstruction of Factory Street, PIN 7753.15, D032467 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the cost of such project to be borne at the ration of 80% Federal and 20% non-Federal funds, and

WHEREAS on April 19, 2010 and October 18, 2010, the City Council adopted resolutions authorizing the Master Federal Aid Local Agreement and the Marchiselli Agreement, respectively, which provide \$752,000 and \$141,000 respectively, for the costs of the Preliminary Engineering and Right-of-Way Incidentals, and

WHEREAS on November 21, 2011 the City Council of the City of Watertown approved a Professional Service Agreement between the City of Watertown and AECOM in the amount of \$612,000, and

WHEREAS on June 3, 2013 the City Council of the City of Watertown approved Supplemental Agreement No. 1 in the amount of \$284,000, and

WEHREAS on March 3, 2014 the City Council of the City of Watertown approved Supplemental Agreement No. 2 in the amount of \$684,000, and

WHEREAS AECOM has now submitted Supplemental Agreement No. 3 for the Detailed Design of the project for an additional cost of \$576,000, bringing the total design amount to \$2,336,000, and

WHEREAS there are currently \$940,000 in authorized State and Federal reimbursements available for the design of the project;

RESOLUTION

Page 1 of 2

Authorizing Supplemental Agreement No. 3
to Professional Services Agreement for
Design of the Factory Street Project,
PIN 7753.15, AECOM

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Supplemental Agreement No. 3 to the Professional Service Agreement between the City of Watertown and AECOM, a copy of which is attached hereto and made part of this resolution, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

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

Seconded by

**Architectural/Engineering
Consultant Agreement - SUPPLEMENTAL**

PIN (s) 7753.15

Municipal Contract No. _____

Supplemental Agreement made this **22nd day of September, 2014** by and between

CITY OF WATERTOWN

(municipal corporation)

having its principal office at 245 Washington Street, Municipal Building, Watertown, New York 13601
(the "**Municipality**")

and

AECOM USA, INC.

with its office at 40 British American Boulevard, Latham, NY 12110
(the "**Consultant**")

WHEREAS, the MUNICIPALITY and CONSULTANT entered into an Architectural/Engineering Consultant Agreement ("Project Agreement") dated November 11, 2011 in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of that agreement as Factory Street Reconstruction (as described in detail in Attachment SA3-A annexed hereto, the "Project"); and

WHEREAS, the Project Agreement was modified previously by Supplemental Agreement No. 1 ("SA1") dated June 13, 2013 and Supplemental Agreement No. 2 ("SA 2") dated February 18, 2014; and

WHEREAS, the MUNICIPALITY has sought to engage the services of CONSULTANT to provide continued services and additional services related to the Project and described in Attachment SA3-B annexed hereto; and

WHEREAS, the City Manager is authorized to enter this Supplemental Agreement No. 3 ("SA3") on behalf of the Municipality; and

WHEREAS, except as otherwise specified herein, the terms and conditions of the Project Agreement are incorporated in this Supplemental Agreement by reference,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE SA3.1 – DOCUMENTS FORMING THIS SUPPLEMENTAL AGREEMENT

This supplemental agreement consists of the following:

- Supplemental Agreement Form – this document titled "Architectural/Engineering Consultant Agreement - Supplemental";
- Attachment "SA3-A" – Project Description and Funding;
- Attachment "SA3-B" – Task List;
- Attachment "SA3-C" – as applicable, Staffing Rates, Hours, Reimbursable and Fee.

ARTICLE SA3.2 – SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

SA3.2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "SA3-B".

ARTICLE SA3.3 – COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant’s work, services and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the Cost Plus Fixed Fee Method as identified in the Project Agreement.

Project Agreement Items modified by this Supplemental Agreement are identified below.

Item	Applicable Rate/Amount or Percentage
Item IV	<ul style="list-style-type: none"> The overhead allowance as a percentage of Actual Direct Technical Salaries shall be <u>153</u> %, subject to audit.
Item V	<ul style="list-style-type: none"> A negotiated Lump Sum Fee which in this SUPPLEMENTAL AGREEMENT shall equal: <ul style="list-style-type: none"> <u>\$5,740.⁰⁰</u> as reported at Exhibit A2 of Attachment SA3-C, plus <u>\$28,920.⁰⁰</u> as reported at Exhibit A3 of Attachment SA3-C, or <u>\$34,660.⁰⁰</u> total, which amount is additional to the \$147,512.⁰⁰ at Item V of the Project Agreement as modified through SA1 and SA2, resulting in a modified total Lump Sum Fee of \$182,172.⁰⁰
Item VI	<ul style="list-style-type: none"> Maximum Amount Payable under this Method shall be: <ul style="list-style-type: none"> <u>\$576,000.⁰⁰</u> total, which amount is additional to the \$1,760,000.⁰⁰ at Item VI of the Project Agreement as modified through SA1 and SA2, resulting in a modified total Maximum Amount Payable of <u>\$2,336,000.⁰⁰</u>

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: Municipal Contract No. _____

Municipality THE CITY OF WATERTOWN	Consultant AECOM USA, INC.
By:	By:
Name:	Thomas J. Cascino, P.E.
Title:	Vice President
Date:	Date:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 19 ____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Municipality.

Notary Public, _____ County, N.Y.

**Attachment SA3-A
Project Description and Funding**

Term of Supplemental Agreement Ends: _____

PIN: 7753.15

BIN: N/A

- Main Agreement
- Amendment to Agreement; Amendment Number: _____
- Supplement to Agreement; Supplement Number: 3

Phase of Project Consultant to work on:

- P.E./Design
- ROW Incidentals
- ROW Acquisitions
- Construction, C/I, & C/S

Dates or term of Consultant Performance

Start Date: _____

Finish Date: _____

Project Description

The proposed project is the reconstruction of Factory Street between Mill Street on the west and Huntington Street on the east.

Project Location

City of Watertown, Jefferson County

Consultant Work Type(s)

See Attachment SA3-B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS SUPPLEMENTAL AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT SA3-B, FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT SA3-A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS SUPPLEMENTAL AGREEMENT:

\$ 576,000.⁰⁰ (SA3), or

\$ 2,336,000.⁰⁰ (modified Project total)

**Attachment SA3-B
Task List**

See Scope of Services/Proposal

**Attachment SA3-C
Pricing Information**

See Scope of Services/Proposal at Exhibits A1, A2, A3, B, C.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 14, October 2014

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Factory Street Reconstruction Project- Supplemental Agreement #3

Enclosed is a copy of Supplemental Agreement #3 for the design and construction support of the Factory Street Reconstruction Project by AECOM in the amount of \$576,000. This brings the total contract amount to \$2,336,000.

SA #2 was approved in March 2014 in the amount of \$864,000 and intended to complete the project through detailed design, bidding and letting of the project.

SA #1 was approved in May 2013 in the amount of \$284,000 to complete the preliminary design process for Phases I-IV.

The original professional services agreement for Design Phases I-IV was for \$612,000.

Supplemental Agreement #3 covers construction support services and captures additional effort that was necessary to complete the project through detailed design. Costs attributed to the additional effort stem from changes to the design which occurred after SA#2 was approved. This includes design for a new 24" watermain, private utility relocation changes, geometry changes at Mill St and Factory St, right of way acquisitions, development of special specifications for approval by NYSDOT, and subsurface utility engineering. Construction support services include construction submittal reviews, field change reconnaissance and design, and preparation of as-built record plans.

There is currently \$893k in authorized State and Federal reimbursements for the design of this project. The current City shares of the design costs are \$1,443,000. The current anticipated bid advertisement date is December 2014.

Please prepare a resolution for City Council consideration. I will forward the original copies for signature should the resolution be approved.

Cc:
Jim Mills, City Comptroller
File



CITY OF WATERTOWN

**SCOPE OF SERVICES/PROPOSAL
HIGHWAY RECONSTRUCTION PROJECT**

**FACTORY STREET:
MILL STREET TO HUNTINGTON STREET**

**SUPPLEMENTAL AGREEMENT NO. 3
PHASES V-VI CONTINUATION**

PIN 7753.15

JEFFERSON COUNTY, NEW YORK

SEPTEMBER 2014

SUPPLEMENTAL AGREEMENT NO. 3

PIN 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street
City of Watertown, Jefferson County

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SUPPLEMENTAL AGREEMENT NO. 3**

PIN 7753.15

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City of Watertown, Jefferson County**

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AECOM: Fixed Fee Recovery..... Exhibit A2

AECOM: New Scope Exhibit A3

Popli Design Group: New Scope Exhibit B1

Summary.....Exhibit C

SUPPLEMENTAL AGREEMENT NO. 3

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
City of Watertown, Jefferson County

INTRODUCTION

Dated November 21, 2011, an original Agreement for the subject Project was made between the City of Watertown and AECOM USA, Inc. The Agreement was for Design Phases I-IV in the amount of \$612,000.

Dated June 13, 2013, Supplemental Agreement No. 1 (SA 1) increased the contract value to \$896,000. SA 1 was for continuation of Design Phase IV including initial activities needed to maintain the future final design schedule. Dated February 18, 2014, Supplemental Agreement No. 2 (SA 2) increased the contract value to \$1,760,000. SA 2 was for Design Phases V-VI, exclusive of construction support.

This Supplemental Agreement No. 3 (SA 3) is for Consultant and Sub-Consultant work under Design Phases V-VI, for continuation of design and for construction support. Exhibits A1-A3 show AECOM's costs, Exhibit B1 shows Popli Design Group's costs, and Exhibit C contains the summary of SA 3 costs.

The previous and proposed contract values are summarized in the table below:

	Design Phases	AECOM	Popli Design Group	Total
Original	I-IV	\$477,494	\$134,506	\$612,000
SA 1	IV (continuation)	\$256,120	\$27,880	\$284,000
SA 2	V-VI	\$763,420	\$100,580	\$864,000
SA 3	V-VI (continuation)	\$559,750	\$16,250	\$576,000
Project Total		\$2,056,784	\$279,216	\$2,336,000

SUPPLEMENTAL AGREEMENT NO. 3

PIN 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street
City of Watertown, Jefferson County

Exhibit A1

SUPPLEMENTAL AGREEMENT NO. 3

EXHIBIT A1

PIN 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street

City of Watertown, Jefferson County

DESCRIPTION

Exhibit A1 documents effort expended by AECOM for overall services, whether in-scope or out-of-scope, over the original agreement and prior two supplemental agreements. Limited by the maximum amount payable, AECOM would not be able to invoice for this effort without a budget modification.

Exhibit A1 identifies Total Cost, defined as Raw Cost (Direct Technical Labor) plus the Contract Overhead. Exhibit A1 addresses only recovery of cost and does not address additional Fixed Fee. See Exhibit A2 for Fixed Fee requests.

Exhibit A1 includes two categories of cost recovery:

- AECOM total labor cost
- Additional direct cost for competitively-bid subsurface utility engineering services (SUE). SA2 budget was \$20,000, but a more extensive program of test holes was required and low bidder's fee was \$46,214. By email of 08/11/14, the City authorized AECOM to release the sub to perform this work. In SA3, we are including the additional \$26,214.

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases V-VI Continuation]
PIN 7753.15

Item 1A, Direct Technical Salaries (actual) subject to audit	\$91,916
Item 1B, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit (AECOM only)	\$26,214
Item III, Overhead (actual) subject to audit	\$140,568
Item IV, Fixed Fee (negotiated)	\$0
Computed Subtotal	<hr/> \$258,698
Rounded Exhibit Total	<hr/> \$258,700

SUPPLEMENTAL AGREEMENT NO. 3

PIN 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street
City of Watertown, Jefferson County

Exhibit A2

SUPPLEMENTAL AGREEMENT NO. 3

EXHIBIT A2

PIN 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street

City of Watertown, Jefferson County

DESCRIPTION

Exhibit A2 documents effort expended by AECOM for services that were not part of the original agreement as modified through previous Supplemental Agreement No. 2. Recovery of cost (under Exhibit A1) plus additional fixed fee (under this Exhibit A2) is requested.

Any sections or subsections from the typical NYSDOT Scope of Services list that are not listed are omitted intentionally; they are not part of this supplemental agreement exhibit.

SECTION 1 – GENERAL

1.09 Specifications

Previous agreements assumed no special specifications would be required. However, there did not exist a NYSDOT specification for the required lining of sanitary sewer manholes. The Consultant therefore coordinated with NYSDOT, researched specification contents, wrote a special specification, and prepared a justification document. The cost of this work was tracked under Section 6.

SECTION 6 – DETAILED DESIGN

6.05 Utilities

An overhead utility route change by private utilities was decided late in the design process and required re-work of drainage designs, sanitary sewer designs, lighting designs, landscaping designs, and general plans, plus extensive coordination with the utilities to finalize the pole placements. This change could not have been anticipated by the Consultant.

Separately, the Consultant was asked by National Grid Gas to design the layout of their relocated gas main, and by Time Warner to design their underground route in the Mill Street vicinity. This work was not foreseen in previous agreements.

Exhibit A2

Page 1

Documentation of Direct Technical Salaries, Overhead, and Fixed Fees

AECOM

Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases V-VI Continuation]

PIN 7753.15

				Actuals for Work Not in Original Scope [February 1, 2014 through September 19, 2014]					
Category	AECOM Task	AECOM SubTask	Task Name	Avg. Direct Labor	Hours	Raw Cost (Item 1A)	Contract Overhead (Item III)	Total Cost	Fixed Fee (Item IV)
							1.53		11%
AECOM Labor	01		General			\$ -	\$ -	\$ -	\$ -
AECOM Labor	02		Data Collection			\$ -	\$ -	\$ -	\$ -
AECOM Labor	03		Preliminary Design			\$ -	\$ -	\$ -	\$ -
AECOM Labor	04		Environmental			\$ -	\$ -	\$ -	\$ -
AECOM Labor	05		Right-of-Way			\$ -	\$ -	\$ -	\$ -
AECOM Labor	06	06.01	Final Design - General Fund		134.00	\$ 9,950.84	\$ 15,224.79	\$ 25,175.63	\$ 2,769.32
AECOM Labor	06	06.02	Final Design - Sanitary Sewer		50.00	\$ 2,212.83	\$ 3,385.63	\$ 5,598.46	\$ 615.83
AECOM Labor	06	06.03	Final Design - Storm Drainage		140.00	\$ 8,462.44	\$ 12,947.53	\$ 21,409.97	\$ 2,355.10
AECOM Labor	06	06.04	Final Design - Water			\$ -	\$ -	\$ -	\$ -
AECOM Labor	07		Bid Support			\$ -	\$ -	\$ -	\$ -
					324.00	\$ 20,626.11	\$ 31,557.95	\$ 52,184.06	\$ 5,740.25

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases V-VI Continuation]
PIN 7753.15

Item 1A, Direct Technical Salaries (actual) subject to audit	\$0
Item 1B, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit (AECOM only)	\$0
Item III, Overhead (actual) subject to audit	\$0
Item IV, Fixed Fee (negotiated)	\$5,740
Computed Subtotal	<hr/> \$5,740
Rounded Exhibit Total	<hr/> \$5,800

SUPPLEMENTAL AGREEMENT NO. 3

PIN 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street
City of Watertown, Jefferson County

Exhibit A3

SUPPLEMENTAL AGREEMENT NO. 3

EXHIBIT A3

PIN 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street

City of Watertown, Jefferson County

DESCRIPTION

Exhibit A3 presents an estimate of design work in continuation of Phases V & VI.

Any sections or subsections from the typical NYSDOT Scope of Services list that are not listed are omitted intentionally; they are not part of this supplemental agreement.

SECTION 1 - GENERAL

1.07 Cost and Progress Reporting

Previous Supplemental Agreement No. 2 had included cost and progress reporting through September 2014. For post PS&E work and construction support (see Section 8 below), it is anticipated periodic – rather than monthly – billing and reporting will be sufficient over the 24-month anticipated construction duration. A total of eight (8) additional reporting periods are assumed.

SECTION 6 - DETAILED DESIGN

6.03 Contract Documents

The **Consultant** will address these late revisions to the project:

- To be included in PS&E:
 - Change from traffic signal loop detection to wireless detection.
 - Indication of limits of Sanitary Sewer improvements on Mechanic Street, to be performed by City DPW in Fall 2014.
- To be incorporated by Amendment:
 - Provide underground City fiber optic along project corridor.
 - Design special sanitary sewer structure at location of record SA MH 1240 (Mill Street intersection) to allow access to grade at area overlain by telephone and electric duct banks.
 - Provide bus shelter (including turnout lane).

6.04 Cost Estimate

The **Consultant** will provide estimates associated with the Amendment work noted in §6.03.

SUPPLEMENTAL AGREEMENT NO. 3

EXHIBIT A3

PIN 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street

City of Watertown, Jefferson County

SECTION 8 - CONSTRUCTION SUPPORT

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Municipality** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the Municipality or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

The **Consultant** will coordinate with the **Municipality's** separate Construction Inspection consultant firm (CI firm) to prepare As-Built Plans. The **Consultant** assumes the CI firm will develop clear hardcopy records over the course of the construction and will provide those to the **Consultant** upon completion of construction. The **Consultant** will then make As-Built digital files, by drafting the field annotations into the original Microstation DGN files. The **Consultant** will provide the resulting files in PDF format back to the CI firm for the CI firm to review and, upon the CI firm's satisfaction to their accuracy, have the CI firm sign and seal the As-Built Plans. The **Consultant** and the CI firm will coordinate the most efficient way of applying an engineer's seal to the digital drawings.

The **Consultant** will provide the As-Built Plans to the **Municipality** in these formats: Microstation DGN, PDF, one hardcopy mylar, and AutoCAD DWG (conversion).

SUPPLEMENTAL AGREEMENT NO. 3

EXHIBIT A3

PIN 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street

City of Watertown, Jefferson County

SECTION 10 - ESTIMATING & TECHNICAL ASSUMPTIONS

10.01 Estimating Assumptions

The **Consultant's** estimating assumptions are listed on the attached spreadsheet.

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases V & VI Continuation]
PIN 7753.15

JOB TITLE	AVERAGE HOURLY RATES				OVERTIME CATEGORY
	Present 2013	Projected 2014	Max 2013	Max 2014	
ASCE VII - Principal Engineer	\$ 79.09	\$ 79.09	\$ 73.50	\$ 73.50	B
ASCE VI - Engineer	\$ 58.40	\$ 58.40	\$ 59.08	\$ 59.08	B
ASCE VI - Team Leader	\$ 73.80	\$ 73.80	\$ 73.50	\$ 73.50	B
ASCE V - Engineer	\$ 59.41	\$ 59.41	\$ 59.41	\$ 59.41	B
ASCE IV - Engineer	\$ 52.02	\$ 52.02	\$ 69.11	\$ 69.11	C
ASCE IV - Team Leader	\$ 50.23	\$ 50.23	\$ 56.67	\$ 56.67	C
ASCE III - Engineer	\$ 40.33	\$ 40.33	\$ 68.87	\$ 68.87	C
ASCE III - Planner	\$ 54.80	\$ 54.80	\$ 54.80	\$ 54.80	C
NICET II - Cadd Operator	\$ 31.20	\$ 31.20	\$ 32.28	\$ 32.28	C
NICET I - Cadd Operator	\$ 21.82	\$ 21.82	\$ 21.82	\$ 21.82	C

NOTES:
Hourly rates shall not exceed those shown above or the current NYSDOT
Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY:

- Category A - No overtime compensation.
- Category B - Overtime compensated at straight time rate.
- Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases V & VI Continuation]
PIN 7753.15

JOB TITLE	01.01	01.02	01.03	01.04	01.05	01.06	01.07	01.08	01.09	01.10	01.11	02.01	02.02	02.03	02.04	02.05	02.06
ASCE VII - Principal Engineer	XX	XX	XX	XX	XX	XX	0	XX									
ASCE VI - Engineer	XX	XX	XX	XX	XX	XX	16	XX									
ASCE VI - Team Leader	XX	XX	XX	XX	XX	XX	0	XX									
ASCE V - Engineer	XX	XX	XX	XX	XX	XX	0	XX									
ASCE IV - Engineer	XX	XX	XX	XX	XX	XX	0	XX									
ASCE IV - Team Leader	XX	XX	XX	XX	XX	XX	0	XX									
ASCE III - Engineer	XX	XX	XX	XX	XX	XX	24	XX									
ASCE III - Planner	XX	XX	XX	XX	XX	XX	0	XX									
NICET II - Cadd Operator	XX	XX	XX	XX	XX	XX	0	XX									
NICET I - Cadd Operator	XX	XX	XX	XX	XX	XX	0	XX									
Total Hours by Task	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0
Direct Technical Labor by Task	XX	XX	XX	XX	XX	XX	\$ 1,902.32	XX									
Overhead (including fringe) by Task	XX	XX	XX	XX	XX	XX	\$ 2,910.55	XX									
Fixed Fee by Task	XX	XX	XX	XX	XX	XX	\$ 529.42	XX									
Total Labor Fee by Task	XX	XX	XX	XX	XX	XX	\$ 5,342.29	XX									
ODC's by Task	XX	XX	XX	XX	XX	XX	\$ -	XX									
Subs by Task	XX	XX	XX	XX	XX	XX	\$ -	XX									

- 01.01 Project Description and Location
- 01.02 Contract Administrator
- 01.03 Project Classification
- 01.04 Categorization of Work
- 01.05 Project Familiarization
- 01.06 Meetings
- 01.07 Cost and Progress Reporting
- 01.08 Policy and Procedures
- 01.09 Specifications
- 01.10 Subconsultants
- 01.11 Subcontractors
- 02.01 Design Survey
- 02.02 Design Mapping
- 02.03 Determination of Existing Conditions
- 02.04 Accident Data and Analysis
- 02.05 Traffic Counts
- 02.06 Capacity Analysis

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases V & VI Continuation]
PIN 7753.15

JOB TITLE	02.07	02.08	02.09	02.10	02.11	02.12	03.01	03.02	03.03	03.04	03.05	03.06	03.07	04.01	04.02	04.03	04.04
ASCE VII - Principal Engineer	XX																
ASCE VI - Engineer	XX																
ASCE VI - Team Leader	XX																
ASCE V - Engineer	XX																
ASCE IV - Engineer	XX																
ASCE IV - Team Leader	XX																
ASCE III - Engineer	XX																
ASCE III - Planner	XX																
NICET II - Cadd Operator	XX																
NICET I - Cadd Operator	XX																
Total Hours by Task	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Direct Technical Labor by Task	XX																
Overhead (including fringe) by Task	XX																
Fixed Fee by Task	XX																
Total Labor Fee by Task	XX																
ODC's by Task	XX																
Subs by Task	XX																

- 02.07 Future Plans for Roadway and Coordination with Other Projects
- 02.08 Soil Investigations
- 02.09 Hydraulic Analysis
- 02.10 Bridges to be Rehabilitated
- 02.11 Pavement Evaluation
- 02.12 Utility Identification (R7)
- 03.01 Design Criteria
- 03.02 Development of Alternatives (03.02A, 03.02B)
- 03.03 Cost Estimates
- 03.04 Preparation of Draft Design Approval Document
- 03.05 Advisory Agency Review
- 03.06 Public Information Meeting(s) and/or Public Hearing(s)
- 03.07 Preparation of Final Design Approval Document
- 04.01 NEPA Classification
- 04.02 SEQRA Classification
- 04.03 Screenings and Preliminary Investigations
- 04.04 Detailed Studies and Analyses

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases V & VI Continuation]
PIN 7753.15

JOB TITLE	04.05	04.06	05.01	05.02	05.03	05.04	05.05	05.06	05.07	05.08	05.09	05.10	05.11	06.01	06.02	06.03	06.04	
ASCE VII - Principal Engineer	XX	5	0															
ASCE VI - Engineer	XX	60	22															
ASCE VI - Team Leader	XX	0	0															
ASCE V - Engineer	XX	70	24															
ASCE IV - Engineer	XX	48	20															
ASCE IV - Team Leader	XX	12	8															
ASCE III - Engineer	XX	52	0															
ASCE III - Planner	XX	8	4															
NICET II - Cadd Operator	XX	0	0															
NICET I - Cadd Operator	XX	0	0															
Total Hours by Task	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	255	78	
Direct Technical Labor by Task	XX	XX \$	13,693.43 \$	4,372.08														
Overhead (including fringe) by Task	XX	XX \$	20,950.95 \$	6,689.28														
Fixed Fee by Task	XX	XX \$	3,810.88 \$	1,216.75														
Total Labor Fee by Task	XX	XX \$	38,455.26 \$	12,278.11														
ODC's by Task	XX	XX \$	- \$	-														
Subs by Task	XX	XX \$	- \$	-														

- 04.05 Permits and Approvals
- 04.06 Environmental Hearing
- 05.01 Abstract Request Map and Title Search
- 05.02 Right-of-Way Survey
- 05.03 Right-of-Way Mapping
- 05.04 Right-of-Way Plan
- 05.05 Right-of-Way Cost Estimates
- 05.06 Public Hearings/Meetings
- 05.07 Property Appraisals
- 05.08 Appraisal Review
- 05.09 Negotiations and Acquisition of Property
- 05.10 Relocation Assistance
- 05.11 Property Management - Temporary/Permanent Easements
- 06.01 Preliminary Bridge Plans (06.01A, 06.01B, 06.01C)
- 06.02 Advance Detail Plans (ADP)
- 06.03 Contract Documents
- 06.04 Cost Estimate

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases V & VI Continuation]
PIN 7753.15

Other Direct Costs (ODC's)

1. Travel, Lodging and Subsistence		\$716.00 Total Travel including mileage and lodging
2. Reproduction, Drawings & Reports	\$2,000.00	
3. Shipping	\$0.00	
4. Miscellaneous Expenses	\$0.00	
		<hr/>
		\$2,716.00 Total ODC's

Subcontract Costs

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

temp: **\$0.00 Total Subcontractor**

TOTAL DIRECT NON-SALARY COST **\$2,716.00**

Summary of Exhibit A Costs

AECOM

Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases V & VI Continuation]

PIN 7753.15

Item 1A, Direct Technical Salaries (estimated) subject to audit	\$103,916
Item 1B, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit (AECOM only)	\$2,716
Item III, Overhead (estimated) subject to audit	\$158,991
Item IV, Fixed Fee (negotiated)	\$28,920
Computed Subtotal	<hr/> \$294,542
Rounded Exhibit Total	<hr/> \$294,600

AECOM Staffing Estimate													
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases V & VI Continuation]							ODC's Table				Subcontractor Table		
01.07													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.07 Cost and Progress Reporting	Office										
			Regular monthly progress report/invoice	1	40	\$1,902.32	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.07	40	\$1,902.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$5,342.29							
			Assume 2 hour each for PM; 3 hours each for DPM - 8 reporting periods	1									
06.03													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	06 Detailed Design	06.03 Contract Documents	Office										
			Change to wireless detection	1	86	\$3,853.96	\$0.00				\$0.00		
			City underground fiber optic corridor, by amendment	2	47	\$2,596.13	\$0.00				\$0.00		
			Special sanitary sewer structure (MH 1240), by amendment	3	99	\$5,016.55	\$0.00				\$0.00		
			Bus Shelter and related, by amendment	4	91	\$5,157.43	\$0.00				\$0.00		
			Sanitary sewer improvements on Mechanic Street	5	18	\$923.32	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	06.03	255	\$13,693.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$38,455.26							
			City will provide limits of work; DPW will accomplish work Fall 2014. AECOM need only indicate on plans that the sewer is to be replaced by the City apart from the main contract. AECOM will check for any constructability issues and make the plan edits.	5									

AECOM Staffing Estimate

Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases V & VI Continuation]

ODC's Table

Subcontractor Table

06.04

ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	06 Detailed Design	06.04 Cost Estimate	Office										
			Estimate changes for wireless detection	1	10	\$551.32	\$0.00				\$0.00		
			Prepare amendment estimates	2	68	\$3,820.76	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
				4	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	06.04	78	\$4,372.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$12,278.11							

08.01

ID (above)	Task	Subtask	Description (add/delete rows as needed)	Item	Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	Support	08.01 Construction Support	Office										
			Review Sanitary Sewer Submittals (16+ items)	1	60	\$3,242.52	\$0.00				\$0.00		
			Review Drainage Submittals (40+ items, about 60 drainage structures)	2	146	\$9,230.64	\$0.00				\$0.00		
			Review Landscape Submittals	3	28	\$1,536.04	\$0.00				\$0.00		
			Review Traffic Submittals	4	96	\$4,767.84	\$0.00				\$0.00		
			Review General Submittals	5	80	\$3,764.00	\$0.00				\$0.00		
			Coordinate with Sub PDG for reviews in their court	6	44	\$1,891.28	\$0.00				\$0.00		
			Review WZTC/Detour implementation changes by contractor	7	64	\$3,308.72	\$0.00				\$0.00		
			Interpret and clarify design concepts, plans, specs upon request	8	230	\$12,303.98	\$0.00				\$0.00		
			Field visits during construction	9	128	\$7,066.88	\$716.00				\$716.00		
			Field change sheets	10	342	\$16,909.94	\$0.00				\$0.00		
			Point of contact coordination throughout construction	11	144	\$8,409.60	\$0.00				\$0.00		
			As-built plans: coordination of information during construction w/ City's CI sub and coordination of sign & seal	12	26	\$1,364.18	\$0.00				\$0.00		
			As-built plans: drafting and creating PDF/hardcopy prints	13	212	\$8,254.38	\$0.00	\$2,000.00			\$2,000.00		
			As-built plans: update InRoads 3D utility models from field data	14	52	\$1,897.76	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	08.01	1652	\$83,947.76	\$716.00	\$2,000.00	\$0.00	\$0.00	\$2,716.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Item	Labor Total:	\$235,750.49							
			Assume 4 visits, each 2 persons, and each w/ 1/2 day prep, 1/2 day follow-up	9									
			Assume 2 instances of straightforward complexity, 1 instance of greater complexity	10									
			2 hours/week over 2 construction seasons of 36 weeks each	11									
			AECOM had effort in SA2 to create AutoCAD drawings. No PS&E AutoCAD drawings will be created; instead that effort will be deferred and applied at As-Built Plan stage - hence no hours needed in SA3 for that work.	13									
			Printing is based on 250 sheets @ \$8/sheet to print 1 record master on mylar	13									

SUPPLEMENTAL AGREEMENT NO. 3

PIN 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street
City of Watertown, Jefferson County

Exhibit B

EXHIBIT B
Salary Schedule

Popli Design Group

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES			MAX. HOURLY RATE 2014	OVERTIME CATEGORY
		10/2013	10/2014	10/2015		
Project Manager	V (A)	\$66.44	\$68.43	\$70.43	\$80.00	A
Project Engineer	IV (A)	\$47.26	\$48.68	\$50.10	\$52.89	B
Engineer III	III (A)	\$38.46	\$39.61	\$40.77	\$40.87	B
Engineer II	II/I (A)	\$33.15	\$34.14	\$35.14	\$37.50	B
Engineer I	II/I (A)	\$29.04	\$29.91	\$30.78	\$32.50	B
Senior Surveyor	III (A)	\$34.00	\$35.02	\$36.04	\$37.50	B
Survey Technician III	III (N)	\$34.02	\$35.04	\$36.06	\$34.02	C
CADD Drafter	II (N)	\$30.53	\$31.45	\$32.36	\$31.16	C
Survey Technician II	II (N)	\$31.16	\$32.09	\$33.03	\$31.16	C

Party Chief (Field)	III (N)	\$34.02	\$0.00	\$0.00	\$34.02	C
Instrument Person (Field)	II (N)	\$31.16	\$0.00	\$0.00	\$31.16	C

OVERTIME POLICY

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

Category A - No overtime compensation.

Category B - overtime compensated at straight time rate.

Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day

For prevailing wages, the prevailing wage overtime policy will apply.

		Actual Prevailing Rate	Individual's Actual Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$34.02	\$34.00	\$0.02	\$0.00	\$0.02
Instrument Person	II (N)	\$31.16	\$31.01	\$0.15	\$0.00	\$0.15
Rod Person	I (N)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SUPPLEMENTAL BENEFITS are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Normal Rate	Difference (Net)	Total
Party Chief	III (N)	\$22.25	\$4.25	\$18.00	\$18.00
Instrument Person	II (N)	\$22.25	\$4.25	\$18.00	\$18.00

Popli Design Group Staffing Table

Factory Street Reconstruction
P.I.N. 7753.15
City of Watertown, Jefferson County, State of New York
Supplemental Agreement #3

JOB TITLE	ASCE (A) OR NICET (N) GRADE	T A S K S		Total Hours	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		4.05	8.01			
Project Manager	V (A)	2	8	10	\$70.43	\$704.26
Project Engineer	IV (A)	0	0	0	\$50.10	0.00
Engineer III	III (A)	4	48	52	\$40.77	2,119.92
Engineer II	II/I (A)	40	16	56	\$35.14	1,967.78
Engineer I	II/I (A)	0	40	40	\$30.78	1,231.30
Senior Surveyor	III (A)	0	0	0	\$36.04	0.00
Survey Technician III	III (N)	0	0	0	\$36.06	0.00
CADD Drafter	II (N)	0	0	0	\$32.36	0.00
Survey Technician II	II (N)	0	0	0	\$33.03	0.00

Party Chief (Field)	III (N)	0	0	0	34.02	0.00
Instrument Person (Field)	II (N)	0	0	0	31.16	0.00

	TOTAL	46	112	158		\$6,023.26
=====						

TASK

- 4.05 Preparation of Notice of Intent for new storm sewer outfall
- 8.01 Construction Support

ASSUMPTIONS

1. Construction support will require two (2) trips to the project site for water main installation and testing, and two (2) trips to the site for vault and/or retaining wall construction for a total of four (4) trips to the site.

Popli Design Group - DNSC

Factory Street Reconstruction
P.I.N. 7753.15

City of Watertown, Jefferson County, State of New York
Supplemental Agreement #3

EXPENDABLE COSTS

1. Travel, Lodging and Subsistence

Trips to	trips	miles per		
	4	300 miles/trip	1200	

		Total Mileage	1200 @	\$0.56 \$672.00

		TOTAL TRAVEL, LODGING, & SUBSISTENCE		\$672.00

Popli Design Group Summary

Factory Street Reconstruction
P.I.N. 7753.15

City of Watertown, Jefferson County, State of New York
Supplemental Agreement #3

Item IA, Direct Technical Salaries (estimated) subject to audit	\$6,023
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item IIA, Direct Non-Salary Cost (estimated) subject to audit	\$672
Item IIB Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0
Item III, Overhead (estimated) subject to audit (133)	\$8,011
Item IV, Fixed Fee (negotiated)(11%)	\$1,544
Item IIC Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	----- \$16,250 =====

SUPPLEMENTAL AGREEMENT NO. 3

PIN 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street
City of Watertown, Jefferson County

Exhibit C

Exhibit C

Summary

AECOM

Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases V & VI Continuation]
PIN 7753.15

As Reported on Exhibit A1 (AECOM prior in-scope & out-of-scope, costs only)	\$258,700
As Reported on Exhibit A2 (AECOM prior out-of-scope, fixed fee only)	\$5,800
As Reported on Exhibit A3 (AECOM Phase V-VI Continuation)	\$294,600

As Reported on Exhibit B (Popli Design Group: Phase V-VI Continuation)	\$16,250
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Computed Subtotal	\$575,350
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SA3 Total	\$576,000
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Project Summary

	<u>AECOM</u> Amount	<u>DBE Amount</u>	<u>DBE %</u> Line Item	<u>DBE %</u> Overall	<u>Total Contract</u>
Original Agreement (Approved)	\$477,494	\$134,506	21.98%	21.98%	\$612,000
SA#1 (Approved)	\$256,120	\$27,880	9.82%	18.12%	\$284,000
SA#2 (Approved)	\$763,420	\$100,580	11.64%	14.94%	\$864,000
SA#3 (Proposed)	\$559,750	\$16,250	2.82%	11.95%	\$576,000
Project Total:	\$2,056,784	\$279,216			\$2,336,000

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Supplemental Agreement No. 1 of Professional Services Agreement for Constructability of the Factory Street Reconstruction Project, Barton & Loguidice P.C.

In the spring of 2010, the City of Watertown received notification from the State of New York, Department of Transportation that the reconstruction of Factory Street had been added to the State's Capital Construction Program and Federal STP Small Urban funds to support the Preliminary Engineering and Right of Way Incidentals Phase of this project had been received. This project is similar in scope to that of State Street. The project limits are from the intersection of Factory and Mill Street to the intersection of Factory and High Street.

On April 19, 2010, the City Council approved the Federal Aid Highway and Marchiselli Aid Project Agreement, which included a \$940,000 project cost, and \$752,000 in Federal assistance for the Preliminary Engineering and Right of Way Incidentals Phase of this project. On October 18, 2010, the City Council approved the Marchiselli Aid Agreement which provides \$141,000 in State funding for this project, leaving the local match for these two Phases of the project at \$47,000.

On January 22, 2013, City Council approved a Professional Services Agreement for the proposed Constructability Oversight of the Factory Street Reconstruction Project in the amount of \$39,600 with Barton & Loguidice.

Barton & Loguidice has now submitted Supplemental Agreement No. 1 in the amount of \$1,300,000 for the construction phase services of the Factory Street Reconstruction Project, bringing the total amount to \$1,339,600. As detailed in City Engineer Justin Wood's attached report, this Amendment is for the construction phase services of the project. The detailed Project Description submitted by Barton & Loguidice is available on our website.

Approval of this Resolution is contingent upon approval of the Bond Ordinance Amendment also in tonight's Council Agenda to cover the increased costs of this project.

RESOLUTION

Page 1 of 2

Authorizing Supplemental Agreement No. 1 to Professional Services Agreement for Constructability of the Factory Street Reconstruction Project, PIN 775315, Barton & Loguidice

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 a project for the reconstruction of Factory Street, PIN 775315, D032467 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the cost of such program to be borne at the ratio of 80% Federal and 20% non-federal funds, and

WHEREAS on April 19, 2010 and October 18, 2010, the City Council adopted resolutions authorizing the Master Federal Aid Local Agreement and the Marchiselli Agreement, respectively which provide \$752,000 and \$141,000 respectively for the costs of the Preliminary Engineering & Right-of-Way Incidentals, and

WHEREAS on January 22, 2013 City Council approved a Professional Services Agreement for the proposed Constructability Oversight of the Factory Street Reconstruction Project in the amount of \$39,600 with Barton & Loguidice, and

WHEREAS Barton & Loguidice has submitted Supplemental Agreement No. 1 for the construction phase services of the Factory Street Reconstruction Project in the amount of \$1,300,000, bringing the total amount to \$1,339,600,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Supplemental Agreement No. 1 between the City of Watertown and Barton & Loguidice, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

RESOLUTION

Page 2 of 2

Authorizing Supplemental Agreement No. 1 to Professional Services Agreement for Constructability of the Factory Street Reconstruction Project, PIN 775315, Barton & Loguidice

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

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

Seconded by

**Architectural/ Engineering
Consultant Agreement**

Supplemental Agreement No. 1

PIN (s) 775315 Municipal Contract No. _____

Agreement made this ____ day of _____, _____ by and between

CITY OF WATERTOWN

(municipal corporation)

having its principal office at 245 Washington Street, Watertown, New York 13601 (the "Municipality")

and

BARTON & LOGUIDICE, D.P.C.

with its office at 290 Elwood Davis Road, P.O. Box 3107, Syracuse, New York 13220 (the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as **Factory Street Reconstruction** (as described in detail in Attachment A annexed hereto, the "Project") the Municipality has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment "B" of the original agreement as annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA") the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, Matthew Schooley, is authorized to enter this Agreement on behalf of the Consultant,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

■ Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";

■ Attachment "B" – Supplemental Task List/ Scope of Services;

■ Attachment "A" - Project Description and Funding;

■ Attachment "C" - as applicable, Staffing Rates, Hours, Reimbursables and Fee

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "B" of the original agreement as supplemented by Attachment "B" herein.
- 2.2 The CONSULTANT shall ascertain the applicable practices of the Municipality, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".
- 2.3 Except as herein modified, the Original Agreement dated February 6, 2013, including any amendments or revisions thereto not modified herein, remains in full force and effect.
- 2.4 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Municipality.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

- 3.1 As full compensation for Consultant's work, services and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.
- 3.2 For services rendered pursuant to this Supplement, the CONSULTANT shall be paid on a Cost Plus Fixed Fee Method, as described in Section 3.1 of the original agreement, with an amount not to exceed \$1,300,000.
- 3.3 The revised maximum amount payable shall be increased to \$1,339,600, as shown in Exhibit C of Attachment C.
- 3.4 Direct Technical Salaries for 2014 & 2015 shall be the maximums shown in Exhibit A of Attachment C unless approved in writing by the Municipality. Revisions to this schedule shall be submitted to the Municipality in writing based on NYSDOT approved rates at the time of an annual audit. The overhead allowance shall be initially established at 1.92% office and 1.28% field, in all events not to exceed 1.92% office and 1.50 field and is subject to audit. The fixed fee for these supplemental services will be \$103,400.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: Municipality Contract Supplemental Agreement # 1

Municipality by: _____ Date: _____	Consultant by: _____ Date: _____
--	--

STATE OF NEW YORK

ss:

COUNTY OF _____

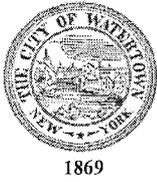
On this _____ day of _____, 20 _____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of _____, New York, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of County.

Notary Public, _____ County, N.Y.

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On this _____ day of _____, 2014, before me personally came *Matthew J. Schooley, P.E.*, to me known, who being by me duly sworn, did depose and say that he resides in the *Town of Aurelius, NY*; that he is the *Senior Vice President*, of the corporation described in and which executed the above instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of the corporation.

Notary Public, *Onondaga* County, NY



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 14 October 2014

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Factory Street Reconstruction Project, PIN 775315
Constructability Agreement - Supplemental Agreement #1

Enclosed is a copy of the supplemental agreement for construction phase services for the Factory Street Reconstruction Project in the amount of \$1,300,000. The consultant, Barton & Loguidice P.C. (B&L), will be performing the contract administration and construction inspection (CA-CI) of the project during the construction phase, under this agreement.

This project is a "Pass Through" project and is being progressed under the Procedures for Locally Administered Federal Aid (LAFA) Projects. In accordance with those procedures, the City is required to retain a consultant for CA-CI services. B&L was selected from the City of Watertown Locally Driven Selection Arrangement (LDSA) shortlist. This shortlist of five firms was developed from the NYSDOT Regional List of pass through consultants.

The consultant will perform many tasks as part of this agreement, including but not limited to;

- Perform detailed inspection work and onsite field tests of all materials and items of work to ensure the quality and general conformance with plans and specifications.
- Take all measurements and collect data as necessary to prepare daily inspection reports, estimates, survey notes, and other pertinent records.
- Provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and make recommendations on the implementation of changes.
- Maintain project records in accordance with NYSDOT Manual for Uniform Record Keeping.

The Factory Street Reconstruction Project is anticipated to be a two construction season project. While it remains to be seen what scope of work will be left for the second construction season, there is certain to be some. That is the premise of B&L's agreement, and the staffing necessary to cover that duration. Four inspectors will be assigned to the project, with the ability to stagger coverage as needed to avoid over inspection, but with the means to provide enough coverage when the project is in full swing.

The NYSDOT Guidelines for LAFA projects recommend a minimum of five inspectors for a project ranging in construction costs between \$6 Million and \$10 Million. This CA-CI agreement actually provides one less inspector than recommended, however, it is still within acceptable staffing levels. A majority of the fee for this agreement, 80% in fact, is derived from simple math attributed to the four inspectors. [Number of Inspectors x Salary Rate x Construction Days]. If the duration of construction is substantially shorter than anticipated, it is possible some effort will not be needed, and therefore the costs will not be billed.

Council previously approved a professional services agreement with B&L in the amount of \$39,600 on January 22, 2013, to provide constructability reviews for the Factory Street Project in advance of their construction inspection responsibilities. The purpose of that agreement was to bring the consulting firm into the process earlier than is otherwise done during LAFA procedures. Approval of the supplemental agreement will bring the total contract amount with B&L to \$1,339,600.

Please prepare a resolution for Council consideration. The originals are on file and will be forwarded for signature upon approval.

Cc:
Jim Mills, City Comptroller
File

ATTACHMENT A
PROJECT DESCRIPTION AND FUNDING

Attachment A
 Architectural/ Engineering Consultant Agreement
 Project Description and Funding

PIN: 7753.15

Term of Agreement Ends: **June 30, 2017**

- Main Agreement Amendment to Agreement [add identifying #]
 Supplement to Original Agreement (#1)

Phase of Project Consultant to work on:

- P.E./Design ROW Incidentals ROW Acquisition Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: **October 1, 2014**

Finish Date: **June 30, 2017**

PROJECT DESCRIPTION:

The City of Watertown has secured services of a separate consultant to provide engineering for the Factory Street Reconstruction project. The intent of this assignment (with Barton & Loguidice, D. P.C.) is to provide Constructability and Quality Assurance oversight on the design of the Factory Reconstruction as requested by the City of Watertown.

Project Location:

***City of Watertown
 Jefferson County***

Consultant Work Type(s): See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

Original MAP:	\$ 39,600
Supplemental Agreement #1:	<u>\$ 1,300,000</u>
Revised Maximum Amount Payable:	\$ 1,339,600

Footnotes:

ATTACHMENT B
SUPPLEMENTAL TASK LIST /
SCOPE OF SERVICES

SUPPLEMENTAL SCOPE OF SERVICES

CONSTRUCTION PHASE SERVICES

Factory Street Reconstruction Project

PIN 775315

September 2014

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans (to the extent as noted below).

Work under this section will always be in response to a specific assignment from the **Municipality** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance. Where required, the **Municipality** will prepare Field Change Sheets modifying pertinent contract plan sheets (*this task is assumed to be completed by the Municipality's Design Consultant*).
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Municipality** or the construction contractor. This includes the Traffic Control Plan.
- If there are conflicts in the design drawings or the design drawings lack information, the **Municipality** will interpret and clarify design concepts, plans and specifications (*this task is assumed to be completed by the Municipality's Design Consultant*).
- The **Municipality** will review and approve structural shop drawings for construction (*this task is assumed to be completed by the Municipality's Design Consultant*).

The **Consultant** has prepared a Construction Management Plan for this project in accordance with the Procedures for Locally Administered Projects. In addition to the provisions set forth in this scope of services, the CMP will be used as the basis to administer the inspection and oversight for this project

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Municipality**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Engineer

The **Municipality** will assign a Project Engineer to the contract covered by this agreement. This Project Engineer will be the **Municipal's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Engineer.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Municipality** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The experience of all field staff shall be in accordance (equivalent) with the definitions of NICET Certification. The **Consultant** shall make available to all field personnel the necessary safety and performance equipment needed to complete the oversight of the construction inspection.

9.07 Scope of Services/Performance Requirements

- Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Municipality** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

- Record Keeping & Payments to the Contractor

All records must be kept in accordance with the NYSDOT Manual for Uniform Record Keeping as well as any requirements required by the **Municipality**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract to ensure that the Contractor complies with the Contract Plans and Specifications.

The **Municipality** will prepare record plans showing the changes from the contract plans using the field notes collected by the **Consultant** (*this task is assumed to be completed by the Municipality's Design Consultant*).

Any record plans, engineering data, survey notes or other data provided by the **Municipality** should be returned to the **Municipality** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

The **Consultant** must submit the final estimate of the contract to the **Municipality** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Municipality** within five (5) weeks after the date of the acceptance of the contract.

- Health & Safety/Maintenance and Protection of Traffic

1. The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Municipality** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
2. The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

- Monitoring Equal Opportunity/Labor Requirements

The **Consultant**, on behalf of the Municipality, is responsible for monitoring the Contractor's performance in meeting EEO/Labor requirements. The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. The Consultant, when monitoring the Contractor's Equal Opportunity and Labor compliance, will utilize the guidance contained in the contract, standard specifications and the **Municipality's** policies.

- Coordination with Rail Road (Not Applicable)

Section 10 – Estimating & Technical Assumptions

10.01 Estimating Assumptions (Barton & Loguidice, P.C.)

		Estimated Staffing Hours		
		<u>(Sr CM)</u>	<u>(PE)</u>	<u>(RE)</u>
Section 8	Estimate 10 requests that require effort will be made during the construction phase of the projects.			
8.01	Construction Support			
	<ul style="list-style-type: none"> • Assume 5 days for Engineer Time for shop drawing review (by QA Design Liaison) • Assume attendance @ 1 Preconstruction Conference 10 12 • Varying field conditions/changes - 40 	50		12
Section 9	Estimate construction will begin in April 2015 and will be completed by December 2016.			

		Estimated Staffing Hours			
		<u>(Sr CM)</u>	<u>(PE)</u>	<u>(RE)</u>	<u>(PET)</u>
9.01	Equipment				(hours incorporated in other tasks)
9.02	Inspection				(see staffing table)
9.03	Municipal Project Manager				
	Weekly Progress Reporting				(see staffing table)
9.04	Ethics				(hours incorporated in other tasks)
9.05	Health & Safety Requirements				
	Assume initial staff meeting at office				(hours incorporated in other tasks)
9.06	Staff qualifications/training				(hours incorporated in other tasks)
9.07	Scope of Services/Performance Requirements				
	<ul style="list-style-type: none"> • Progress Payments/Record keeping 10 <li style="padding-left: 20px;">Assume 1 payment/month (15 months) • As-Built Plans 24 	10		24	

Note: Refer to staffing table for miscellaneous hours required for support staff.

ATTACHMENT C

***STAFFING RATES, HOURS,
REIMBURSABLES AND FEE***

Exhibit A, Page 1
Salary Schedule

Factory Street Reconstruction
PIN 775315

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE	MAXIMUM	AVERAGE	MAXIMUM	AVERAGE	MAXIMUM	OVERTIME CATEGORY
		HOURLY RATES	HOURLY RATES	HOURLY RATES	HOURLY RATES	HOURLY RATES	HOURLY RATES	
		2014	2014	(Est'd - See Notes) 2015	(Est'd - See Notes) 2015	(Est'd - See Notes) 2016	(Est'd - See Notes) 2016	
Senior Vice President	IX (A)	\$86.25	\$91.00	\$88.84	\$93.73	\$91.50	\$96.54	A
Vice President	IX (A)	\$64.57	\$70.50	\$66.51	\$72.62	\$68.50	\$74.79	A
Associate	VIII (A)	\$56.42	\$59.30	\$58.11	\$61.08	\$59.86	\$62.91	A
Senior Construction Manager	VII (A)	\$50.00	\$50.00	\$51.50	\$51.50	\$53.05	\$53.05	B
Senior Managing Engineer	VII (A)	\$49.83	\$56.00	\$51.32	\$57.68	\$52.86	\$59.41	B
Construction Manager	VI (A)	\$37.50	\$42.00	\$38.63	\$43.26	\$39.78	\$44.56	B
Sr. Project Engineer	V (A)	\$38.00	\$38.00	\$39.14	\$39.14	\$40.31	\$40.31	B
Project Landscape Architect	IV (A)	\$29.20	\$29.20	\$30.08	\$30.08	\$30.98	\$30.98	B
Project Engineer	IV (A)	\$31.06	\$34.70	\$31.99	\$35.74	\$32.95	\$36.81	B
Project Env. Scientist	IV (A)	\$29.00	\$29.00	\$29.87	\$29.87	\$30.77	\$30.77	B
Environmental Scientist II	IV (A)	\$21.55	\$21.55	\$22.20	\$22.20	\$22.86	\$22.86	B
Engineer III	III (A)	\$28.90	\$28.90	\$29.77	\$29.77	\$30.66	\$30.66	B
Engineer II	II (A)	\$25.34	\$27.00	\$26.10	\$27.81	\$26.88	\$28.64	B
Principal Engineering Technician	IV (N)	\$31.52	\$32.60	\$32.47	\$33.58	\$33.44	\$34.59	C
Engineering Aide	I (N)	\$26.50	\$26.50	\$27.30	\$27.30	\$28.11	\$28.11	C
Sr. Group Technical Assistant	NA	\$20.14	\$22.50	\$20.74	\$23.18	\$21.37	\$23.87	C
Resident Engineer	IV (N)	\$36.00	\$40.00	\$37.08	\$41.20	\$38.19	\$42.44	C
Office Engineer	IV (N)	\$32.00	\$34.00	\$32.96	\$35.02	\$33.95	\$36.07	C
Senior Inspector	III (N)	\$32.00	\$32.00	\$32.96	\$32.96	\$33.95	\$33.95	C
Senior Inspector (Prudent Engineers)	III (N)	\$32.00	\$32.00	\$32.96	\$32.96	\$33.95	\$33.95	C
Temporary Construction Insp	I (N)	\$25.00	\$26.00	\$25.75	\$26.78	\$26.52	\$27.58	C

NOTES:

1) OVERTIME POLICY

 Category A - No overtime compensation
 Category B - Overtime compensated at straight time rate
 Category C - Overtime compensated at straight time rate x 1.50

2) Overtime applies to hours worked in excess of the normal working hours of 40 hours per week

3) Rates for 2014 & 2015 are estimated. Actual Rates will be incorporated in this project at that time based on NYSDOT approved rate schedule

Exhibit A, Page 2
Staffing Table - Construction Administration and Inspection 2015

Factory Street Reconstruction
 PIN 775315

JOB TITLE	ASCE (A) OR NICET (N) GRADE	9.02 & 9.03														9.04 - 9.07		TOTAL HOURS	PROJ'D HOURLY RATE	DIRECT TECHNICAL LABOR	PROJ'D O'TIME HOURS	O'TIME PREM.	DIRECT TECHNICAL O'TIME				
		8.01		Jan '1	Feb '15	March '15	April '15	May '15	June '15	July '14	Aug '15	Sept '15	Oct '15	Nov. '15	Dec '15	Total											
		Reg.	OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg.	OT										
Senior Vice President	IX (A)														0	0	0	\$88.84	\$0.00								
Vice President	IX (A)														0	0	0	\$66.51	\$0.00								
Associate	VIII (A)														0	0	0	\$58.11	\$0.00								
Senior Construction Manager	VII (A)	50		9	18	18	18	18	18	18	18	18	18	9	162	0	10	\$51.50	\$11,433.00								
Senior Managing Engineer	VII (A)														0	0	0	\$51.32	\$0.00								
Construction Manager	VI (A)														0	0	0	\$38.63	\$0.00								
Sr. Project Engineer	V (A)														0	0	0	\$39.14	\$0.00								
Project Landscape Architect	IV (A)														0	0	0	\$30.08	\$0.00								
Project Engineer	IV (A)														0	0	0	\$31.99	\$0.00								
Project Env. Scientist	IV (A)														0	0	0	\$29.87	\$0.00								
Environmental Scientist II	IV (A)														0	0	0	\$22.20	\$0.00								
Engineer III	III (A)														0	0	0	\$29.77	\$0.00								
Engineer II	II (A)														0	0	0	\$26.10	\$0.00								
Principal Engineering Technician	IV (N)														0	0	0	\$32.47	\$0.00								
Engineering Aide	I (N)														0	0	0	\$27.30	\$0.00								
Sr. Group Technical Assistant	NA	8													0	0	40	\$20.74	\$995.72								
Resident Engineer	IV (N)	12		87	174	174	44	174	44	174	44	174	44	174	22	174	1653	286	24	1975	\$37.08	\$73,233.00	286	\$18.54	\$5,302.44		
Office Engineer	IV (N)																1392	0		1392	\$32.96	\$45,880.32	0	\$16.48	\$0.00		
Senior Inspector	III (N)				174	174	44	174	44	174	44	174	44				1218	264		1482	\$32.96	\$48,846.72	264	\$16.48	\$4,350.72		
Senior Inspector (Prudent Engineers)	III (N)																1218	286		1504	\$32.96	\$49,571.84	286	\$16.48	\$4,713.28		
Temporary Construction Insp	I (N)																0	0		0	\$25.75	\$0.00					
TOTAL		0	70	0	0	96	0	366	0	714	132	714	132	714	132	714	132	540	44	357	0	74	6623		\$229,960.60		\$9,653.16

Office \$12,428.72
 Field \$167,960.04
 Prudent \$54,285.12

Exhibit A, Page 3
Staffing Table - Construction Administration and Inspection 2016

Factory Street Reconstruction
 PIN 775315

JOB TITLE	ASCE (A) OR NICET (N) GRADE	8.01	9.02 & 9.03												9.04 - 9.07		TOTAL	PROJ'D	DIRECT	PROJ'D	DIRECT								
		Reg. OT	Jan '16	Feb '16	March '16	April '16	May '16	June '16	July '16	Aug '16	Sept '15	Oct '16	Nov. '16	Dec '16	Total	HOURS	HOURLY	TECHNICAL	O'TIME	O'TIME	TECHNICAL								
			Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Rate	Labor	Hours	Prem.	O'TIME								
Senior Vice President	IX (A)														0	0		0	\$91.50	\$0.00									
Vice President	IX (A)														0	0		0	\$68.50	\$0.00									
Associate	VIII (A)														0	0		0	\$59.86	\$0.00									
Senior Construction Manager	VII (A)			9	18	18	18	18	18	18	18	18	18	18	171	0		171	\$53.05	\$9,070.70									
Senior Managing Engineer	VII (A)														0	0		0	\$52.86	\$0.00									
Construction Manager	VI (A)														0	0		0	\$39.78	\$0.00									
Sr. Project Engineer	V (A)														0	0		0	\$40.31	\$0.00									
Project Landscape Architect	IV (A)														0	0		0	\$30.98	\$0.00									
Project Engineer	IV (A)														0	0		0	\$32.95	\$0.00									
Project Env. Scientist	IV (A)														0	0		0	\$30.77	\$0.00									
Environmental Scientist II	IV (A)														0	0		0	\$22.86	\$0.00									
Engineer III	III (A)														0	0		0	\$30.66	\$0.00									
Engineer II	II (A)														0	0		0	\$26.88	\$0.00									
Principal Engineering Technician	IV (N)														0	0		0	\$33.44	\$0.00									
Engineering Aide	I (N)														0	0		0	\$28.11	\$0.00									
Sr. Group Technical Assistant	NA														0	0		0	\$21.37	\$0.00									
Resident Engineer	IV (N)			87	174	174	44	174	44	174	44	174	44	174	22	174	1653	286	1939	\$38.19	\$74,055.06	286	\$19.10	\$5,461.51					
Office Engineer	IV (N)				87	174		174		174		174		174		174	1479	0	1479	\$33.95	\$50,210.28	0	\$16.97	\$0.00					
Senior Inspector	III (N)				174	174	44	174	44	174	44	174	44	174	44		1218	264	1482	\$33.95	\$50,312.12	264	\$16.97	\$4,481.24					
Senior Inspector (Prudent Engineers)	III (N)					174	44	174	44	174	44	174	44	174	44		870	220	1090	\$33.95	\$37,004.19	220	\$16.97	\$3,734.37					
Temporary Construction Insp	I (N)															0	0	0	\$26.52	\$0.00	0	\$13.26	\$0.00						
TOTAL		0	0	0	0	96	0	453	0	714	132	714	132	714	132	714	132	540	88	366	22	366	0	0	6161		\$220,652.35		\$5,461.51

Office \$9,070.70
 Field \$174,577.46
 Prudent \$40,738.56

Exhibit B, Page 1
Estimate of Direct Non-Salary Cost

Factory Street Reconstruction
PIN 775315

Construction Inspection & Administration

1. Travel, Lodging and Subsistence

Trips to	trips	miles per				
Field Staff/On-Site	433	65	miles/trip	28145		
Office/Site	60	120	miles/trip	7200		
Miscellaneous						
		Total Mileage		35345	@	\$0.560 \$19,793.20

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$19,793

2. Reproduction, Drawings & Report

	each	sheets/set	sets		
Reports					
Daily Inspection	0.10	0	0		\$0.00
Miscellaneous	0.10	1000	2		200.00
Plans/Cross-Sections					
As-Built Drawings	1.00	150	6		900.00

TOTAL DRAWING, REPORT, REPRODUCTION \$1,100

3. Mail, Postage & Shipping \$500

4. Appia License 2 years @ \$ 1,620 /year @ 4 ea. \$12,960

TOTAL DIRECT NON - SALARY COST \$34,350

Exhibit C
Supplemental Scope Summary

Factory Street Reconstruction
PIN 775315

	<u>CA/CI</u> <u>TOTAL</u>
Item IA, Direct Technical Salaries (estimated) subject to audit	\$ 21,499.42 office
	\$ 342,537.50 field
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$ 15,114.67
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$ 34,350.00
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$ -
Item III, Overhead (estimated) subject to audit	
office rate 1.92	\$ 41,278.88
field rate 1.28	\$ 438,448.00
Item IV, Fixed Fee (negotiated) 12 %	\$ 103,400.00
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	
CA/CI - Prudent Engineering (est. - see staffing worksheet)	\$ 243,000.00
Survey Layout Support - (est.)	\$ 10,000.00
QA/QC Testing (est.)	\$ 50,000.00
TOTAL ESTIMATED PROJECT COST (This Supplement)	\$ 1,299,628.47
<i>Maximum Amount Payable (This Supplement)</i>	<i>\$ 1,300,000.00</i>
Prior Maximum Amount Payable (thru Base Agreement)	\$ 39,600.00
Revised Maximum Amount Payable	\$ 1,339,600.00

Ord No. 1

October 10, 2014

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance Amendment – Factory Street Reconstruction

Earlier tonight City Council was presented with supplemental agreements for AECOM and Barton & Loguidice related to the reconstruction of Factory Street. Funding for these supplemental agreements was contingent upon City Council also approving a bond ordinance amendment for the project.

A summary of the project's current costs are as follows:

AECOM			
Base contract	\$ 612,000		
Supplemental agreement #1	284,000		
Supplemental agreement #2	864,000		
Supplemental agreement #3	<u>576,000</u>	\$2,336,000	
Barton & Loguidice			
Base contract	\$ 39,600		
Supplemental agreement #1	<u>1,300,000</u>	1,339,600	
Right-of-way acquisitions		352,500	
Other Costs (i.e. Traffic Counts, Borings, Bond fees)		<u>71,900</u>	
Bond Ordinance		\$ 4,100,000	

ORDINANCE

Page 1 of 5

An Ordinance Amending the Ordinance Dated September 6, 2011, as Amended November 21, 2011, January 21, 2013, July 1, 2013 and March 3, 2014 Authorizing the Issuance of \$2,200,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$4,100,000

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

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on October 20, 2014, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by Council Member _____, who moved its adoption, seconded by Council Member _____, to wit:

WHEREAS, by ordinance dated September 6, 2011, as amended November 21, 2011, January 21, 2013, July 1, 2013 and March 3, 2014, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$2,200,000 bonds of said City to pay the costs of the design for the Factory Street reconstruction, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, a class of objects or purposes, at an estimated maximum cost of \$2,200,000, in and for the City of Watertown, Jefferson County, New York; and

ORDINANCE

Page 2 of 5

An Ordinance Amending the Ordinance Dated September 6, 2011, as Amended November 21, 2011, January 21, 2013, July 1, 2013 and March 3, 2014 Authorizing the Issuance of \$2,200,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$4,100,000

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 Council now wishes to increase the estimated maximum cost of the aforesaid class of objects or purposes from \$2,200,000 to \$4,100,000, an increase of \$1,900,000 over that previously authorized, and to authorize the issuance of bonds sufficient to pay said estimated maximum cost;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

Section A. The title and Sections 1 and 2 of the ordinance of this Council dated and duly adopted September 6, 2011, as amended November 21, 2011, January 21, 2013, July 1, 2013 and March 3, 2014, authorizing the issuance of \$2,200,000 bonds to pay the costs of the design for the Factory Street reconstruction, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, a class of objects or purposes, at an estimated maximum cost of \$2,200,000, in and for the City of Watertown, Jefferson County, New York, is hereby amended, in part, to read as follows:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$4,100,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COSTS OF THE DESIGN FOR THE FACTORY STREET RECONSTRUCTION, IN AND FOR SAID CITY.

“

“Section 1. For the class of objects or purposes of paying the costs of the design for the Factory Street reconstruction, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$4,100,000 bonds of said City pursuant to the provisions of the Local Finance Law.

“Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$4,100,000 and that the plan for the financing thereof is by the issuance of the \$4,100,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced

ORDINANCE

Page 3 of 5

An Ordinance Amending the Ordinance Dated September 6, 2011, as Amended November 21, 2011, January 21, 2013, July 1, 2013 and March 3, 2014 Authorizing the Issuance of \$2,200,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$4,100,000

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

by the amount of any State or Federal aid or any other revenue received by the City from other sources for such class of objects or purposes.”

Section B. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section C. Upon this ordinance taking effect, the same shall be published in summary in the Watertown Daily Times, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section D. This resolution is effective immediately.

Unanimous consent moved by Council Member _____, seconded by Council Member _____, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____

ORDINANCE

Page 5 of 5

YEA	NAY

An Ordinance Amending the Ordinance Dated September 6, 2011, as Amended November 21, 2011, January 21, 2013, July 1, 2013 and March 3, 2014 Authorizing the Issuance of \$2,200,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$4,100,000

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

Newspaper and/or Other News Media Date Given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Noticed Date of Posting

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on October __, 2014.

 City Clerk

(CORPORATE SEAL)

Ord No. 2

October 15, 2014

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning & Community Development Coordinator
Subject: Amending PDD #1 to Allow Additional Signage at 1279 Coffeen Street

Donna Yang of Northern Awning and Sign Company has submitted to above subject zone change request.

The Planning Board will be reviewing the request at its special October 16, 2014 meeting. We've had to make assumptions to prepare this ordinance in order to keep the applicant on schedule. If the Planning Board makes a different decision, a revised ordinance will be presented to the Council on Monday.

Attached is the report on the zone change request prepared for the Planning Board.

The ordinance prepared for City Council consideration approves the amendment. The Council must hold a public hearing on the ordinance before it may vote. It is recommended that a public hearing be scheduled for 7:30 pm on Monday, November 3, 2014. A SEQRA resolution will also be presented for City Council consideration at that meeting.

ORDINANCE

Page 1 of 2

Amending PDD #1 to Allow Additional Signage at 1279 Coffeen Street

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

BE IT ORDAINED where Donna Yang of Northern Awning and Sign Company, has submitted an application to amend Planned Development Distric #1 to allow additional signage at 1279 Coffeen Street, parcel 8-40-101.006, and

WHEREAS the Planning Board of the City of Watertown considered the request at its October 16, 2014 meeting and passed a motion recommending that City Council approve the zone change, and

WHEREAS the Jeffeson County Planning Board reviewed the request at their October 28, 2014 meeting, and

WHEREAS a public hearing was held on the proposed zone change on November 3, 2014, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zone change according to the requirements of SEQRA, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

NOW THEREFORE BE IT ORDAINED that Planned Development District #1 is hereby amended to allow the following signage at 1279 Coffeen Street, parcel 8-40-101.006:

- 1) One freestanding sky sign, up to 80 feet in height, maximum 190 square feet
- 2) One freestanding sign with LED component, maximum 50 square feet
- 3) 175 total square feet of building and gas canopy mounted signage

And,

BE IT FURTHER ORDAINED that the above schedule of permitted signage shall supersede all previous amendments to the PDD that relate to signage on the subject parcel, and

ORDINANCE

Page 2 of 2

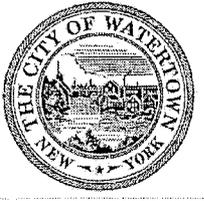
Amending PDD #1 to Allow Additional Signage at
1279 Coffeen Street

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

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or otherwise printed as the City Manager directs.

Seconded by



MEMORANDUM

CITY OF WATERTOWN, NEW YORK – 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: Zone Change – 1279 Coffeen Street, PDD #1
DATE: October 1, 2014

Request: To amend Planned Development District #1 to allow additional signage at 1279 Coffeen Street, parcel 8-40-101.006
Applicant: Donna Yang
Owner: PEMM, LLC
SEQRA: Unlisted
County review: October 28th

Comments: The applicant is requesting this zoning amendment so that building mounted signage may be installed at a gas station and convenience store currently under renovation.

The applicant has requested that the PDD be amended to allow the existing signage (28 sf), including two free standing signs (233.97 sf), plus an additional 145.91 square feet of building and canopy signage. Some of the items included in the applicant's list do not require permits—specifically, the gas pump decals would not be included in the signage total, and drive-through menu boards may be exempt if they do not have logos displayed.

The following signage schedule is recommended:

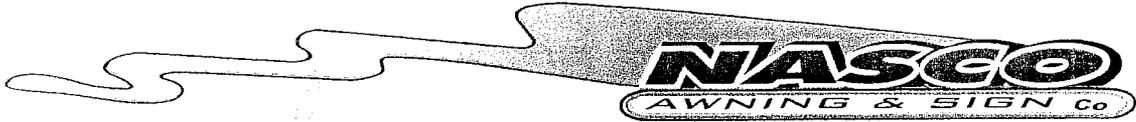
- 1) One freestanding sky sign, up to 80 feet in height, maximum 190 square feet
- 2) One freestanding sign with LED component, maximum 50 square feet
- 3) 175 total square feet of building and canopy mounted signage

This signage schedule would supersede all previous signage amendments for this parcel.

If this parcel were located in a Commercial District, the applicant would be allowed a maximum of 200 square feet of signage, and only one freestanding sign.

cc: City Council Members
Robert J. Slye, City Attorney
Brian Drake, Civil Engineer II
Donna Yang, Nasco, 22891 Murrock Circle

Serving Watertown and Surrounding Communities With Quality Electrical Awnings and Signage



FABRICATION • INSTALLATION • SERVICE

EST. 1989

22891 Murrock Circle, Watertown, NY 13601

TEL (315) 782-8515

FAX (315) 782-4859

E-mail: nasco@nnymail.com

September 29, 2014

City of Watertown
City Engineer's Office
245 Washington Street; Room 305
Watertown, NY 13601

Re: Pemm LLC, Quicklee's
1279 Coffeen Street
Watertown, NY 13601
Tax ID: 8-40-101.006



Attn: Planning Board and City Council:

Please find attached application for an amendment to the current zoning, in regards to the property at 1279 Coffeen Street in Watertown.

Currently the property is located in Planned Development District # 1. The property has the following signs.

- 1) One (1) freestanding sign that measures 18' overall in height. It has two double-sided, internally lit sign boxes. The top sign box measures 4' wide x 5' high (20 sf) and the bottom sign that shows the fuel pricing only measures 58" w x 62" h (24.97 sf) Please refer to P1.
- 2) One (1) freestanding "Sky" high rise sign that measures 80' high. It has a double-sided, internally lit sign box that measures 27' wide x 7' high (189 sf)

City Council met and made amendments for the signs in which

Permit # S712-008, receipt # 2-920 approved the signs originally on November 4, 1971.

Permit # S859-38, receipt # 9-51 approved amendments to the two freestanding signs on April 4, 1990 when the property became Sugarcreek.

Since then, the property has been sold. Pemm LLC is the present owner. The convenient store is now called "Quicklee's". The property is currently being renovated to accommodate Quicklee's, Dunkin Donuts, and Mobil.

At some point, there was a building sign approved for 48 square feet in addition to the two freestanding signs. Permit # S-858-070, receipt # 9-190 dated June 23, 1989.

EXISTING

	<u>Total SF</u>
<u>MOBIL (291.09 sf)</u>	
Two (2) "Mobil" on the fuel canopy measuring 2' h x 7' w (14 sf)	28.00
Eight (8) "Pegasus" logo decals on the pumps measuring 20" h x 42" w (5.85 sf)	46.80
Eight (8) "Mobil" decals on the pumps measuring 3 1/2" h x 12" w (.29 sf)	2.32
One (1) Sky/Highrise sign measuring 7' h x 27' w (189 sf)	189.00
One (1) LED fuel pricing sign measuring 62" h x 58" w (24.97 sf)	24.97
<u>QUICKLEE'S (20 sf)</u>	
One (1) "Quicklee's" on the 18' freestanding sign measuring 2'6" h x 4' w (10 sf) (please note that this sign box actually measures 5' h x 4' w and has a decorative vinyl divider)	20.00

ADDITIONAL

<u>DUNKIN DONUTS (100.02 sf)</u>	
One (1) "Dunkin Donuts" on the front elevation measuring 30 1/2" h x 6'10" w (17.36 sf)	17.36
One (1) "Dunkin Donuts" on the Right elevation measuring 38 1/8" h x 8' 6 1/2" (27.13 sf)	27.13
One (1) menuboard with extenders measuring 63.685" h x 71.75" w (55.53 sf)*	55.53
<u>QUICKLEE'S (45.89 sf)</u>	
One (1) "Quicklee's" on the front elevation measuring 36" h x 10'7" w (31.74 sf)	31.74
One (1) "Quicklee's" on the right elevation measuring 24" h x 7 3/4" w (14.15 sf)	14.15

We are requesting that there be consideration for the existing signs to remain and an additional 200 square feet for the parcel to used and permitted whether it is to be used on the building, canopy, or freestanding as long as it meets regulations.

Look forward to further discussion.

Sincerely,



Y. Donna Yang
Northern Awning & Sign Co., inc.

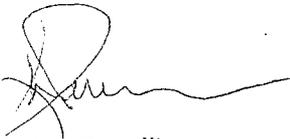
PEMM, LLC
Dba Quicklee's
25697 Lakeville Road, Suite 1
Avon, NY 14414

September 9, 2014

To Whom It May Concern;

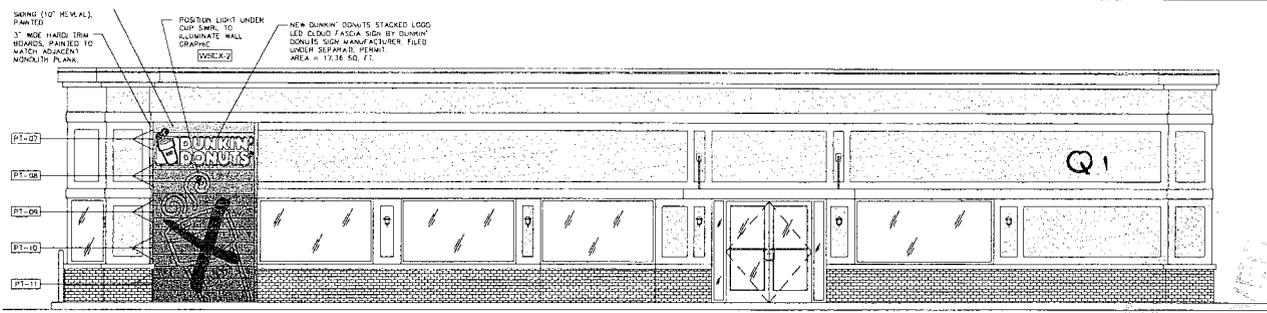
Please allow Y. Donna Yang or Northern Awning and Sign Company make an application on behalf of PEMM, LLC. If you have any questions or concerns regarding this matter please feel free to contact me at the number below.

Regards,

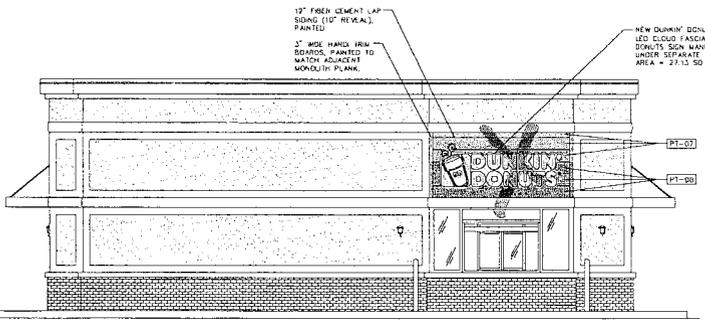


Ken Perelli
585-303-9925

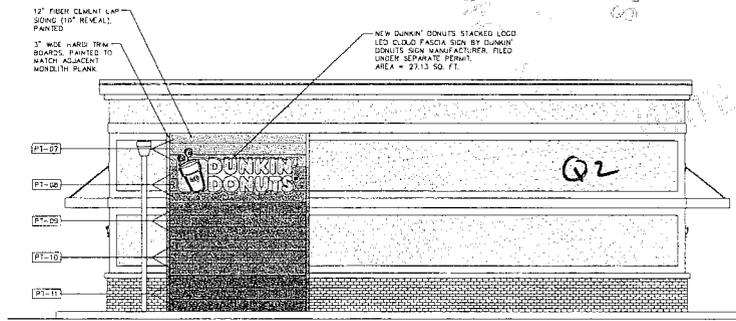




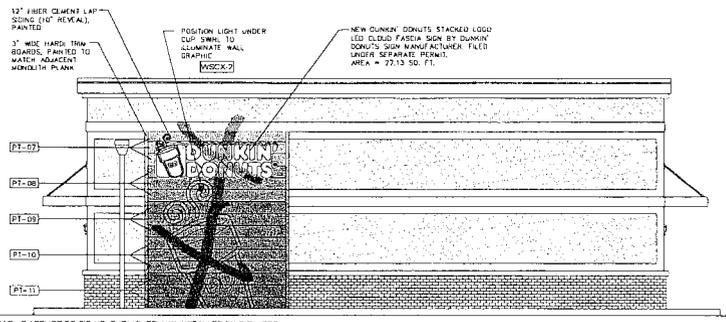
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



LEFT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



GRAPHIC APPLIED TO SIGNING. FURNISHED AND INSTALLED BY G.C. SEE [HTTP://EXT.PANEL.DUNKINBRANDS.COM](http://EXT.PANEL.DUNKINBRANDS.COM) FOR ADDITIONAL SIZES AVAILABLE

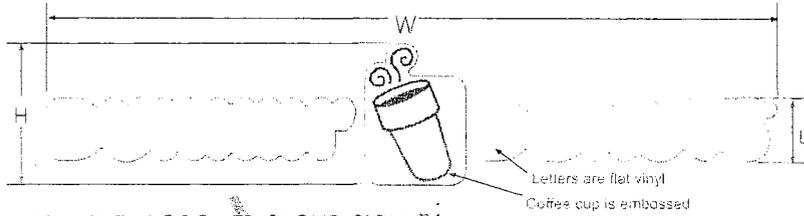
RIGHT ELEVATION - ALTERNATE
SCALE: 1/4" = 1'-0"

EXTERIOR FINISH MATERIAL SCHEDULE					
CODE	MATERIAL	MANUFACTURER	PRODUCT #	DESCRIPTION	REMARKS
AW-01	AWNING	ARLON	DD FRESH BREW AWNING	BROWN AWNING WITH FRESH BREW MESSAGING	STANDARD AWNING FOR FRESH BREW DESIGN. W/ ORANGE BAND
AW-01A1	AWNING	ARLON	DD FRESH BREW AWNING	BROWN AWNING - PLAIN MATERIAL	STANDARD PLAIN MATERIAL FOR FIELD
AW-02	AWNING	ARLON	DD FRESH BREW AWNING	ORANGE AWNING WITH FRESH BREW MESSAGING	ALTERNATE AWNING FOR FB DESIGN
AW-02A1	AWNING	ARLON	DD FRESH BREW AWNING	ORANGE AWNING - PLAIN MATERIAL	ALTERNATE AWNING FOR FB DESIGN
AW-03	AWNING	ARLON	BR FLAVORS AWNING	PINK AWNING	STANDARD AWNING FOR BR FLAVOR DESIGN. W/ BLUE BAND
BC-1	BOLLARD COVERS	IDEAL SHIELD	ICS-ECC-4-52.5	4"W x 32"H ORANGE BOLLARD SLEEVE	MATCH DD ORANGE PT-02
EFS-01	EFS	DRYVIT SYSTEMS, INC	DUDD-1D-1020	MATCH DD ORANGE PT-02	ALTERNATE MATERIAL TO HARDPLANK
EFS-02	EFS	DRYVIT SYSTEMS, INC	DUDD-1D-1020	PAINT COLORS TO MATCH ANOMALY SCHEME	ALTERNATE BUILDING MATERIAL TO HARDPLANK
EFS-03	EFS	DRYVIT SYSTEMS, INC	DUDD-1D-1020	MATCH SHERWIN WILLIAMS 7536 BITTERSWEET	ALTERNATE BUILDING MATERIAL TO HARDPLANK
EFS-04	EFS	DRYVIT SYSTEMS, INC	DUDD-1D-1020	MATCH SHERWIN WILLIAMS 6681 HONORABLE BLUE	BLUE BAND MATERIAL
EFS-05	EFS	DRYVIT SYSTEMS, INC	DUDD-1D-1020	MATCH SHERWIN WILLIAMS 7006 EXTRA WHITE	ALTERNATE BUILDING MATERIAL TO HARDPLANK
PT-01	PAINT	SHERWIN WILLIAMS	6372	"WAITING ROOM"	SATIN
PT-02	PAINT	SHERWIN WILLIAMS	6884	"UBSTINATE ORANGE"	SATIN
PT-03	PAINT	SHERWIN WILLIAMS	6140	"MODERATE WHITE"	SATIN
PT-04	PAINT	SHERWIN WILLIAMS	6759	"SANDY BELL"	SATIN
PT-05	PAINT	SHERWIN WILLIAMS	7335	"BITTERSWEET STEAM"	SATIN
PT-06	PAINT	SHERWIN WILLIAMS	7124	"LACONIC"	SATIN
PT-07	PAINT	SHERWIN WILLIAMS	6117	"SMOKEY TULIP"	SATIN
PT-08	PAINT	SHERWIN WILLIAMS	6099	"LUTE BROWN"	SATIN
PT-09	PAINT	SHERWIN WILLIAMS	6097	"STONEY BROWN"	SATIN
PT-10	PAINT	SHERWIN WILLIAMS	6080	"LAVA"	SATIN
PT-11	PAINT	SHERWIN WILLIAMS	6889	"FRENCH ROAST"	SATIN
PT-12	PAINT	SHERWIN WILLIAMS	7006	"EXTRA WHITE"	SATIN
PT-13	PAINT	SHERWIN WILLIAMS	7006	"EXTRA WHITE"	SATIN (COMBO - BR FIELD)

NO.	DESCRIPTION (PT.)	DATE

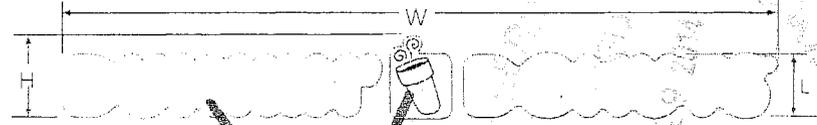
JOB LOCATION: WATER TOWN, NEW YORK
1275 CENTULA STREET
EXTERIOR ELEVATIONS: SCHEDULE

INLINE CONFIGURATION



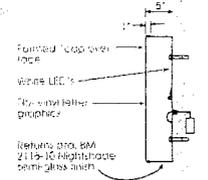
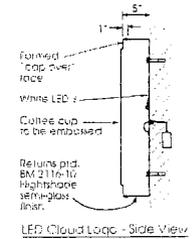
"IN-LINE" LOGO LED CLOUD SIGN

Nominal Size	H	L	W	*Area (sq ft)	ILLUMINATION
12" Letter	27-1/4"	12"	11'-7 1/2"	26.39	White LED's
15" Letter	34-1/16"	15"	14'-5 3/8"	41.24	
18" Letter	41"	18"	17'-5 1/2"	59.64	
21" Letter	47-11/16"	21"	20'-4 1/8"	80.84	
24" Letter	54-1/2"	24"	23'-3"	105.59	

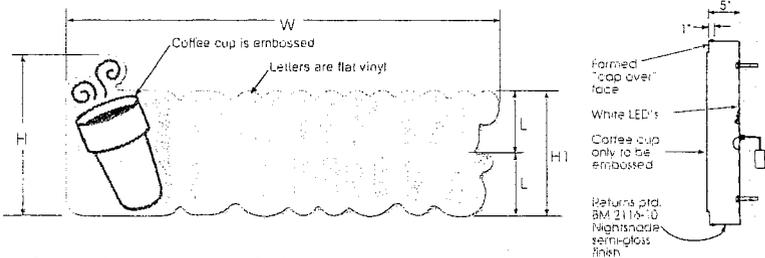


"IN-LINE" LOGO LED CLOUD SIGN, OPTIONAL CUP LOGO SIZES
(where fascia height is limited)

Nominal Size	H (cup logo)	L	W	*Area (sq ft)	ILLUMINATION
12" Letter	15-3/4"	12"	11'-2"	14.65	White LED's
15" Letter	19-11/16"	15"	13'-11 1/2"	22.90	
18" Letter	23-5/8"	18"	16'-9"	32.97	



STACKED CONFIGURATION



"STACKED" LOGO LED CLOUD SIGN

Nominal Size	H	H1	L	W	*Area (sq ft)	ILLUMINATION
12" Letter	30-1/2"	24"	12"	6'-10"	17.36	White LED's
15" Letter	38-1/8"	30"	15"	8'-6 1/2"	27.13	
18" Letter	45-3/4"	36"	18"	10'-3"	39.07	
21" Letter	53-3/8"	42"	21"	11'-11 1/2"	53.18	
24" Letter	61"	48"	24"	13'-8"	69.47	

COLOR & MATERIAL NOTES:

STACKED LED CLOUD SIGN / LOGO SIGN FOR INLINE CLOUD:

Faces are formed clear solar grade polycarbonate, decorated second surface vinyl
Vinyl colors: DD Orange- 3M #3630-3123; DD Magenta- 3M #3630-1379; Dark Brown (on cup logo)- 3M #3630-59

Coffee cup portion of logo to be 1/2" emboss depth.

Formed "cap-over" face fits over aluminum returns ptd. Benjamin Moore 2116-10 Nightshade semi-gloss finish; Cabinet to be 5" deep
Illumination: White LED's

INLINE CLOUD LETTERS:

Cloud letter faces to be formed clear polycarbonate, decorated second surface vinyl; Letters to be flat (not embossed)
Vinyl colors to be: DD Orange- 3M #3630-3123; DD Magenta- 3M #3630-1379; Cabinet to be 5" deep; Returns ptd. Benjamin Moore 2116-10 Nightshade semi-gloss finish
Illumination: White LED's

SIZES	H	W	*Area (sq ft)	ILLUMINATION
1'x 3.5'	16"	42"	3.66	White LED's
1.5'x 4'	18"	47-1/4"	4.63	
2'x 5.5'	25"	65-5/8"	8.94	

COLOR AND MATERIAL SPECIFICATIONS:
Face to be formed cap-over polycarbonate w/ second surface vinyl decoration.
Copy to be 3M #3630-59 Dark Brown vinyl on white background w/ PMS 105 Orange border, hand cut and sprayed.
Cabinet to be alum. returns and back, ptd. to match Benjamin Moore 2116-10 Night Shade semi-gloss finish.
Illumination to be white LED's

If questions regarding 3M films, please contact: Deborah Giampolo-3M Corporation at 800.714.9865

NOTE: THESE DRAWINGS ARE FOR IMAGE DESIGN GUIDANCE ONLY. IT IS THE SOLE RESPONSIBILITY OF THE ARCHITECTS AND ENGINEERS RETAINED BY THE FRANCHISEE TO PREPARE ALL NECESSARY CONSTRUCTION DOCUMENTS FOR THE PARTICULAR PROJECT LOCATION. DUNKIN' BRANDS, INC., THEIR AGENTS AND EMPLOYEES, DO NOT WARRANT THE ACCURACY OF THESE DRAWINGS, NOR DOES DUNKIN' BRANDS, INC. GUARANTEE THAT THESE DRAWINGS AND THEIR COMPONENTS MEET THE REQUIREMENTS OF ANY FEDERAL, STATE OR LOCAL LAWS, REGULATIONS, ORDINANCES, BUILDING CODES OR INDIVIDUAL SITE CONDITIONS. IT IS THE SOLE RESPONSIBILITY OF THE FRANCHISEE AND OF THE ARCHITECT AND ENGINEERS RETAINED BY THE FRANCHISEE TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS, ORDINANCES, CODES AND OTHER REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, AMERICANS WITH DISABILITIES ACT.

Everbrite

4949 South 110th Street
PO Box 20020
Greenfield, WI 53220-0020
414.529.7131



Revisions:

DD LED Cloud
Logo/Letters

FILE

Date: 9/8/10

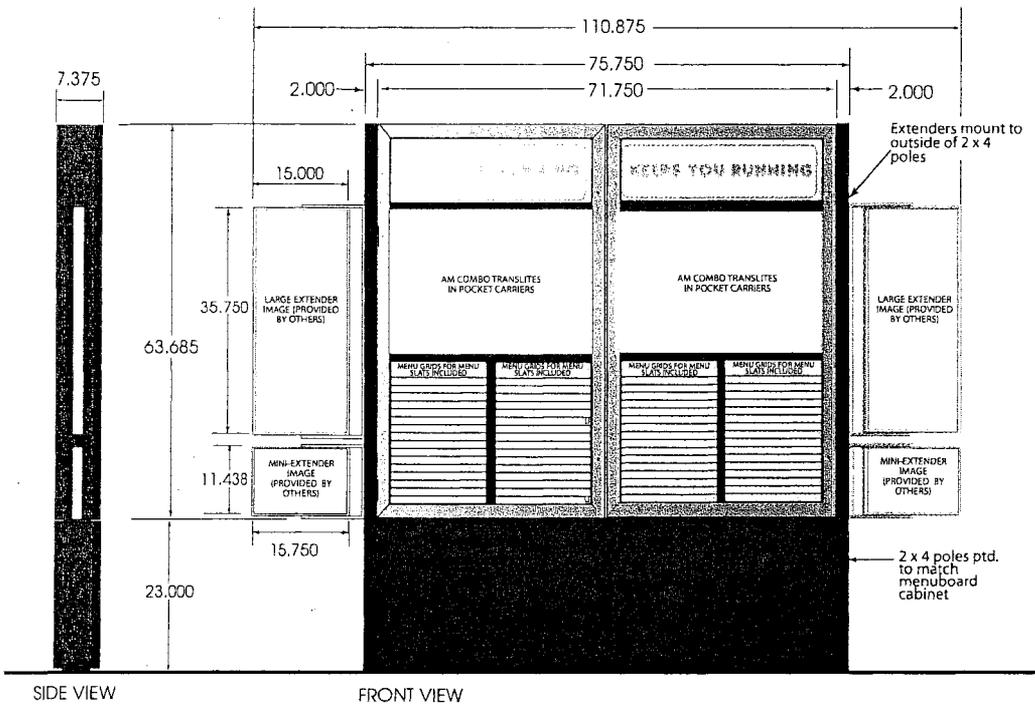
Scale: NTS

Drawn: C HART

BS-1



MBDDVEWOS- DD EXTERIOR DT



SIGN SPECIFICATIONS

Materials:

- 22 ga. galvalneal steel
- Aluminum extrusion
- (2) 2x4x3/16 poles w/ steel plates

Access:

- Open front doors to access menu grids and POP Images
- Remove POP frames or menu grids to access lamps and ballasts

Area:

- 45.59 Sq. Ft. (not including extenders)
- 55.53 Sq. Ft. (including extenders)

Weight (approx.):

- 559 lbs.

Wind Load:

- 35 PSF

ELECTRICAL SPECIFICATIONS

Lamps:

- (8) FO40/741 60" 40-Watt 4100K

Ballasts:

- (4) Fulham WH5

Line Load:

- 4.6 Amps @ 120 V
- (1) 20 Amp circuit, 60 Hz

COLOR SPECIFICATIONS

- BM 2116-10 Nightshade Brown semi-gloss
- PMS 165C Orange
- PMS 219C Raspberry

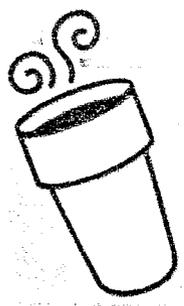
Everbrite

For More Information about the Dunkin' Donuts Sign Program or other Dunkin Brand Sign programs manufactured by Everbrite, LLC, please contact a Dunkin Brands Specialist at toll free 888-505-1002 or dunkinbrands@everbrite.com. We are pleased to assist you.

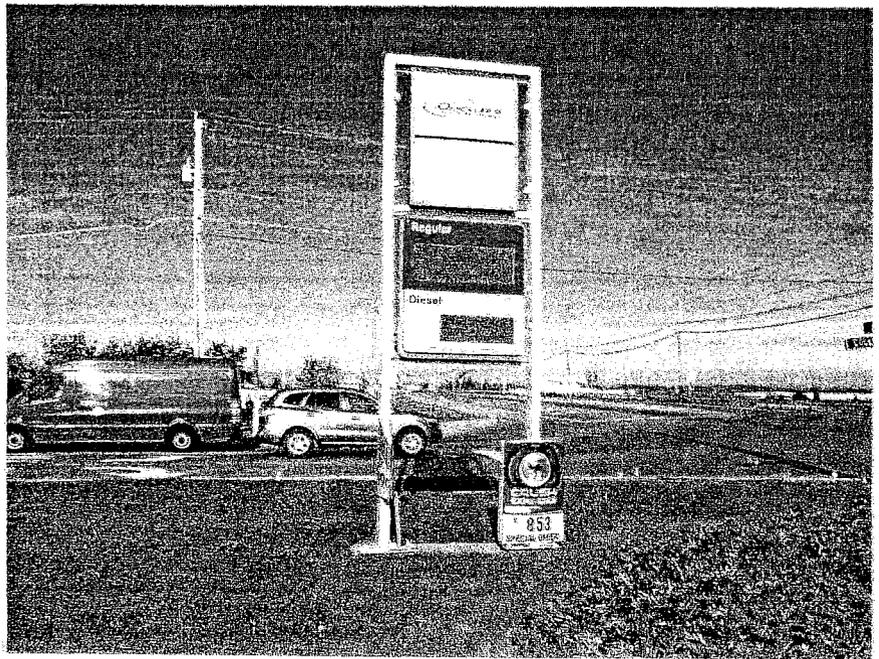
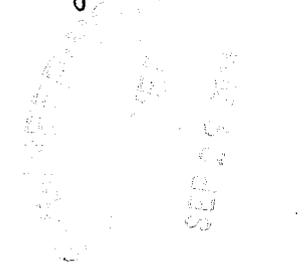
282821-1 6/27/12

SEP 25 2014

DRIVE THRU



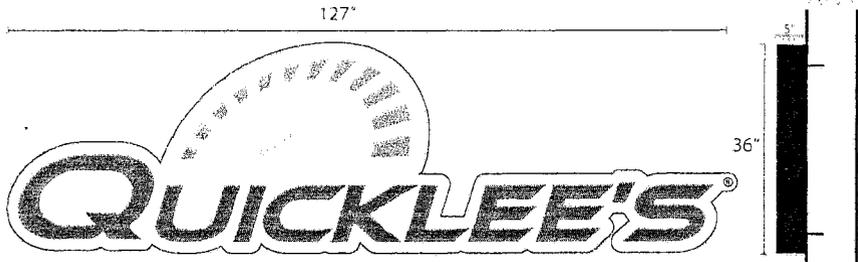
proposed lettering for existing 4'w x 5'h sign between pole. Sign area is 2'6" h x 4' w.



← One double-sided sign box measuring 4' x 5' h = 20 #
Has vinyl divider allowing 2'6" h x 4' w for each business to list their name.

← One double-sided pricing sign box measuring 58" w x 62" h = 24.97 #

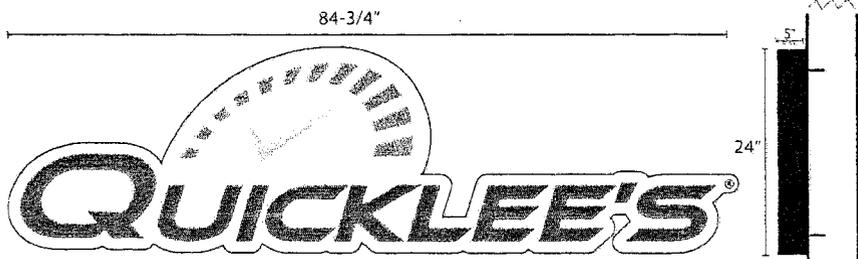
Freestanding sign is 18' OAH



$3' \times 10' 7'' W = 31.74 \text{ \#}$

Sign cloud to be on the Right of the FRONT ELEVATION

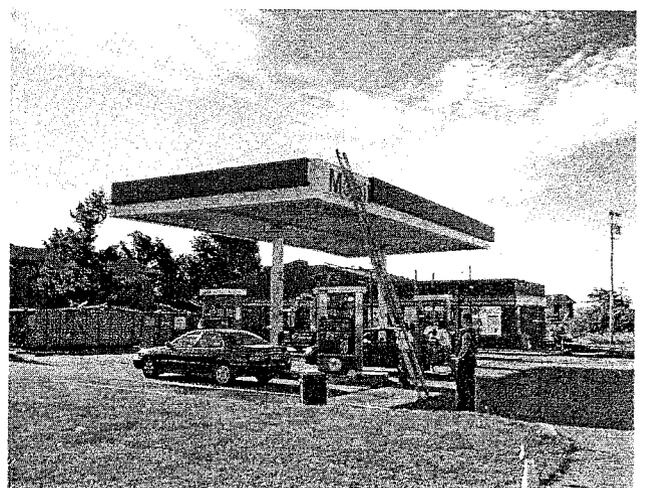
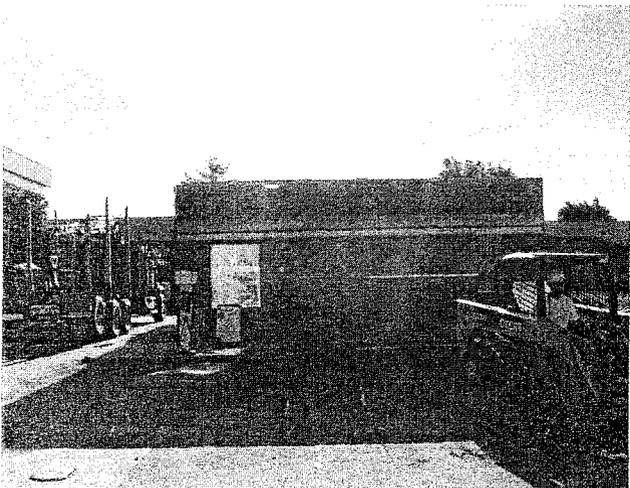
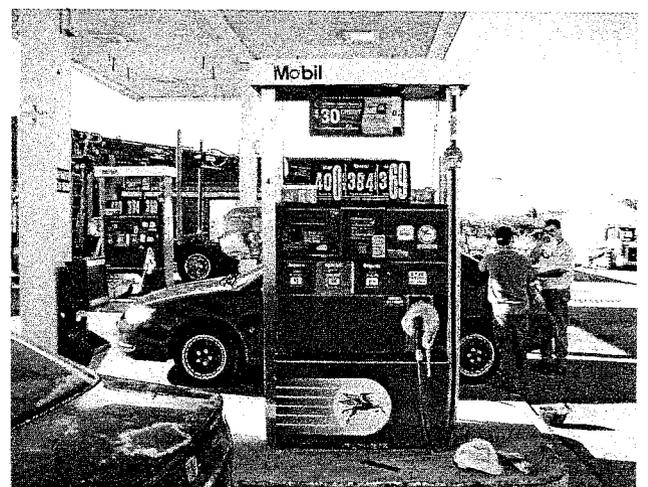
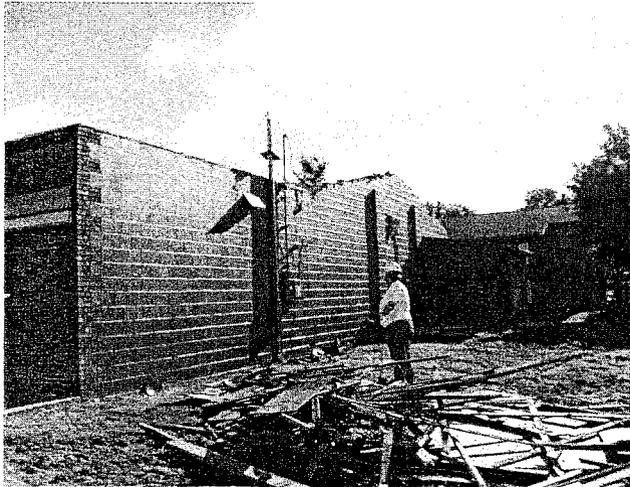
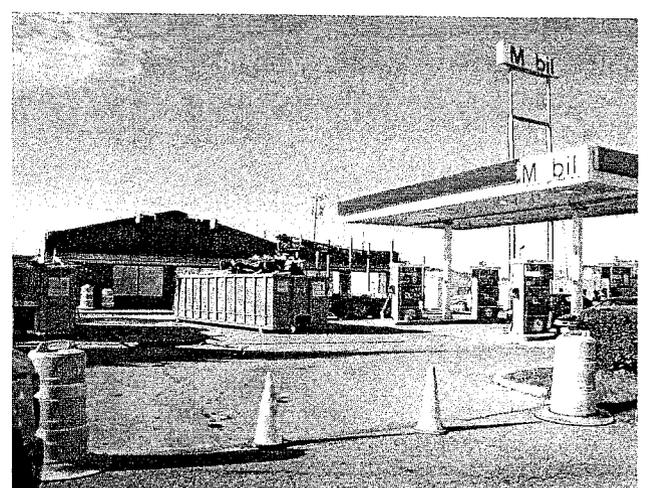
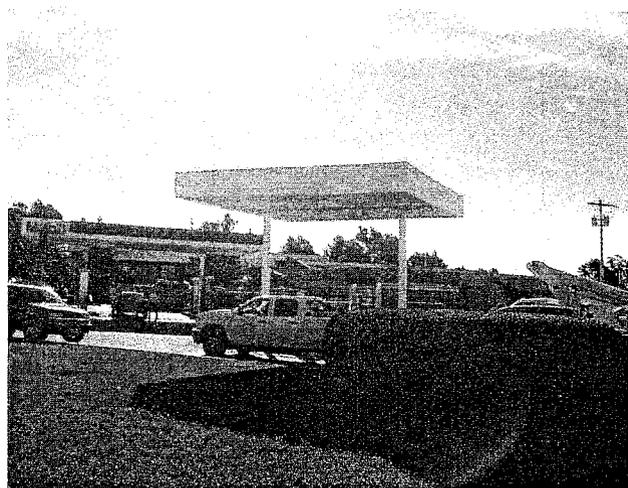
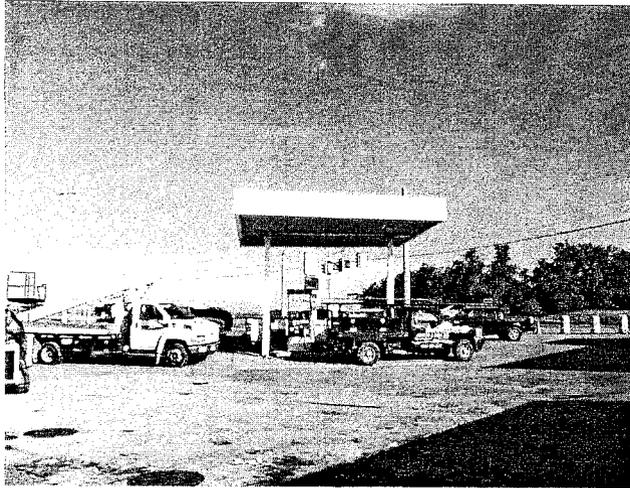
Q1



$2' \times 7' 3/4'' = 14.15 \text{ \#}$

Sign cloud to be on the Right of the RIGHT ELEVATION

Q2





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.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Pemm LLC, /Quicklee's / Dunkin Donuts			
Project Location (describe, and attach a location map): 1279 Coffeen Street Watertown, NY 13601			
Brief Description of Proposed Action: Additional square feet of signage			
Name of Applicant or Sponsor: Y. Donna Yang Northern Awning Sign Co. Inc.		Telephone: 315.782.8515	
		E-Mail: nasco@nnymail.com	
Address: 22891 Murrack Circle			
City/PO: Watertown		State: NY	Zip Code: 13601
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?		198 X 175 acres	
b. Total acreage to be physically disturbed?		_____ acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 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 type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): Planned Dev 1 <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"/>

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: V. Donna Yang Northern Arrow Sign Co., Inc
 22891 Mumak Circle
 Watertown, NY 13601
 (315) 782-0010 Date: 9.29.14

Signature: [Handwritten 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 checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" 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

Laid Over Under the Rules

October 15, 2014

To: The Honorable Mayor and City Council

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

Subject: Amending Code of the City of Watertown, Chapter 216 – Parks,
Playgrounds and Recreational Areas

The attached Ordinance was introduced on October 6, 2014. It did not receive unanimous consent so it was Laid Over Under the Rules.

ORDINANCE

Page 1 of 4

Amending Code of the City of Watertown,
Chapter 216 – Parks, Playgrounds, and
Recreational Areas

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

BE IT ORDAINED where several parks and recreational areas have been constructed in recent years, and

WHEREAS these new parks and recreational areas and some previously existing parks do not have codified rules of conduct, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to adopt rules for all parks, playgrounds, and recreation areas,

NOW THEREFORE BE IT ORDAINED that Chapter 216 of the City Code is hereby amended by replacing it in its entirety with the following:

Chapter 216: PARKS, PLAYGROUNDS, AND RECREATIONAL AREAS

ARTICLE I General Provisions

§216-1. Enumeration of parks, playgrounds, and recreational areas.

The rules set forth in this chapter apply to the following parks, playgrounds and recreational areas:

PARKS AND RECREATIONAL AREAS

- Alex T. Duffy Fairgrounds
- Bicentennial Park
- Factory Square Park
- Fairgrounds Trail
- John C. Thompson Park
- John Q. Adams Recreation Fields (aka North Elementary Fields)
- Kostyk Field
- Marble Street Park
- Route 3 Handicap Fishing and Boating Access
- Veterans' Memorial Riverwalk
- Waterworks Park
- Whitewater Park

ORDINANCE

Page 2 of 4

Amending Code of the City of Watertown,
Chapter 216 – Parks, Playgrounds, and
Recreational Areas

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

PLAYGROUNDS

- Academy Street Playground
- Emerson Place Playground
- Hamilton Street Playground
- Jefferson Street Playground
- Portage Street Playground
- Taylor Playground
- Thompson Street Playground

§216-2. Driving and parking of vehicles.

- A. No person shall operate any motor vehicle, as defined in New York State Vehicle and Traffic Law § 125, as the same may be amended from time to time, within any park, playground, or recreational area, other than on asphalt or stone drives, unless authorized by the City Manager.
- B. No person shall operate any limited use vehicle, snowmobile or all-terrain vehicle, as defined in New York State Vehicle and Traffic Law §§ 121-c, 2221 or 2281, as the same may be amended from time to time, within any park, playground or recreational area.
- C. No person shall park any motor vehicle any place within a park, playground or recreational area other than in a parking lot or designated parking area, unless authorized by the City Manager.
- D. Designated parking areas in Thompson Park are:
 - North side of North Tower Drive
 - South side of South Tower Drive
 - East side of East Tower Drive from southern edge of South Tower Drive to northern edge of North Tower Drive
 - West side of West Tower Drive from the southern edge of South Tower Drive to the rock monument in front of the flag pole
 - East side of West Tower Drive from North Tower Drive to Oak Walk
 - South side of West Entrance Drive from Watertown Golf Club Entrance to the sand trap
 - South side of West Entrance Drive from East Tower Drive to the parking lot
 - Along the overlook wall on West Entrance Drive.

ORDINANCE

Page 3 of 4

Amending Code of the City of Watertown,
Chapter 216 – Parks, Playgrounds, and
Recreational Areas

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

Total

§216-3. Closing hours.

- A. No person shall enter or remain in any playground from 9 p.m. to 6 a.m.
- B. No person shall enter or remain in any park, except John C. Thompson Park, Veterans’ Memorial Riverwalk, Waterworks Park, Alex T. Duffy Fairgrounds, Bicentennial Park, and Whitewater Park, from 9 p.m. to 6 a.m.
- C. No person shall enter or remain in John C. Thompson Park from 12 a.m. to 5 a.m., except for the purpose of driving through without stopping other than for traffic signs.
- D. No person shall enter or remain in Veterans’ Memorial Riverwalk or Waterworks Park, from one hour after sunset to 6 a.m.

§216-4. Glass containers.

No person shall possess, deliver or use any type of glass container within any park, playground or recreational area.

§216-5. Alcoholic beverages.

Consumption of alcoholic beverages within any park or recreational area shall be governed by City Code Chapter 75, as the same may be amended from time to time.

§216-6. Tobacco Products.

- A. Use of tobacco products shall be prohibited in all playgrounds and within 100 feet of any playground structure located in a park.
- B. Tobacco products shall only be used at Alex T. Duffy Fairgrounds, Kostyk Field, Marble Street Park, and John Q. Adams Recreation Fields within areas designated by the Superintendent of Parks & Recreation and identified by signs.

ORDINANCE

Page 4 of 4

Amending Code of the City of Watertown,
Chapter 216 – Parks, Playgrounds, and
Recreational Areas

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

§216-7. Open Fires.

Open fires are prohibited, except within the confines of cooking grills, fire places, or fire pits, if provided, within any park, playground or recreational area.

§216-8. Boats.

Motorized boats shall not be launched from any park, except the Route 3 Handicap Fishing and Boating Access.

§216-9. Swimming.

Swimming is prohibited in the Black River at all parks and recreational areas.

§216-10. Enforcement.

This Chapter shall be enforced by the City of Watertown Police Department.

§216-11. Penalties for offenses.

Any person, firm or corporation violating any provision of this chapter shall, upon conviction, be subject to a fine of not less than \$50 nor more than \$250. Each day of a continued violation is a separate and distinct offense.
, and

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

Seconded by Council Member Stephen A. Jennings

October 15, 2014

To: The Honorable Mayor and City Council

From: Erin E. Gardner, Superintendent of Parks and Recreation

Subject: Thompson Park Playground: Leather's and Associates Evaluation and Report

Attached for Council's review is the Thompson Park Playground Evaluation and Report from Leather's and Associates. Changes to the playground need to be made to be in compliance. Dr. Al Gianfagna contacted me at the end of June 2014 to let me know his vision on the renovation of the Thompson Park Playground. Dr. Gianfagna was part of the original committee that helped to construct the playground in 1987.

I took the opportunity to reach out to Clayton Mayor, Norma Zimmer, who provided me with a tour of the newly renovated Clayton playground. Leather's and Associates was responsible for this playground renovation as well. The renovations look amazing, and the playground is much safer for children and families to enjoy.

Currently in the capital budget, Thompson Park Playground cushion replacement for \$150,000 and Thompson Park Playground replacement for \$200,000 are in fiscal year 2016/2017. The Thompson Park Playground Committee led by Dr. Gianfagna is requesting to complete this project in the fall of 2015. Dr. Gianfagna has reached out to the Northern New York Community Foundation to assist with this project. I have also reached out to the Army National Guard to assist with the demo and building of the newly renovated playground and am waiting for a response. It was highly recommended for Parks and Recreation and DPW work closely on this project.

I would be happy to schedule a trip to Clayton if Council is interested in seeing the newly renovated playground. I highly recommend it!



On-Site Playground Evaluation and Report

Inspection Date: 8/5/2014

Report Date: 9/13/2014

Location: Watertown, NY

Playground Name:

Report Submitted by: Marc Leathers

OVERVIEW:

The playground was built in 1987 and has been well taken care of. The main materials are pressure treated wood. Playgrounds built around that time are expected to last approximately 20 years.

GENERAL OBSERVATIONS:

This assessment is based on a site visit meeting with the client and community members involved with the original build, including the original GC.

The original materials used in the playground were CCA pressure treated wood poles and lumber.

It's apparent from its condition that the playground is a well-used attraction in the area. The community is supportive in keeping the playground's theme and appeal for future generations to enjoy.

General Structure

The poles and framing are in good shape. Most of the equipment needs to be repaired or replaced.

Condition of:

Posts: Pressure treated poles; Good condition

Framing: Pressure treated 2x6; Good condition

Decking: Pressure treated 2x6; Bad condition (Major splintering and wear)

Handrails: Pressure treated 2x6; Medium condition (minor splintering & wear)

Handrail post: Pressure treated 2x4; Medium condition (minor splintering & Wear)

Balusters: Pressure treated 2x4's; Medium condition (minor splintering & Wear)

Mazes: 25-1/2"; Bad condition (severe splintering & Wear)

Low perimeter: Wood 8x8 R.R. ties; Bad condition ((major splintering)

Safety Surfacing: Pea gravel; Bad condition (not at sufficient depth throughout)

Equipment: Overall the equipment is in bad condition (Lots of equipment in needs repair or replacement)

RECOMMENDATIONS:

A complete renovation is needed. Remove wood and equipment except framing, poles, and cones. Replace all equipment, and tires in tire trench. Remove a section of existing playground and build a new tot playground.

Increase accessibility and accessible equipment.

When re-building or replacing, recycled plastic and low maintenance materials will be utilized as much as possible.

- Poles: Stain/seal with solid body stain
- Framing: Stain/seal exposed surfaces with solid body stain
- Decking: Replace with recycled plastic

Ithaca, NY & Jupiter, FL
Toll Free 877-564-6464 Fax 607-277-1433
www.leathersassociates.com

- Handrail: Replace with structural plastic
- Handrail post: Replace with new structural plastic post
- Perimeter: Replace with recycled plastic
- New tot area will have a new fence around it with one entrance
- Safety surfacing: Replace with surfacing that meets both ASTM F1292 & ASTM F1951 standards
- Equipment: Replace almost all equipment with new types some custom built and some manufactured. Replace chain and hose equipment with cable versions. Replace all slides with plastic slides. Keep existing metal tunnel slide. Replace all swing frames and hardware with manufactured ones.

CONSTRUCTION OPTIONS:

The majority of or projects are constructed through community volunteers. This process is L&A's heart and soul. The community build method not only saves money but empowers communities with limitless potential and benefits. At the same time we understand that the community build model is not always an option or the best choice. In those situations we also can work with contractors, city workers, volunteers and a variety of combinations. In many cases L&A can also serve as the contractor for the project. Our goal is to find the right solution for your community.

CONCLUSION:

The playground has been well cared for over the years. There are maintenance and safety compliance needs throughout the playground. These needs can be addressed without too much difficulty. Following the recommendations above will help reduce overall maintenance needs and bring the playground back into safety compliance. We would estimate this type of renovation increasing the lifespan of the playground around 15 years. The finished work will comply with the current version of ASTM F1487 and CPSC Pub.325. Based on your goals we can increase the accessibility of the playground and apparatus as well.

ASSOCIATED COST:

An estimate for the recommendations above including L&A (design, project management and construction consultation) and all materials is estimated at around \$185,000. This cost is based on utilizing our community build model. It's anticipated that the work can be completed in a five-day community build. As a reminder this is just an estimate until we define the final scope of work and get actual quotes for the materials.

Due to the age of the structure and the significant renovation cost we would recommend comparing the cost of a replacement as well. The cost of a good renovation would be beneficial and cost affordable especially considering the playground size. Doing the basic math you're looking at around \$185,000 getting you an additional 15 years. This breaks down to \$12,333 per year.

We would estimate a replacement cost of a similar size playground utilizing all of today's materials out of recycled plastics (no wood) at around \$350,000. Today's playgrounds are estimate to last at least 30 years. This breaks down to \$11,666 per year.

As you can see just based on the numbers you're at the breaking point. With either choice as part of our service we can work with you on all aspects of the projects including fundraising.

NEXT STEPS:

- Work with L&A to develop a final scope of work based on your budget and our recommendations
- Review your projected goal for build and develop a timeline outlining milestones from start to finish

We are working with many of our existing projects on renovations and replacements. Please contact us as you develop any questions. We truly appreciate the opportunity to work with your community again.

Sincerely,

Marc Leathers
President