

**CITY OF WATERTOWN, NEW YORK  
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, December 15, 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 Board of Ethics,  
Jean A. Bilow
- Resolution No. 2 - Appointment to Board of Ethics,  
Charles P. Donoghue
- Resolution No. 3 - Reappointment to Board of Ethics,  
Rande S. Richardson
- Resolution No. 4 - Reappointment to Board of Ethics,  
James D. St. Croix
- Resolution No. 5 - Reappointment to Board of Ethics,  
Arthur C. Stever III
- Resolution No. 6 - Reappointment of City Constable,  
Patricia J. Hennegan
- Resolution No. 7 - Reappointment of Deputy City Constable,  
Michael J. Hennegan
- Resolution No. 8 - Authorizing Standardization of Settling Tank Chain,  
Pollution Control Plant

- Resolution No. 9 - Authorizing Standardization of Programmable Logic Controllers (PLCs) to Mitsubishi, Pollution Control Plant
- Resolution No. 10 - Sidewalk Improvement Special Assessment Program, District No. 10
- Resolution No. 11 - Approving Intergovernmental Agreement Relative to Dog Control Services With County of Jefferson
- Resolution No. 12 - Establishing 2015 County Tax Rate
- Resolution No. 13 - Approving Professional Services Agreement for City Court Expansion Project, MRB Group
- Resolution No. 14 - Approving the 2014-2017 Collective Bargaining Agreement Between the City of Watertown and the Watertown Police Benevolent Association, Inc.

## **ORDINANCES**

- Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$948,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of City Court Renovations, in and for Said City

## **LOCAL LAW**

## **PUBLIC HEARING**

## **OLD BUSINESS**

- Tabled                                      Resolution Approving Whitewater Park Public Access Limited Use Agreement with Hole Brothers Holdings, LLC

## **STAFF REPORTS**

1. Broomball Equipment Fee
2. FY 2014-15 Fuel Budget Analysis

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

## **WORK SESSION**

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
JANUARY 5, 2015.**

Res Nos. 1, 2, 3, 4 and 5

December 9, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Appointment and Reappointments to the Board of Ethics

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At the request of the City Council, the following members of the Board of Ethics were contacted and have agreed to serve another one-year term, such term expiring on December 31, 2015:

Jean A. Bilow  
Fairway West – Unit C2  
522 Weldon Drive  
Watertown, New York

Rande S. Richardson  
269 Flower Avenue West  
Watertown, New York

James D. St. Croix  
636 Davidson Street  
Watertown, New York

Arthur C. Stever III  
304 Paddock Street  
Watertown, New York 13601

Additionally, I am recommending that Police Chief Charles P. Donoghue replace Brian S. Phelps on this Board for a one-year term, such term also expiring on December 31, 2015. Resolutions are attached for City Council consideration.

# RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,  
Jean A. Bilow

*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

RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2015:

Jean A. Bilow  
Fairway West – Unit C2  
522 Weldon Drive  
Watertown, New York 13601

**Seconded by**

# RESOLUTION

Page 1 of 1

Appointment to Board of Ethics,  
Charles P. Donoghue

*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

RESOLVED that the following individual is hereby appointed to the Board of Ethics for a one-year term expiring on December 31, 2015:

Charles P. Donoghue  
Watertown, New York 13601

**Seconded by**

# RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,  
Rande S. Richardson

*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

RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2015:

Rande S. Richardson  
269 Flower Avenue West  
Watertown, New York 13601

**Seconded by**

# RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,  
James D. St. Croix

*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

RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2015:

James D. St. Croix  
636 Davidson Street  
Watertown, New York 13601

**Seconded by**

# RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,  
Arthur C. Stever III

*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

RESOLVED that the following individual is hereby reappointed to the Board of Ethics for a one-year term expiring on December 31, 2015:

Arthur C. Stever III  
304 Paddock Street  
Watertown, New York 13601

**Seconded by**

Res Nos. 6 and 7

December 9, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Reappointment of City Constable and Deputy City Constable

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At the request of the City Council, the City Constable, Patricia J. Hennegan, and Deputy City Constable, Michael J. Hennegan, have been contacted and both have agreed to serve another one-year term, such term expiring on December 31, 2015.

The attached resolutions have been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Reappointment of City Constable,  
Patricia J. Hennegan

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*

RESOLVED that the following individual is hereby reappointed as City Constable for the City of Watertown, for a one-year term expiring on December 31, 2015:

Patricia J. Hennegan  
16820 Dry Hill Road  
Watertown, New York 13601

**Seconded by**

# RESOLUTION

Page 1 of 1

Reappointment of Deputy City Constable,  
Michael J. Hennegan

*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

RESOLVED that the following individual is hereby reappointed as Deputy City Constable for the City of Watertown, for a one-year term expiring on December 31, 2015:

Michael J. Hennegan  
 16820 Dry Hill Road  
 Watertown, New York 13601

**Seconded by**

Res Nos. 8 and 9

November 19, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Standardization at the Pollution Control Plant

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The Pollution Control Plant is requesting to standardize on particular brands of equipment used at their plant. This standardization would result in both efficiency and savings for the City of Watertown when proceeding with purchasing contracts.

The Plant is requesting to standardize the brand of settling tank chain used, which is replaced every 18 months to two years. By standardizing to the Troll Sludge Collectors NM 720S non-metallic chain, it will reduce the number of parts in inventory as one can be swapped out for another.

The Plant is also requesting to standardize programmable logic controls (PLCs) made by Mitsubishi. These items are replaced or purchased on an as-needed basis. These particular PLCs made by Mitsubishi are programmable and have memory, which is not standard for all PLCs on the market, nor would all be compatible with the software program Lookout.

As noted in the attached detailed reports on each request by Purchasing Manager Amy Pastuf, the particular standardization requires Council approval before proceeding. Resolutions are attached for Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing Standardization of Settling Tank Chain, Pollution Control Plant

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 General Municipal Law 103(5) states that “Upon the adoption of a resolution by a vote of at least three-fifths of all the members of the governing body of a political subdivision or district therein stating that, for reasons of efficiency or economy, there is need for standardization, purchase contracts for a particular type or kind of equipment, material, supplies or services in excess of the monetary threshold fixed for purchase contracts in this section may be awarded by the appropriate officer, board or agency of such political subdivision or any such district therein, to the lowest responsible bidder or responsible offerer furnishing the required security after advertisement for sealed bids or sealed offers therefor in the manner provided in this section. Such resolution shall contain a full explanation of the reasons for its adoption.” and

WHEREAS the City owns and operates three (3) settling tanks each with two (2) sets of sludge collection chain at the Pollution Control Plant located on W.T. Field Drive and five (5) of the six (6) chain sets are the Sludge Collectors NM7205 Non-metallic chain sets manufactured by Guardian Troll, and

WHEREAS to ensure continuous operation of the Pollution Control Plant, the City must maintain inventory of chain links and sections for each sludge collection chain brand at a considerable expense, and

WHEREAS the Pollution Control Plant desires to implement uniform repair processes and each brand of chain requires a different procedure to repair and replace segments, and

WHEREAS the Pollution Control Plant has identified Sludge Collectors NM7205 Non-metallic chain sets as a reliable product with proven field performance that has a simple repair process,

# RESOLUTION

Page 2 of 1

Authorizing Standardization of Settling Tank Chain, Pollution Control Plant

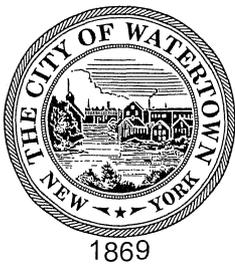
Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby authorizes the Pollution Control Plant and the City Purchasing Department to standardize the use of sludge collection chain to Guardian Troll Sludge Collectors NM7205 Non-metallic chain sets.

**Seconded by**



# CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf  
Purchasing Manager

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## MEMORANDUM

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**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Request for Standardization – Pollution Control Plant – Settling Tank Chain  
**DATE:** 11/19/2014

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Mark Crandall, the Chief Operator for the Pollution Control Plant has requested that the City standardize on a brand of settling tank chain used at the Pollution Control Plant. The chain he is proposing is the Troll Sludge Collectors NM 720S non-metallic chain, manufactured by Guardian Environmental Products. The chain is replaced every 18 months to 2 years.

Within the plant, there are three settling tanks that utilize sludge removal chain systems. The chain works to remove sludge and scum from the tanks through a system of lifts and chain. The chain systems are costly to replace at roughly \$12,000.00 per tank. The City maintains an inventory of spare parts for each brand of chain system that it utilizes to ensure that the process is not interrupted as the parts are not interchangeable between brands.

A standardization resolution to standardize to the Troll Sludge Collectors NM 720S non-metallic chain will result in both efficiency and economy. The proposed chain system is durable, light weight and easy for the staff to work with. By standardizing to one brand, it will reduce the number of parts in inventory as one can be swapped out for another.

As per General Municipal Law 103(5) “Upon the adoption of a resolution by a vote of at least three-fifths of all the members of the governing body of a political subdivision or district therein stating that, for reasons of efficiency or economy, there is need for standardization, purchase contracts for a particular type or kind of equipment, material, supplies or services in excess of the monetary threshold fixed for purchase contracts in this section may be awarded by the appropriate officer, board or agency of such political subdivision or any such district therein, to the lowest responsible bidder or responsible offerer furnishing the required security after advertisement for sealed bids or sealed offers therefor in the manner provided in this section. Such resolution shall contain a full explanation of the reasons for its adoption.”

It is recommended that the City Council pass a resolution to standardize to the Troll Sludge Collectors NM 720S non-metallic chain for use at the Pollution Control Plant as it will result in both efficiencies and economies for the City of Watertown.

If you have any questions, please let me know.

SPECIFICATIONS  
GUARDIAN TROLL™ SLUDGE COLLECTORS  
NM720S NON-METALLIC CHAIN

Primary Collector Mechanisms

Under this item the Equipment Manufacturer shall furnish and deliver ready for installation, chain and scraper type sludge collecting equipment. Longitudinal Collector chains shall run over four (4) sets of sprocket wheels with a maximum speed of 2 fpm so that the flights convey the sludge from the tank bottom and skim the water surface on the return run, concentrating the floating material in front of the removal mechanism. Cross Collector chains shall run over 3 sets of sprockets so that the flights convey the sludge to a collection hopper.

The sludge collecting equipment shall be Troll™ Collector System as manufactured by Guardian Environmental Products, Inc. or approved equal.

GENERAL DESCRIPTION

Each sludge collector mechanism shall include:

- Chain
- Flights and wear shoes
- Carrying Sprockets
- Drive Sprockets
- Driven Sprockets
- Drive Chain Tightener Assembly
- Cornershafts (3) for longitudinal collectors, (2) for cross collectors
- Headshaft, keyed
- Wall bearings
- Return track with support brackets
- Floor and track wear strips

DESIGN CRITERIA

The Equipment Manufacturer shall select the collector components based upon design calculations incorporating the following criteria:

- A. Operation under wet tank conditions
- B. Friction factors - 0.20 to 0.30 (UHMW on UHMW)
- C. Bearing friction - 0.05 per shaft assembly
- D. Shaft deflection - not to exceed 0.033" per foot of shaft length.
- E. Average sludge loading – 3 lbs per ft of flight length for longitudinal collectors  
6 lbs per ft of flight length for cross collectors

## COLLECTOR CHAIN

Supplier shall guaranty compatibility with the existing collector chain previously provided by Guardian Environmental Products, located in West Chester, PA

Collector chain shall be NM720S non-metallic type as provided by Guardian Environmental Products, Inc. located in West Chester, PA. Chain shall have 6-inch pitch links with an average weight of approximately 1.6 lbs/ft. The chain shall have a minimum published working load of 3,100 lbs and an average ultimate strength of over 6,500 lbs as demonstrated by the Ultimate Strength Testing Procedure included in this specification. The chain shall be manufactured of an acetal material meeting the minimum strength requirements and have a demonstrated performance in similar installations and of equal to or greater loadings. The chain shall be molded with the barrel and side bars as an integral assembly. The chain shall be assembled with pins that are also injection molded of glass filled nylon 6/6 material. Chain shall be capable of being assembled and disassembled in the field without the use of special tools or damage to the chain link or pin. Chains requiring special tools or retainers in assembly shall not be acceptable.

The attachment links shall be of similar construction to the plain chain links. The flight pusher plate shall extend the full height of the flight and shall accommodate four (4) 3/8" diameter Type 316 stainless steel hex head attachment bolts. Bolts shall be fastened with brass "Nylock" hex locknuts and Type 316 stainless steel cut washers.

Collector chain shall be proof tested by the manufacturer in accordance with the following testing procedure. Only manufacturers clearly exhibiting reference installations and history as deemed acceptable and pre-approved by the reviewing engineer will be considered.

### **Factory Testing**

Ultimate Strength: Manufacturer will test the ultimate strength of the non-metallic chain with a rig that contains a hydraulic cylinder 6" x 12" stroke, operated by an air/hydraulic pump capable of producing up to 3000 PSI or 75,000 lbs. of linear force. There will be two digital read-outs, one that will show the elongation and breaking point of the chain within 10/1000 of an inch, and the other is the load-cell linear force that goes up to 70,000 lbs within 1/100 of an inch accuracy.

Manufacturer shall furnish records of the test results as per description above. Average ultimate strength of the Non-metallic Chain shall be greater than 6,500 lbs.

## FLIGHTS

Flights shall be 3" x 8" nominal size fiberglass construction, essentially rectangular in cross section in a C-channel configuration. The member shall be an extruded channel section of pultruded isophthalic polyester composite construction with a minimum fiberglass content of 55% to insure member strength and total encapsulation of the glass fibers to prevent wicking. The modulus of elasticity shall be a minimum of  $2.8 \times 10^{6\text{th}}$  psi in the y-axis when tested in a full section of deflection test. Tensile strength shall be a minimum of 30,000 psi longitudinal and 7,000 psi transverse. The punch shear strength shall be a minimum of 10,000 psi. The flight section shall include a scraper lip on the leading edge of

the flight to optimize cleaning of the tank floor. Non-metallic filler blocks shall be furnished to allow the flight to be securely bolted to the chain attachment. Flight spacing shall be approximately 10 ft. for longitudinal collectors. Flights shall be accurately drilled and notched at the factory and banded together for shipment.

### WEARING SHOES

Each flight shall be provided with 1/2" thick wearing shoes to run on floor wear strips and on support tracks on the return run. The shoes shall be UHMW-polyethylene material. Wearing shoes running on the floor wear strips shall be located central to the chain attachment. The return run wearing shoes shall include a guide lug to insure proper tracking of the flight with the return track. All wearing shoes shall be reversible providing two (2) usable wearing surfaces. Wear shoes shall be fully molded with a rounded leading edge to prevent potential for catching. Extruded and fabricated angle, cut to length or glued wear shoes shall not be acceptable. Supplier must guaranty that all wear shoes will be provided with holes drilled to match the hole locations and required offsets of the existing supplied previously by Guardian environmental Products.

### COLLECTOR CHAIN SPROCKETS

Sprockets for the collector chains shall be molded non-metallic, hunting tooth design with integrally molded chain saver rim. Fabricated or non-molded sprockets are not acceptable and will not be considered. Supplier shall certify that sprocket design, including chain saver rim position will be fully compatible with the chain previously provided by Guardian Environmental Products, Inc. and will not impinge the chain side bar. Sprockets shall be of split construction and have the double life tooth profile compatible with non-metallic chain. The fully molded design shall consist of an impact modified glass-filled polypropylene hub with integral UHMW sprocket rim. UHMW fabricated or Polyurethane sprockets will not be considered acceptable. Sprocket halves shall be assembled on the shafting with 316 stainless steel bolted mounting hardware. Sprockets designs using clamping bands will not be considered as acceptable. All sprockets shall have integrally molded chain saver rims. Non-chain saver rim sprockets or sprockets using pressed or glued rims will not be accepted. The headshaft sprockets shall have the keyway machined in to the hub in such a way as to restrict lateral movement of the key and to insure chain alignment. Headshaft sprockets shall not be less than 22.23" pitch diameter and have 23 teeth. Driving sprockets shall be keyed and set screwed firmly to the headshaft. Cornershaft sprockets shall not be less than 16.61" pitch diameter and have 17 teeth.

## RETURN TRACKS

Return tracks shall be 3" x 3" x 3/8" carbon steel or fiberglass angles minimum with fabricated steel or fully molder glass reinforced nylon supporting brackets fastened by two (2) anchor bolts to the channel walls. Each bracket shall be designed to cantilever the return track approximately 9" off the channel wall. Support brackets shall be spaced approximately 10 ft. apart.

## WEAR STRIPS

Flight wear shoes shall ride on 3/8-inch thick by 2-5/8-inch wide, minimum, wear strips. Ultra high molecular weight (UHMW) polyethylene material shall be used. Wear strips shall be attached to the floor and to the return guides with all 304 or 316 stainless steel fasteners. Each wear strip shall include one anchoring hole and not less than three slotted holes to accommodate the fasteners. Anchor locations shall match those of the existing wear strips previously provided by Guardian Environmental Products, Inc. Provisions shall be included to allow for anticipated thermal expansion of the wear strips and to allow unimpeded transition of the wear shoes from one strip to another.

## DRIVE CHAIN

The collector drive chain shall be NH78 high strength non-metallic drive chain made of acetal for use in water treatment applications. Chain shall be required to meet quality control standards set by the manufacturer and shall be tested to meet these standards. Control standards shall be submitted to the engineer prior to manufacture. Test results shall be provided with delivery of the chain.

The chain shall not weigh less than 1.41 lbs/ft. The chain shall have an average pitch of 2.609 inches. Links shall be assembled using stainless steel pins that have knurled ends to prevent pin rotation and to ensure secure position and ease of assembly. Side bars shall be integrally molded to ensure squareness of the links. Pins will have a diameter of .375 inches. Working load of the chain shall be minimum 1,750 lbs.

## DRIVEN SPROCKET

The driven sprocket shall consist of a polymeric toothed rim bolted to a split non-metallic hub made of impact resistant glass filled polypropylene material. Sprocket shall have 40 teeth and a pitch diameter of 33.25-inches. The body shall be dished to provide an offset. The rim shall be molded of UHMW polyethylene. The body halves shall be assembled on the headshaft with two (2) bolts to exert compressive force against the hub, thereby clamping the sprocket assembly to the shaft. Bolts shall be located along the split line near the periphery and so designed to draw the sprocket halves together in diametrical and lateral alignment. The body shall have a machined keyway designed to restrict the lateral movement of the key.

## DRIVE SPROCKET

The drive sprocket shall consist of a polymeric plate section bolted to a polymeric driving hub. The sprocket plate shall be molded of nylon. The sprocket shall be not less than 9.26" pitch diameter and have 11 teeth.

The drive sprocket shall be provided with a shear pin device to provide for protection of the drive equipment in the event of excessive loading. Shear pins shall be provided to transmit torque from the driving hub to the sprocket shear plate with a polymeric gasket located between the shear faces to prevent seizing.

# RESOLUTION

Page 1 of 1

Authorizing Standardization of Programmable Logic Controllers (PLCs) to Mitsubishi, Pollution Control Plant

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

Total .....

YEA	NAY

## *Introduced by*

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WHEREAS General Municipal Law 103(5) states that “Upon the adoption of a resolution by a vote of at least three-fifths of all the members of the governing body of a political subdivision or district therein stating that, for reasons of efficiency or economy, there is need for standardization, purchase contracts for a particular type or kind of equipment, material, supplies or services in excess of the monetary threshold fixed for purchase contracts in this section may be awarded by the appropriate officer, board or agency of such political subdivision or any such district therein, to the lowest responsible bidder or responsible offerer furnishing the required security after advertisement for sealed bids or sealed offers therefor in the manner provided in this section. Such resolution shall contain a full explanation of the reasons for its adoption.” and

WHEREAS the City owns and operates a Pollution Control Plant located on W.T. Field Drive and the Plant uses Programmable Logic Controllers (PLCs) to conduct data from numerous system processes into Lookout software, forming the backbone of the SCADA system that regulates, controls and reports data for the various processes at the Plant, and

WHEREAS to ensure continuous operation of the Pollution Control Plant, the City must maintain a constant inventory of Programmable Logic Controllers (PLCs) for the mechanical processes that report data to the SCADA system, and

WHEREAS the Pollution Control Plant desires to implement uniform programming language for the SCADA system to gain efficiencies and reduce the possibility for errors, and

WHEREAS the Pollution Control Plant has identified PLCs made by Mitsubishi that are programmable and have memory, which is not standard for all PLCs on the market, have proven positive field performance and are generally less expensive than other brands of devices as well as being distributed by a number of companies which will encourage competitive pricing,

# RESOLUTION

Page 2 of 1

Authorizing Standardization of Programmable Logic Controllers (PLCs) to Mitsubishi, Pollution Control Plant

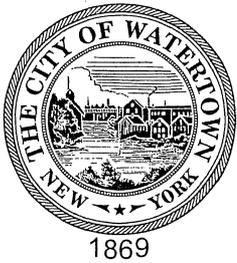
Council Member BURNS, Roxanne M.  
 Council Member BUTLER, Joseph M. Jr.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby authorizes the Pollution Control Plant and the City Purchasing Department to standardize on the use of Programmable Logic Controllers manufactured by Mitsubishi.

**Seconded by**



# CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf  
Purchasing Manager

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## MEMORANDUM

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**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Request for Standardization – Pollution Control Plant - PLCs  
**DATE:** 11/19/2014

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Mark Crandall, the Chief Operator for the Pollution Control Plant has requested that the City standardize on a brand of computer equipment used at the Pollution Control Plant. The items, PLCs or programmable logic controllers, are made by Mitsubishi. The current model numbers are as follows: FX3U-16MR/ES (retail price \$600), FX3U-32MR/ES (retail price \$850), and FX3U-64MR/ES (retail price \$1,200). The only difference between the models is the number of digital connectors on each unit. These items are replaced or purchased on an as-needed basis.

Within the plant, these PLCs are used to channel data from numerous system processes into a software program named Lookout. This software program is the foundation for the SCADA system for the Pollution Control Plant. These particular PLCs made by Mitsubishi are programmable and have memory, which is not standard for all PLCs on the market. In addition, not all PLCs are compatible with the software program Lookout.

A standardization resolution to standardize to the Mitsubishi PLCs will result in both efficiency and economy. The staff will be able to use the same programming procedures with each device, which will save time and reduce errors. By standardizing to one model, it will reduce the number of PLCs in inventory as one can be swapped out for another. The devices are generally less expensive than other brands of devices and are distributed by a number of companies which will encourage competitive pricing.

As per General Municipal Law 103(5) “Upon the adoption of a resolution by a vote of at least three-fifths of all the members of the governing body of a political subdivision or district therein stating that, for reasons of efficiency or economy, there is need for standardization, purchase contracts for a particular type or kind of equipment, material, supplies or services in excess of the monetary threshold fixed for purchase contracts in this section may be awarded by the appropriate officer, board or agency of such political subdivision or any such district therein, to the lowest responsible bidder or responsible offerer furnishing the required security after advertisement for sealed bids or sealed offers therefor in the manner provided in this section. Such resolution shall contain a full explanation of the reasons for its adoption.”

It is recommended that the City Council pass a resolution to standardize to the Mitsubishi programmable logic controllers for use at the Pollution Control Plant as it will result in both efficiencies and economies for the City of Watertown.

If you have any questions, please let me know.

R. Mark Crandall  
Chief Operator

NYS ELAP  
Certified Lab  
Lab ID# 10166

**William T. Field Memorial  
Pollution Control Plant**

**700 William T. Field Drive  
Watertown, New York 13601**

Phone: (315) 785-7840  
Fax: (315) 779-2095  
e mail: [MCrandall@watertown-ny.gov](mailto:MCrandall@watertown-ny.gov)

Andrew Barella  
O & M Supervisor

Glenn Goodfriend  
Lab Technician

February 10, 2014

Subject: Letter of Standardization  
Ref: Settling Tank chain.

The wastewater plant currently has 3 settling tanks that use chain for the removal of sludge and scum from its tanks. The chain is made by several different companies' but is not compatible with each other. The facility currently has **GUARDIAN TROLL™ SLUDGE COLLECTORS NM720S NON-METALLIC CHAIN.**

The biggest benefits to standardizing on one type of Chain in the plant are:

- Spare parts inventory – only one set needs to be maintained, as they are all interchangeable. It's necessary that the equipment that is to be used with the existing property be compatible to assure efficient and economical operation.
- The current chain is very easy to work with and replace sections as needed.
- A less important benefit is that we have experience with this type of chain.

Robert M. Crandall  
Chief Operator

Attached Specification Sheet

R. Mark Crandall  
Chief Operator

NYS ELAP  
Certified Lab  
Lab ID# 10166

**William T. Field Memorial  
Pollution Control Plant**

**700 William T. Field Drive  
Watertown, New York 13601**

**phone: (315) 785-7840  
fax: (315) 779-2095  
e mail: MCrandall@watertown-ny.gov**

Andrew Barella  
O & M Supervisor

Glenn Goodfriend  
Lab Technician

February 10, 2014

Subject: Letter of Standardization

Ref: Mitsubishi FX3U-series programmable logic controllers.

The Wastewater plant employs Mitsubishi FX3U-series programmable logic controllers. These controllers are available in several different configurations, with 16, 32, 48, 64, or 128 digital input/output connectors. The PLCs support additional modules for control, measurement, and communication.

- The plant is using FX3U-16MR/ES, FX3U-32MR/ES, and FX3U-64MR/ES models. The only difference between these is the number of digital connectors; a larger unit can be substituted for a smaller one if necessary or if needs change.
- The FX3U-ENET module is used on each PLC to allow Ethernet connectivity to and from each PLC.
- Each PLC has one or more analog input (FX3U-4AD-ADP) and/or analog output (FX3U-4DA-ADP) modules.

The modules are interchangeable; an analog I/O component on a FX3U-16MR/ES is the same as one for the FX3U-32MR/ES. This flexibility reduces the number of spare parts the plant needs to keep on hand. Currently, the plant has one or more spares of every module.

The FX3U-series PLCs are programmed and configured by the GX Developer programming tool. This software represents an additional investment and will not function with non-Mitsubishi PLCs.

The Lookout software employed by the plant has limited support for proprietary (i.e., non-Modbus) communications protocols; the Mitsubishi MELSEC protocol used by the FX3U PLCs is supported

The biggest benefits to standardizing on one type of PLC in the plant are:

- Spare parts inventory – only one set needs to be maintained, as they are all interchangeable.
- Software programming – only one tool is needed, and the same language is used across all PLCs.
- Compatibility – these PLCs work with the Lookout software we currently employ.

A less important benefit is the “better the devil we know” argument; that is, we have experience with these units and understand their behaviors and pitfalls.

Robert M. Crandall  
Chief Operator

Res No. 10

December 9, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Sidewalk Improvement Special Assessment District No. 10,  
Summer and Fall 2015

---

City Engineer Justin L. Wood has prepared the attached report for City Council consideration that details the proposed areas to be included in the Sidewalk Improvement Program for the 2015 construction season, which spans two Fiscal Years.

As in previous years, the work performed will be incorporated in a Special Assessment Program that provides property owners with an opportunity to pay the costs associated with the improvements to the sidewalks over a ten-year period. Property owners have the option of having the City perform the work, hiring a contractor to do the work, or doing the work themselves.

As you will recall, under the Charter provisions related to Special Assessment programs, the City must send notices to all the property owners telling them that they will be included in this year's program and that there will be a public hearing to consider whether all or a portion of the cost for the proposed sidewalk improvements should be a charge or expense upon the abutting property owner. While the City Council cannot officially determine what the charge will be to the property owners until after a Public Hearing, Staff will prepare the notices to property owners based on a range of the current \$5.25 per sq. ft. rate to the proposed rate of \$6.50 per sq. ft., unless otherwise directed. The amount of \$5.25 per sq. ft. is the price charged to those who have participated in the program in recent years of the Sidewalk Improvement Special Assessment.

Once the City Council determines how it would like to move forward with District No. 10, then a Public Hearing needs to be scheduled. In support of this initiative, a resolution has been prepared which instructs Staff to send notices to all of the property owners and schedules the Public Hearing for Monday, February 2, 2015, at 7:30 p.m., in City Council Chambers.

# RESOLUTION

Page 1 of 1

Sidewalk Improvement Special  
Assessment Program, District No. 10

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

YEA	NAY

***Introduced by***

Total .....

WHEREAS the City Engineering Department has inspected sidewalks within the City of Watertown, and

WHEREAS it has been determined that the condition of sidewalks on certain streets are in need of repair and/or replacement, and

WHEREAS the City Council of the City of Watertown feels it is in the overall public interest to provide property owners within the City of Watertown with an opportunity to pay for said repair/replacement work through a Special Assessment Program,

NOW THEREFORE BE IT RESOLVED that a Public Hearing will be held on Monday, February 2, 2015, at 7:30 p.m. at which time property owners included in the Special Assessment Program will have an opportunity to make comments on whether all or a portion of the cost for proposed sidewalk improvements should be a charge or expense upon the abutting property owners, and

BE IT FURTHER RESOLVED that the City Engineering Department will send notices to all property owners notifying them of their inclusion in this year's program and that there will be a public hearing to consider whether all or a portion of the cost for proposed sidewalk improvements should be a charge or expense upon the abutting property owners, and

BE IT FURTHER RESOLVED that the properties included in the Sidewalk Special Assessment Program, District No. 10, are those detailed in the attached report.

**Seconded by**



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: December 7, 2014

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Proposed 2015 Sidewalk Program District #10

The Engineering Department has evaluated and recommends the following areas for the Summer-Fall 2015 Sidewalk Program (SWP) District #10. The properties constituting District #10 were previously proposed and approved by City Council for the 2014 SWP but the program was put on hold. Further information on District #10 is listed in the enclosed report and totals approx. 11,000 SF of sidewalk.

A public hearing will need to be scheduled for February 2, 2015 at which time the City Council will set the rate each property owner will be charged for defective sidewalks. The current rate is \$5.25/SF, however, at the October 14, 2014 City Council work session, a rate increase was proposed to bring the program back in line with the original cost distribution the SWP was conceived upon. Under this distribution, the City recovered approximately 75% of the costs of the program, from the special assessment charge to property owners. The cost recovered by the City has steadily fallen to about 50% due to increases in labor and material costs. If the rate is increased to \$6.50/SF, the cost distribution would return to an approximately 75% property owner, 25% City split.

As a basis for comparing the existing rate of \$5.25/SF versus the proposed rate of \$6.50/SF, I will use an average lot width of 50'-75'. Assuming all the sidewalks along the property were defective, which is actually quite uncommon, this would equate to 200-300 SF of sidewalk replacement.

@ \$5.25/SF 200-300 SF sdwk replaced Charge to Property Owner = \$1,050 - \$1,575  
@ \$6.50/SF 200-300 SF sdwk replaced Charge to Property Owner = \$1,300 - \$1,950  
Difference of Charge to Property Owner = \$250 - \$375

After the December 15, 2014 meeting, each property owner will be sent a copy of their inspection report and the estimate for repairs based on a range of the current \$5.25/SF rate to the proposed rate of \$6.50/SF. They will also receive paperwork explaining the Sidewalk Program, the Special Assessment District, and a contact number for any questions. Once the actual rate for District #10 is determined, official estimates will be sent based on the new rate.

Recent per square foot actual construction costs are listed below for comparison:

District 9 (2013):	\$8.09/SF	District 6 (2010):	\$9.11/SF
District 8 (2012):	\$9.01/SF	District 5 (2009):	\$8.10/SF
District 7 (2011):	\$8.41/SF		



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ENGINEERING DEPARTMENT

**City of Watertown  
Sidewalk Maintenance Program**

Proposed Work Areas:  
District #10 (2015)

December 5 , 2014

**Proposed By:  
Sean O'Connor, Sr. Engineering Tech.**



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Sidewalk Program District #9, which was completed in November 2013, included 100 & 200 Blocks of California Ave, 900 Block of Gotham St., 200 Block of Haley St., 200 Block of Harewood Ave., 700 Block of Kinckerbocker Dr., Ohio St, 200 block of Ward St. Further analysis of District 9 shows the cost analysis as illustrated below:

District 9 operating cost per SQFT	
Wages & Expenses	\$200,505
Sqft completed	24766
Cost per sqft	\$8.09/SqFt

**Comparison Pictures**

**PHOTO 1: Knickerbocker Dr.**

**Before**



**After**





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**PHOTO 2: Ward St.**  
Before



After



**PHOTO 3: Harewood Ave.**  
Before



After





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The purpose of this report is to provide information so that locations can be chosen for District #10 of the sidewalk program.

This area was suggested to be completed before the reconstruction of Flower Ave East from Washington St. through Franklin St. to have a very substantial area repaired/renewed within a year or so of completed construction. Gotham St. 600 and 700 blocks are also included in this district because there is less than 500 sq ft to replace within the two blocks of the street.

**Table A: Estimated Area Of Work Per Street**

**\*Main streets include corner properties with their sqft estimates\***

<b>Street</b>	<b>Est. SF Area</b>	<b>% Non- chargeable SQFT</b>	<b>Est. LF of Work</b>	<b>Approx. Total SF Area Of Work</b>
Cadwell St.	1072	20%	323	1290
Franklin St. 600&700 blocks	2196	15%	632	2526
Gotham St 600&700 blocks	416	35%	140	560
Hamlin St.	720	13%	204	816
Myrtle Ave.	1920	28%	615	2460
Nellis St.	2688	19%	800	3200
Total	9012	22%	2750	11000 (10852)



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Myrtle Ave. 700 block



Hamlin St



Nellis St.



Cadwell St.





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**Franklin St. 600&700 Blocks**





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The first District completed under the Sidewalk Maintenance Program included 46,068 sqft at a total cost of \$304,123 or \$6.60/sqft. The Sidewalk Maintenance Program rate established at the time and charged to the home owner was \$5.00/sqft. That rate equated to a 75% contribution from the homeowners, which was the intent of the program. The program's current rate of \$5.25/sqft, no longer meets the 75% / 25%, homeowner / city contribution respectively. Based on previous five district's average cost, the homeowner's contribution is only 56%.

District #	Fiscal Year	Total Sq Ft	Cost/Sqft	Total District Cost	Homeowner contribution	Net City Cost
5	2009/2010	5392	\$ 8.10	\$ 43,194	28308 (65%)	\$14,886.00
6	2009/2010	5507	\$ 9.11	\$ 50,220	28911 (58%)	\$21,309.00
7	2010/2011	18495	\$ 8.41	\$ 155,485	88782 (57%)	\$66,703.00
8	2011/2012	13300	\$ 9.01	\$ 147,661	69825 (47%)	\$77,836.00
9	2012/2013	24766	\$ 8.09	\$ 200,505	106223 (53%)	\$ 94,282.00

After viewing this, it is recommended that the cost to the homeowner be adjusted to \$6.50/sqft to reflect the original design to keep the program functioning to its fullest potential.

A three person DPW crew, along with 3 or 4 temporary seasonal workers will suffice for the summer with the work that is presented. Based on an 11,000 SQFT district, a 6-7 person crew should produce 900 - 1000 SQFT/week taking into account: bad weather, delays, equipment failures, traffic, employee turnover, and home owner last minute requests for full frontage work. This would take approximately 16 weeks to complete. The start date for District 10 is tentatively set for July 1<sup>st</sup> 2015. The outlined work will be completed by the onset of winter.



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**Proposed Residents in District #10:**  
**Please Reference Attached:**

301	BRAINARD	11-10-111.000	Moglia Mary Ellen
351	BRAINARD	11-10-101.000	Kehoe Sherri
401	BRAINARD	11-09-106.000	Shaughnessy Mary L/Edward
711	CADWELL	11-09-113.000	O'Hara Muzeyyen/Mark
712	CADWELL	11-09-218.000	Murphy Richard E/Clara
714	CADWELL	11-09-219.000	Lalonde Pamela
716	CADWELL	11-09-220.000	Lynough Elizabeth K
717	CADWELL	11-09-112.000	Varno S
718	CADWELL	11-09-221.000	Sandoval Ramiro
723	CADWELL	11-09-111.000	Marinez Robert J/Shawna
724	CADWELL	11-09-222.000	Widrick KB/Patricia D
726	CADWELL	11-09-223.000	Pearson Hilarie E/Martin
727	CADWELL	11-09-110.000	Mclaughlin Bryan M
730	CADWELL	11-09-224.000	Currier Gretchen L
733	CADWELL	11-09-109.000	Gray Michael W/Shelia
736	CADWELL	11-09-225.000	Currier Albert J
737	CADWELL	11-09-108.000	Davis William R Jr
740	CADWELL	11-09-226.000	Murdock Paula
741	CADWELL	11-09-107.000	Smith Quintin A/Epreliza
744	CADWELL	11-09-201.000	Mendez Paul M
178	FLOWER AVE E	11-12-143.000	Martusewicz Kim H
188	FLOWER AVE E	11-11-134.000	Hall Dustin D
210	FLOWER AVE E	11-10-128.000	John J/Melissa A Puccia
227	FLOWER AVE E	11-07-101.000	Cean David
264	FLOWER AVE E	11-10-142.000	Laney Thomas J / Heather
301	FLOWER AVE E	11-08-120.000	Meyers Stephen E
302	FLOWER AVE E	11-09-213.000	Barlow Joshua J /Carole
318	FLOWER AVE E	11-09-217.000	Douthit Luciana Braga / Lonny lynn
326	FLOWER AVE E	11-09-114.000	Campbell Eleanor M, Slate Eila M, Kidder Eileen M



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602	FRANKLIN	11-08-137.000	Sandoval Ramiro
607	FRANKLIN	12-04-105.000	Kirkland Wendell J
608	FRANKLIN	11-08-138.000	Matney Sophia M/Conner
610	FRANKLIN	11-08-139.000	Fry John A G
611	FRANKLIN	12-04-104.000	Sprouse Grace
614	FRANKLIN	11-08-140.000	LaLonde Heather M/Noel
617	FRANKLIN	12-04-103.000	Johnson Laura H/David
618	FRANKLIN	11-08-141.000	Chapman Valerie A/Kevin
623	FRANKLIN	12-04-102.000	Catlin William J/SA/WH
624	FRANKLIN	11-08-101.000	Lachine Properties LLC
627	FRANKLIN	12-04-101.000	Spooner Living Trust / Brien / Cynthia
702	FRANKLIN	11-09-118.000	Quencer Aaron P/ Sandy
703	FRANKLIN	12-07-321.000	Frazier Ricky E
707	FRANKLIN	12-07-320.000	McCormick Diane M/Jack
708	FRANKLIN	11-09-119.000	Kalk James A/Louise
713	FRANKLIN	12-07-320.000	McCormick Diane M/Jack
716	FRANKLIN	11-09-120.000	Ives Gertrude,Louis G,Gerald E,Johnny A
719	FRANKLIN	12-07-317.100	Duffy Adrian M
720	FRANKLIN	11-09-121.000	Romeo Vincent G/Karen
723	FRANKLIN	12-07-316.000	Carnahan Kimberly T/Charles
724	FRANKLIN	11-09-122.000	Bates Lynne / Charles
608	GOTHAM	11-06-135.000	Hall John H
614	GOTHAM	11-06-136.000	Brown Adam M
617	GOTHAM	11-07-111.000	Malloy Gabriella C/Robert
620	GOTHAM	11-06-137.000	Pollock Mitchell/Shannon
622	GOTHAM	11-06-138.000	Kehoe Myron C Jr
623	GOTHAM	11-07-110.000	Fursman Andrea K/Christopher
629	GOTHAM	11-07-109.000	Fleming Troy M
630	GOTHAM	11-06-139.000	Levier Ryan S
635	GOTHAM	11-07-108.000	Thoma Andrew R
636	GOTHAM	11-06-101.000	Macaluso Teresa R
637	GOTHAM	11-07-107.000	Burkard Robert B / Tammy
708	GOTHAM	11-11-102.000	Wisner Louise S/ Scott
712	GOTHAM	11-11-103.000	Jenkins Lori A
715	GOTHAM	11-10-125.000	Bolton Anita M
716	GOTHAM	11-11-104.000	Cornaire James
719	GOTHAM	11-10-124.000	Quencer Aaron P / Sandy
		11-11-	
720	GOTHAM	105.000	Irwin Mark D
724	GOTHAM	11-11-	Ignat Adriana



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		106.000	
		11-10-	
727	GOTHAM	123.000	Busler Melvin J Jr / Rose
		11-11-	
732	GOTHAM	108.000	Davis Anne
		11-11-	
734	GOTHAM	109.200	Northern Federal Credit Union
		11-10-	
735	GOTHAM	121.000	Perry Karen A
		11-11-	
740	GOTHAM	111.000	Hornbeck Bruce L
		11-10-	
741	GOTHAM	120.000	Plante William P
		11-11-	
744	GOTHAM	112.000	Voss Rodger H / Jennifer
		11-10-	
749	GOTHAM	119.000	Misercola Christopher G / Kristin
		11-11-	
752	GOTHAM	113.000	Coleman James V
		11-10-	
755	GOTHAM	118.000	Garland Timothy R / Katrina
		11-11-	
758	GOTHAM	114.000	Cloutier Marc A
		11-10-	
761	GOTHAM	116.000	Hoistion Eric L
		11-11-	
764	GOTHAM	115.000	Boulter Elizabeth H / Anne
		11-10-	
765	GOTHAM	115.000	LeFrancois Adriene / Judy
		11-10-	
769	GOTHAM	114.000	Hough Joseph M / Lourdes
		11-15-	
770	GOTHAM	101.000	Netto Aaron A
		11-10-	
773	GOTHAM	112.000	Burkard Tammy / Robert
		11-08-	
13	HAMLIN	122.000	Gianfagna Joseph C / Rachael
		11-07-	
614	HAMLIN	125.000	Parsell John C & Joyce S / Bennett Susan
		11-08-	
617	HAMLIN	121.000	Grosse Timothy
		11-07-	
618	HAMLIN	126.000	Woiwode Joseph / Jennifer
		11-07-	
624	HAMLIN	127.000	Woiwode Joseph / Jennifer
		11-11-	
709	MYRTLE	133.000	Nilhad Group LLC
		11-11-	
713	MYRTLE	132.000	McCarty Michael M Jr



CITY OF WATERTOWN  
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714	MYRTLE	11-12- 143.001	Jackson Dennis/Kimberly
717	MYRTLE	11-11- 131.000	Kocsi Geraldine L / Ronald
720	MYRTLE	11-12- 144.000	Deline Catherine D / Michael
721	MYRTLE	11-11- 130.000	Hutchinson Franklin D
724	MYRTLE	11-12- 145.000	Ehrig Becky S / Thomas Shane
725	MYRTLE	11-11- 129.000	Deline Michael N
731	MYRTLE	11-11- 128.000	Bartlett Jeanne / Schroeder Doris
735	MYRTLE	11-11- 127.000	Nortz Dennis / Patricia
741	MYRTLE	11-11- 125.000	Bolton Nola C
706	NELLIS	11-10- 143.000	Lafferty James L
710	NELLIS	11-10- 144.000	McKinney Nicholas D / Vanessa
713	NELLIS	11-09- 212.000	Burns Gary W / Burns K
714	NELLIS	11-10- 145.000	Petrie Christopher J / Alison
717	NELLIS	11-09- 211.000	Bolton Orrin P / Beth
718	NELLIS	11-10- 146.000	Eades Jean C
721	NELLIS	11-09- 210.000	Brunson Roscoe D
722	NELLIS	11-10- 147.000	Gorgeny Thomas P / Jennifer
724	NELLIS	11-10- 148.000	Fulton Karl A / Thomas
725	NELLIS	11-09- 209.000	Thomas Oswald M
729	NELLIS	11-09- 208.000	Harberson Margaret L
731	NELLIS	11-09- 207.000	Augustus Craig S/Janet M
739	NELLIS	11-09- 206.000	King Brian A
183	PARK AVE	11-12- 101.000	Lamson James P / Molly
339	WILLIAMS	12-04- 106.000	Spooner Living Trust / Brien / Cynthia
170	WINSLOW	11-06- 106.000	Lee Stephen H / Sally



CITY OF WATERTOWN  
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		134.000	
		11-07-	
204	WINSLOW	112.000	Marilley John D/Shirley A
		11-07-	
252	WINSLOW	124.000	Siver John R
		11-08-	
300	WINSLOW	123.000	Gianfagna Joseph C / Rachael

Res No. 11

December 9, 2014

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Approving Intergovernmental Agreement Relative to Dog Control Services With County of Jefferson

---

The City of Watertown has successfully worked with Jefferson County to provide Dog Control Services as required by New York State Law since 1999. The previous contract with the County expired in 2009 and has been continually worked on since my arrival as City Manager.

We have now reached agreement with County Administrator Robert Hagemann on a succession contract for a five-year term expiring on December 31, 2019. This has been reviewed by City Attorney Slye.

Attached for City Council consideration is a resolution approving an Intergovernmental Agreement Relative to Dog Control Services.

# RESOLUTION

Page 1 of 1

Approving Intergovernmental Agreement  
Relative to Dog Control Services With  
County of Jefferson

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 New York State Law requires the City of Watertown to provide the services of a Dog Control Officer and maintain a shelter for dogs, and

WHEREAS the City has the ability to contract with another municipal corporation to provide the services required by law, and

WHEREAS the County of Jefferson has provided Dog Control Service to the towns within the County for a number of years, and

WHEREAS the City of Watertown and the County of Jefferson have successfully consolidated their functions and facilities used for Dog Control since 1999,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Intergovernmental Agreement Relative to Dog Control Services, a copy of which is attached and made part of this resolution, and

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**

## INTERGOVERNMENTAL AGREEMENT RELATIVE TO DOG CONTROL SERVICES

This sets forth an Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of Jefferson (the "County"), with municipal offices located at 195 Arsenal Street, Watertown, New York 13601, and the City of Watertown (the "City"), with municipal offices located at 245 Washington Street, Watertown, New York 13601.

### Recitals

Article 7 of the New York Agriculture and Markets Law requires the City to provide the services of a dog control officer and to maintain a shelter for dogs.

Under Section 115 of the New York Agriculture and Markets Law, the City may contract with another municipal corporation to provide the services required to be provided by the City.

The County has the authority, facilities and personnel to provide the required dog control services under contract with the City; to that end, it has successfully done so for sixteen years, thus provided operational efficiencies and better overall service to all taxpayers within Jefferson County.

Both the City and County wish to extend the intermunicipal agreement for dog control services because it is in the parties best interest to do so.

### Agreement

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term:

This Inter-Municipal Agreement shall be for a term of five (5) years, beginning on January 1, 2015 and ending on December 31, 2019.

2. Obligations of the County:

- a. The County shall provide the City with the dog control officer services required by Article 7 of the New York Agriculture and Markets Law and will enforce certain provisions of Chapter 81 of the Watertown City Code, Article I (Sections 81-1, 81-5.1, 81-6, 81-9 and 81-13), Article IA and Article IV, as may be amended, and hereby attached for reference.
- b. The County shall provide and maintain a shelter for seized dogs; will properly care for all dogs in such shelter; will make available for adoption seized dogs not redeemed as provided for in the City Code and when required will make necessary arrangements to humanely euthanize. The shelter shall at all times during the term of this Agreement be under the care and charge of the County and shall be open to the public at reasonable hours.

- c. The County shall adhere to all provisions of Article 7 regarding the seizure, holding, care, redemption and disposition of seized dogs, and will keep all records required by New York Agriculture and Markets Law.
- d. The County shall collect and retain all impoundment fees.
- e. Enumeration services will be provided annually, with approximately one half of the city being done each year. The Dog Control Office shall notify the City Clerk in advance of the provision of these services.
- f. The County shall maintain complete financial records concerning the operation of the dog shelter and its dog control services. The County shall submit an annual program report to the City on or about January 31<sup>st</sup> of the following year.
- g. The City hereby authorizes the County Dog Control Officer to prosecute actions arising under Section 118 (1) of the Agriculture and Markets Law as violations under the Penal Law. The County will prepare all paperwork necessary for the prosecution of violations of the City Code, and the County's dog control officers will cooperate with the City Attorney for those prosecutions.
- h. The County shall report to the City every 30 days, in a clear and legible manner, the name, address and contact number of City residents responsible for adopting a dog from the County shelter.
- i. The County shall be responsible for removing all dog carcasses from public property within the City.
- j. The County shall investigate the status of an unlicensed dog, as documented in the City's monthly report, and will provide to the City a monthly report which includes the status of the dog, the attempt(s) to contact the owner, and the issue of an appearance ticket, if required.

3. Obligations of the City:

- a. Prior to the adoption of any amendments to Chapter 81 of the Watertown Municipal Code, the City will notify the County. A copy of Chapter 81 of the Watertown Municipal Code is attached for reference.
- b. The City shall remit to the County for 2014, \$91,500 for services provided during the City's Fiscal Year 2014-15; The City shall remit to the County for services provided during Fiscal Year 2015-16, \$93,788. In subsequent years, the amount the City pays will be adjusted by the lesser of the C.P.I. or the overall percentage increase in deficit funding.

- c. In addition to the money described in sub-paragraph b, the City shall remit to the County, on a monthly basis, a portion of all license fees collected by it in the preceding month equal to \$2.50 per dog.
- d. The City shall be responsible for the removal and disposition of animal carcasses on City-owned property.
- e. The City shall remit to the County on a monthly basis, a report of owners whose dog's license has expired.

4. Severability:

If any portion of this Agreement is determined to be invalid by a Court of Law, such invalidity shall not render invalid any remaining portions of this Agreement.

5. Obligation Limited to Funds Available:

The County shall provide the services herein agreed upon within the confines of the funds available therefor and no funds shall be raised by taxation by the County to finance said dog control program.

6. Amendment and/or Modification:

The parties hereto agree that this agreement may be revised, amended and/or modified only in writing, signed by all parties and attached hereto.

7. Termination:

This agreement may be terminated by either party at the end of any calendar year by the giving of notice in writing at least six months prior to the end of said calendar year, said six month period to commence on the day of mailing of said notice.

8. No Waiver:

In the event that the terms and conditions of this agreement are not strictly enforced by the County, such non-enforcement shall not act or be deemed to act as a waiver or modification of this agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this agreement thereafter.

9. Compliance With All Laws:

The County agrees that during the performance of the work required pursuant to this agreement, the County and all employees working under its direction and within the scope of employment shall comply with all applicable federal, state, and local laws, ordinances, rules, and/or regulations controlling or limiting in any way the performance of the work required by this

agreement. Any and all provisions required by law to be incorporated into this agreement shall be deemed to be inserted herein, and this agreement shall be read and enforced in conformance with such provision(s).

10. Right of County to Subcontract Services:

The County retains the right to subcontract for veterinarian, euthanising and cremation services or any other services not enumerated and/or otherwise required under this Agreement.

11. Choice of Law:

This agreement shall be governed by and under the laws of the State of New York. In the event of a dispute between the parties under this agreement, venue for resolution of such dispute shall be the County of Jefferson, New York.

12. Notices:

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may be designated hereafter in writing by either party:

Notice to the County:

County Administrator's Office  
195 Arsenal Street  
Watertown, NY 13601

Notice to the City:

City Manager's Office  
245 Washington Street  
Watertown, NY 13601

13. Extent of Agreement:

This agreement constitutes the entire integrated agreement between and among the parties hereto.

All of the above was established by the following signatures authorized by the respective parties.

Dated: \_\_\_\_\_

The City of Watertown

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

Dated: \_\_\_\_\_

The County of Jefferson

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

December 11, 2014

To: The Honorable Mayor and City Council  
 From: James E. Mills, City Comptroller  
 Subject: Proposed County Tax Rate for 2015

By resolution adopted November 12, 2014, the Jefferson County Board of Legislators apportioned the share of the 2015 County tax to be levied on the real property within the City. The City's share of the 2015 County tax is \$7,936,187. A comparison of the amount required for County tax purposes for the years 2011 through 2015 is shown below:

	<u>City Share of County Tax Levy</u>	<u>Increase / Decrease</u>	<u>Percentage Change</u>	<u>Tax Rate Per \$1,000</u>	<u>Increase/ Decrease</u>	<u>Percentage Change</u>
2015	\$ 7,936,187	\$ 214,405	2.78%	\$7.629495	\$ 0.17	2.25%
2014	\$ 7,721,782	\$ 309,658	4.18%	\$7.461923	\$ 0.25	3.41%
2013	\$ 7,412,123	\$ 603,170	8.86%	\$7.215725	\$ 0.51	7.66%
2012	\$ 6,808,953	\$ 66,614	0.99%	\$6.702289	\$(0.00)	-0.04%
2011	\$ 6,742,339	\$ (302,320)	-4.43%	\$6.704962	\$(0.34)	-4.86%
2010	\$ 7,044,659	\$ 220,507	3.23%	\$7.047448	\$ 0.32	4.70%

The 2015 County tax rate calculates to \$7.629495 per \$1,000 of assessed valuation which represents a 2.25% increase compared to the 2013 County tax rate of \$7.461923. The 2014 County taxable assessed values total \$1,037,184,354 compared to \$1,032,382,466 from the 2013 assessment roll. A resolution has been prepared for City Council consideration to approve the 2015 County tax rate.

Pursuant to New York State Environmental Conservation Law Section 15-2123 subdivision 6, the County has also directed the City to levy and collect the unpaid Hudson River Black River Regulating District Annual Assessment for the period ending June 30, 2015 for parcel 01-14-121.00 (591 Rear West Main Street) owned by Watertown River Properties in the amount of \$3,771.34. This amount will now become part of the parcel's 2015 County tax bill similar to a re-levied water bill on a City tax bill.

**RESOLUTION**

Page 1 of 1

Establishing 2015 County Tax Rate

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

YEA	NAY

***Introduced by***

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WHEREAS the Board of Legislators of the County of Jefferson, by resolution dated November 12, 2014, and in accordance with New York State Real Property Tax Law Article 9 Section 904 has certified to the City that the contribution of the City of Watertown to the taxes of the County of Jefferson for the Fiscal Year beginning January 1, 2015 is \$7,936,186.61, and

WHEREAS the Board of Legislators of the County of Jefferson, by resolution approved December 10, 2014, and in accordance with New York State Environmental Conservation Law Section 15-2123 subdivision 6, has directed the City to levy and collect the unpaid Hudson River Black River Regulating District Annual Assessment for the period ending June 30, 2015 for parcel 01-14-121.00 owned by Watertown River Properties in the amount of \$3,771.34,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby does levy the said unpaid Hudson River Black River Regulating District Annual Assessment for the period ending June 30, 2015 for parcel 01-14-121.00 owned by Watertown River Properties in the amount of \$3,771.34, so ascertained and directed and to be certified to the City and to be extended on the Assessment Rolls by the City Assessor, as provided by Section 115 of the City Charter, and

BE IT FURTHER RESOLVED that this Council shall and hereby does levy the said aggregate amount of taxes of \$7,936,186.61 and unpaid Hudson River Black River Regulating District Annual Assessment for the period ending June 30, 2015 for parcel 01-14-121.00 owned by Watertown River Properties in the amount of \$3,771.34, so ascertained and directed and to be certified to the City and to be extended on the Assessment Rolls by the City Assessor, as provided by Section 115 of the City Charter, and

BE IT FURTHER RESOLVED that the City does hereby levy a total fee of \$7,939,957.95 to be collected at a rate of \$7.629495 per \$1,000 of assessed valuation, of which County tax levy is \$7,913,191.87 and includes \$22,994.74 in omitted taxes.

***Seconded by***

**JEFFERSON COUNTY BOARD OF LEGISLATORS**

Resolution No. 248

Certification of Taxes to the City of Watertown

By Legislator: John D. Peck

Resolved, That the Clerk of the Board be and is hereby authorized and directed to certify to the Clerk and the Assessor of the City of Watertown, the apportioned share of the 2015 County Tax to be levied on real property within the City as follows:

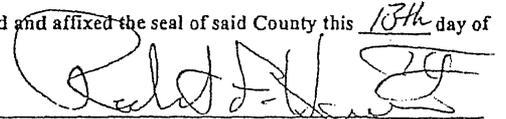
County Tax ..... \$7,936,186.61

Seconded by Legislator: Michael A. Montigelli

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. 248 of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 12th day of November, 2014 and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 13th day of November, 2014.

  
Clerk of the Board of Legislators

**JEFFERSON COUNTY BOARD OF LEGISLATORS**  
**Resolution No. 251**

Levying Hudson River-Black River Regulating District Assessments

By Legislator: John D. Peck

Whereas, The Board of the Hudson River-Black River Regulating District, pursuant to provisions of the Environmental Conservation Law, has filed a certified statement with the Clerk of the County of Jefferson showing the name of each public corporation or a brief description of each parcel of real estate and the name of the owner, or owners, so far as can be ascertained, and the proportionate amount of the cost of storage reservoirs and the expense of maintenance and operation of such reservoirs to be borne by each parcel of real estate during the year ending June 30, 2015, and

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

Now, Therefore, Be It Resolved, That, in accordance with the certified statement of annual assessment received from the Regulating District dated October 31, 2014, the sum set after the description of each parcel of real estate in the following list is hereby levied and assessed against said parcel of real estate to wit:

Parcel No. 3	Town of Hounsfield	
Tax Map Parcel #	Brownville Real Estate, LLC	\$6,501.00
73.18-1-2.2	1% Fee	65.01
	Total	\$6,566.01
Parcel No. 6A	Town of Pamela	
Tax Map Parcel #	Niagara Mohawk- National Grid	\$14,349.00
73.76-1-16.1	1% Fee	143.49
	Total	\$14,492.49
Parcel No. 26	Town of Rutland	
Tax Map Parcel #	Niagara Mohawk - National Grid	\$17,294.00
75.12-2-1 & -4	1% Fee	172.94
	Total	\$17,466.94

Parcel No. 26	Town of Champion	
Tax Map Parcel #	Niagara Mohawk - National Grid	\$11,530.00
76.06-2-1.1	1% Fee	115.30
	Total	\$11,645.30

Parcel No. 28&33	Town of Wilna	
Tax Map Parcel #	Northbrook Carthage, LLC	\$20,544.00
86.32-1-78.1-601	1% Fee	205.44
	Total	\$20,749.44

Parcel No. 7A	City of Watertown	
Tax Map Parcel #	Watertown River Properties	\$ 3,734.00
1-14-121	1% Fee	37.34
	Total	\$ 3,771.34

and be it further

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

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

Seconded by Legislator: Jennie M. Adsit

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

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

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
 Clerk of the Board of Legislators

December 9, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Professional Services Agreement for City Court Expansion Project, MRB Group

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On December 19, 2013, Governor Andrew M. Cuomo signed legislation increasing the number of Watertown full-time City Court Judges to two, effective April 1, 2014. The City of Watertown has proceeded with plans to expand the City Court to include a Civil Courtroom and support spaces. As detailed in the attached report of City Engineer Justin L. Wood, a Professional Services Agreement has been drafted with MRB Group to provide architectural and engineering services to design the project.

The FY 14-15 Capital budget allocated \$948,000 for this project. After discussions with City Staff and the consultant, we have set the project at \$1.6 million as an appropriate starting point. The consultant fee is a percentage of the cost of the work and is expected to be \$114,880, but will change as the project budget changes. The scope of work will be evaluated by the NYS Unified Court System and the ultimate solution to be designed is yet to be finalized. As Mr. Wood states, the anticipated schedule, subject to shift based on City and NYS Unified Court System review and approval periods, proposes a bid advertisement in July 2015.

Attached for City Council consideration is a resolution approving a Professional Services Agreement with MRB Group for architectural and engineering design services. Approval of this Resolution is contingent upon approval of the Bond Ordinance also in tonight's Council Agenda to cover the cost of this project.

# RESOLUTION

Page 1 of 1

Approving Professional Services Agreement  
for City Court Expansion Project,  
MRB Group

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 New York State Governor Andrew M. Cuomo has signed legislation increasing the number of Watertown full-time City Court Judges to two effective April 1, 2014, and

WHEREAS the City is required to provide a Civil Courtroom in addition to the current City Court at the City's expense, and

WHEREAS a Professional Services Agreement for the architectural and engineering design services has been developed,

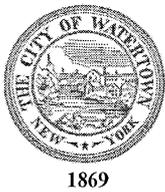
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement with MRB Group, a copy of which is attached and made part of this resolution, for the architectural and engineering design services for the Civil Courtroom and support spaces at City Hall, and

BE IT FURTHER RESOLVED that the consultant fee of approximately \$114,880 is a percentage of the cost of work of the project which is not yet finalized but estimated to be \$1.6 million, and

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

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

**Seconded by**



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: December 7, 2014

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Watertown City Court Expansion Project – Professional Services Agreement

Enclosed is a copy of the professional services agreement with *MRB Group* for City Council review and approval. The agreement was created for the purposes of performing architectural and engineering services to design the Watertown City Court Expansion project, according to the fee schedule in Exhibit B. Since the scope of work to be evaluated and the NYS Unified Court System requirements are open-ended, and the ultimate solution to be designed is yet to be determined, the fee schedule is based upon a sliding scale fee relative to the cost of work.

The cost of work is defined as the City's project budget, which for the purposes of this agreement is set at \$1.6 Million. Based on discussions with City staff and the consultant, we feel this is an appropriate starting point for the project. The consultant fee is a percentage of the cost of work, which per the sliding scale fee schedule, equates to a \$114,880 fee for a \$1.6M project. The final cost of work, and therefore amount payable under this agreement, is set by the project budget, which can be increased or decreased by City Council via an amendment to this agreement, as the project progresses. If the project budget is changed, the consultant fee will change accordingly. The anticipated schedule, subject to shift based on City and NYS UCS review and approval periods, proposes a bid advertisement in July 2015.

The FY 14-15 Capital budget allocated \$948,000 for this project.

The agreement language has been reviewed by the City attorney.

Please prepare a resolution for Council consideration.

cc: Amy Pastuf, Purchasing Manager  
Jim Mills, City Comptroller  
File



# Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the       day of December    in the year 2014  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Watertown Department of Engineering  
City Hall  
245 Washington Street, Suite 305  
Watertown, New York 13601

and the Architect:  
(Name, legal status, address and other information)

MRB Group Engineering Architecture Surveying, P.C.  
145 Culver Road, Suite 160  
Rochester, New York 14610

for the following Project:  
(Name, location and detailed description)

Watertown City Court Expansion Project  
245 Washington Street, City Hall  
Watertown, New York 13601

The Owner and Architect agree as follows.  
Scope of Work as defined in the following:

See Exhibit "A" – Watertown City Court Expansion Request for Proposal (dated September 12, 2014);

See Exhibit "B" – Proposal for Professional Services, Project Phases/Scope of Work and Basic Services Fee Schedule (dated December 4, 2014);

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article I and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

September 1, 2015 (anticipated)

.2 Substantial Completion date:

March 1, 2016 (anticipated)

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

#### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$2,000,000 Aggregate/\$1,000,000 per person

Note: Architect shall provide a Certificate of Insurance reflecting the Owner is named as an additional insured. A Certificate will be supplied prior to commencement of the work.

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$500,000 each employee

.4 Professional Liability

\$2,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall develop the program and other information with the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and

describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities and Courts having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- 4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

§ 3.6 CONSTRUCTION PHASE SERVICES (NOT INCLUDED, AVAILABLE UPON REQUEST FOR A MUTUALLY AGREED FEE)

Init.

(Paragraphs deleted)

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		
§ 4.1.6 Building Information Modeling (E202™–2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™–2007)		
§ 4.1.10 Value Analysis (B204™–2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™–2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™–2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner’s consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™–2007)		
§ 4.1.22 Commissioning (B211™–2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™–2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™–2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;  
or
- .11

*(Paragraphs deleted)*

§ 4.3.4 If the services covered by this Agreement have not been completed within ten ( 10) months (**September 1, 2015**) of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the

Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation to be conducted by a mutually agreed upon mediator. . A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

*(Paragraphs deleted)*

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 , Beyond that identified in the RFP (dated September 12, 2014) and the Hazardous Materials Report made available by the City, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See attached Exhibit "B" – Basic Services Fee Schedule. The initial established project budget is \$1,600,000.00.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Negotiated Fee

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Hourly or mutually agreed Lump Sum Fee

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as otherwise stated below:

Hourly or mutually agreed Lump Sum Fee

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (	25	%)
Design Development Phase	percent (	30	%)
Construction Documents Phase	percent (	40	%)
Bidding or Negotiation Phase	percent (	5	5%)
<hr/>			
Total Basic Compensation	one hundred percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment Exhibit "C"

<b>Employee or Category</b>	<b>Rate</b>
-----------------------------	-------------

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;

- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

*(Paragraphs deleted)*

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % one and a half

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

Init.

**.2 Other documents:**

*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Exhibit "A" – Watertown City Court Expansion Request for Proposal (dated September 12, 2014)

Exhibit "B" – Proposal for Professional Services, Project Phases/Scope of Work, Basic Services Fee Schedule (dated December 4, 2014)

Exhibit "C" – MRB Group's Standard Hourly Rate Schedule

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
*(Signature)*

  
\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

Scott E. Bova, AIA

\_\_\_\_\_  
*(Printed name and title)*

Init.

# **Additions and Deletions Report for** **AIA® Document B101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:54:11 on 12/05/2014.

## **PAGE 1**

**AGREEMENT** made as of the      day of December in the year 2014

...

City of Watertown Department of Engineering  
City Hall  
245 Washington Street, Suite 305  
Watertown, New York 13601

...

MRB Group Engineering Architecture Surveying, P.C.  
145 Culver Road, Suite 160  
Rochester, New York 14610

...

Watertown City Court Expansion Project  
245 Washington Street, City Hall  
Watertown, New York 13601

The Owner and Architect agree as follows.  
Scope of Work as defined in the following:

See Exhibit "A" – Watertown City Court Expansion Request for Proposal (dated September 12, 2014);

See Exhibit "B" – Proposal for Professional Services, Project Phases/Scope of Work and Basic Services Fee Schedule (dated December 4, 2014);

## **PAGE 2**

September 1, 2015 (anticipated)

...

March 1, 2016 (anticipated)

## **PAGE 3**

\$2,000,000 Aggregate/\$1,000,000 per person

Note: Architect shall provide a Certificate of Insurance reflecting the Owner is named as an additional insured. A Certificate will be supplied prior to commencement of the work.

\$1,000,000

...

\$500,000 each employee

...

\$2,000,000

**PAGE 4**

§ 3.2.1 The Architect shall ~~review~~ develop the program and other information ~~furnished by~~ with the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**PAGE 5**

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities and Courts having jurisdiction over the Project.

...

- ~~.1 — procuring the reproduction of Bidding Documents for distribution to prospective bidders;~~
- ~~.2 — distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
- ~~.3 — organizing and conducting a pre-bid conference for prospective bidders;~~

...

- ~~.5 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

**PAGE 6**

~~§ 3.5.3 NEGOTIATED PROPOSALS~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~.1 — procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 — organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

**§ 3.6 CONSTRUCTION PHASE SERVICES (NOT INCLUDED, AVAILABLE UPON REQUEST FOR A MUTUALLY AGREED FEE)**

**§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201 2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques,

sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

~~§ 3.6.6.2~~ The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

~~§ 3.6.6.3~~ When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

~~§ 3.6.6.4~~ The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

~~§ 3.6.6.5~~ Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

PAGE 8

~~.5~~ — Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

...

~~.7~~ — Preparation for, and attendance at, a public presentation, meeting or hearing;

...

~~.9~~ — Evaluation of the qualifications of bidders or persons providing proposals;

...

~~.11~~ Assistance to the Initial Decision Maker, if other than the Architect.

...

~~§ 4.3.2~~ To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

~~.1~~ — Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

~~.2~~ — Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

~~.3~~ — Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

~~.4~~ — Evaluating an extensive number of Claims as the Initial Decision Maker;

~~.5~~ — Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

~~.6~~ — To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

~~§ 4.3.3~~ The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- ~~.1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~
- ~~.2 ( ) visits to the site by the Architect over the duration of the Project during construction~~
- ~~.3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~.4 ( ) inspections for any portion of the Work to determine final completion~~

~~§ 4.3.4~~ If the services covered by this Agreement have not been completed within ~~( )~~ months ten ( 10 ) months (September 1, 2015) of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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~~§ 8.1.1~~ The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement ~~in accordance with the requirements of the method of binding dispute resolution selected in this Agreement~~ within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

~~§ 8.2.1~~ Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation ~~or by binding dispute resolution.~~

~~§ 8.2.2~~ The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement to be conducted by a mutually agreed upon mediator.~~ A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. ~~The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

PAGE 12

[ X ] Litigation in a court of competent jurisdiction

...

### ~~§ 8.3~~ ARBITRATION

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based

on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 CONSOLIDATION OR JOINDER**

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 10.6 Unless otherwise required in this Agreement, Beyond that identified in the RFP (dated September 12, 2014) and the Hazardous Materials Report made available by the City, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

PAGE 14

See attached Exhibit "B" – Basic Services Fee Schedule. The initial established project budget is \$1,600,000.00.

...

Negotiated Fee

...

Hourly or mutually agreed Lump Sum Fee

...

Hourly or mutually agreed Lump Sum Fee

...

Schematic Design Phase	percent (	<u>25</u>	)	%)
Design Development Phase	percent (	<u>30</u>	)	%)

Construction Documents Phase	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	percent (	<u>5</u>	%) <del>5%</del>
<del>Construction Phase</del>	<del>percent (</del>		<del>%)</del>

...

See Attachment Exhibit "C"

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (~~zero percent (0%) of the expenses incurred.

...

~~§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

§ 11.10.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % one and a half

...

~~.2 — AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

PAGE 16

~~.3 —~~ .2 Other documents:

...

Exhibit "A" – Watertown City Court Expansion Request for Proposal (dated September 12, 2014)  
Exhibit "B" – Proposal for Professional Services, Project Phases/Scope of Work, Basic Services Fee Schedule (dated December 4, 2014)  
Exhibit "C" – MRB Group's Standard Hourly Rate Schedule

...

Scott E. Bova, AIA

Exhibit "A"



1869

**CITY OF WATERTOWN, NEW YORK**

DEPARTMENT OF ENGINEERING

Suite 305, City Hall  
245 Washington Street  
Watertown, New York 13601

Tel. (315) 785-7740  
Fax (315) 785-7829

RECEIVED

SEP 17 2014

MRB GROUP

September 12, 2014

MRB Group  
ATTN: Ryan T. Colvin, P.E.  
The Culver Road Armory  
145 Culver Road, Suite 160  
Rochester, New York 14620

Re: Watertown City Court Expansion Request for Proposals

Dear Mr. Colvin,

The City of Watertown Engineering Department is requesting proposals for design of the Watertown City Court located at City Hall. A scope of work for the project is enclosed. The proposal should include the following:

1. Information on each key staff member: Proposed role, relevant experience, certifications and licenses.
  2. Availability of key staff with a listing of current assignments that require 20% or more of their time.
  3. A listing of proposed sub-consultants with the information outlined in #1 and #2 above.
  4. Firm's experience with similar work completed in the last five years, with references.
  5. Overall understanding of the project and confirmation of the ability to meet the proposed timeline listed in the scope of work.
  6. A separate fee proposal should be provided in a separate sealed envelope.
- Fee proposals will only be opened for short listed firms. The fee proposal will be used as the starting point for negotiations of a final scope and fee for the selected firm.

Firms are to contact Brian Drake P.E. at (315) 785-7740, to schedule a walkthrough of the facility.

Proposals are due on 10 October 2014 at 4:00 PM at the City of Watertown Engineering Office, Suite 305.

Please contact me or Brian Drake at (315) 785-7740 with questions or for additional information.

Sincerely,

Justin Wood P.E.  
Interim City Engineer

3 Encl.

Cc: File

SCOPE OF WORK  
WATERTOWN CITY COURT EXPANSION  
9-12-2014

I. Project Description:

The Watertown City Court is located inside City Hall at 245 Washington Street. Within the last 12 months the City has obtained a second full-time judge position to handle the caseload and the court system is mandating that the City provide a second courtroom to accommodate the new position. The City of Watertown is seeking to rehabilitate existing space within City Hall to provide a second courtroom and support space. A preliminary layout has been negotiated with the Office of Court Administration to serve as the basis of design for the consultant.

II. Project Scope:

There are four areas that require expansion or rehabilitation to accommodate the requirement for a second courtroom. A brief description of each issue follows below. All areas are shown on the enclosed layout drawings that were presented to the Office of Court Administration.

1. Civil Courtroom: The Office of Court Administration has agreed to the concept of the City of Watertown providing a second courtroom that would be designated as a Civil Court. The existing courtroom would be used as the Criminal Court. The proposed Civil Courtroom would occupy existing court office space.

2. Expanded Office Space: Office space will be expanded in the current area utilized for storage by the court located on the north side of City Hall. This space will be designated for both judges and a break room. The office areas vacated by the judges will be re-purposed for the office space lost to the Civil Courtroom. Also included are an attorney client room and a revised public walk-up window.

3. Secure Public Entrance: Currently, only the existing courtroom is secured. As part of this project, the security screening will be expanded to the entire City Hall. A new screening area is proposed for the Washington Street entrance. Not shown in the layout is an expansion of the enclosed queuing area, under the overhang/plaza, for the public going through the security screening. The entrance will also be reconfigured to be ADA compliant. An alternate option to locate the new security screening and expanded queuing area at the Sterling Street entrance must also be evaluated.

4. Secure Prisoner Entrance: A separate secure entrance for prisoner transfer is shown at the northeast corner of the building. Prisoners will be brought into the basement area, walked to an outside door onto the enclosed ramp and enter City Hall through a separate door into a prisoner holding area. A rendering of the proposed ramp is enclosed.

### III. Additional Design Tasks, Requirements and Information:

1. Designs shall incorporate all required alterations and upgrades to the lighting, communications, electric, and HVAC systems.
2. Due to the size of the project, it is assumed that separate construction contracts will be awarded according to the Wicks Law.
3. The consultant or a sub-consultant will have demonstrated experience with the design of previous courtroom facilities within the State of New York.
4. It is assumed that the 95% plans will be submitted to the Office of Court Administration for review and comments will be added into the final plan set. A 14 day review period with a 14 day response period is also assumed.
5. While the preliminary layout has been vetted and approved by the Office of Court Administration, it is understood that final dimensions, locations and arrangements may be altered slightly during the design process. Major deviations may require submittal and concurrence by the Office of Court Administration.
6. Records for asbestos screening and testing as well as City Hall plans are available for review upon request.
7. Firms desiring to submit a proposal are required to perform a site visit. The visit will be coordinated through the Engineering Department.

### IV. Proposed timeline:

1. Proposals due to Engineering Department: 10 Oct 2014.
2. Professional services agreement approved by Council: 3 Nov 2014.
3. Project kickoff meeting: 17 Nov 2014.
4. Draft Design and Opinion of Probable Cost (OPC) submitted (40%): 26 Jan 2015
5. Draft Final Design and OPC submitted (95%): 2 Mar 2015.
6. Final Design and OPC submitted: 3 Apr 2015.
7. Advertise for Bids: 24 Apr 2015.

### V. Construction Management:

The City may opt to have a second supplemental agreement prepared to perform the construction management portion of the project. The City reserves the right to enter into a separate agreement for construction management or construction inspection services or to perform the work in-house. The City makes no assurance that the design firm will be selected for project management services.



State of New York  
Unified Court System  
Office of Court Administration

**MEMORANDUM**

**To:** Project Consultant  
**From:** OCA Facilities Planning  
**Re:** Court Facility Construction  
Design Guidelines  
**Date:** August 14, 2013

---

This memo provides design guidelines for use by consultants retained by counties, municipalities and other government entities for the purpose of court facility design and construction in New York State. Included are new facilities, additions, renovations, preservation, adaptive re-use, and ADA and other upgrades. It is intended to supplement the NY State publication:

**Administrative Rules of the Unified Court System & Uniform Rules of the Trial Courts  
Rules of the Chief Judge**

**Part 34. Guidelines for New York State Court Facilities**

The above document is available online at: <http://www.nycourts.gov/rules/chiefjudge/34.shtml>

Subjects of this memo are as follows:

- Courtroom
- Assistive listening devices
- Jury deliberation room
- Chambers suite
- Other rooms
- Security features
- Electronic wiring
- Electronic timekeeping
- Holding areas
- Process of review
- Design Submissions & OCA contacts

Questions and comments concerning these guidelines should be addressed to the contact(s) at the end of the memo (see Design Submissions).

## COURTROOM

All courtrooms shall be fully ADA accessible. The preferred access to such elevated areas as Judge/Witness/Clerk /Jury Box and Court Reporter's station shall be by ramp.

- Partitions:** Provide a minimum STC rating of 52. Typically two layers of staggered 5/8" Gypsum Board on both sides of metal studs, with soundproofing insulation .
- Doors:** Insulated hollow metal with a sound proof gasket or astragal. All vestibule doors require glass vision panels (min. 6"x 12"). If panic bars are provided, a lock-open option is required to assure that the sound of the opening and closing will not become a disturbance to the court. See **Sound lock Entry Vestibule** below.
- Ceiling:** Hung ceiling, 10' to 14' minimum height (general standard). Acoustical materials are preferred such as ACT and insulated GWB.
- Lighting:** Provide even lighting of 60-70 foot candles at the Desk height level throughout the courtroom.
- HVAC:** Eight (8) changes of air per hour in assembly areas. Provide a sound baffle in the HVAC system for Jury Deliberation Room, Holding Rooms, Attorney/Client Conference Rooms, Waiting Areas and Robing Rooms or Chambers.
- Floor:** Vinyl tile, terrazzo, stone or carpet are acceptable in the courtroom. Well area flooring may differ from spectator area flooring.

- Judges' Bench:** On raised platform, approx 12" A.F.F., provide a work surface 72" wide x 24" to 30" deep and 30" high. Provide a pedestal or box drawer with removable pencil insert or tray. Note: pedestal or box drawer assembly should be easily removable should additional leg room be required.
1. Provide a low partition modesty panel 4" to 6" higher than the work surface on all sides.
  2. Provide fixed 12" deep shelf across the front of the bench, typically used by court reporter. Shelf also increases the separation of the Judge and Attorneys or the public.
  3. Maintain line of sight between the judge and all other parties in the Courtroom. Lecterns, podiums, A/V equipment, etc should not interfere.
  4. Provide motto on wall behind bench "IN GOD WE TRUST" or other text if approved.
  5. Provide NY State and US flag/ poles/and wall mounting brackets or stands. Consult these Web sites for information re proper flag display:  
Federal: <http://www.law.cornell.edu/uscode/text/4/7>  
New York State: <http://codes.lp.findlaw.com/nycode/EXC/19/403>
  6. Provide UL standard 752, Level III, Ballistic opaque armor panels behind all of the vertical surfaces that face the public.

**Witness Box:** On a raised platform attached to Judge's bench, one riser below the Judge, provide a shelf 12" deep, a modesty panel shall be provided not more than 6" higher than the work surface (2" higher is recommended). An exception to this guideline is Family Court, where witness stands are typically detached from the

judge's bench.

**Clerk's Desk:** Typically attached to Judge's bench, preferred not more than one riser below the Judge's platform. Provide a work surface at least 60" wide x 24" to 30" deep and 30" high. Provide a pedestal with a box drawer with pencil tray and a file drawer. Note: pedestal /drawer assembly should be easily removable should additional leg room be required. Provide additional files, cabinets, etc. as required, including shelf/rack space for A/V equipment. A modesty panel shall be 4" to 6" higher than the work surface.

**Jury Box: Civil Court - six to eight person minimum:** in one or two rows with zero to one riser, fixed seating with limited swivel and tilt, modesty rail in front of jurors 33" high, w/12 "x18" drop leaf. [Note: provide plexiglas shield if the end of the Jury Box is attached to or near the public rail. Minimum height 7 feet.] Allow for one wheel chair space or provide one removable swivel chair to accommodate wheel chair when needed.

**Criminal Court- twelve to sixteen person minimum:** in one, two or three rows, with zero, one or two risers, fixed swivel chairs. Remaining requirements same as Civil Court above.

**Court Reporter:** Varies by location. Generally requires a small table or shelf in the well area, situated in front of the bench near the witness. In larger courtrooms, provide a microphone for minutes readback, and a local speaker if needed. For a Real-Time reporting or electronic recording a small desk or work surface with a PC may be required. A removable Modesty Panel should be provided in all cases.

**Court Officers:** Up to five may occupy a courtroom at once, particularly in criminal arraignment and trial parts. Provide worktables and chairs in well area as needed.

**Attorney's Tables:** Two tables (36"x 72" min.), six chairs [Note: provide two additional chairs in Criminal Courtrooms for court officers.]. Attorneys' tables shall be anchored to the floor in all Criminal Courtrooms and may be anchored in other instances.

**Miscellaneous:** A lectern, window blinds and a wall clock may be required.

**Spectator Rail:** Shall be 33" high, with 36" wide access opening as required. Prefer opening to be without a gate. Theater style rope with hook and eye recessed into the railing post may be used.

**Wiring:** Provide 2 Data / 2Voice and 2 duplex power outlets for each of the following: Judge, Clerk and the Court Reporter. [Note: use a single 2"x4" outlet box for 2D/2V].  
Provide 2 Data and one duplex power outlet for each of the following: Attorneys Tables, Witness Box and Jury Box. Follow NYS UCS Communications Cabling Standards.  
**Note:** if facility is designated by OCA for a VOIP phone system, wiring may be 2 Data without Voice outlets (typically) as indicated in the Cabling Standards.  
To accommodate the current or future use of a Digital Recording Device a minimum 1 1/4" diameter conduit with pull string back to Clerk's station shall be provided from the: Judge, Witness, Attorney's Tables (and lectern if provided) with large grommet. If not required for current use, provide a cover at grommet.

**Public Address System:** Provide volume controls for the Judge and Clerk.

**PA Microphones:** required for Judge, Witness, Clerk, each Attorney's table and lectern, if provided. Each should be equipped with an on/off switch. Provide a mic system override shut-off at judge.

**Speakers for PA system:** as required. [For installations using electronic recording, such as 'CourtSmart' or 'FTR' (For the Record), follow the manufacturer's

recommendations.

**ADA Assistive Listening Devices:** See system description and choice of options below.

**Panic or Duress Alarms:** Provide button under the work surfaces of the Judge and the Clerk. Connect panic alarm system to security office. Coordinate with OCA's Department of Public Safety.

**Sound-lock Entry Vestibule:** Courtrooms should be separated from public corridors and waiting spaces by a secure sound lock entry vestibule. Outer (corridor/waiting side) vestibule doors (with larger vision panels) should include closer and panic bar as required, and locking devices as permitted. Inner (courtroom side) doors (with smaller vision panels) should open freely into vestibule (i.e., no exit device unless required by code). All doors should be gasketed for sound, and carpeting of the vestibule should be considered. Outer vestibule doors should be locked from outside only, and only with a key.

**FF & E:** Courtroom seating for judge, clerk, witness, jurors, court reporter, court officer, attorneys (as noted under Attorney's Tables) and benches for spectators. Waste basket for Judge and for Clerk.

### **ASSISTIVE LISTENING DEVICES**

As part of our general policy of ensuring accessibility for persons with disabilities, Assistive Listening Devices ("ALDs") for the hearing impaired are provided in:

- All newly constructed courtrooms and courthouses
- All major renovations of existing courthouses
- As part of Americans with Disabilities Act (ADA) compliance projects in selected courts

There are number of different ALD technologies, but all systems work in a similar manner. Each system requires the installation of one or more transmitters in the space to be covered. The transmitters are connected to microphones installed at key stations in the room (e.g., the witness box, counsel table). The microphones used for ALD purposes are typically the same as those used for the PA system. A person wishing to use the ALD system obtains a head set from a court employee.

**The main types of ALD technologies are:**

**An Infrared System** is the most commonly used in courthouses. Since this system requires a direct line of sight from the transmitter to the headset, the transmitter must be visible and in some cases more than one transmitter is required in each room.

**FM Radio Systems** are often used in historic structures, since the radio transmitter can be concealed from view.

**A Loop System** utilizes a coil of wires wrapped around the Courtroom. This system is typically found only in new construction, since that allows the wires to be concealed in the walls.

A number of steps have been taken to ensure that the public is aware of the availability of ALD devices and that court employees are prepared to provide appropriate assistance.

**ADA Liaisons:** Each facility has designated one or more ADA Liaisons who assist jurors, litigants and other court users obtain accommodations and services. The ADA Liaisons work as a link between the Chief Clerks and the public, and the ultimate responsibility for providing such an accommodation falls on the Chief Clerk of each court.

**Signage:** Signs are posted in all central jury rooms and throughout courthouses providing ADA information and identifying the court's ADA Liaison.

**Web site:** The homepage of the UCS website has a direct link to information on accessibility to the courts by persons with disabilities, including contact information;  
<http://www.nycourts.gov/home.htm> Click on *Accessibility (ADA) Symbol*, then *Local ADA Liaisons*.

As noted, all new construction and major renovation projects incorporate one of these systems. For example, the Courtroom of the renovated Court of Appeals Hall has been equipped with an FM system. This system was selected because it has no visible impact on the existing features of the Courtroom. All Appellate Division Courtrooms are equipped with infrared systems. Queens Family Court has an FM system, while an infrared system was chosen for 320/330 Jay Street in Kings County.

### **JURY DELIBERATION ROOM**

Entry vestibule, soundproof partitions w/ solid core door & soundproof gasket, toilets (one unisex HC for civil, two unisex with at least one HC for criminal) entered from vestibule, coat rack/hooks or coat rod with shelf above. Provide sound baffles in the surrounding HVAC equipment.

**Special Wiring:** Provide a signal light & buzzer on outside wall with a wall switch inside of the jury room. Provide a wall clock.

**FF&E:** Civil: minimum eight (8) chairs and a table to seat 6 is required (min 36"x 72").  
Criminal: minimum sixteen (16) chairs and a table to seat 12 is required (min 48"x 144").

Provide waste baskets and window blinds for all jury rooms; carpet may be considered.

### **CHAMBERS SUITE - Judge / Law Clerk / Secretary**

Judge's Chambers shall have soundproof partitions w/solid core doors & soundproof gasket. Toilet & coat closet for Judge. The entire suite shall be carpeted. For energy efficiency, lighting shall be controlled by motion detectors, with manual override switches in judges' and law clerk's (or court attorneys') offices.

**Wiring:** Provide 2 data/2 voice and 2 duplex power outlets for each of the following: Judge, Law Clerk and the Secretary/Receptionist. [Note: use a single 2"x4" outlet box for 2D/2V]. Follow UCS Communications Cabling Standards. UCS standards for

facilities with VOIP are typically dual data and no voice (except for fax machines). Provide outlet for a wall clock in receptionist's area.

**Panic or Duress Alarm:** Provide a button under the desk of the Judge and the secretary. Connect panic alarm system to security office.

**Judge FF&E:** Executive desk and credenza, high back chair, two side chairs, desk lamp, sofa & two end tables with lamps, coffee table, bookcases, waste baskets, window blinds, curtains.

**Law Clerk FF&E:** Minimum 66" wide desk w/return, chair, a side chair, lateral file cabinets, bookcases, waste basket, coat hook, window blinds, desk lamp.

**Secretary & Reception FF&E:** Desk with return, chair, waste basket, wall clock, two side chairs, lateral file cabinets, desk lamp and coat tree or closet.

### **OTHER ROOMS**

#### **Attorney/Client Conference Rooms, Witness Rooms, Alternate Juror Rooms:**

Each of the above referenced room shall have insulated doors with glass vision panels (min. 6"x 12"). **Note:** these doors shall be capable of being locked only from the outside and only with a key (classroom lock type).

**FF&E:** small conference table with minimum of 4 chairs, coat hooks.

### **SECURITY FEATURES**

**Panic or duress alarm buttons** shall also be provided in following locations:

- the Children's Center (at reception); note that not all court facilities include this space
- the Clerk's Office Public Counter

Hard-wired panic/duress alarm systems with audio pick-up are preferred in new facilities or in major renovations. Wireless or Hard Wired systems should send signal alert to both the Court's security operations office and court security staff radios.

Where **security cameras** are being installed to be monitored by court security, web-based digital cameras and recording devices shall be used. The New York State Unified Court System Department of Public Safety can provide recommendations and design assistance.

**Bollards or other barriers** may be required outside of the facility to comply with federal, Department of State criteria for K4 (30 mph) 15,000 pound vehicle impact. Specific requirements to be provided by the NYS Unified Court System Department of Public Safety and local Sheriff or Police Department.

### **ELECTRONIC WIRING**

All data and voice wiring, whether or not in conduit, shall be color-coded for ease of identification. Different user groups (including non-Court) have dedicated wiring, each colored specific to the individual group. For example, OCA/Court wiring is blue. Police, Corrections, DA, building management, etc each have their own, different wiring color. Refer to UCS

Communications Cabling Standards for more info. Consult with the client or CM for other user groups. OCA's Division of Technology will provide more info to consultants as requested.

### ELECTRONIC TIMEKEEPING - KRONOS

Most UCS facilities use Kronos electronic timekeeping devices for recording employees' arrivals and departures. OCA's Division of Technology (DoT) shall provide a full-size mounting template for each device location (OCA DoT will provide and install devices once wiring is complete). To meet ADA requirements, template shall be placed on wall for mounting hardware at 48" AFF. Power and data shall be provided at each location. Simplex or duplex power outlet required; Cat 6 data wire required (no backbox reqd). Once template is in place, locations for power and data wiring can be determined.

### HOLDINGS AREAS

Procedures for delivery and holding of prisoners at courtrooms, hearing rooms, etc, shall be reviewed by the consultant and municipality or county, in coordination with the state and local corrections officials, and the local sheriff and or police departments having responsibility for those prisoners.

9NYCRR, Part 7511, Construction and Renovation of the Minimum Standards and Regulations for Management of City Jails - Town and Village Lockups stipulates that any plans and specifications for the construction or renovation of detention facilities must be submitted for review to the **Commission of Correction**. The approval of the Commission must be obtained before a construction or renovation project is undertaken.

Contact the State Commission of Correction, Alfred E. Smith Building, 80 South Swan St, 12<sup>th</sup> Floor, Albany, NY 12210; Web site [www.scoc.ny.gov](http://www.scoc.ny.gov); telephone (518) 485-2346.

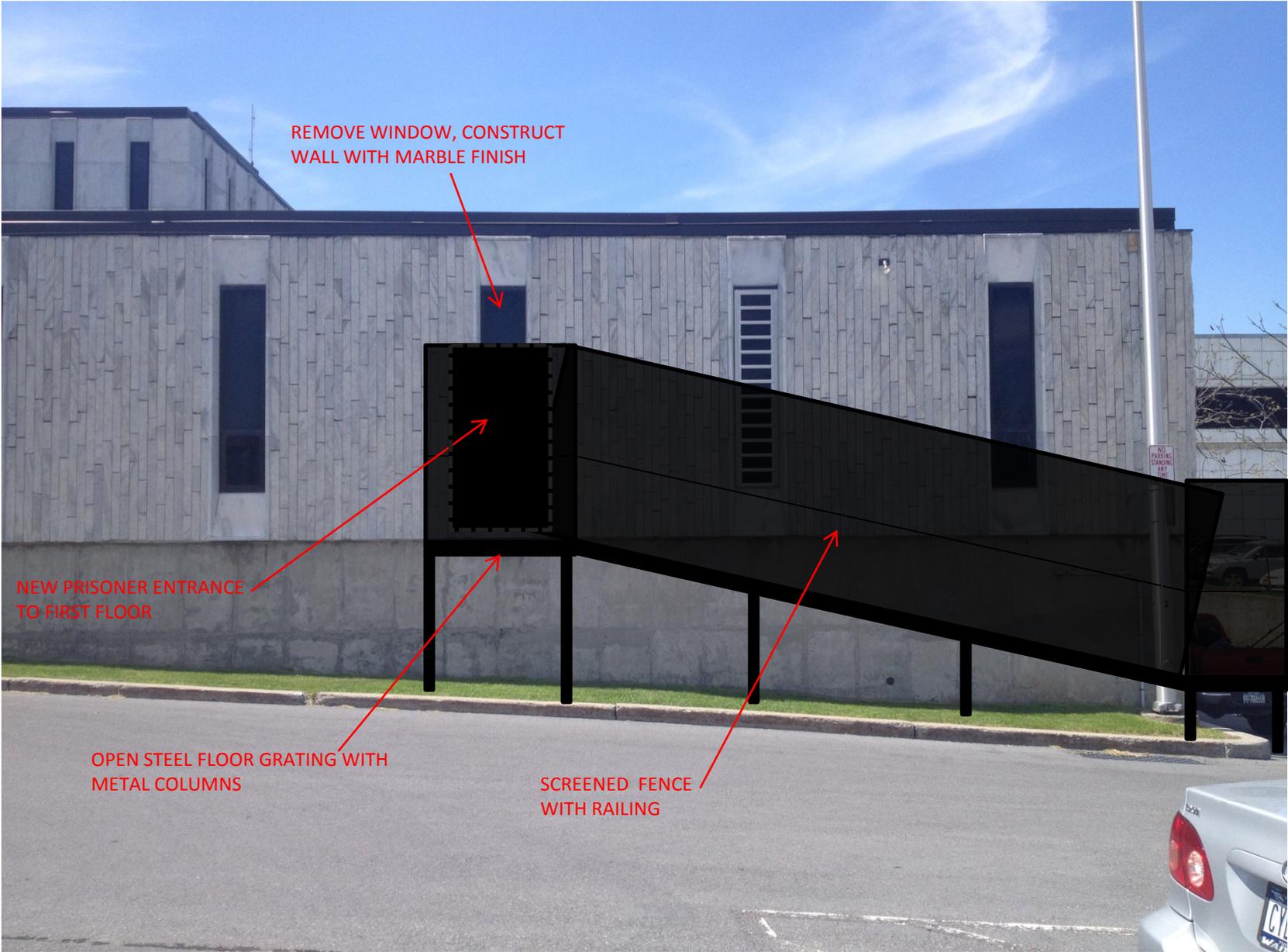
### PROCESS OF REVIEW

OCA's Facility Planning Unit, together with the District Administrative Office, reviews the project design at various phases from initial programing, conceptual & schematic, and design development through contract documents. The Chief Architect, together with the Counsel for Capital Planning, report on these projects to the Court Facility Capital Review Board. Compliance with the municipalities' responsibility to provide suitable and sufficient accommodations for the Court's operations, as well approval of any State Funding that may be available, is subject to their prior review and approval and the filing and approval of a current Capital Plan.

Projects involving restoration or renovation of historic structures shall be subject to the New York State Historic Preservation Office (SHPO) guidelines; more info at Web site [www.parks.ny.gov/shpo/](http://www.parks.ny.gov/shpo/).

# CITY HALL PRISONER RAMP - ELEVATION VIEW

05-15-2014



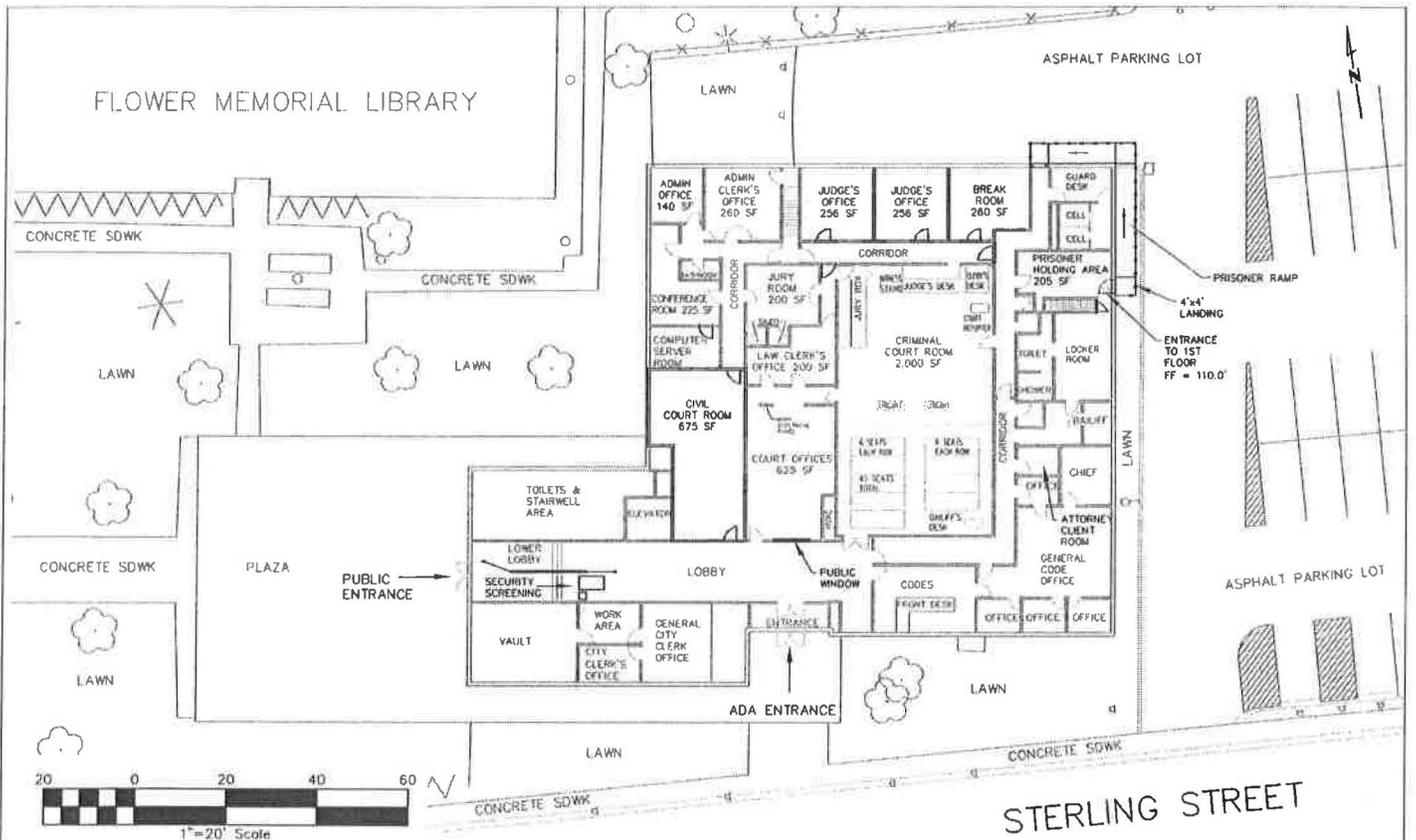
REMOVE WINDOW, CONSTRUCT  
WALL WITH MARBLE FINISH

NEW PRISONER ENTRANCE  
TO FIRST FLOOR

OPEN STEEL FLOOR GRATING WITH  
METAL COLUMNS

SCREENED FENCE  
WITH RAILING





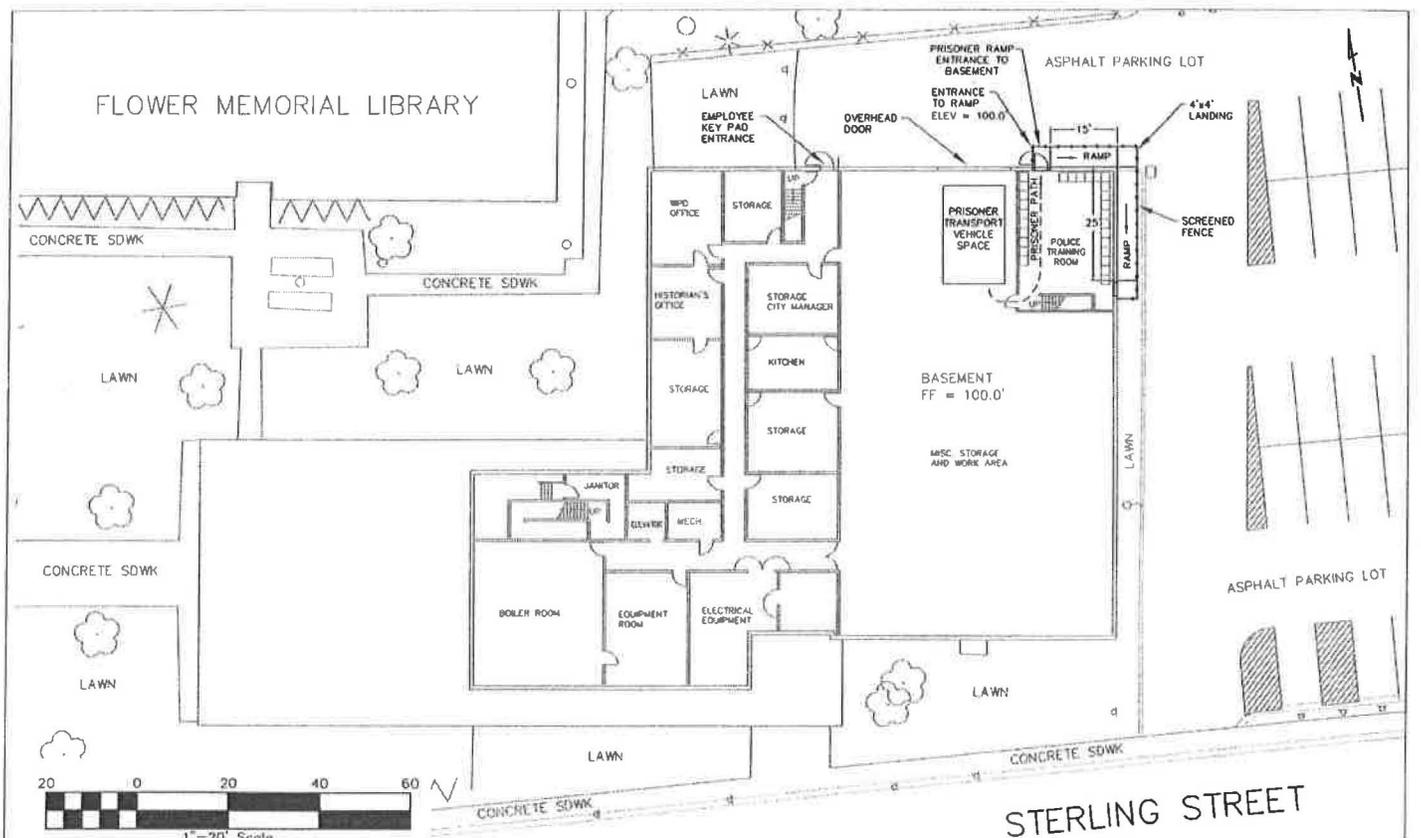
DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
PROJECT NUMBER	

**CITY OF WATERTOWN**  
**ENGINEERING DEPARTMENT**  
 MUNICIPAL BUILDING, ROOM 305  
 245 WASHINGTON STREET  
 WATERTOWN, NEW YORK 13601

**FIRST FLOOR - PLAN VIEW**  
**PROPOSED COURT LAYOUT**  
**OPTION 4**

**WATERTOWN**  
**CITY COURT**  
**EXPANSION PROJECT**

NO. 1  
**A-1**  
 SHEET 1 OF 4



DESIGNED BY	DATE
DRAWN BY	REVISIONS
CHECKED BY	
APPROVED BY	
PROJECT NO.	
DATE	

**CITY OF WATERTOWN**  
**ENGINEERING DEPARTMENT**  
 MUNICIPAL BUILDING, ROOM 305  
 245 BASHAWTON STREET  
 WATERTOWN, NEW YORK 13601  
 PHONE: 315-785-3740  
 FAX: 315-785-7924

**BASEMENT FLOOR - PLAN VIEW**  
**PROPOSED COURT LAYOUT**  
**OPTION 4**

**WATERTOWN**  
**CITY COURT**  
**EXPANSION PROJECT**

PROJECT NO.  
**B-1**  
 SHEET 1 OF 4



December 4, 2014

Mr. Brian Drake, P.E.  
City of Watertown Department of Engineering  
245 Washington Street, Suite 305 – City Hall  
Watertown, New York 13601

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
WATERTOWN CITY COURT ALTERATIONS/EXPANSION**

Dear Mr. Drake,

MRB Group is very pleased to present our proposal to the City of Watertown for the professional services related to the alterations and expansion of the Watertown City Hall to accommodate the proposed new Civil Courtroom and support spaces.

Upon further discussions with the City, we have reverted back to a Basic Services sliding scale fee schedule. The fee schedule will be attached, as an "Exhibit", in the AIA Owner-Architect Agreement (AIA Document B101.) The fees shall initially be related to the project budget, as part of the initial information to be provided by the City.

If the Architect's estimate of the City's project budget exceeds the project budget, the Architect shall make appropriate recommendations to the City to adjust the project size, the quality of the work, or the project's budget.

Should you have any related comments to the above subjects, please do not hesitate to contact us at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bova", written over a horizontal line.

Scott Bova, AIA, NCARB  
Architectural Department Manager

## **Watertown City Court Alteration/Expansion Project Phases & Scope of Work**

The following project phases, percentage of the total project, and anticipated scope of services are provided below as our understanding and response to the RFP, dated September 12, 2014, for the Watertown City Court Alteration and Expansion Project.

### **Schematic Phase (25% of Total):**

- Review existing documentation (i.e. surveys, building study, reports, etc.)
- Coordinate a project Kick-off/Programming meeting to define the project objectives.
- Prepare a Building Program that documents the required spaces, s.f. areas, adjacencies, and special conditions.
- Analysis of feasibility study and layout in regards to functionality.
- Provide schematic design visual displays, including floor plan, sections, and elevations. Up to three versions, or revisions, are included as part of this phase.
- Prepare a mechanical, plumbing, and electrical descriptive narratives.
- Prepare a security descriptive narrative based on the schematic design.
- Review available hazard materials reports and outline an abatement strategies.
- Perform a preliminary code review.
- Seek initial input from local regulatory agencies, if applicable.
- Present the schematic design to the Committee. Prepare up to two (2) revisions.
- Attend up to three (3) meetings during Schematic Phase (these may include Programming, Committee, Regulatory Agency, etc).
- Prepare a schematic design opinion of estimated costs.

### **Design Development (30% of total)**

- Based on the approved schematic design, develop the architectural design and prepare appropriate background drawings for other discipline's use.
- Develop the Mechanical and Electrical design from the approved narrative. Calculate load requirements for heating, cooling, and electrical scopes.
- Develop the telecommunications/data designs.
- Develop the structural design for the building addition components.
- Develop the site design as it relates to the proposed building additions.
- Develop the interior design as related to finishes on the new partitions, flooring, ceilings, and Courtroom millwork.
- Develop the security design layout and systems to be employed.



- Develop an asbestos abatement demolition plan, notes, and specifications.
- Develop outline specifications.
- Review code requirements of the Design Development.
- Attend one (1) meeting to present and review Design Development progress.
- Update the opinion of estimated costs.

**Construction Documentation (40% of total):**

- Develop drawings and specifications as 50% and 95% progress review sets for the City's review and comment.
- Upon approval of the review set, finalize and prepare 100% Construction Document drawings and specifications.
- Review and coordinate all discipline's documents.
- Prepare final code review and inform of potential NYSERDA incentives.
- Prepare a final opinion of estimated costs.
- Provide final Construction Documents on a CD format for bidding purposes.
- Provide the City with CAD files upon signature of MRB Group's electronic release letter.

**Bidding (5% of total):**

- During bidding, we will respond to technical questions related to the design, and preparation of addenda for clarification.
- Includes a Pre-Bid Meeting, Bid Review and Recommendations.

**Construction Administration (not included)**

Available hourly or for a mutually agreeable lump sum fee upon request.



CITY OF WATERTOWN  
WATERTOWN CITY COURT EXPANSION PROJECT  
ARCHITECTURAL & ENGINEERING **BASIC SERVICES** FEE PERCENTAGE

CONSTRUCTION COST UPTO	PERCENT FEE	A/E BASIC SVCS
\$ 750,000.00	9.67%	\$72,500.00
\$ 1,000,000.00	7.25%	\$72,500.00
\$ 1,250,000.00	7.25%	\$90,625.00
\$ 1,500,000.00	7.18%	\$107,625.00
\$ 1,750,000.00	7.18%	\$125,650.00
\$ 2,000,000.00	7.11%	\$142,100.00
\$ 2,250,000.00	7.11%	\$159,975.00
\$ 2,500,000.00	7.04%	\$175,875.00
\$ 2,750,000.00	7.04%	\$193,600.00
\$ 3,000,000.00	6.97%	\$208,950.00
\$ 3,250,000.00	6.97%	\$226,525.00
\$ 3,500,000.00	6.97%	\$243,950.00

\* Basic Services Fees will be initially based on the City's Project Budget.

Project Phases Included:

- Programming
- Schematic Design
- Design Development
- Construction Documents
- Bidding

Does Not Include:

- Construction Contract Administration/Observation
- Project Closeout
- Hazardous Material Abatement
- Additional Specialty Consultants
- Any additional services beyond the "scope of work" provided above.

## Standard Hourly Rate Schedule 2015

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<u>CATEGORY</u>	<u>RATE</u>
Principal Engineer II.....	\$170.00
Principal Engineer I.....	\$140.00
Team Leader/Project Manager .....	\$135.00
Sr. Civil Engineer/Technician.....	\$132.00
Civil Engineer III .....	\$105.00
Civil Engineer II .....	\$95.00
Civil Engineer I.....	\$85.00
Senior Process Manager .....	\$85.00
Process Manager .....	\$75.00
Sr. GIS Analyst .....	\$85.00
Sr. Design Technician .....	\$85.00
Design Technician .....	\$55.00
Senior Architect.....	\$135.00
Architect.....	\$110.00
Junior Architect.....	\$85.00
Senior Planning Associate .....	\$95.00
Planning Associate.....	\$90.00
Construction Manager.....	\$85.00
Construction Administrator .....	\$70.00
Construction Facility Observation.....	\$80.00
Construction Utility Observation .....	\$75.00
Construction Technician.....	\$65.00
Administrative Assistant .....	\$55.00
Reproduction Coordinator.....	\$55.00
Specialty Rate.....	\$150.00
Litigation.....	\$230.00

\*RATES EFFECTIVE JANUARY 1, 2015 – DECEMBER 31, 2015

**MRB** | *group*  
Engineering, Architecture, Surveying, P.C.

Res No. 14

December 12, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving the 2014-2017 Collective Bargaining Agreement  
Between the City of Watertown and the Watertown  
Police Benevolent Association, Inc.

Negotiations have concluded between the City of Watertown and the Watertown Police Benevolent Association, for a successor contract to that which expired on June 30, 2014. PBA President Stephen Backus has notified me that the membership supports the Contract. The principal changes to the expiring Contract are listed below:

1. 12 Hour Shifts: To be started effective July 6, 2015. The contract also reserves the right to revert back to 8 Hour Shifts effective July 1, 2016.
2. Wages Increases:
  - a. 1.5% effective July 1, 2014
  - b. 2.5% effective July 1, 2015
  - c. 2.5% effective July 1, 2016
3. Changes in Health Benefits:
  - a. Increase in prescription co-pay effective January 1, 2015: From \$5/\$20/\$35 to \$10/\$30/\$50
  - b. Increase in health insurance deductible effective January 1, 2016: From \$120/\$360 to \$200/\$600
  - c. Increase in medical co-pays effective January 1, 2017: From \$7/\$15 to \$15/\$30.

A resolution approving the terms of the Agreement has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving the 2014-2017 Collective Bargaining Agreement Between the City of Watertown and the Watertown Police Benevolent Association, Inc.

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

Total .....

YEA	NAY

**Introduced by**

\_\_\_\_\_

WHEREAS the 2012-2014 Employment Contract between the City of Watertown and the Watertown Police Benevolent Association, expire on June 30, 2014, and

WHEREAS negotiations have been concluded on a successor Contract,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Collective Bargaining Agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc., a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor, Jeffrey E. Graham, and City Manager Sharon Addison are hereby authorized and directed to execute the Agreement on behalf of the City.

**Seconded by**



2014-2017

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WATERTOWN

AND

THE WATERTOWN POLICE BENEVOLENT  
ASSOCIATION, INC.

WATERTOWN, NEW YORK

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**2014-2017 CONTRACT  
BETWEEN  
THE CITY OF WATERTOWN  
AND  
THE WATERTOWN POLICE BENEVOLENT ASSOCIATION, INC.  
WATERTOWN, NEW YORK**

**WHEREAS**, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, declares that it is the public policy of the State of New York and the purposes of the law to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policy and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employment Relations Board to resolve disputes, and by continuing the prohibition against strikes by public employees; and

**WHEREAS**, the City Council of Watertown, New York in accord with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, after determining the Watertown Police Benevolent Association, Inc. met the basic requirements for recognition under the Act, which include among other factors a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Watertown Police Benevolent Association, Inc. by adopting a resolution to this effect on January 8, 1968; and

**WHEREAS**, collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures and a contract has been evolved:

**RESOLVED**, that the City Council of Watertown, New York on behalf of the City of Watertown, New York hereinafter referred to as the "City", and the Watertown Police Benevolent Association, Inc., hereinafter referred to as the "Association", enter into this agreement the \_\_\_\_ day of December, 2014, as follows:

## **ARTICLE 1 - RECOGNITION**

Effective upon the date of execution of this Agreement, the City recognizes the Association as the sole and exclusive representative of all employees of the Police Department as described herein: Police Officers; Sergeants; and Lieutenants.

## **ARTICLE 2 - GENERAL QUALIFYING CONDITIONS**

**SECTION 1.** The City recognizes that the Association represents a common community of interest among its membership.

**SECTION 2.** The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such payroll deductions; however, after a one-month period of open change just prior to the new contract year, there will be no dues change permitted during the contract year. If there is a change, the Association will bear the expense of the program change.

**SECTION 3.** Effective upon the date of execution of this Agreement, the City shall extend to the Association the right to membership dues deduction, pursuant to Section 208 of Article 14 of the New York State Civil Service Law, so long as said Association shall remain the certified bargaining agent for all employees of the Police Department as described herein: Police Officers; Sergeants; Detectives and Lieutenants.

**SECTION 4.** The Association shall be entitled to have deducted from the wages or salaries of employees described in Section 3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed ninety percent (90%) of the regular membership dues, which represents the employee's pro-rata share of expenditures by the Association, less expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

**SECTION 5.** Notwithstanding any other provision, Sections 3 and 4 of Article 2 shall only apply to new employees of the Department and members of the Association who withdraw from the Association as of July 1, 1983. Employees of the Department who, as of July 1, 1983, are not members of the Association shall be exempt from membership dues deduction.

**SECTION 6.** The City agrees that the Association shall be the sole and exclusive representative of its membership for the purposes of the Public Employees Fair Employment Act.

**SECTION 7.** The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist or participate in such a strike.

**SECTION 8.** The City agrees that no member of the Association shall be discriminated against, coerced, restrained or influenced in any manner because of its membership in the Association or by reason of holding office in the Association.

**SECTION 9.** No clause or provision of this agreement shall be construed to cause the impairment or waiver of any State law now applicable to employees who are members of the Association.

**SECTION 10.** Effective upon the date of execution of this Agreement, notwithstanding any other provision, this contract shall not apply to the Police Chief and the Police Captain who are management's representatives in the Police Department.

### **ARTICLE 3 - TERM AND SCOPE OF AGREEMENT**

**SECTION 1.** The term of this agreement shall be for the period July 1, 2014 through June 30, 2017.

**SECTION 2.** This agreement shall cover all terms and conditions of employment as defined in the New York State Public Employees Fair Employment Act.

### **ARTICLE 4 - COMPENSATION**

#### **SECTION 1.**

- A.** The City shall continue to provide a separate Police Pay Plan as established by resolution of the City Council adopted June 18, 1973. The rate of compensation for the positions of Police Officer, Police Detective, Police Sergeant, and Police Lieutenant, shall be as provided in the attached Schedules A,B and C,

Schedule A reflects a one and one half percent (1.5%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants, and Lieutenants in the Police Pay Plan applicable as of July 1, 2013.

Schedule B reflects a two and one half percent (2.5%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants, and Lieutenants in the Police Pay Plan applicable as of July 1, 2014.

Schedule C reflects a two and one half percent (2.5%) pay increase in the grades and steps for Police Officers, Detectives, Sergeants, and Lieutenants in the Police Pay Plan applicable as of July 1, 2015.

- B.** In addition to the Pay Plan described in "A" above, the City agrees to continue a longevity payment plan in the following amounts:

1. Beginning at the end of six years of service in the Police Department, a payment of \$350.
2. Beginning at the end of twelve years of service in the Police Department, a payment of \$700.
3. Beginning at the end of eighteen years of service in the Police Department, a payment of \$1,050.

Payments for longevity became effective July 1, 1985. Amounts paid under the longevity payment plan shall be used in determining the employee's regular rate of pay as stipulated in the Fair Labor Standards Act. Longevity payments shall be paid in pro-rata amounts on the regular City payroll.

**C.** For employees hired after July 1, 1994:

1. Salaries for Academy pay rate and Academy Completion Pay Rate are as established in Schedules A, B, and C. After the first year of employment, officers shall enter the existing wage step scale.
2. Effective July 1, 2001, the negotiated percentage increase as set forth in paragraph A above shall be applied to said schedule, and thereafter.

**SECTION 2.** As provided in the 1968-69 Contract, the City has amended the Rules of Administration of the Pay Plan to provide for a regular procedure for the review of pay grades assigned to class titles of positions. The City agrees to provide the President of the Association with a copy of the final decision by the City Council at the time the individual employee is notified.

**SECTION 3.**

- A.** A Police Officer, Sergeant, or Lieutenant assigned to perform duties out of title in rank higher than his permanent rank shall be compensated for such performance on a per diem basis, which increased pay shall reflect the differential between the employee's regular pay and the pay which would be received in the higher position in accord with the provisions of 3 a. of the Rules for Administration of the Police Pay Plan.
- B.** Assignment under this provision shall, insofar as practical, be made on a monthly shift basis.
- C.** In those cases of vacation, illness, or emergency conditions, assignment may be for shorter periods.
- D.** Assignment under this section shall be made by the Police Chief.

**SECTION 4.** All uniformed members of the Police Department shall be paid their accumulated time, overtime and holiday pay when earned. All members of the bargaining unit shall be paid their overtime in the first paycheck after the first full pay period following submission of their overtime slips.

**SECTION 5.** Overtime shall be paid at time and one-half for work performed beyond the employee's defined work shift/period. Members of the bargaining unit assigned to eight-hour days shall have a defined work period of 40 hours per week. Those members of the bargaining unit assigned to 12-hour shifts shall have a defined work period of 84 hours every two weeks. These agreed-upon work periods are designed to comply with the permissive establishment of a work period for police personnel under section 7(k) of the Fair Labor Standards Act. Overtime for

personnel assigned to 12-hour shifts will be limited to two hours before the beginning of, or after the conclusion of, a scheduled 12-hour shift. Exceptions may be made during an emergency situation at the discretion of the Chief or his designee.

**SECTION 6.** At retirement, a member shall be paid for unused sick leave at the rate of twenty-five percent (25%) of his unused sick leave balance, up to a maximum of 45 days. If a member receives a benefit from the State Retirement System outlined under Article 10, Section 4(2) of the Contract, he or she shall not be eligible to receive cash for unused sick leave as described in this Section.

**SECTION 7.** Effective June 30, 1992, any officer who is ordered to return to duty after having completed his/her regular tour of service shall be guaranteed compensation at the rate of time and one-half of his/her regular hourly rate for a minimum period of two (2) hours. When an officer is ordered to report to duty prior to his/her scheduled shift, he/she will be paid overtime only for that time worked prior to the start time of the scheduled shift.

**SECTION 8.** Effective July 1, 2014, all members of the bargaining unit, assigned to the evening (3:00 p.m. – 11:00 p.m.) or night shift (11:00 p.m. – 7:00 a.m.), shall be guaranteed, and shall receive, line-up pay in the amount of \$1,700 per year; all other members of the bargaining unit shall be guaranteed, and shall receive, line-up pay in the amount of \$1,300 per year. Effective on July 1, 2015, for those members of the bargaining unit assigned to 12-hour shifts, the lineup pay for days (6:00 a.m. – 6:00 p.m.) shall be \$300 per year and the lineup pay for nights (6:00 p.m. – 6:00 a.m.) shall be \$700 per year. Lineup pay is payable on or before December 1st in the year for which it was earned. The parties further agree that pro-ration of the payment of line-up pay may be made if an employee fails to report to line-up for thirty (30) consecutive days.

**SECTION 9.** Effective July 1, 2001, officers required to carry a pager or other electronic device, and who do not have the option of refusing to a page, shall receive one thousand (\$1,000) dollars per year, to be paid with line-up pay. Effective July 1, 2012, I.D. Technicians shall receive an additional one thousand (\$1,000) dollar per year, to be paid with line-up pay. Said payment will be prorated based on date employee assumes I.D. Technician duties.

**SECTION 10.** Effective July 1, 2012, Field Training Officers shall receive compensation of one (\$1.00) dollar per hour for each hour that a Field Training Officer works with a recruit.

**SECTION 11.** A minimum compensation of two hours for court appearances required by City, County, State or Federal Agencies by subpoena shall be paid at the rate of time and one-half.

**SECTION 12.**

- A. The assignment of a Sergeant or Lieutenant to the Criminal Investigation Division (CID) shall be at the discretion of the Chief of Police.
- B. Upon the assignment to CID, the Sergeant's or Lieutenant's pay rate shall be increased to the next higher step. The assignment date to CID shall not affect the Sergeant's or Lieutenant's promotion anniversary date.
- C. The Sergeant or Lieutenant assigned to CID shall retain his/her current step if assigned to

a non-CID position. If the Sergeant or Lieutenant assigned to CID is re-assigned to the Patrol Division at his/her request or due to disciplinary action, he/she shall forfeit the step increase.

- D.** If the Sergeant assigned to CID is promoted to Lieutenant, he/she shall advance to the next higher step on the Lieutenant's pay scale. In the event the CID Sergeant is promoted to Lieutenant and is immediately re-assigned to CID, he/she shall advance to the next higher step on the Lieutenant's pay scale for the promotion and an additional step on the Lieutenant's pay scale for the assignment to CID.

## **ARTICLE 5 - WORK DAY AND WORK WEEK**

**SECTION 1.** For members of the bargaining unit assigned to eight-hour shifts, the work day shall consist of eight consecutive hours and a work week shall consist of five consecutive work days. The work week shall be scheduled such that the Officer shall receive two (2) consecutive rest days, including during periods of required training. However, this rule of scheduling is modified as follows:

There is no guarantee of two (2) consecutive rest days:

1. At the time of mid-year shift changes due to promotions, retirements, hirings, and/or separations;
2. When a Police Officer attends in-service training; and,
3. When a Police Officer voluntarily attends training.

**SECTION 2.** For members of the bargaining unit assigned to eight-hour shifts, all other conditions relating to work day and work week shall be as presently exists, except that the time of shift change shall be:

- A-Shift - 11:00 P.M. to 7:00 A.M.
- B-Shift - 7:00 A.M. to 3:00 P.M.
- C-Shift - 3:00 P.M. to 11:00 P.M.

**SECTION 3.** For members of the bargaining unit assigned to 12-hour shifts, a shift shall consist of twelve consecutive hours, with seven shifts being assigned during each two week pay period. As set forth at Article 4, Section 5, the defined work period for those personnel shall be 84 hours every two weeks.

There is no guarantee of two (2) consecutive rest days:

1. At the time of annual shift changes;
2. At the time of mid-year shift changes due to promotions, retirements, hirings, and/or separations;
3. When a Police Officer attends in-service training; and,
4. When a Police Officer voluntarily attends training.

**SECTION 4.** Effective July 6, 2015, for members of the bargaining unit assigned to 12-hour shifts:

- Days - 6:00 A.M. to 6:00 P.M.

Nights - 6:00 P.M. to 6:00 A.M.

**SECTION 5.** The bargaining unit shall be responsible for maintaining two lists for overtime for the purpose of covering manpower shortages on patrol 12-hour shifts. A mandatory list shall provide for an available officer for each twelve-hour shift and shall be published on a monthly basis. The available officer shall be on call during the first hour of the shift, after which time their obligation shall end. A separate voluntary list shall be published on a monthly basis containing the names of officers wishing to be called into work for full or partial shifts.

**ARTICLE 6 - LEAVE**

**SECTION 1.**

**A.** Annual leave shall continue as presently stated in the existing leave rules of the City as follows:

<b>LEAVE CREDIT</b>	<b>LENGTH OF SERVICE</b>
12 hours for each month of service	3 years inclusive
14 hours for each month of service	4 - 6 years inclusive
16 hours for each month of service	7 - 11 years inclusive
18 hours for each month of service	12 - 17 years inclusive
20 hours for each month of service _____	18 years or more

**B.** For those employees hired after July 1, 1994, the annual leave schedule shall be as follows:

<b>LEAVE CREDIT</b>	<b>LENGTH OF SERVICE</b>
80 hours	Year 1
80 hours	Year 2
96 hours	Year 3
96 hours	Year 4
120 hours	Year 5
144 hours	Year 6

Thereafter, the regular contract leave schedule shall apply. Annual leave is available for use by the employee in hourly increments.

**C.** The City agrees to amend the Leave Rules to provide up to 80 hours carryover of annual leave from calendar year to calendar year.

**D.** Sick leave shall accrue at 8 hours each month and shall be used as presently stated in the existing Leave Rules of the City. The use of sick leave is available for use by the employee in hourly increments.

**E.** Each full-time employee of the Watertown Police Department shall be entitled to take one (1) day of personal leave with pay per year to attend to pressing personal matters. In addition, each full-time employee may convert two vacation days into personal days, each year. Such personal days may be used in either half day or full day increments, as long as the request

does not impede the department's ability to fulfill its mission. Personal days will be granted on a first come, first serve basis. Personal days may not be used on July 4<sup>th</sup>, Thanksgiving or Christmas.

- F. Effective July 6, 2015, employees assigned to eight-hour shifts shall be entitled to 16 hours of personal leave with pay per year to attend to pressing personal matters which may be used in four-hour increments. Employees assigned to 12-hour shifts shall be entitled to 12 hours of personal leave with pay per year which may be used in six-hour increments. Personal days will be granted on a first come, first serve basis. Personal days may not be used on July 4<sup>th</sup>, Thanksgiving or Christmas.
- G. Effective July 6, 2015, the swap of shift assignments shall only occur between patrol officers or between supervisors such that the swap is with a member of the Platoon that works the same shift hours. Exceptions may be granted with BOTH Platoon Lieutenant's authorization.

## **SECTION 2. HOLIDAYS**

- A. Holidays shall be granted as presently stated in the Leave Rules of the City. If a holiday falls within an assigned vacation period of a member, he is to be paid for eight additional hours for the holiday.
- B. Except as provided under Paragraph "c" of this Section, members shall be paid in cash at double time rate for holiday time and shall not be credited with compensatory time off.
- C. Effective January 1, 1986, members shall have the option of taking up to 88 hours in compensatory time off in lieu of cash payments at double time rate for holidays. Such compensatory time must be taken in the calendar year earned and may not be carried over from calendar year to calendar year. Such compensatory time can be used in either daily or hourly increments, provided manpower strength is sufficient and supervisory approval is obtained. At least two weeks prior to January 1st, all members must use the number of holidays from one to eleven for which they elect to receive compensatory time off in lieu of double time rate. Any unused balances of compensatory time existing at the end of the calendar year shall be lost.

**SECTION 3.** Members of the Association who are designated by the Association to represent it at the yearly State-wide convention and monthly meetings of the Association shall be permitted to do so without charge to leave time provided that no more than three members shall be off duty at any one time and provided that the maximum time off for the year in any combination shall be no more than thirty-two days.

## **SECTION 4.**

- A. The City agrees to continue its rules for sick leave to provide that employees who become ill or injured while on vacation or about to go on vacation may, upon request, be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating that they are incapacitated for at least three days must be presented for this provision to be effective.

- B.** The City agrees to amend its Leave Rules to provide 24 hours of bereavement leave per death in the immediate family. "Death in the immediate family" is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, grandfather or grandmother of spouse, son-in-law, daughter-in-law, mother or father-in-law, and brother or sister-in-law.

**SECTION 5.** Vacations will be assigned on a seniority basis. For members of the bargaining unit assigned to an eight-hour shift, the member must sign up for not less than five days of continuous vacation to hold his/her place in the vacation or leave roster. For those assigned to a twelve-hour shift, the member must sign up for all scheduled work days within a vacation week to hold his/her place in the vacation or leave roster.

**SECTION 6.** When time off is given to employees of the Municipal Building and the offices of such building are closed on special occasions, members of the Police Department will be given a credit of equivalent time. This time is to be compiled at the employee's regular hourly rate of pay. Under the provisions of this Section, the special occasion shall not include or apply to the closing of the offices in the Municipal Building for holidays, the day before a holiday or the day after a holiday, or closings due to an emergency situation. The closing of the Municipal Building for emergency situations shall be the sole discretion of the City Manager or his/her representatives.

## **ARTICLE 7 - SENIORITY**

**SECTION 1.** Vacation time off shall be governed by seniority. Compensatory time off shall be granted on a first come first serve basis.

**SECTION 2.** Permanent appointments shall be made in conformity with New York State Civil Service, Regulations of the Watertown Municipal Civil Service Commission and New York State Law.

## **ARTICLE 8 - GRIEVANCE PROCEDURES**

**SECTION 1.** The City recognizes the Association as the representative of its members to appear in their behalf for any of the purposes outlined in the Public Employees Fair Employment Act.

**SECTION 2.** The City grants the right of representatives of the Association to visit City facilities and to visit and confer with members of the Association for purposes of conferring on conditions, policies and procedures under the Public Employees Fair Employment Act during regular working hours.

**SECTION 3.** The City grants the Association the privilege of posting notices and communications on the existing bulletin board, or on an appropriate bulletin board to be provided by the City for that purpose in the Squad Room of the Police Department.

**SECTION 4.** Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations.

**SECTION 5.**

- A.** Grievance Procedures as adopted by resolution of the City Council on September 30, 1963, shall be applicable to the handling of grievances under its conditions and terms as set forth in that resolution as modified by this Agreement in Paragraph "B" of this Section. A copy of this resolution and procedures is attached and made a part of this agreement.
- B.** The Grievance Procedure as adopted by the resolution of the City Council on September 30, 1963 is modified by the deletion of Section 4 and the substitution of the following: In the event of a disagreement between a unit employee and the City, or between the Association and the City, as to the interpretation or performance of the express terms of this Agreement, or as to the benefits provided thereunder, said disagreement, unless specifically excluded by this Agreement, shall be resolved in accordance with the dispute resolution procedure hereinafter set forth.

**STEP 1.** In the event of a disagreement between a unit employee and the City or between the Association and the City, such a grievance shall be reduced to writing by the aggrieved employee or the Association, and presented by the Association to the Chief of Police within ten (10) calendar days of when the grievance occurred or when the person or party reducing the grievance to writing reasonably should have known of its occurrence. The Chief of Police shall, within ten (10) calendar days of his receipt of any such grievance, present his response in writing to the Association.

**STEP 2.** If the Chief's response is not satisfactory to the Association, the Association shall, within ten (10) calendar days of the receipt of the Chief's response, present the grievance, the Chief's response and any reply thereto, to the City Manager. The City Manager shall, within ten (10) calendar days of his receipt of any such grievance, present his response in writing to the Association.

**STEP 3.** If the City Manager's response is not satisfactory to the Association, the Association shall, within ten (10) calendar days of the receipt of the City Manager's response, submit a Demand for Arbitration to the New York State Public Employment Relations Board in accordance with PERB's Voluntary Dispute Resolution Procedure. The Arbitrator's decision shall be final and binding upon the City, the Association and all unit employees.

- C.** The Arbitrator will have no power to amend, modify, or delete any provision of this Agreement.
- D.** Expenses for the Arbitrator's services shall be shared equally by the City and the Association.

**E.** Each party, however, shall be responsible for the expenses of its own witnesses. Either party may have a transcript made at its own expense.

**F.** Time limits within which a particular grievance has to be processed and/or responded to may be extended by the Association and the City, by mutual agreement, in writing.

**SECTION 6.** No grievance shall be initiated after the close of the contract year in which the alleged grievance occurred, except that alleged grievances occurring in June may be instituted within thirty days after the close of the contract year in which the grievance is alleged to have occurred.

**SECTION 7.** Any disputes arising in the administration and/or interpretation of this Agreement will be first addressed through the procedures as set forth herein. Both parties agree that this provision shall be binding on their respective members. Further, both parties agree to mutually pay any or all costs resulting from violation of this section.

**SECTION 8.** Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through appointment of a board and through the procedures as provided under the Act.

**SECTION 9.** All practices, policy, customs and/or terms and conditions of employment beneficial to employees which are not specifically provided for elsewhere in this Agreement and which are the subject of mandatory negotiations shall remain in effect for the duration of this Agreement, unless mutually agreed to otherwise between the City and the Association. It is expressly understood by both parties that such past practices shall be only those in effect from the date of February 10, 1986. It is expressly understood by both parties that this clause shall not in any way apply to management's rights to administer the department.

## **ARTICLE 9 - DISCIPLINARY PROCEDURES**

In lieu of Section 75 of the Civil Service Law, a disciplinary proceeding shall be brought in front of a neutral third party mutually selected by the parties from a list supplied by the New York State Public Employment Relations Board.

## **ARTICLE 10 - RETIREMENT**

**SECTION 1.** The City agrees to provide the State non-contributory retirement plan for Police Officers generally termed the 1/60th non-contributory plan.

**SECTION 2.** The City agrees to provide for Police Officers a 25-year Retirement Plan at one-half pay.

**SECTION 3.** The City agrees in addition to the retirement benefits provided under Sections 1 and 2 above to provide for Police Officers the benefits provided under the provisions of subdivision F of Section 384 of the Retirement and Social Security Law as added by Chapter 1000 in the Laws of 1966.

**SECTION 4.** The City agrees in addition to the retirement benefits provided under Sections 1, 2 and 3 above to provide for Police Officers the following benefits under the New York State Policemen's and Firemen's Retirement System:

1. World War II veterans' service credit under Section 341, subdivision K.
2. Allowance for unused sick leave credit, Section 341, subdivision J.
3. Guaranteed ordinary death benefit under Section 360-B.
4. The twelve month final average salary provision for computation of retirement benefits under Section 302, subdivision 9 D.

**SECTION 5.** The City agrees, in addition to the retirement benefits provided under Sections 1, 2, 3, and 4 above, to provide for Police Officers the benefits under the New York State Policemen's and Firemen's Retirement System:

1. Twenty-year Retirement under Section 384-D.
2. Non-contributory improved career plan under Section 375-I.

**SECTION 6.** All employees who join the NYS Retirement System on or after January 1, 2010 will be covered by Tier V benefits and those who join on or after April 1, 2012 will be covered by Tier VI benefits. At anytime that the NYS Retirement System establishes a new Tier, any employee hired on or after that date shall be covered under the new Tier.

#### **ARTICLE 11 - SELF-INSURANCE PROGRAM**

- A.** Effective July 1, 1992, and until otherwise mutually agreed through collective negotiations and/or Interest Arbitration, the City of Watertown shall provide Group Hospitalization, Surgical Insurance, and Major Medical Insurance under a Self-Funded Insurance Plan administered by a Third Party Administrator, which will be POMCO.
- B.** All benefits, terms, conditions and coverages under the self-funded insurance plan shall, unless otherwise negotiated, duplicate each and every benefit, term, condition and coverage currently provided to the PBA through Blue Cross, Blue Select I, Option 4, with Enhancements, including all side letters thereto.
- C.** A separate Account shall be established by the City specifically for the funding and administration of this self-insurance program.

This Account will consist of all deposits, interest, and withdrawals related to said Program, it being understood that interest earned will be credited to this Account.

The City has agreed to absorb, in the General Fund, all service charges and all wire transfer charges related to this Account.

The City agrees that all moneys in this Account will remain intact and be used for the sole purpose of the self-insurance Program.

Unless otherwise negotiated, any surplus funds that may accumulate in this Account due to good claims experience will not be used to increase benefits or reduce premiums until a two (2) year evaluation period had passed.

**D.** The City agrees to charge a monthly premium equivalent to various appropriations and transfer funds on a monthly basis to the self-insurance Account. This monthly premium equivalent will be calculated per the following formula:

1. Multiply the number of family contracts x 2.24 (this factor is user to convert individual premium to family premium).
2. Add this to the number of individual contracts.
3. That equals the amount of covered lives.
4. Multiply # of covered lives x 12 = # of covered lives per year.
5. Divide the annual projected cost (which is projected claims for the year plus administrative fees plus stop loss coverages) by the # of covered lives per year.
6. That equals the monthly individual premium.
7. Multiply individual premium x 2.24 = monthly family premium.
8. If there is a reduction in the monthly premium equivalent, then the co-pay will be adjusted accordingly.

The PBA agrees that all references to 2.24 in Article 11 Section 4 will be changed to 2.88 if agreed upon by all of the remaining bargaining units.

**E.** 1. Effective and retroactive to July 1, 2012, the Health Insurance Premium Payments shall be thirteen (13%) percent of the premium costs.

2. Effective December 22, 2003, the duty to contribute to health insurance premiums, now and in the future, is in accordance with the following schedule:

- a. All employees hired on or before June 30, 1983, will not be required to make contributions toward premium costs of their individual or family coverage in their retirement.
- b. All employees hired on or after July 1, 1983 shall be obligated to contribute while an active employee and throughout retirement toward the premium costs of their individual and family coverage, which shall be in the same amount that active employees are obligated to pay which has been the City's past practice.

3. That in consideration of the PBA's acquiescence to this Program, the City agrees that the Association shall have the unfettered right to seek the elimination of co-pay through Interest Arbitration.

**F.** An Insurance Review Advisory Committee will be established no later than July 1, 1992, which shall consist of eight (8) people:

two (2) from each of the three (3) unions  
two (2) from the City of Watertown.

The purpose of this Advisory Committee shall be to review all activity of this self-insurance fund on no less than a quarterly basis, and to make recommendations to the respective unions and the City of Watertown, of any proposed conditions and changes of common interest. All such items of common interest will be addressed in the following manner:

1. Discussion by Advisory Committee
2. Upon majority vote by the Advisory Committee, said items will go to the unions' respective memberships for approval/disapproval.
3. Advisory Committees will meet again to discuss the various recommendations from the unions' memberships.
4. If there is unanimous consent of all three unions, such items go to the City Council, for approval.
5. If recommendations are rejected by the City Council, items of common interest will remain the same.

Nothing herein however shall preclude the PBA from addressing with the City, during negotiations for successor Contracts, issues of direct importance to the Association, and nothing herein shall preclude the PBA from pursuing said issues to and through PERB's Impasse Procedures, including Interest Arbitration; nothing herein shall supersede the PBA's sole and exclusive right to bargain for its members, in successor Contract negotiations, regardless of whether the other unions and/or the Advisory Committee agrees or disagrees with the PBA's demands, and nothing herein shall be deemed to be a waiver, by the PBA, of said right.

- G.** A Claims Appeal Committee shall also be established and shall consist of one (1) member from each union and two (2) members from the City, selected from within the Insurance Review Advisory Committee.

The purpose of the Appeals Committee shall be to review unresolved claims and determine whether or not it is a covered or a non-covered benefit.

An appeals procedure will be established by this Committee, and provided to all employees, in due course.

A majority vote of the Appeals Committee shall be final and binding on all matters within their jurisdiction.

This Committee will meet as often as necessary, but no less than once a month, if appeals are pending.

- H.** The City of Watertown will not have access to or be entitled to review either an employee or any of his dependents' medical file / history / diagnosis / prognosis and/or records, without express written consent.
- I.** Effective July 9, 1998, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of usual, customary and reasonable charges (UCR). In the event a unit member obtains covered medical services from a non-participating provider, reimbursement will be allowed for charges denied by the Claims Administrator in excess of

\$1,500 per year only when balance billed by the provider. The enrollee must provide evidence of balance bill payments for the base \$1,500 and the amount over \$1,500 (which is eligible for reimbursement).

- J.** Effective January 1, 2015, the co-pay for a retail 30-day prescription, a 30-day specialty prescription, and a mail-order prescription shall be \$10 for a generic, \$30 for a preferred brand, and \$50 for a non-preferred brand.
- K.** The City offers a Section 125 payment plan for health insurance expenses for all unit members who contribute towards health insurance coverage. Effective December 22, 2003, Child Care expenses will also be included in this plan.
- L.** For all employees hired on or after June 9, 1998, the City's obligation to pay the employees' share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.
- M.** For employees hired after June 9, 1998, retirement medical insurance paid for by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option accept a cash payment of \$1,000 annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.
- N.** Major Medical Deductible: There shall be a deductible of \$100 per person covered by the employee's plan; calculated and deducted based on 80/20 percent; total annual deductible shall be up to \$300 per family plan.
- O.** Health Insurance Buy-Out: There shall be offered an annual buy-out of \$1,250 for employees opting out of an individual health plan; and an annual buy-out of \$2,500 for employees completely opting out of family coverage. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes. Payment of this annual buy-out will be made on a bi-weekly basis. Amounts paid for the Health Insurance Buy-out shall not be used in determining the employee's regular rate of pay.
- P.** Medical Visit Co-pays: Effective January 1, 2017, co-payments for medical visits to participating providers shall be (\$15) dollars per visit. Co-payments for medical visits to non-participating providers shall be (\$30) dollars per visit.
- Q.** Effective December 22, 2003, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of a 30-day limit on inpatient psychiatric and mandatory pre-certification of inpatient admissions.

- R.** Deductibles: Effective January 1, 2016, the annual per person deductible shall be \$200. However, the maximum number of annual deductibles per calendar year for members of the same family is limited to three, for an annual family deductible of \$600.

## **ARTICLE 12 - NOTICE OF CHANGE IN CONDITIONS**

The City shall notify the Association at least seven days in advance of any change in working methods or conditions except when such change is unavoidable or required because of an emergency or major disaster.

## **ARTICLE 13 - SAFETY PROGRAM**

An Advisory Safety Committee shall be established within the Police Department consisting of three persons appointed as follows:

1. One member appointed by the Watertown Police Benevolent Association, Inc.
2. One member appointed by the Police Chief
3. One member appointed jointly by the Police Benevolent Association and the Police Chief

The Committee shall review, study and make recommendations to the Police Chief and the City Manager on activities within the Department relating to safety, such as but not limited to vehicular safety, building safety and building security.

Periodic meetings shall be held by the Committee within regular work hours. The frequency of meetings shall be determined by the Committee. The suggestions of the Committee shall be stated in writing to the Police Chief for his review and for the consideration of the City Manager.

## **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

**SECTION 1.** Police Officers shall not be required to pick up dead, sick, lost or stray animals in patrol cars.

### **SECTION 2.**

- A.** Effective July 1, 1990, the city implemented a Quarter Master System for the purchase and replacement of uniform items. Effective July 1, 1990 the City shall be responsible for purchasing initial uniform acquisition for new employees employed by the City Police Department.
- B.** Effective July 1, 1992 the City shall provide to each full-time employee of the Plainclothes Division a Five Hundred Dollar (\$500 per year clothing allowance for the purchase and maintenance of his/her uniform, which shall be paid no later than the last pay check dated in July of each year.

- C. Effective July 1, 2015 the City shall provide to each full-time employee \$150 per year allowance for the purchase of shoes, which shall be paid no later than the last pay check dated in July of each year.
- D. Effective July 1, 2001, the uniform cleaning allowance of Five Hundred Dollars (\$500) has been incorporated into the Police Pay Schedules. Each employee shall be responsible to maintain his or her uniform in a suitable fashion. Non-compliance with this section shall be the determination of the Police Chief and shall be subject to appropriate disciplinary action.
- E. Uniform articles shall be replaced by the City if damaged in any way while in the course of duty, or for normal wear and tear.
- F. The City shall replace eyeglasses and dentures of Police Officers, lost or broken in the line of duty, upon approval of the Chief of Police.

**SECTION 3.**

- A. Except as provided under Paragraph B of this Section, all vacancies in the Department shall be filled from appropriate eligible lists as provided by the Watertown Civil Service Commission.
- B. The City, at its option, shall have the right to fill vacancies for the entry level position of Police Officer through transfers of Bureau of Municipal Police Certified, Civil Service Police Officers in accordance with Section 58 of the New York State Civil Service Law. Such transfers shall be for entry level positions of Police Officer only and shall not apply to supervisory positions covered under this Agreement. Vacancies for supervisory positions shall be filled from appropriate eligible lists as provided by the Watertown Civil Service Commission.

**SECTION 4.** It is agreed by and between the parties hereto that this Agreement may be reopened for the purpose of considering any new matters and issues which may arise during the life of the Contract.

**SECTION 5.** Within annual budget appropriations of the Police Department; the City agrees to pay tuition at the rate of one course per semester at an accredited college for any Police Officers taking police related training subjects in the event that Federal L.E.E.P. Funds are exhausted. In no event shall payment be made by the City for tuition for a course without approval prior to enrollment obtained from the City Manager.

**SECTION 6.** Correspondence from the Watertown Police Benevolent Association, Inc. to the City Manager shall be answered by the City Manager within ten days of its receipt.

**SECTION 7.** Both parties agree that this Contract constitutes the present entire Agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc. Amendment to this Agreement in written form shall be valid when agreed to by both parties and annexed to this Agreement.

**SECTION 8.** Should new or future revisions to the Disciplinary Rules of the Watertown Police Department become necessary, it is agreed that such revisions shall be accomplished through work of a committee made up of members from the Association and members appointed by the City Manager.

**SECTION 9.** Both parties agree that this Contract constitutes the full and entire agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc. No verbal statement or other agreement in whatever form except as an amendment to this Agreement specifically designated as an amendment thereto shall supersede or vary as the case may be, any provisions of this Contract. Any prior written or verbal commitments between the City and the Watertown Police Benevolent Association, Inc. or any individual employees in the bargaining unit is hereby superseded.

**SECTION 10.**

- A. Effective July 1, 1987 the City shall make available a five thousand dollar (\$5,000) bonus retirement plan for employees with the Department who have twenty (20) years of time in the New York State Police Retirement System. Every officer who reaches his or her twentieth year in the Retirement System shall also be entitled to take advantage of this five thousand dollar (\$5,000) bonus plan. For the purpose of the 1987-88 Fiscal Year, all employees who have twenty (20) or more years of time in the Police Retirement System shall be considered to have twenty (20) years of time. The City shall provide a bonus schedule as follows:

First Year -	\$5,000
Second Year -	\$4,000
Third Year -	\$3,000

Employees hired on or after July 1, 2012 will not be eligible to receive this Retirement bonus.

- B. Police Officers who wish to participate in the bonus retirement plan must notify the City and the New York State Retirement System by January 1st of the calendar year. Police Officers who elect to participate in the bonus retirement plan and who notify the City by the first of the calendar year may not retire from active employment until after July 1st of the following fiscal year (July 1 through June 30).

**SECTION 12.** GML Section 207-c: The parties incorporate by reference the attached City of Watertown Section 207-c Procedures as negotiated between the parties hereto, during the course of negotiations for this agreement. Reference APPENDIX I.

**SECTION 13.** The parties agree to establish a joint advisory committee to review and streamline departmental rules and regulations.

**SECTION 14.** Deferred Compensation – Upon the completion of five years of service, individuals covered by this contract shall, annually, be entitled to sell up to twenty-four (24) vacation hours and sixteen (16) holiday hours and convert them into the City’s 457 Plan.

**ARTICLE 15 - COMPENSATORY LEAVE TIME**

- A. Unit members may opt to earn compensatory leave time in lieu of overtime, as detailed below. Such compensatory leave time shall be earned and calculated at the overtime rate of 1.5 times regular pay. Members of the bargaining unit assigned to transfer to 12-hour shifts will not be eligible to earn compensatory time.
- B. Officers entitled to compensatory time shall be permitted to continuously accumulate up to forty (40) working hours of compensatory leave time per year, to a maximum of 60 hours (40 x 1.5), per year. As time is taken, said totals may be replenished throughout the year on a rolling basis, but must be cashed out if not used by June 30 of each year. Such compensatory time shall be cashed out or paid at the salary rate in effect at the time it was actually earned. The granting of this time off shall be at the discretion of the Chief; and shall not generate additional overtime or ‘pyramiding.’ Subject to such constraints, approval of use of compensatory leave time shall not be unreasonably withheld by the Chief or his designee.

**ARTICLE 16 - RIGHT TO REVERT TO 8-HOUR SHIFTS**

Both the City and the PBA acknowledge that the departmental change to 12-hour shifts may become unworkable for either the Department’s Administration or the officers assigned to patrol. In recognition of this fact, the parties agree that either party may cause a reversion to 8-hour shifts by providing unilateral written notice to the other, at the addresses shown below, on or before May 1, 2016 of that party’s desire to return to 8-hour shifts commencing on July 1, 2016. In that event, neither party shall have any claim as against the other for a violation of the Collective Bargaining Agreement.

In the event of a reversion, the parties shall work to restore 8-hour shifts as they existed in the 2012-2014 Collective Bargaining Agreement, with adjustments to leave records, accrued sick time, etc. to be equitably made as of July 1, 2016. No changes to the salary schedules or other benefits under the Collective Bargaining Agreement shall be made as the result of a reversion.

Notice shall be as follows:

To the City:

City Manager  
245 Washington Street  
Watertown, New York 13601

With copy to:

Robert J. Slye, Esq., City Attorney  
104 Washington Street  
Watertown, New York 13601

To the Union:

PBA  
\_\_\_\_\_  
\_\_\_\_\_

With copy to:

Rocco A. DePerno, Esq., Attorney for PBA  
DePerno & Khanzadian  
704 Main Street, Box 83  
Sylvan Beach, New York 13157

**ARTICLE 17 - REQUIREMENTS OF STATE LAW**

**SECTION 1.** "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

DATED: \_\_\_\_\_

CITY OF WATERTOWN, NEW YORK

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Manager

DATED: \_\_\_\_\_

WATERTOWN POLICE BENEVOLENT  
ASSOCIATION, Inc.

BY: \_\_\_\_\_  
President

## SCHEDULE A

### CITY OF WATERTOWN WAGE CHART FOR POLICE DEPARTMENT (July 1, 2014)

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	48,700	50,946	53,298	55,776	58,375	61,100	
Police Detective	P8		55,776	58,375	61,100	63,725	66,468	
Police Sergeant	P10		61,100	63,725	66,468	69,369	72,405	75,593
Police Lieutenant	P14	68,074	70,992	74,056	77,276	80,655	84,204	87,931
Academy Pay Rate		42,235						
Academy Completion Rate		44,119						

**\*Effective 7/1/2014:** “G” step added to wage chart to replace the previously known “F+1” step used only for the Police Sergeant and Police Lieutenant assigned to the Criminal Investigation Division. When a Police Sergeant or Police Lieutenant is assigned to CID, he/she will move to the next step in their respective pay grade. The anniversary date for step increases will remain the date of promotion to the title of Police Sergeant or Police Lieutenant.

## SCHEDULE-B (8-hour shifts)

### CITY OF WATERTOWN WAGE CHART FOR POLICE DEPARTMENT (July 1, 2015)

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	49,917	52,220	54,630	57,171	59,834	62,627	
Police Detective	P8		57,171	59,834	62,627	65,318	68,130	
Police Sergeant	P10		62,627	65,318	68,130	71,103	74,215	77,483
Police Lieutenant	P14	69,776	72,767	75,908	79,208	82,671	86,310	90,130
Academy Pay Rate		43,291						

**\*Effective 7/1/2014:** “G” step added to wage chart to replace the previously known “F+1” step used only for the Police Sergeant and Police Lieutenant assigned to the Criminal Investigation Division. When a Police Sergeant or Police Lieutenant is assigned to CID, he/she will move to the next step in their respective pay grade. The anniversary date for step increases will remain the date of promotion to the title of Police Sergeant or Police Lieutenant.

## SCHEDULE-B (12-hour shifts\*)

### CITY OF WATERTOWN WAGE CHART FOR POLICE DEPARTMENT (July 1, 2015)

Title	Grade	A	B	C	D	E	F
Police Officer*	P6	52,413	54,831	57,361	60,030	62,826	65,758
Police Sergeant*	P10		65,758	68,584	71,536	74,658	77,926
Police Lieutenant*	P14	73,265	76,405	79,703	83,168	86,805	90,625
Academy Completion Rate		47,483					

## SCHEDULE C (8-hour shifts)

### CITY OF WATERTOWN WAGE CHART FOR POLICE DEPARTMENT (July 1, 2016)

Title	Grade	A	B	C	D	E	F	G*
Police Officer	P6	51,165	53,525	55,996	58,600	61,330	64,193	
Police Detective	P8		58,600	61,330	64,193	66,951	69,833	
Police Sergeant	P10		64,193	66,951	69,833	72,881	76,071	79,420
Police Lieutenant	P14	71,520	74,586	77,806	81,188	84,738	88,467	92,383
Academy Pay Rate		44,373						

**\*Effective 7/1/2014:** “G” step added to wage chart to replace the previously known “F+1” step used only for the Police Sergeant and Police Lieutenant assigned to the Criminal Investigation Division. When a Police Sergeant or Police Lieutenant is assigned to CID, he/she will move to the next step in their respective pay grade. The anniversary date for step increases will remain the date of promotion to the title of Police Sergeant or Police Lieutenant.

## SCHEDULE C (12-hour shifts\*)

### CITY OF WATERTOWN WAGE CHART FOR POLICE DEPARTMENT (July 1, 2016)

Title	Grade	A	B	C	D	E	F
Police Officer*	P6	53,723	56,201	58,796	61,530	64,396	67,403
Police Sergeant*	P10		67,403	70,299	73,325	76,525	79,875
Police Lieutenant*	P14	75,096	78,315	81,696	85,247	88,975	92,890
Academy Completion Rate		48,671					

# **APPENDIX I - 207-c Procedures**

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## CITY OF WATERTOWN § 207-c PROCEDURES

### Article I – Definitions:

(a) Benefits. The full amount of regular salary or wages, and the cost of medical treatment and hospital care necessitated by a disability arising from an injury sustained in the performance of an officer's duties or a sickness resulting from the performance of those duties payable to or on behalf of an eligible claimant pursuant to N.Y. General Municipal Law Section 207-c ("Section 207-c")

(b) Claimant. Any City of Watertown police officer applying for benefits under Section 207-c.

(c) Disability. The inability of a claimant to perform his/her duties as a police officer in the City of Watertown Police Department due to injuries sustained in the performance of those duties or due to sickness resulting from the performance of those duties.

(d) Police Chief. The Police Chief of the City of Watertown.

(e) Administrator. The individual or company designated by the City of Watertown as holding this title.

(f) Business Days. Monday through Friday, excluding holidays.

### Article II – Construction, Separability, and Compliance:

(a) If any provision of these procedures shall be held wholly or partially invalid or inapplicable to any person or situation, all other provisions of these procedures shall nonetheless remain fully effective. Furthermore, any provisions held to be invalid with respect to any particular person or situation shall not serve to invalidate that provision with respect to other persons or situations.

(b) These procedures shall in no way be construed to limit or otherwise affect any requirements for receiving benefits that are not covered herein, whether those requirements are imposed by statute, regulation, or court decision.

(c) The failure of any claimant to comply with the provisions of Section 207-c and these procedures may result in the delay of approval or denial of benefits.

### Article III – Application Procedures for Section 207-c Benefits.

(a) Filing of Report of Accident and Medical Authorization.

1. Within five (5) business days of an on-the-job incident causing injuries or within the same period of having been taken sick as a result of the performance of duties, an injured or sick police officer seeking Section 207-c benefits, or anyone acting on his or her behalf, shall file with the Police Chief: (a) a completed current form denominated as an "Employer's Report of Work-Related Accident or Occupational Disease" of the New York State Workers' Compensation Board; and (b) a signed, fully completed, HIPAA-Compliant Authorization for Release of Health Information as approved by the New York State Department of Health. The Police Chief shall, within an additional two (2) business days, forward the same to the City Manager's Office. The failure of the Police Chief to comply with this provision shall not be used to prejudice or curtail any of the claimant's rights under this Article.

2. The Employee's Report of Work Related Injury<sup>(1)</sup> serves as an incident report, and shall contain, as additional information, names and addresses of witnesses to any injury-causing incident.

3. Any Medical records provided to the City will be duplicated and provided to the police officer, at the City's expense, upon request.

4. The police officer or his or her representative shall be entitled to a receipt signed by the Police Chief upon the filing of the "Employer's Report of Work-Related Accident or Occupational Disease" form and authorization for release of health information described above.

(b) Payment of Benefits Prior to Determination of Eligibility.

1. If a police officer is disabled due to an alleged on-the-job incident and is thereby caused to miss work, and a form "Employer's Report of Work-Related Accident or Occupational Disease" and authorization for health information have been filed with the Police Chief within five (5) business days of the incident, the police officer will receive his or her benefits pursuant to Section 207-c, including regular salary and wages, from the first missed day of work. If a police officer or his or her representative have not filed the required Employee's Report of Work Related Injury and medical authorization within five (5) business days of the incident, the police officer will be considered to be on sick leave until such time as the Employee's Report of Work Related Injury and medical authorization are filed with the Police Chief.

2. If a police officer is ultimately determined to not be entitled to Section 207-c benefits, the City shall be entitled to recoupment of all Section 207-c benefits paid as set forth in Article VIII of these procedures.

3. Payment of a claimant's medical treatment and hospital care expenses shall not constitute an admission by the City of the claimant's eligibility for Section 207-c benefits.

(c) Preliminary Determination by Administrator.

1. Within fourteen (14) calendar days of submission of the Employee's Report of Work Related Injury and medical authorization to the Police Chief, the administrator shall issue a preliminary determination of eligibility in accordance with Article IV of these procedures. If the police officer's 207-c claim is preliminarily denied, then, within ten (10) days of receipt of the Administrator's preliminary determination, the police officer or any interested party on his or her behalf, may complete the claim for benefits (see Appendix A-4) form provided to the police officer by the Administrator with the preliminary denial letter (see Appendix A-3) and then may submit it and a Request for Reconsideration and Hearing (see Appendix A-5) to the Administrator.

2. If the claim for Section 207-c benefits is preliminarily accepted by the Administrator as a Section 207-c claim, then the police officer or his or her representative shall, within ten (10) days of receipt of the City's acceptance letter, complete and submit the application for 207-c benefits form (see Appendix A-4) provided with the preliminary acceptance letter.

3. The forms to be completed and submitted by the claimant, whether a claim is preliminarily denied, or accepted, shall be accompanied by the signed letter or certification of the police officer's treating physician that the claimed injury or sickness is causally related to the police officer's performance of duties. A completed current form known as "Doctor's Initial Report" of the NYS Workers' Compensation Board shall be sufficient for this requirement.

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<sup>1</sup>The filing of an Employee's Report of Work Related Injury form in support of a claim for benefits under Section 207-c as a report of accident shall not serve as an admission that an injury or illness is governed by Workers' Compensation in lieu of Section 207-c.

(d) Hearing Procedures.

1. Within thirty (30) calendar days of the police officer's submission of the Request for Reconsideration and Hearing and submission of a physician's certificate or letter or C-4 to the Administrator as provided for in the previous paragraph, a hearing date will be agreed upon between the parties. A police officer has the right to be represented by an attorney at the hearing. Unless impractical, the hearing will be held within sixty (60) days of the police officer's submission of the Request for Reconsideration and Hearing and submission of physician's certificate or letter or C-4.

2. The parties will select an independent hearing officer mutually agreed upon by the parties or their attorneys. If the parties cannot agree, then the parties shall jointly apply to PERB for a list of hearing officers from which a selection shall be made according to PERB rules.

3. Within thirty (30) calendar days of the closing of the hearing record, the hearing officer shall issue a written recommendation to the City Manager, based upon his or her findings of fact, limited to the police officer's eligibility to receive benefits under Section 207-c. Costs of the hearing shall be the sole responsibility of the City.

4. Within thirty (30) calendar days of receiving the hearing record, findings of fact and recommendation of the hearing officer, the City Manager shall make a final determination of the police officer's eligibility to receive benefits under Section 207-c. This final determination shall be in writing, and is reviewable pursuant to Article 78 of the CPLR.

5. If the police officer prevails in an Article 78 Proceeding challenging the City Manager's determination, he or she is entitled to reimbursement of attorneys' fees actually paid in prosecuting the proceeding, not to exceed the amount of the attorneys' fees paid to the City's attorneys for defending the proceeding. Each party is entitled to disclosure sufficient to insure the reasonableness of the attorneys' fees charged.

**Article IV – Authorities and Duties of the Administrator.**

(a) The Administrator shall have the sole and exclusive authority to make a preliminary determination as to whether a claimant is entitled to Section 207-c benefits. In making this decision, the Administrator shall examine the facts and circumstances of the case, evaluate the incident report and medical records provided pursuant to the claimant's authorization, and shall have the right to conduct an investigation to preliminarily determine whether the claim should be paid under Section 207-c.

(b) In making the preliminary determination, the Administrator shall have the authority to:

- (1) require the production of any book, document, or other record that pertains to the incident;
- (2) require the claimant to submit to one or more medical examinations at the City's expense;
- (3) require the attendance of the claimant to give a statement upon reasonable notice (claimant's counsel may be present);
- (4) require the claimant to sign HIPAA-compliant forms for the release medical information; and
- (5) employ any expert or specialist that may be helpful in reaching a determination upon a Section 207-c application.

**Article V – Clothing Allowance/Vacation Days/Sick Leave/Line-up Pay.**

(a) A Section 207-c eligible police officer shall have his or her clothing allowance prorated in that year for the time worked if the police officer is off duty for a total period greater than six (6) months.

(b) A Section 207-c eligible police officer's accumulated vacation days will be preserved, but no new days will be accumulated after six (6) months of disability. During the first six (6) months of disability, vacation days will accumulate only based upon time in service. A police officer on Section 207-c benefits shall be permitted to carry over all accumulated vacation days from one year to the next.

(c) Sick leave days will be preserved unless it is determined that the police officer is not entitled to Section 207-c benefits, at which time they will be applied to the City's recoupment of benefits paid as provided in Article VIII. There will be no sick leave day accumulation while a police officer is receiving Section 207-c benefits.

(d) A Section 207-c eligible police officer shall have his or her line-up pay prorated in that year for the time worked if that officer is off duty for a total period greater than six (6) months.

**Article VI – Medical Treatment, Reports and Payments.**

(a) Medical Treatment. The City may require any recipient of Section 207-c benefits to be treated for his or her injury or illness by a physician or physicians appointed by the City for this purpose in accordance with Section 207-c(1).

(b) Medical Inspections. The City may, from time to time, require any claimant to submit to one or more examinations by a physician or physicians chosen by the City for this task, at City's expense.

**Article VII – Light Duty Assignments.**

Police officers may be assigned to light duty as provided in Section 207-c (3). Police officers will be given written notice of their assignment to light duty by the Police Chief. The Police Chief shall notify the City Manager when any employee of the Police Department is assigned to light duty.

**Article VIII – Recoupment of Benefits Paid.**

(a) The City shall be permitted to recoup Section 207-c benefits paid when no timely request for a hearing is made after the Administrator's preliminary determination denies Section 207-c eligibility. The City shall also be entitled to recoup Section 207-c benefits paid after a final determination by the City Manager that the police officer was not eligible for Section 207-c benefits and the police officer does not seek Article 78 review. Finally, recoupment will be permitted against a police officer after an Article 78 Proceeding which is adverse to the police officer once all rights of appeal are exhausted or waived.

(b) The recoupment of lost wages will be first pursued through the police officer's sick leave unless the City agrees to an alternative at the City's sole discretion.

(c) If the police officer's sick leave is insufficient, then recoupment of lost wage benefits shall be sought through the police officer's vacation leave.

(d) If the police officer's sick leave and vacation leave are insufficient for recoupment of lost wage benefits paid, the City has a right to recoupment through the following garnishing techniques after demand for payment and no tender of payment is forthcoming from the police officer: (i) If the police officer is still employed by the City, up to 10% of their gross income may be garnished; (ii) For police officers who are about to retire, their "close out" pay will be used toward satisfaction of Section 207-c recoup obligations.

If the police officer is covered by the City's health insurance plan, recoupment of medical expenses shall first be sought from that plan. While the City is self-insured for health insurance, the City will accept a police officer's Section 207-c claim or Workers' Compensation Claim as notice for health insurance benefits purposes. If the City commences health insurance with a separate carrier, the parties agree that separate notice by the police officer to that carrier may be required.

#### **Article IX – Changes in the Condition of a Section 207-c Recipient.**

It is acknowledged that any Section 207-c recipient should notify the Administrator of any change affecting eligibility for benefits. To that end, the City may require certification by the 207-c recipient and his or her physician as frequently as every six (6) months that the recipient has been and continues to be disabled. If the City determines that any change of condition has occurred which enables the recipient to return to normal duties, and, if challenged, that determination is upheld, the recipient shall be liable to the City for all 207-c benefits received on or after the date of said change arose, which date shall be either the date of certification by the City's physician or the date it was proved to have arisen.

#### **Article X – Right to Perpetual Review and Examination.**

(a) Police officers receiving Section 207-c benefits shall submit to medical examinations and inspections as required by the City. The number, time, place and manner of the medical examinations or inspections shall be reasonable. The City shall pay all costs associated with attending any medical exam required by the Administrator. For purposes of calculating such costs, the police officer's residence shall be considered the City of Watertown.

(b) Based upon the medical examinations and inspections, or other factual information coming to the knowledge of the City, the City may require a hearing to determine the police officer's continued eligibility to receive Section 207-c benefits. The City shall notify the Section 207-c recipient by certified letter of its desire to hold such a hearing to contest continued eligibility or to otherwise change eligibility for Section 207-c benefits. The hearing shall be conducted by one of the Hearing Officers selected by the parties to hear claims for 207-c benefits, who shall make recommendations to the City Manager as outlined in Article III of this Agreement.

#### **Article XI – Exclusivity of Procedures.**

These procedures are the sole exclusive procedures for determining a police officer's eligibility for benefits under Section 207-c. As such, a police officer shall have no right to

challenge decisions of the Administrator or City Manager regarding eligibility or continued eligibility for Section 207-c benefits under the grievance machinery included in any collective bargaining agreement to which the police officer or his or her collective bargaining representatives are a party.

Either party may file a grievance for a violation of these procedures. The scope of the arbitrator's authority will be solely to determine whether the procedures were complied with or violated.

## APPENDIX

- A-1 Claimant's Authorization to Disclose Health Information
- A-2 Employee's Report of Work Related Injury
- A-3 Preliminary Determination of Entitlement to Section 207-c  
Report of Injury
- A-4 Claim for Benefits Under Section 207-c of the General Municipal  
Law, City of Watertown Police Department
- A-5 Request for Reconsideration and Hearing
- A-6 Doctor's Initial Report, C-4

Ord No. 1

December 9, 2014

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Bond Ordinance – City Court Expansion

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Included in the Fiscal Year 2014-15 Capital Budget was the project to expand the City Court Facility to include a second courtroom to accommodate the second full-time judge and construct a secure prisoner entrance at an estimated cost of \$ 948,000.

Included in tonight's agenda is a resolution to approve the agreement with the MRB Group in the amount of \$ 114,880. If the resolution were approved, City Council must also approve the following bond ordinance to provide financing for the project.

A summary of the project's estimated costs are as follows:

MRB Group	\$ 114,880
Estimated construction costs	823,120
Estimated bonding fees and contingency	<u>10,000</u>
	<u>\$ 948,000</u>

# ORDINANCE

Page 1 of 6

An Ordinance Authorizing the Issuance of \$948,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of City Court Renovations, in and for Said City

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 December 15, 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 \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_, to wit:

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of City Court renovations, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$948,000 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 specific object or purpose is \$948,000 and that the plan for the financing thereof is by the issuance of the \$948,000 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 by the amount of any State and, or Federal aid or any other revenue received by the City from

# ORDINANCE

Page 2 of 6

An Ordinance Authorizing the Issuance of \$948,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of City Court Renovations, in and for Said City

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

other sources for such specific object or purpose, which monies are hereby appropriated therefor.

Section 3. It is hereby determined that the City Court building is a class "A" building and that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Watertown, Jefferson County, New York, by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the City, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

# ORDINANCE

Page 3 of 6

An Ordinance Authorizing the Issuance of \$948,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of City Court Renovations, in and for Said City

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

Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Comptroller. Such notes shall be of such terms, form and contents as may be prescribed by said City Comptroller consistent with the provisions of the Local Finance Law.

Section 9. The City Comptroller is hereby further authorized, at his or her sole discretion, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this resolution is to give the City Comptroller sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of the City Comptroller.

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of its City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

# ORDINANCE

Page 4 of 6

An Ordinance Authorizing the Issuance of \$948,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of City Court Renovations, in and for Said City

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 .....

Section 12. 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 resolution 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 13. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 14. This ordinance, which takes effect immediately, 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.

Unanimous consent moved by \_\_\_\_\_, seconded by \_\_\_\_\_, 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 6

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 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Mayor GRAHAM, Jeffrey E.

Total .....

YEA	NAY

The ordinance was thereupon declared duly adopted.

\* \* \* \* \*

## APPROVED BY THE MAYOR

\_\_\_\_\_, 2014.  
Mayor

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF JEFFERSON )

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on December 15, 2014, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

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

ORDINANCE

Page 6 of 6

An Ordinance Authorizing the Issuance of \$948,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of City Court Renovations, in and for Said City

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

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 Notice      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 December 15, 2014.

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Tabled

December 8, 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

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The attached Resolution was introduced and Tabled on October 20, 2014.  
A copy of the Agreement can be found in the Agenda for the October 20 meeting.

It is recommended that this Resolution remain Tabled until a response is  
received from the New York State Department of 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
	4

***Introduced by***

Council Member Teresa R. Macaluso

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** Council Member Roxanne M. Burns

December 9, 2014

To: Ms. Sharon Addison, City Manager  
From: Erin E. Gardner, Superintendent of Parks and Recreation  
Subject: Broomball Equipment Fee

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The Parks and Recreation Department has recently had requests for private rental groups to rent the ice and split their time between broomball and ice skating. Our current fee to rent the ice is \$70.00 per hour for students or \$80.00 per hour for adults. We currently do not have a fee for the rental of broomball equipment. Superintendent Gardner is suggesting a fee of \$2.00 per broom. Superintendent Gardner will be available for questions.

December 10, 2014

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: FY 2014-15 Fuel Budget Analysis

This report was prepared in response to the Mayor's inquiry of the impact to the Fiscal Year 2014-15 budgets relative to the drop in fuel prices. The Fiscal Year 2014-15 budgets were built based on an estimated \$3.40 per gallon for diesel fuel and \$3.15 per gallon for unleaded fuel.

The following chart indicates that the year-to-date average diesel price per gallon is \$2.92 resulting in a budgetary savings of \$14,780 and the year-to-date average unleaded gasoline price per gallon is \$2.91 resulting in a budgetary savings of \$4,398.

Date	Gallons	Price Per Gallon	Diesel Cost
7/11/2014	2,900	\$ 3.06	\$ 8,869
7/22/2014	2,150	\$ 3.05	\$ 6,565
7/30/2014	2,140	\$ 3.07	\$ 6,580
8/11/2014	2,413	\$ 3.13	\$ 7,560
8/19/2014	1,300	\$ 3.12	\$ 4,060
8/29/2014	2,132	\$ 3.06	\$ 6,522
9/9/2014	2,250	\$ 3.06	\$ 6,896
9/24/2014	2,797	\$ 2.94	\$ 8,226
10/8/2014	2,000	\$ 2.86	\$ 5,724
10/23/2014	2,061	\$ 2.69	\$ 5,554
11/4/2014	3,191	\$ 2.75	\$ 8,763
11/17/2014	3,210	\$ 2.68	\$ 8,595
11/25/2014	2,234	\$ 2.66	\$ 5,952
Total	30,778	\$ 2.92	\$ 89,866
Cost @ Budget Rate	30,778	\$ 3.40	\$ 104,646
Budgetary Savings			\$ (14,780)

Date	Gallons	Price Per Gallon	Unleaded Cost
7/3/2014	950	\$ 3.24	\$ 3,078
7/11/2014	1,034	\$ 3.14	\$ 3,247
7/22/2014	1,259	\$ 3.09	\$ 3,887
7/30/2014	1,350	\$ 3.08	\$ 4,151
8/8/2014	1,395	\$ 2.98	\$ 4,153
8/19/2014	1,037	\$ 2.99	\$ 3,101
8/29/2014	1,257	\$ 3.04	\$ 3,826
9/9/2014	1,265	\$ 3.07	\$ 3,882
9/17/2014	1,000	\$ 3.01	\$ 3,007
9/30/2014	1,350	\$ 3.05	\$ 4,117
10/8/2014	1,050	\$ 2.98	\$ 3,127
10/22/2014	1,550	\$ 2.65	\$ 4,100
11/4/2014	1,259	\$ 2.59	\$ 3,260
11/13/2014	1,265	\$ 2.50	\$ 3,165
11/25/2014	1,254	\$ 2.45	\$ 3,066
Total	18,275	\$ 2.91	\$ 53,167
Cost @ Budget Rate	18,275	\$ 3.15	\$ 57,565
Budgetary Savings			\$ (4,398)