

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, July 20, 2015

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, July 20, 2015, 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

AWARDS

Fire Department
Police Department

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Approving Change Order No. 3 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring
- Resolution No. 2 - Approving Change Order No. 1 for Watertown Arena Renovation Project, Electrical Work, Lawman Heating and Cooling, Inc.
- Resolution No. 3 - Accepting Proposal for Worker's Compensation and Claims Administration Services, General Municipal Law 207a and 207c, POMCO Group
- Resolution No. 4 - Approving Pivot Employee Assistance Services Contract
- Resolution No. 5 - Approving the City of Watertown CitiBus Department Title VI Submission
- Resolution No. 6 - Approving Purchasing Policy Revisions

Resolution No. 7 - Contract Extension - Paratransit Services,
Guilfoyle Ambulance Service

ORDINANCES

Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$650,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Purchase and Installation of Water Meters, in and for Said City

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

Tabled	Resolution Re-Bid for Production Services for Webcasting, Steve Weed Productions
Laid Over Under the Rules	An Ordinance Authorizing the Issuance of \$190,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Boiler Replacements at City Hall, in and for Said City
Laid Over Under the Rules	Ordinance Amending City Municipal Code § 293, Vehicles and Traffic

STAFF REPORTS

1. Request for Abate of Water Charges, 742 Morrison Street
2. Palmer Street Acquisition Process
3. Property Offer – 209 Sterling Street (Parcel 11-01-105.000)
4. 424 Vanduzee Street – Former D.O.T. Facility
5. Proposed Arena Fees
6. Park Alienation and Conversion Processes
7. Properties on State Street
8. Tax Sale Properties
9. Letter from Chief Dale Herman on Brookfield Power Donation
10. Tree Planting Grant – Northern New York Community Foundation
11. Sales Tax Revenue – June 2015

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
AUGUST 3, 2015.**

Res Nos. 1 and 2

July 10, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Change Orders for Watertown Municipal Arena Renovation,
Bette & Cring and Lawman Heating and Cooling, Inc.

On March 30, 2015, City Council approved several bids for the Watertown Municipal Arena Renovation, for a total bid award of \$9,141,000. Work is progressing on this project. Change Orders were submitted and approved on June 15, 2015, which brought the total of all four contracts to \$9,195,093.75.

As detailed in City Engineer Justin L. Wood's attached report, two Change Orders have now been submitted resulting in an increase bringing the total of all four contracts to \$9,214,783.43. The current Bond Ordinance has sufficient funding for these Change Orders. A summary of the project's current costs are as follows:

Stantec		
-Base contract	\$ 99,790	
-Change order #1	510,403	
-Change order #2	<u>78,000</u>	
		\$ 688,193
Bette & Cring (General Construction)	6,268,000	
-Change order #1	(31,260)	
-Change order #2	20,543	
-Change order #3	<u>20,790</u>	
		6,278,073
Lawman Heating & Cooling (Mechanical)		1,229,000
Lawman Heating & Cooling (Plumbing/Fire Protection)		
-Base contract	\$668,000	
-Change order #1	<u>64,811</u>	
		732,811
Lawman Heating & Cooling (Electrical)	976,000	
-Change order #3	<u>(1,101)</u>	
		974,899
Furniture, fixtures and equipment (estimate)		175,000
Construction inspection (estimate)		150,000
Special inspection & testing (estimate)		50,000

Air monitoring (estimate)	20,000
Geotech services and hazardous material testing (estimate)	35,000
Bonding and contingency costs	<u>67,024</u>
Total Bond Ordinance	<u>\$ 10,400,000</u>

Attached for Council consideration are two Resolutions for these Change Orders as described in Mr. Wood's report.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 9 July 2015

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Watertown Municipal Arena Renovation – Change Orders

The following memorandum summarizes a series of change orders (CO) which have affected the contract price of the Arena Renovation project, and require City Council approval. **The CO's being presented at this time result in a net increase of \$19,689.68, bringing the total contract amount to \$9,214,783.43.**

The original contracts awarded and previously approved change orders for the Arena Renovation project are as follows:

Contract 1 – General Contract
Bette & Cring
Base Bid = \$6,268,000.00
CO-1 - \$31,260.00 (credit)
CO-2 + \$20,543.00
Current Contract = \$6,257,283.00

Contract 3 – Plumbing Contract
Lawman Heating and Cooling, Inc.
Base Bid = \$668,000.00
CO-1 + \$64,810.75
Current Contract = \$732,810.75

Contract 2 – Mechanical Contract
Lawman Heating and Cooling, Inc.
Base Bid = \$1,229,000.00

Contract 4 – Electrical Contract
Lawman Heating and Cooling, Inc.
Base Bid = \$976,000.00

The Original Base Bid award total: \$9,141,000.00
The Current Contract amount total: \$9,195,093.75 (increase of \$54,093.75)
The New Contract amount total: \$9,214,783.43 (increase of \$19,689.68)

While we strive to develop the best design possible whether it be done in house or by a consultant, it is not unreasonable to expect field changes resulting in a 5% cost increase (\$450k) or more for a project of this magnitude.

The revised contract amount equates to a total increase of 0.8% or \$73,783.43 over the original base bid award.

- CO-GC 1-003 results in a net increase in Contract 1 – General Contract, with Bette & Cring, by \$20,790.42, for a new total contract sum of \$6,278,073.42.
- CO-EC 4-001 is a net decrease in Contract 4 – Electrical Contract, with Lawman Heating & Cooling, Inc., by \$1,100.74, for a new total contract sum of \$974,899.26.

A summary of the changes and costs follow.

General Contract #1

CO-GC 1-003

Provide steel beams to support 2 nd floor across two walkways.	<i>Increase</i>	\$ 2,528.73
Provide steel beams to support 2 nd floor across new locker room.	<i>Increase</i>	\$17,406.94
Remove structural steel at the NE corner of the building addition.	<i>Increase</i>	\$ 6,525.75
Reduced costs by raising an interior foundation wall.	<i>Decrease</i>	<u>(\$ 5,671.00)</u>
	TOTAL	\$20,790.42

Contract 1 – General Contract

Original Contract	\$ 6,268,000.00
- CO 1-001	\$ 31,260.00 (credit)
+ CO 1-002	\$ 20,543.00
+ CO 1-003	\$ 20,790.42
New Contract Amount	\$ 6,278,073.42

Electrical Contract #4

CO-EC 4-001

Provide a transmitter for the Marquee Sign.	<i>Increase</i>	\$1,328.25
Provide additional exterior lighting.	<i>Increase</i>	\$ 132.09
Relocate underground utility conduits.	<i>Decrease</i>	<u>(\$2,561.08)</u>
	TOTAL	(\$1,100.74)

Contract 4 – Electrical Contract

Original Contract	\$ 976,000.00
- CO 4-001	\$ 1,100.74 (credit)
New Contract Amount	\$ 974,899.26

cc: Amy Pastuf, Purchasing Manager
Erin Gardner, Superintendent of Parks and Recreation
Jim Mills, City Comptroller

RESOLUTION

Page 1 of 1

Approving Change Order No. 3 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

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 on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Bette & Cring in the amount of \$6,268,000 as the General Contractor for the Watertown Municipal Arena Renovation, and

WHEREAS on June 15, 2015, City Council approved Change Order No. 1 in the decreased amount of \$31,260 for changing to a hydraulic elevator, and

WHEREAS also on June 15, 2015, City Council approved Change Order No. 2 in the increased amount of \$20,543 for storm and sanitary separation, as well as removal of high hat channel, and

WHEREAS Bette & Cring has now submitted Change Order No. 3 in the amount of \$20,790.42 to cover the cost of steel support beams on the second floor and removing structural steel in the northeast corner of the building addition,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 3 to the contract with Bette & Cring in the increased amount of \$20,790.42 for the Watertown Municipal Arena Renovation, a copy of which is attached and made part of this Resolution, bringing the total General Contractor amount to \$6,278,073.42, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison be authorized and directed to sign the Change Order on behalf of the City of Watertown.

Seconded by



Document G701/CMa™ - 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
City of Watertown 2015-025
245 Washington Street
Watertown, NY 13601

CHANGE ORDER NUMBER: 1-003
INITIATION DATE: 6/19/15

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
Bette & Cring
18438 US Route 11
Watertown, NY 13601

PROJECT NUMBERS: 2015-025 /
CONTRACT DATE: April 6, 2015
CONTRACT FOR: General
Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

Plank Support per ASI-005 \$2,528.73
Raise Interior Footing South of B-Line (\$5,671.00)
Additional Steel Removal @ NE Addition Tie-In per ASI-004 \$6,525.75
Provide Plank Bearing per ASI-012R1 \$17,406.94

The original Contract Sum was	\$	6,268,000.00
Net change by previously authorized Change Orders	\$	-10,717.00
The Contract Sum prior to this Change Order was	\$	6,257,283.00
The Contract Sum will be increased by this Change Order in the amount of	\$	20,790.42
The new Contract Sum including this Change Order will be	\$	6,278,073.42

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Bernier, Carr & Associates, Engineers, Architects, & Land
Surveyors, PC

CONSTRUCTION MANAGER (Firm name)
327 Mullin Street, Watertown, NY 13601

ADDRESS

Larry Coburn
BY (Signature)
LARRY COBURN **DATE:** 6/22/15
(Typed name)

Bette & Cring

CONTRACTOR (Firm name)
18438 US Route 11, Watertown, NY 13601

ADDRESS

W.N. MATOTT
BY (Signature)
W.N. MATOTT **DATE:** 6/23/15
(Typed name)

Stantec Consulting

ARCHITECT (Firm name)
61 Commerical Street, Rochester, NY 14614

ADDRESS

Jeri Pickett
BY (Signature)
Jerri Pickett **DATE:** 6/25/15
(Typed name)

City of Watertown

OWNER (Firm name)
245 Washington Street, Watertown, NY 13601

ADDRESS

BY (Signature)
DATE:



Thursday, June 11, 2015

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 006
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 006
Date: 20-May-15
Description: Plank Support Per ASI-005
Proposed Amt: \$2,528.73
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Plank Support Per ASI-005	\$2,528.73	

Total:\$2,528.73

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC.

A handwritten signature in black ink, appearing to read 'Nick Matott', is written over a horizontal line.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-006 Plank Support Per ASI-005				
Description	Qty	Units	Rate	Total
Cardinal Construction				
Provide Steel Beams	1	LS		\$ 2,260.24
The Leone Companies				
Paint Steel Beams	1	LS		\$ 148.07
				\$ 2,408.31
B&C's 5% OH&P	5%	OH&P	\$ 2,408.31	\$ 120.42
TOTAL				\$ 2,528.73
(T) Taxable				



Cardinal Construction NY, Inc.

Post Office Box 565, 321 Lakeview Dr., Dexter, New York 13634

Tel: (315) 639-6607 Fax (315) 639-3090

Nick Mattot, Project Manager
Bette & Cring, LLC
18438 US Route 11
Watertown, NY 13601

June 2, 2015

Re: Renovations to Watertown Municipal Arena
S-SK-2 W8 x 24

A/E: Stantech

Dear Nick,

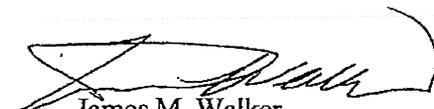
Cardinal Construction NY, Inc. is please to provide the following cost break regarding Additional W8 x 24 Beams and Embed Plates per the sketch S-SK-2.

Material	\$ 914.90
Labor	\$ 720.10
Equipment	\$ 100.00
Project Management	\$ 144.02
Consumables	\$ 86.41
SUBTOTAL	\$1,965.43
Mark-up 15%	\$ 294.81
	<u>\$2,260.24</u>

Total CO Request: \$2,260.00

Pricing good for 15 days
Terms – NET 30 –

Sincerely,



James M. Walker
President

From: Mike Leone [leonepainting@gmail.com]
Sent: Tuesday, June 09, 2015 5:00 PM
To: Matott, Nick
Subject: RFP -007, Watertown Ice Arena

Price quote to prep and paint beams and bearing plates per drawing S-SK-2

labor = 2 hours @ \$55.41 = \$110.82
material = 1# @ \$17.94 = \$17.94
Total for RFP -007 = \$128.76
 \$19.31 15% OH&P

 \$148.07

Mike Leone
The Leone Companies
Cell: 315-952-2868
Fax: 315-706-0020
leonepainting@gmail.com
OSHA 30 CARDHOLDER
The Leone Companies is formerly Leone Painting Inc. - QUALITY WORK ON TIME!



AIA[®]

Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address):*

Watertown
Watertown NY

**ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:** 005

OWNER:

ARCHITECT:

CONSULTANT:

CONTRACTOR:

FIELD:

OTHER:

OWNER *(Name and address):*

City of Watertown

DATE OF ISSUANCE: 5/19/15

CONTRACT FOR: General Construction

FROM ARCHITECT *(Name and
address):*

Stantec Consulting
61 Commercial St
Rochester, NY

CONTRACT DATE:

TO CONTRACTOR *(Name and
address):*

Bette Cring
18438 US Route 11
Watertown NY

ARCHITECT'S PROJECT NUMBER:
191060204

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

Provide proposal for W8x24 beams as shown in RFI # 008 and S-SK-2.

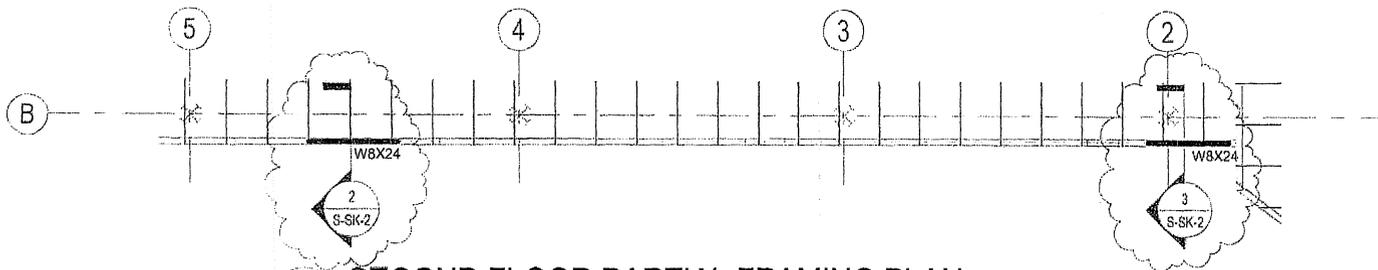
ATTACHMENTS:

(Here insert listing of documents that support description.)

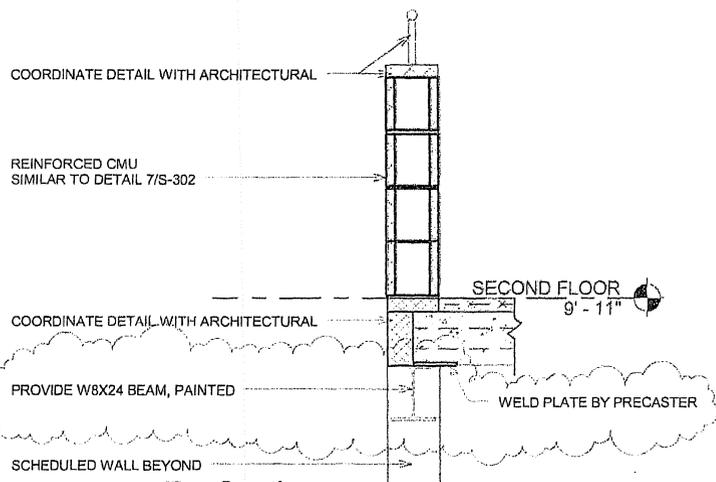
ISSUED BY THE ARCHITECT:

(Signature)

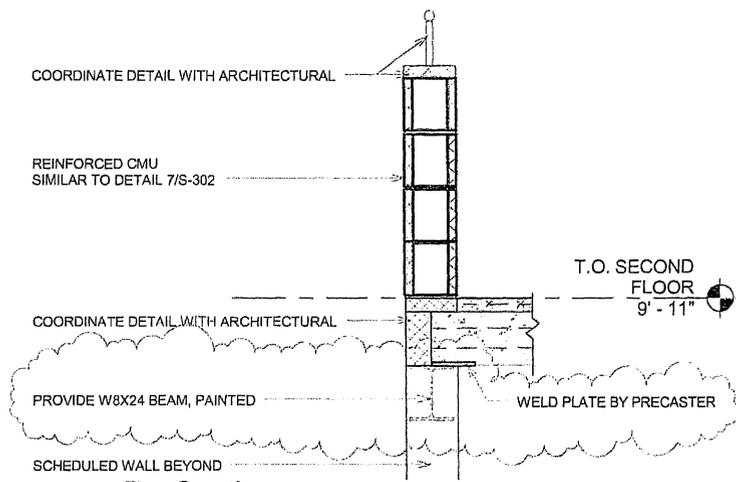
(Printed name and title)



1 SECOND FLOOR PARTIAL FRAMING PLAN
 S-SK-2 SCALE: 3/32" = 1'-0"



2 Section
 S-SK-2 SCALE: 3/4" = 1'-0"



3 Section
 S-SK-2 SCALE: 3/4" = 1'-0"

5/19/2015 9:01:39 PM C:\temp\Revit Local Files\311c.wma 191060204.rvt



Client/Project City of Watertown Watertown Municipal Arena	Title RFI 008
RFI 008 - S-SK-2 Revision	5-19-15 2015 MAY 03
Project No 191060204	Reference Sheet S-SK-2



Tuesday, June 02, 2015

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

**RE: Potential Change Order # 007
Watertown Ice Arena- 1523**

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 007
Date: 02-Jun-15
Description: Raise Interior Footing So. of B-Line
Proposed Amt: (\$5,671.00)
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Raise Interior Footing So. of B-Line	(\$5,671.00)	

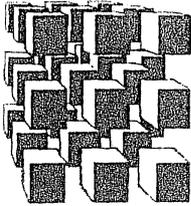
Total:(\$5,671.00)

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-007 Raise Interior Footing So. Of B-Line				
Description	Qty	Units	Rate	Total
Lawman Heating & Cooling	1	LS	\$ (3,150.50)	\$ (3,150.50)
Loomis Masonry	1	LS	\$ (2,520.00)	\$ (2,520.00)
TOTAL				\$ (5,671)



CME
Associates, Inc.

6035 Corporate Drive
East Syracuse, New York 13057
(315) 701-0522
(315) 701-0526 (Fax)
www.cmeassociates.com

Transmittal

June 12, 2015

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

Attn: Mr. Justin Wood, P.E., City Engineer

Re: Arena Rehabilitation Project
Watertown, New York
CME Project No.: 26974-05

Gentlepeople:

Enclosed you will find...

<u>Number of Copies</u>
3

<u>Report Number/Description</u>
26974G-02-0615/Bearing Grade Examination

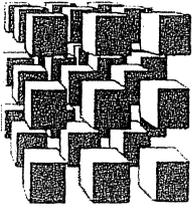
This report was emailed to Mr. Justin Wood at jwood@watertown-ny.gov on 06/15/15.

Respectfully submitted,
CME Associates, Inc.

Christopher R. Paolini, P.E.
Senior Vice President

CP.nlb

Cc: Mr. Larry Coburn
lcoburn@thebcgroup.com



CME
Associates, Inc.

6035 Corporate Drive
East Syracuse, New York 13057
(315) 701-0522
(315) 701-0526 (Fax)

www.cmeassociates.com

DAILY PROGRESS REPORT

PROJECT: Arena Rehabilitation **PAGE:**1 of 2 **REPORT NO.:** 26974G-02-0615
Project, Watertown, NY

CLIENT: City of Watertown

REPRESENTATIVE: M. Hurst, EIT

DATE: 06/11/15 **WEATHER:** Indoors

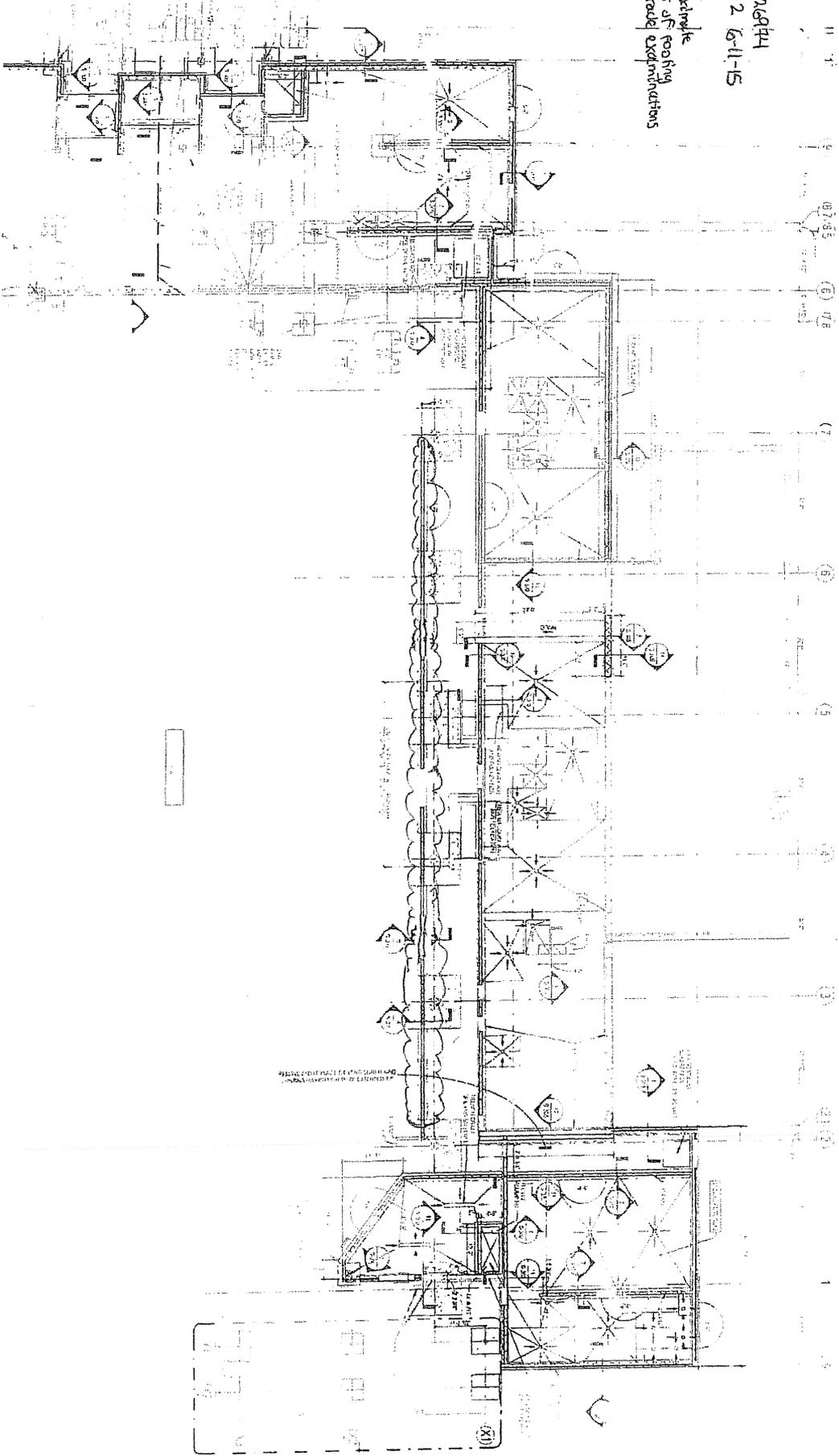
TEMPERATURE: 70 °F

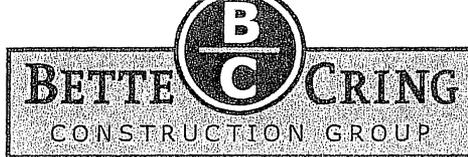
This CME Representative was at the above referenced project to conduct a footing bearing grade examination. Please refer to the map on page 2 for approximate location. According to CME's Geotechnical Report (CME Report No.: 26974B-01R-1214), the Presumptive Soil Bearing Pressure is 3,000 psf.

At the location shown on the attached map, excavation was made to reported bearing grade revealing Brown Gravelly Sand. The soil at this location and elevation is consistent with what is expected according to the boring logs in CME's geotechnical report. The exposed grades were probed and examined utilizing a ½" diameter soil probe with approximately 100 lbs. of downward force applied. Penetrations of ¼" to 1¼" into the exposed grades were noted. The exposed grades were firm and stable, and met the presumptive soil bearing pressure, at this time. Following examination, the exposed grades were compacted utilizing a Stone S-52 plate tamper on vibratory mode (operational force is approximately 2,200 pounds), making several passes.

Mr. Larry Coburn with Bernier, Carr & Associates was orally informed of today's examination results.

Key
② - Approximate
locations of roofing
bearing grade examinations





Wednesday, June 10, 2015

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

**RE: Potential Change Order # 009
Watertown Ice Arena- 1523**

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 009
Date: 02-Jun-15
Description: Additional Steel Removal @ NE Addition Tie-in Per ASI-004
Proposed Amt: \$6,525.75
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Additional Steel Removal @ NE Addition Tie-in Per ASI-004	\$6,525.75	

Total:\$6,525.75

Excludes lead removal.

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,

BETTE & CRING, LLC.


Nick Matott

Watertown Ice Arena				
PROPOSAL: PCO-009 Additional Steel Removal @ NE Addition Tie-in Per ASI-004				
Description	Qty	Units	Rate	Total
Cardinal Construction	1	LS	\$ 6,215.00	\$ 6,215.00
B&C's 5% OH&P	5%	OH&P	\$ 6,215.00	\$ 310.75
Total				\$ 6,525.75
Does not include lead removal				



Cardinal Construction NY, Inc.
Post Office Box 565, 321 Lakeview Dr., Dexter, New York 13634
Tel: (315) 639-6607 Fax (315) 639-3090

Nick Mattot, Project Manager
Bette & Cring, LLC
18438 US Route 11
Watertown, NY 13601

June 1, 2015

Re: Renovations to Watertown Municipal Arena
Demolition of Steel at 2 Line to 1 Line and B.1 Line to B Line
A/E: Stantech

Dear Nick,

Cardinal Construction NY, Inc. is please to provide the following cost break regarding Demolition of Steel at 2 Line to 1 Line and B.1 Line to B Line:

Equipment	\$1,875.00
Labor	\$3,205.40
Consumables	<u>\$ 324.05</u>
SUBTOTAL	\$5,404.45
Mark-up 15%	<u>\$ 810.67</u>
	\$6,215.12

Total CO Request: \$6,215.00

Pricing good for 15 days
Terms – NET 30 –

Sincerely,

James M. Walker
President

CITY OF WATERTOWN, NEW YORK

Watertown Municipal Arena

REQUEST FOR INFORMATION

Contact Name:	RFI #:	6
Contractor: Bette & Cring	Date:	5/7/2015
Address:	Phone:	
	Fax:	
	Email:	

Specification No.:	Page No.:
Plan Sheet No.:	Detail:

REQUEST: Please provide details showing the extent of structural steel removals and how to modifying the existing structural steel after removals, at the NE addition tie-in. We are looking for details similar to what was detailed for the press box area in details 8 & 9/S-301. Please reference attached additional information.

Proposed Solution (if applicable):

By:	Signature:
-----	------------

RESPONSE:
See ASI #4. See Response to B&C RFI Attached. See SSK-5.

By:	Signature: Matthew Abate 5/20/2015
-----	------------------------------------

After reviewing the response, does the contractor anticipate:

- That a change order will be required? Yes No
- That there will be an increase in the cost of the project? Yes No



BETTE & CRING
 CONSTRUCTION GROUP

Bette & Cring
 18438 US Route 11
 Watertown, New York
 Phone (315) 782-0074
 Fax (315) 782-5159

B&C RFI #

Number assigned by

REQUEST FOR INFORMATION OR CLARIFICATION

Reference B&C # 1523 Watertown Arena

__ pages

DATE EMAILED 5/7/2015

TO: Nick Mattot

PHONE: (315) 782-0074

Information Requested By: Don Jones

RFI-006

Subject: Specification Section:

Reference drawing(s) # A-112, A-115, A-130, A-200, A-304, and A-316.

Request:

- 1) Per drawing A-115 the new finish floor elevation is 9'-11" in Corridor 207A. The bottom of the truss beam at 2 line is at 17'-0". That leaves 7'-1" of head room under the beam. Door 207.1 is located directly under this column line. That is a 3'-8" X 6'-8" door and will fit under the beam.
- 2) Moving east to Corridor 207 the finish floor is at 11'-3". There is an 8" beam in the existing / new wall between Corridor 207 and Equipment Platform 212. The bottom of beam is again at 17'-0" AFF. There is a set of steps to bring you to the FF elevation of 13'-4" to the Equipment Platform. That leaves 3'-8" to install door 212.1. The bottom of the roof deck at this location is at 22'-4 1/2" AFF or 9'-0 1/2" above FF elevation 13'-4". This door is a 3'-0" X 7'-0" door opening.
- 3) The existing roof overhang is about 5'-6" beyond the wall between the same rooms as noted in item 2. If the overhang is not removed it will interfere with door opening 208.1 that is located 3'-0" from the north wall. Bottom of soffit framing is at 17'-0" AFF and finish floor is at 11'-3" in Corridor 207 and Storage 208 leaving 5'-9". Door 208.1 is a 3'-0" X 7'-0" door.

Please advise.

Possible solution:

Response by: _____ Title: _____ Date: _____

Please fax or send your response to our Watertown Office.

RFI # 006

- 1) AGREED
- 2) REMOVE STEEL AS SHOWN IN ATTACHED SKETCH
- 3) REFER TO NOTE #9 ON AD-101. PORTION OF OVERHANG AT N.E. ADDITION TO BE REMOVED. W/ OVERHANG REMOVED DOOR 208.1 CAN BE INSTALLED.

 **AIA**® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT (Name and address):
Watertown
Watertown NY

ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO: 004

OWNER:

ARCHITECT:

CONSULTANT:

CONTRACTOR:

FIELD:

OTHER:

OWNER (Name and address):
City of Watertown

DATE OF ISSUANCE: 5/19/15

CONTRACT FOR: General Construction

FROM ARCHITECT (Name and
address):
Stantec Consulting
61 Commercial St
Rochester, NY

CONTRACT DATE:

TO CONTRACTOR (Name and
address):
Bette Cring
18438 US Route 11
Watertown NY

ARCHITECT'S PROJECT NUMBER:
191060204

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

Provide proposal for steel removal as shown and described in RFI # 006.

ATTACHMENTS:

(Here insert listing of documents that support description.)

ISSUED BY THE ARCHITECT:



(Signature)



(Printed name and title)

Larry Coburn

From: Pickett, Jeri <jeri.pickett@stantec.com>
Sent: Wednesday, June 10, 2015 5:15 PM
To: jwood@watertown-ny.gov; Larry Coburn; Abate, Matt
Subject: PCO-14
Attachments: PCO-009 Additional Steel Removal @ NE Addition Tie-in Per ASI-004.pdf

Importance: High

Larry/Justin, attached is PCO-14 (although it is mislabeled as PCO-9). Per Matt's comment below this is acceptable.

Hi Jeri:

No exception taken to this Cost proposal.

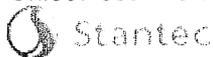
Thank you

Matthew

Regards,

Jeri

Office: 585-413-5341



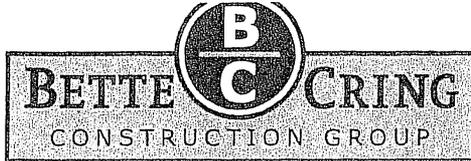
The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

From: Abate, Matt
Sent: Wednesday, June 10, 2015 5:09 PM
To: Pickett, Jeri
Subject: FW: Watertown Arena: Proposal PCO-009 Additional Steel Removal @ NE Addition Tie-in Per ASI-004
Importance: High

From: Larry Coburn [<mailto:lcoburn@TheBCGroup.com>]
Sent: Wednesday, June 10, 2015 7:15 AM
To: Pickett, Jeri; Wood, Justin
Cc: Abate, Matt
Subject: FW: Watertown Arena: Proposal PCO-009 Additional Steel Removal @ NE Addition Tie-in Per ASI-004
Importance: High

Gents... this review and directive is in critical mode due to order of operations... the masonry bearing walls are being dug tomorrow and this work needs to move prior to the CMU. Please look it over and advise on your thoughts so I can give them a reply by their deadline date of tomorrow. Thanks

Larry Coburn
Senior Construction Manager



Thursday, June 11, 2015

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

**RE: Potential Change Order # 014
Watertown Ice Arena- 1523**

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 014
Date: 03-Jun-15
Description: Provide Plank Bearing Per ASI-012R1
Proposed Amt: \$17,406.94
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Provide Plank Bearing Per ASI-012R1	\$17,406.94	

Total:\$17,406.94

Excludes shoring costs which will be submitted once masonry is complete.

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,

BETTE & CRING, LLC.

Nick Matott

Watertown Ice Arena				
PROPOSAL: PCO-014 Provide Plank Bearing Per ASI-012R1				
Description	Qty	Units	Rate	Total
Cardinal Construction				
Provide Steel Beams	1	LS		\$ 12,359.68
The Leone Companies				
Paint Steel Beams	1	LS		\$ 232.43
Loomis Masonry				
Grout CMU Walls	1	LS		\$ 523.25
				\$ 14,093.61
B&C's 5% OH&P	5%	OH&P	\$ 14,093.61	\$ 704.68
				\$ 14,798.29
Bette & Cring, LLC				
Laborer	8	Hrs	\$ 60.05	\$ 480.40
Operator	4	Hrs	\$ 66.14	\$ 264.56
Carpenter	8	Hrs	\$ 63.32	\$ 506.56
Mason	6	Hrs	\$ 70.17	\$ 421.02
Rebar & Mesh	1	Allow	\$ 75.00	\$ 75.00
Concrete	1.5	CY	\$ 80.00	\$ 120.00
Floor Saw (T)	1	Day	\$ 140.00	\$ 140.00
Backhoe w/Hoe Ram	1	Day	\$ 150.00	\$ 150.00
Rid Spoils	1	Allow	\$ 100.00	\$ 100.00
Sales Tax	7.75%	Tax	\$ 140.00	\$ 10.85
				\$ 2,268.39
OH&P	15%	OH&P	\$ 2,268.39	\$ 340.26
				\$ 2,608.65
				\$ 14,798.29
TOTAL				\$ 17,406.94
(T) Taxable				
Excludes shroring costs.				

From Above

Contractor Name: Bette & Cring, LLC
 Address: 18438 US Rte 11
Watertown, NY 13601
 Telephone No: 315-782-0074

Date: 11-Jun-15
 County: Jefferson

Trade: MASON

WAGE RATE PER HOUR

REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
\$31.32	\$15.66	\$31.32

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security	6.20	%
Medicare	1.45	%
Federal Unemployment	0.60	%
State Unemployment	9.90	%
Workman's Compensation Code: <u>5022</u>	16.85	%
Disability	0.00	%
Bodily Injury/Property Damage/Liability Insurance	7.94	%

TOTAL TAXES AND INSURANCE PER HOUR	Regular	\$31.32	times	42.94	% =	\$13.45		
Workman's Comp is not calc on premium time	Premium	\$15.66		18.15			\$2.84	
	DBL	\$31.32		18.15				\$5.68

BENEFITS

	% per hour	\$ per hour
Health & Welfare *	50.03%	\$15.67
Pension	9.58%	\$3.00
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$6.73
		\$ 18.67

TOTAL BENEFITS PER HOUR

\$18.67		
\$70.17	\$18.50	\$37.00

TOTAL LABOR RATE

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

 Signature

Sworn before me this _____ day
 of _____, 20__

 Print Name of Authorized Representative

 Notary Public

 Project Manager
 Print Title

Contractor Name: Bette & Cring, LLC Date: 11-Jun-15
 Address: 18438 US Rte 11 County: Jefferson
Watertown, NY 13601
 Telephone No: 315-782-0074 Trade: CARPENTER

	REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
WAGE RATE PER HOUR	\$27.97	\$13.99	\$27.97
PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security	6.20	%	
Medicare	1.45	%	
Federal Unemployment	0.60	%	
State Unemployment	9.90	%	
Workman's Compensation Code: <u>5403</u>	12.72	%	
Disability	0.05	%	
Bodily Injury/Property Damage/Liability Insurance	7.94	%	
TOTAL TAXES AND INSURANCE PER HOU	Regular <u>\$27.97</u> times <u>38.86</u> % =	<u>\$10.87</u>	
Workman's Comp is not calc on premium time	Premium <u>\$13.99</u>	<u>18.15</u>	\$2.54
	DBL <u>\$27.97</u>	<u>18.15</u>	\$5.08

	% per hour	\$ per hour
BENEFITS		
Health & Welfare *	55.88%	\$15.63
Pension	9.94%	\$2.78
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$6.07
		\$ 18.41
TOTAL BENEFITS PER HOUR		\$18.41
TOTAL LABOR RATE		\$63.32
		\$16.52
		\$33.05

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

CONTRACTOR'S CERTIFICATION
 I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

 Signature

 Print Name of Authorized Representative

 Project Manager
 Print Title

Sworn before me this _____ day
 of _____, 20____

 Notary Public

Contractor Name: Bette & Cring, LLC
 Address: 18438 US Rte 11
Watertown, NY 13601
 Telephone No: 315-782-0074

Date: 11-Jun-15
 County: Jefferson

Trade: LABORER GROUP 2

WAGE RATE PER HOUR	REGULAR	OVERTIME	DBL TIME
	BASE RATE	RATE	RATE
	\$23.08	\$11.54	\$23.08

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security		6.20	%
Medicare		1.45	%
Federal Unemployment		0.60	%
State Unemployment		9.90	%
Workman's Compensation	Code: <u>5213</u>	17.67	%
Disability		0.00	%
Bodily Injury/Property Damage/Liability Insurance		7.94	%

TOTAL TAXES AND INSURANCE PER HOUR	Regular	\$23.08	times	43.76	% =	\$10.10		
	Workman's Comp is not calc on premium time	Premium	\$11.54				\$2.09	
		DBL	\$23.08					\$4.19

BENEFITS

	% per hour	\$ per hour
Health & Welfare	* 73.30%	\$16.92
Pension	11.06%	\$2.55
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$7.40
		\$ 19.47

TOTAL BENEFITS PER HOUR	\$19.47		
TOTAL LABOR RATE	\$60.05	\$13.63	\$27.27

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

 Signature

Sworn before me this _____ day
 of _____, 20____

 Print Name of Authorized Representative

 Notary Public

 Project Manager
 Print Title

Contractor Name: Bette & Cring, LLC Date: 11-Jun-15
 Address: 18438 US Rte 11 County: Jefferson
Watertown, NY 13601
 Telephone No: 315-782-0074 Trade: OPERATOR C

WAGE RATE PER HOUR	REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
	\$26.79	\$13.40	\$26.79

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security		6.20	%
Medicare		1.45	%
Federal Unemployment		0.60	%
State Unemployment		9.90	%
Workman's Compensation	Code: <u>6217</u>	8.56	%
Disability		0.00	%
Bodily Injury/Property Damage/Liability Insurance		7.94	%

TOTAL TAXES AND INSURANCE PER HOUR	Regular	\$26.79	times	34.65	% =	\$9.28		
Workman's Comp is not calc on premium time	Premium	\$13.40		18.15			\$2.43	
	DBL	\$26.79		18.15				\$4.86

BENEFITS

	% per hour	\$ per hour
Health & Welfare	* 75.07%	\$20.11
Pension	11.16%	\$2.99
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$6.97
		\$ 23.10

TOTAL BENEFITS PER HOUR	\$23.10		
TOTAL LABOR RATE	\$66.14	\$15.83	\$31.65

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

Signature _____

Sworn before me this _____ day
 of _____, 20__

Print Name of Authorized Representative _____

Notary Public

Project Manager _____
 Print Title



RENTAL RESERVATION

129026551

BRANCH K06
22760 MURROCK CIRCLE
WATERTOWN NY 13601
315-788-6001
315-788-6006 FAX

Job Site

WATERTOWN MUNICIPAL ARENA
970 COFFEEN ST
x:X@X
WATERTOWN NY 13601
Office: 518-213-1010 Cell: 315-777-5360

Customer # : 251974
Reserved Date : 06/10/15
Scheduled Out : 06/12/15 09:00 AM
Estimated In : 07/10/15 09:00 AM
UR Job Loc : 970 COFFEEN ST, WATE
UR Job # : 124
Customer Job ID:
P.O. # : QUOTE
Ordered By : WENDELL
Written By : ERIC FULTS
Salesperson : DANIEL DAVIS

BETTE & CRING
22 CENTURY HILL DRIVE
SUITE 201
LATHAM NY 12110

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	6257350	SAW CONCRETE 20-29HP SELF PROPELLED	100.00	100.00	310.00	725.00	725.00
1	6259515	BLADE DIAMOND CONCRETE 20"	40.00	40.00	85.00	200.00	200.00
Rental Subtotal:							925.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item	Price	Unit of Measure	Extended Amt.			
1	ENVIRONMENTAL CHARGE	[ENV/MCI] 9.420	EACH	9.42			
Sales/Misc Subtotal:							9.42
Agreement Subtotal:							934.42
Tax:							72.42
Estimated Total:							1,006.84

COMMENTS/NOTES:
Wendell 315.782.0074

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



Cardinal Construction NY, Inc.
Post Office Box 565, 321 Lakeview Dr., Dexter, New York 13634
Tel: (315) 639-6607 Fax (315) 639-3090

Nick Mattot, Project Manager
Bette & Cring, LLC
18438 US Route 11
Watertown, NY 13601

June 10, 2015

Re: Renovations to Watertown Municipal Arena
RFP-006 Provide Plank Bearing Per ASI-012R1
A/E: **Stantech**

Dear Nick,

Cardinal Construction NY, Inc. is please to provide the following cost break regarding to RFP-006 Provide Plank Bearing Per ASI-012:

Material	\$ 4,006.99
Equipment	\$ 1,275.00
Labor	\$ 4,968.69
Consumables	<u>\$ 496.87</u>
SUBTOTAL	\$ 10,747.55
Mark-up 15%	<u>\$ 1,612.13</u>
	\$ 12,359.68

Total CO Request: \$12,360.00

Exceptions:

Six shoring posts to be provided by others

Due to time constraints in masonry work, acceptance of this work needs to occur by June 11, 2015 so that installation can be accomplished prior to masonry work. If this work occurs after masonry work the above number will be significantly increased due to additional equipment and man hours required.

Pricing good for 15 days

Terms – NET 30 –

Sincerely,

James M. Walker
President

From: Mike Leone [leonepainting@gmail.com]
Sent: Tuesday, June 09, 2015 5:07 PM
To: Matott, Nick
Subject: Watertown Municipal Arena, RFP, PCO_-014

per drawing ASK-003
this appears to be a different area than S-SK-2

labor = 3 hours @ \$55.41 = \$166.23
material = 2# @ \$17.94 = \$35.88

Total of RFP per drawing ASK-003 = \$202.11
 \$30.32 15% OH&P

 \$232.43

Mike Leone
The Leone Companies
Cell: 315-952-2868
Fax: 315-706-0020
leonepainting@gmail.com
OSHA 30 CARDHOLDER
The Leone Companies is formerly Leone Painting Inc. - QUALITY WORK ON TIME!



Stantec Consulting Services Inc.
 61 Commercial St
 Rochester NY 14614
 Tel: (585) 413-5231

ARCHITECTURAL DIRECTIVE

Request for Proposal (RFP) Please submit an itemized Request for Proposal for adjustments to the Contract Sum and Contract time associated with the proposed modifications to the Work Identified on this form and in any referenced supporting documents. The Request for Proposal must be submitted within seven (7) days of the receipt of this request. The Constructor is NOT AUTHORIZED TO PROCEED with this change to the Work until the Request for Proposal has been submitted and approved by the Owner/ Architect.

Architect's Supplemental Instructions (ASI): This form and supporting documents, if referenced, provide additional information, clarification or instructions regarding the Work already documented in the Contract Documents. This work shall be carried out WITHOUT CHANGE to Contract Sum or Contract Time. The Constructor is AUTHORIZED TO PROCEED immediately upon receipt of this document. Proceeding with the work described in the attached documents indicates that the Constructor acknowledges and accepts that there will be no modifications to the Contract Sum or Contract Time associated with this work.

Construction Change Directive (CCD): The Constructor is directed to proceed with the changes to the scope of work identified in the Contract Documents as outlined in this form and any referenced supporting documents. The Constructor must submit and itemized Change Proposal within ten (10) days of the receipt of this directive for these modifications to the Work. This document constitutes an immediate AUTHORIZATION TO PROCEED with the changes to the Work when signed below by both the Owner and the Architect.

<i>Matt Abate</i>	06/03/2015		
Architect	Date	Owner	Date

AD NO: 012R1

DATE: 06/03/2015

TO: Nick Matott
 Bette & Cring, LLC
 Matt Abate

FROM: Stantec

CC: Larry Coburn
 The BCGroup

PROJECT: Watertown Municipal Arena

STANTEC PROJECT NO: 191060204

VIA: E-Mail

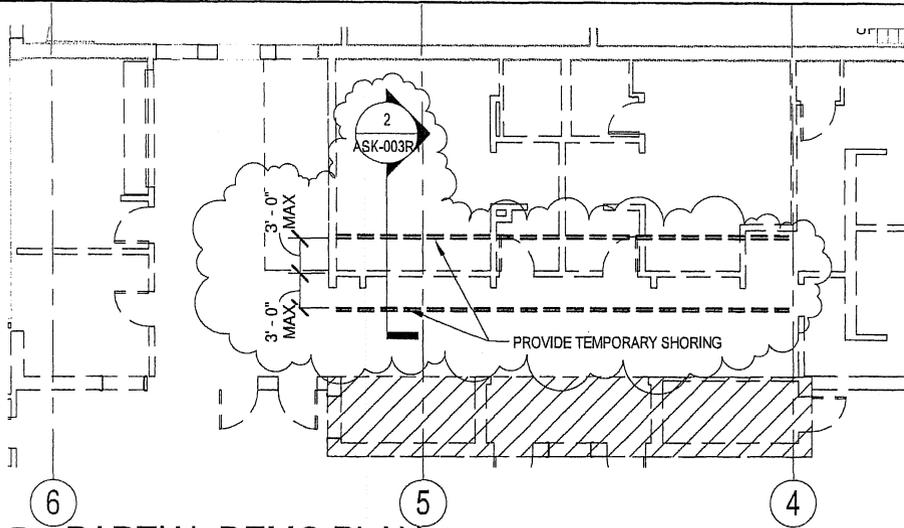
RE: LOCKER ROOM TEMP SHORING AND BEAM

MODIFY THE FOLLOWING DOCUMENTS PER THE COMMENTS BELOW.

Date:	Description:
06/02/2015	ASK-003 LOCKER ROOM TEMP SHORING AND BEAM

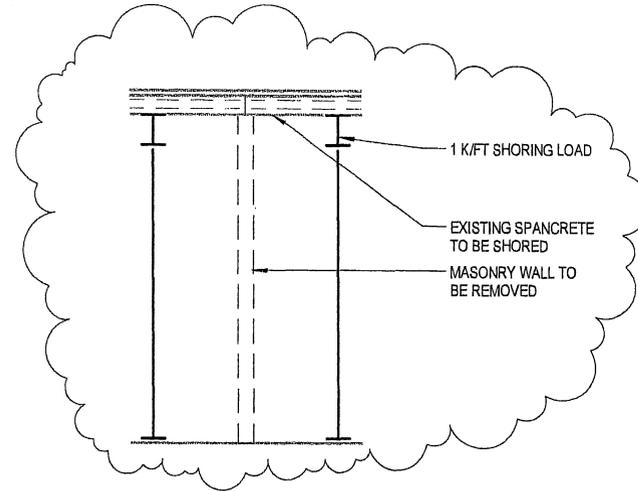
COMMENTS:

1. Refer to ASK-003R1 AND RFI 16R1 for Temp. shoring and beam installation. (DATED 6/4/15)



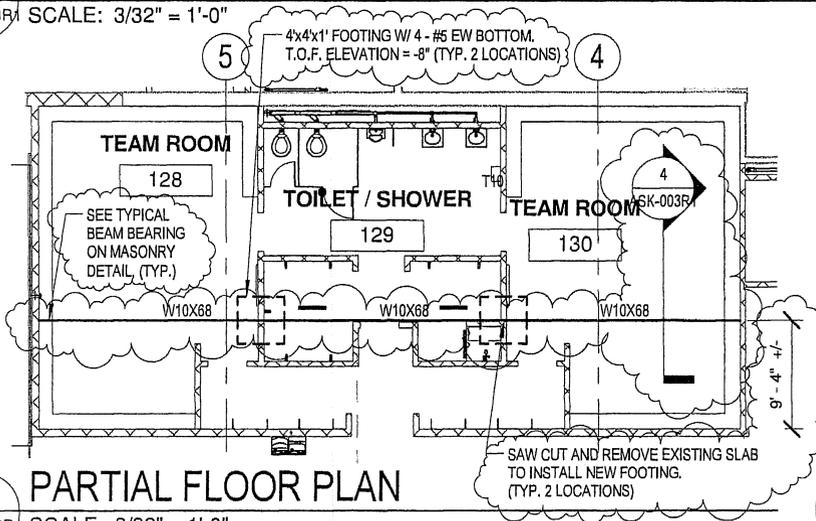
1 PARTIAL DEMO PLAN

ASK-003R1 SCALE: 3/32" = 1'-0"



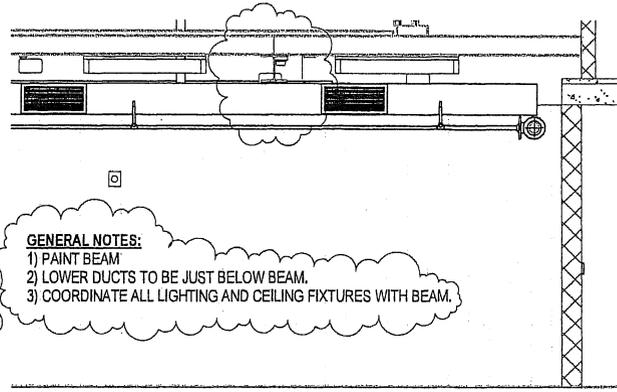
2 SECTION - TEMP. SHORING

ASK-003R1 SCALE: 1/4" = 1'-0"



3 PARTIAL FLOOR PLAN

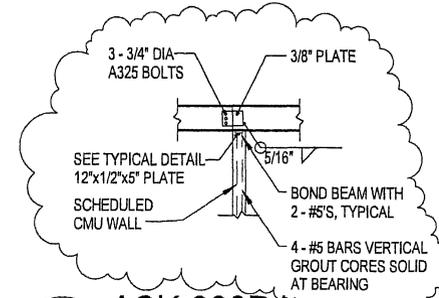
ASK-003R1 SCALE: 3/32" = 1'-0"



4 SECTION

ASK-003R1 SCALE: 1/4" = 1'-0"

GENERAL NOTES:
 1) PAINT BEAM
 2) LOWER DUCTS TO BE JUST BELOW BEAM.
 3) COORDINATE ALL LIGHTING AND CEILING FIXTURES WITH BEAM.



5 ASK-003R1

ASK-003R1 SCALE: 1/4" = 1'-0"



Client/Project
 City of Watertown
 Watertown Municipal Arena

Title
 TEMPORARY SHORING AND PERMANENT
 SUPPORT AT LOCKER ROOMS

ASK-003R1
 Revision

6/4/15
 YYYY.MM.DD

Project No.
 191060204

Reference Sheet

Figure No.
 ASK-003R1

6/4/2015 12:38:01 PM C:\Temp\Revit Local Files\arch WMA 191060204_rkessel.rvt

Larry Coburn

From: Pickett, Jeri <jeri.pickett@stantec.com>
Sent: Wednesday, June 10, 2015 5:15 PM
To: jwood@watertown-ny.gov; Larry Coburn; Abate, Matt
Subject: PCO-14
Attachments: PCO-009 Additional Steel Removal @ NE Addition Tie-in Per ASI-004.pdf

Importance: High

Larry/Justin, attached is PCO-14 (although it is mislabeled as PCO-9). Per Matt's comment below this is acceptable.

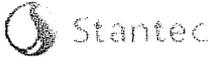
Hi Jeri:

No exception taken to this Cost proposal.

Thank you

Matthew

Regards,
Jeri
Office: 585-413-5341



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From: Abate, Matt
Sent: Wednesday, June 10, 2015 5:09 PM
To: Pickett, Jeri
Subject: FW: Watertown Arena: Proposal PCO-009 Additional Steel Removal @ NE Addition Tie-in Per ASI-004
Importance: High

From: Larry Coburn [<mailto:lcoburn@TheBCGroup.com>]
Sent: Wednesday, June 10, 2015 7:15 AM
To: Pickett, Jeri; Wood, Justin
Cc: Abate, Matt
Subject: FW: Watertown Arena: Proposal PCO-009 Additional Steel Removal @ NE Addition Tie-in Per ASI-004
Importance: High

Gents... this review and directive is in critical mode due to order of operations... the masonry bearing walls are being dug tomorrow and this work needs to move prior to the CMU. *Please look it over and advise on your thoughts so I can give them a reply by their deadline date of tomorrow. Thanks*

Larry Coburn
Senior Construction Manager

BCA Construction Managers

Ithaca | Syracuse | Watertown

327 Mullin Street
Watertown, New York 13601
P:(315) 782-8130 C:(315) 783-0370
www.thebcgroup.com

From: Matott, Nick [<mailto:wnmatott@bettecring.com>]
Sent: Tuesday, June 9, 2015 9:22 AM
To: Larry Coburn; Jones, Don
Subject: RE: Watertown Arena: Proposal PCO-009 Additional Steel Removal @ NE Addition Tie-in Per ASI-004

Excludes lead removal

From: Larry Coburn [<mailto:lcoburn@TheBCGroup.com>]
Sent: Friday, June 05, 2015 7:35 AM
To: Matott, Nick; Jones, Don
Subject: FW: Watertown Arena: Proposal PCO-009 Additional Steel Removal @ NE Addition Tie-in Per ASI-004

Nick... can this PCO be updated to eliminate the Lead Paint removal items? That scope will be on a T&M and accounted for separately...

Larry Coburn
Senior Construction Manager

BCA Construction Managers

Ithaca | Syracuse | Watertown

327 Mullin Street
Watertown, New York 13601
P:(315) 782-8130 C:(315) 783-0370
www.thebcgroup.com

From: Matott, Nick [<mailto:wnmatott@bettecring.com>]
Sent: Tuesday, June 2, 2015 1:21 PM
To: Larry Coburn
Cc: Jones, Don
Subject: Watertown Arena: Proposal PCO-009 Additional Steel Removal @ NE Addition Tie-in Per ASI-004

Nick Matott
Project Manager

Bette & Cring, LLC

18438 US Rte 11
Watertown, NY 13601
315-782-0074
315-778-7938 Cell
wnmatott@bettecring.com

RESOLUTION

Page 1 of 1

Approving Change Order No. 1 for Watertown Arena Renovation Project, Electrical Work, Lawman Heating and Cooling, 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 on March 30, 2015, City Council approved the bid submitted by Lawman Heating and Cooling, Inc. in the amount of \$976,000 for the Electrical Work for the Watertown Arena Renovation Project, and

WHEREAS Lawman Heating and Cooling, Inc. has now submitted Change Order No. 1 in the decreased amount of \$1,100.74 for the transmitter for the Marquee sign, additional exterior lighting and to relocate the underground utility conduits,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 1 to the contract with Lawman Heating and Cooling, Inc. in the decreased amount of \$1,100.74 for the Watertown Municipal Arena Renovation, a copy of which is attached and made part of this Resolution, bringing the total Electrical Work amount to \$974,899.26, and

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

Seconded by



AIA[®]

Document G701/CMa[™] - 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):

City of Watertown 2015-025
 245 Washington Street
 Watertown, NY 13601

CHANGE ORDER NUMBER: 4-001**INITIATION DATE:** 6/19/15

OWNER:
 CONSTRUCTION MANAGER:
 ARCHITECT:
 CONTRACTOR:
 FIELD:
 OTHER:

TO CONTRACTOR (Name and address):

Lawman Heating & Cooling, Inc.
 PO Box 599, 206 Ambrose Street
 Sackets Harbor, NY 13685

PROJECT NUMBERS: 2015-025 /**CONTRACT DATE:** April 6, 2015**CONTRACT FOR:** Electrical**THE CONTRACT IS CHANGED AS FOLLOWS:**

Credit for Raceway changes as per AD-009 (\$2,561.08)
 Add for the Marquee Sign Transmitter as per AD-008 \$1,328.25
 Add for Exterior Lighting changes as per AD-006 \$132.09

The original Contract Sum was	\$	976,000.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	976,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	1,100.74
The new Contract Sum including this Change Order will be	\$	974,899.26

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Bernier, Carr & Associates, Engineers, Architects, & Land
 Surveyors, PC

CONSTRUCTION MANAGER (Firm name)

327 Mullin Street, Watertown, NY 13601

ADDRESS

Larry Cohuen
 BY (Signature)
 Larry Cohuen 6/22/15
 (Typed name) DATE:

Stantec Consulting

ARCHITECT (Firm name)

61 Commerical Street, Rochester, NY 14614

ADDRESS

Joe Pickett
 BY (Signature)
 Joe Pickett 6/22/15
 (Typed name) DATE:

Lawman Heating & Cooling, Inc.

CONTRACTOR (Firm name)

PO Box 599, 206 Ambrose Street
 Sackets Harbor, NY 13685

ADDRESS

Jesse Vance
 BY (Signature)
 Jesse Vance 6/22/15
 (Typed name) DATE:

City of Watertown

OWNER (Firm name)

245 Washington Street, Watertown, NY 13601

ADDRESS

BY (Signature)
 (Typed name) DATE:

LAWMAN HEATING & COOLING, INC.

HVAC, PLUMBING, ELECTRICAL CONTRACTING

206 AMBROSE STREET P.O. BOX 599 SACKETS HARBOR, NY 13685

(315) 646-2919 FAX (315) 646-2920

03 June 2015

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #542 – Electric

Gentlemen:

We present for your consideration our credit for all equipment, labor and materials for the following additional work:

RFP AD No. 009 – Site Raceway Changes

Materials:	
Conduit, wire, etc.	-1,341.73
Labor:	
Electricians	
-19.1 hrs. @ 63.84	<u>-1,219.35</u>
Total Credit	\$ -2,561.08

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Jesse Vance
Project Manager

Item CSI	Description	Takeoff Qty	Unit	Labor Mix	Labor		Labor Hours	
					Prod	Unit		
02580410	Electrical underground ducts and manholes, PVC, conduit with coupling, 2" diameter, schedule 40, installed by direct burial in slab or duct bank, e	70.0	LF	Crew ELEC	0.0400	hour / LF	2.8	
02580410	Electrical underground ducts and manholes, PVC, conduit with coupling, 3" diameter, schedule 40, installed by direct burial in slab or duct bank, e	-140.0	LF	Crew ELEC	0.0329	hour / LF	-4.6	
02580410	Electrical underground ducts and manholes, PVC, conduit with coupling, 4" diameter, schedule 40, installed by direct burial in slab or duct bank, e	-100.0	LF	Crew ELEC	0.0330	hour / LF	-3.3	
02580410	Electrical underground ducts and manholes, PVC, elbows, 2" diameter, schedule 40, installed by direct burial in slab or duct bank, excludes excav	1.0	EA	Crew ELEC	0.4967	hour / EA	0.5	
02580410	Electrical underground ducts and manholes, PVC, elbows, 3" diameter, schedule 40, installed by direct burial in slab or duct bank, excludes excav	-4.0	EA	Crew ELEC	0.6654	hour / EA	-2.7	
02580420	Electrical underground ducts and manholes, underground duct banks, for cast-in-place concrete, 1 C.Y. to 5 C.Y., excludes excavation, backfill an	-2.0	CY	Crew ELEC	0.2500	hour / CY	-0.5	
09910200	trenching and backfill credit	-120.0	LF	Crew ELEC	0.1139	hour / LF	-13.7	
16132205	trenching and backfill	70.0	LF	Crew ELEC	0.0922	hour / LF	6.5	
16132205	Electric metallic tubing (EMT), 3" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	-40.0	LF	Crew ELEC	0.1025	hour / LF	-4.1	
Grand Total								-19.1

Item	CSI Description	Takeoff Qty	Unit	Rate	Price	Material Total
02580410	Electrical underground ducts and manholes, PVC, conduit with coupling, 2" diameter, schedule 40, installed by direct burial in slab or duct bank, excludes excavation, backfill and cast	70.0	LF	1.74		121.80
02580410	Electrical underground ducts and manholes, PVC, conduit with coupling, 3" diameter, schedule 40, installed by direct burial in slab or duct bank, excludes excavation, backfill and cast	-140.0	LF	2.13		-298.20
02580410	Electrical underground ducts and manholes, PVC, conduit with coupling, 4" diameter, schedule 40, installed by direct burial in slab or duct bank, excludes excavation, backfill and cast	-100.0	LF	2.87		-287.00
02580410	Electrical underground ducts and manholes, PVC, elbows, 2" diameter, schedule 40, installed by direct burial in slab or duct bank, excludes excavation, backfill and cast	1.0	EA	4.22		4.22
02580410	Electrical underground ducts and manholes, PVC, elbows, 3" diameter, schedule 40, installed by direct burial in slab or duct bank, excludes excavation, backfill and cast	-4.0	EA	7.52		-30.08
02580420	Electrical underground ducts and manholes, underground duct banks, for cast-in-place concrete, 1 C.Y. to 5 C.Y., excludes excavation, backfill and cast	-2.0	CY	105.00		-210.00
09910200	trenching and backfill credit	-120.0	LF	8.92		-1,070.51
16132205	trenching and backfill	70.0	LF	10.08		705.65
16132205	Electric metallic tubing (EMT), 3" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	-40.0	LF	6.94		-277.60
Grand Total						-1,341.73

Stantec Consulting Services Inc.
 61 Commercial St
 Rochester NY 14614
 Tel: (585) 413-5231

ARCHITECTURAL DIRECTIVE

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Construction Change Directive (CCD): The Constructor is directed to proceed with the changes to the scope of work identified in the Contract Documents as outlined in this form and any referenced supporting documents. The Constructor must submit and itemized Change Proposal within ten (10) days of the receipt of this directive for these modifications to the Work. This document constitutes an immediate AUTHORIZATION TO PROCEED with the changes to the Work when signed below by both the Owner and the Architect.

<i>Carl Assini</i>	06/03/2015		
Architect	Date	Owner	Date

AD NO: 009

DATE: 06/03/2015

TO: Jesse Vance
 Lawman Heating and Cooling

FROM: Carl Assini
 Stantec

CC: Larry Coburn
 The BCGroup

PROJECT: Watertown Municipal Arena

STANTEC PROJECT NO: 191060204

VIA: E-Mail

RE: Site Tel-Com Raceway Changes

MODIFY THE FOLLOWING DOCUMENTS PER THE COMMENTS BELOW.

Date:	Description:
06/01/2015	ES-100 Site Raceway Changes

COMMENTS:

1. Delete 3" Raceways on the south side of building. Provide additional 2" raceway as indicated on North side. Relocate Primary feeder to the south.

LAWMAN HEATING & COOLING, INC.
HVAC, PLUMBING, ELECTRICAL CONTRACTING

206 AMBROSE STREET P.O. BOX 599 SACKETS HARBOR, NY 13685

(315) 646-2919 FAX (315) 646-2920

03 June 2015

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #542 – Electric

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

RFP AD No. 008 – Marquee Sign Transmitter

Materials:	
Conduit, wire, etc.	254.85
Labor:	
Electricians	
14.1 hrs. @ 63.84	<u>900.15</u>
Subtotal	1,155.00
15% OH & P	<u>173.25</u>
Total	\$ 1,328.25

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Jesse Vance
Project Manager

Item CSI Description	Takeoff Qty	Unit	Labor Mix	Labor		Labor Hours
				Prod	Unit	
09910200 Paints & coatings, pipes, primer + 1 coat, brushwork, up to 4" diameter	10.0	LF	Crew ELEC	0.1000	hour / LF	1.0
16120900 Wire, copper, stranded, 600 volt, #12, type THWN-THHN, in raceway	2.3	Clf	Crew ELEC	0.7310	hour / Clf	1.7
16132205 Rigid galvanized steel conduit, 3/4" diameter, to 15' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	10.0	LF	Crew ELEC	0.1003	hour / LF	1.0
16132205 Rigid galvanized steel conduit, 1" diameter, to 15' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	10.0	LF	Crew ELEC	0.1228	hour / LF	1.2
16132205 Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	70.0	LF	Crew ELEC	0.0615	hour / LF	4.3
16132250 Service entrance cap, 3/4" diameter	1.0	EA	Crew ELEC	0.6186	hour / EA	0.6
16136600 Outlet boxes, pressed steel, 4" square	2.0	EA	Crew ELEC	0.4030	hour / EA	0.8
16136600 Outlet boxes, pressed steel, covers, raised device, 4" square	1.0	EA	Crew ELEC	0.1246	hour / EA	0.1
16136600 Outlet boxes, pressed steel, plaster rings, 4" square, concealed	1.0	EA	Crew ELEC	0.1246	hour / EA	0.1
16140910 Duplex receptacle, grounded, 120 volt, 20 amp	1.0	EA	Crew ELEC	0.2962	hour / EA	0.3
16710750 Voice/Data wall plate, plastic, 1 gang, 1-port, excl voice/data devices	1.0	EA	Crew ELEC	0.1115	hour / EA	0.1
16710750 Unshielded twisted pair (UTP) cable, solid, plenum, #24, 4 pair, category 6	2.0	Clf	Crew ELEC	1.1434	hour / Clf	2.3
16710750 Unshielded twisted pair (UTP) jack, RJ-45, category 6	2.0	EA	Crew ELEC	0.2500	hour / EA	0.5
Grand Total						14.1

Item	CSI Description	Qty	Unit	Unit Price	Total
09910200	Paints & coatings, pipes, primer + 1 coat, brushwork, up to 4" diameter	10.0	LF	1.28	12.80
16120900	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, in raceway	2.3	Clf	15.70	36.11
16132205	Rigid galvanized steel conduit, 3/4" diameter, to 15' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	10.0	LF	2.56	25.60
16132205	Rigid galvanized steel conduit, 1" diameter, to 15' H, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	10.0	LF	3.69	36.90
16132205	Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	70.0	LF	0.86	60.20
16132250	Service entrance cap, 3/4" diameter	1.0	EA	7.60	7.60
16136600	Outlet boxes, pressed steel, 4" square	2.0	EA	2.10	4.20
16136600	Outlet boxes, pressed steel, covers, raised device, 4" square	1.0	EA	2.61	2.61
16136600	Outlet boxes, pressed steel, plaster rings, 4" square, concealed	1.0	EA	2.83	2.83
16140910	Duplex receptacle, grounded, 120 volt, 20 amp	1.0	EA	8.35	8.35
16710750	Voice/Data wall plate, plastic, 1 gang, 1-port, excl voice/data devices	1.0	EA	2.03	2.03
16710750	Unshielded twisted pair (UTP) cable, solid, plenum, #24, 4 pair, category 6	2.0	Clf	24.50	49.00
16710750	Unshielded twisted pair (UTP) jack, RJ-45, category 6	2.0	EA	3.31	6.62
Grand Total					254.85

Stantec Consulting Services Inc.
 61 Commercial St
 Rochester NY 14614
 Tel: (585) 413-5231

ARCHITECTURAL DIRECTIVE

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<i>Carl Assini</i>	06/02/2015		
Architect	Date	Owner	Date

AD NO: 008	PROJECT: Watertown Municipal Arena
DATE: 06/02/2015	STANTEC PROJECT NO: 191060204
TO: Jesse Vance Lawman Heating and Cooling Carl Assini	VIA: E-Mail
FROM: Stantec	RE: Marquee Sign Transmitter
CC: Larry Coburn The BCGroup	

MODIFY THE FOLLOWING DOCUMENTS PER THE COMMENTS BELOW.

Date: 06/01/2015	Description: EP-102, E-600 Marquee sign transmitter
----------------------------	---

COMMENTS:

1. Install Marquee Sign transmitter on southwest parapet wall as shown on drawing EP-102. Provide 120V circuit and Cat 6 cable to DC Injector. Contractor shall verify that the selected location has a direct line-of site to the Marquee sign, report any obstructions to the engineer before proceeding.

LAWMAN HEATING & COOLING, INC.

HVAC, PLUMBING, ELECTRICAL CONTRACTING

206 AMBROSE STREET P.O. BOX 599 SACKETS HARBOR, NY 13685

(315) 646-2919 FAX (315) 646-2920

03 June 2015

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #542 - Electric

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

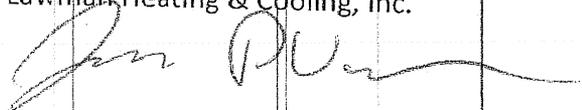
RFP AD No. 006 - Provide exterior lighting changes

Materials:	
Conduit, wire, etc.	983.09
Labor:	
Electricians	
-13.6 hrs. @ 63.84	<u>-868.23</u>
Subtotal	114.86
15% OH & P	<u>17.23</u>
Total	\$ 132.09

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Jesse Vance
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name: LAWMAN HEATING & COOLING, INC
 Address: 206 AMBROSE STREET
SACKETS HARBOR, NEW YORK 13685
 Telephone No: 315/646-2919

Date: 6/3/2015
 Project No.: _____
 CO/FO/T&M: Add'l Work
 County: Jefferson

LABOR RATE BREAKDOWN (For T & M Only, Use a separate sheet for each Employee)
 {T&M Only} Item No. _____
 {T&M Only} Employee Name: _____
 {T&M Only} Soc. Sec. No. _____

Trade: Electrician
 REGULAR BASE RATE _____
 PREMIUM TIME BASE RATE _____

A. WAGE RATE PER HOUR	\$33.00	\$49.50
-----------------------	---------	---------

BENEFITS	(* Identifies benefits paid directly to the Employee)	*	% per hour	\$ per hour
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

	\$19.41	\$19.41
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B. TOTAL BENEFITS PER HOUR	\$	
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	\$19.41	\$19.41
--	---------	---------

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security (Up to the Maximum required by law.)		.0765	%
Medicare			%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)		.008	%
State Unemployment (Up to 1% of \$8,500 of base salary paid per Employee per year.)		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

--	--	--

C. TOTAL TAXES AND INSURANCE PER HOUR

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

	\$33.00	times	34.65	% =
--	---------	-------	-------	-----

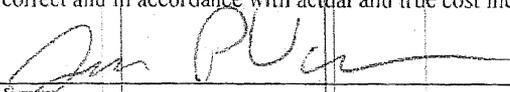
	\$11.43	\$17.15
--	---------	---------

D. TOTAL LABOR RATE (A + B + C) =

	\$63.84	\$86.06
--	---------	---------

E. CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.



 Signature
 Jesse Vance

 Project Manager

 Print Title

Sworn before me

 Notary Public

CSI	Description	Takeoff Qty	Unit	Rate	Price	Mat
02580410	Electrical underground ducts and manholes, PVC, conduit with coupling, 1" diameter, schedule 40, installed by direct burial in slab or duct bank, exclude	-100.0	LF		0.81	-81.00
03410210	light pole base	-1.0	EA		227.00	-227.00
10210800	Boom lift rental per day	1.0	EA		250.00	250.00
16120900	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, in raceway	2.5	Cif		15.70	39.25
16120900	Wire, copper, stranded, 600 volt, #10, type XHHW, in raceway	-2.0	Cif		18.00	-36.00
16120900	Wire, copper, stranded, 600 volt, #8, type XHHW, in raceway	-4.0	Cif		27.00	-108.00
16132205	Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	80.0	LF		0.86	68.80
16132205	Electric metallic tubing (EMT), 1" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	-80.0	LF		1.48	-118.40
16132210	Trenching and Backfill	-100.0	LF		7.69	-769.23
16136600	Outlet boxes, pressed steel, 4" square	5.0	EA		2.10	10.50
16136600	Outlet boxes, pressed steel, covers, blank, 4" square	3.0	EA		1.39	4.17
16520300	Old Type J fixture	-3.0	EA		300.00	-900.00
16520300	Install new type J fixture	5.0	EA		450.00	2,250.00
16520300	Parking lot light head type S	-2.0	EA		400.00	-800.00
16520300	Install type GG pole mounted fixture	2.0	EA		900.00	1,800.00
16520300	Light poles, 15' high	-1.0	EA		400.00	-400.00
Grand Total						983.09

CSI	Item Description	Takeoff Qty	Unit	Labor Mix	Labor		Labor Hours	
					Prod	Unit		
02580410	Electrical underground ducts and manholes, PVC, conduit with coupling, 1" diameter, schedule 40, installed by direct burial in slab or duct bank, e	-100.0	LF	Crew ELEC	0.0150	hour / LF	-1.5	
03410210	light pole base	-1.0	EA	Crew ELEC	1.6000	hour / EA	-1.6	
16055500	Remove existing pole mounted fixture	2.0	EA	Crew ELEC	1.0000	hour / EA	2.0	
16120900	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, in raceway	2.5	Clf	Crew ELEC	0.7310	hour / Clf	1.8	
16120900	Wire, copper, stranded, 600 volt, #10, type XHHW, in raceway	-2.0	Clf	Crew ELEC	0.5500	hour / Clf	-1.1	
16120900	Wire, copper, stranded, 600 volt, #8, type XHHW, in raceway	-4.0	Clf	Crew ELEC	0.4250	hour / Clf	-1.7	
16132205	Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	80.0	LF	Crew ELEC	0.0663	hour / LF	5.3	
16132205	Electric metallic tubing (EMT), 1" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	-80.0	LF	Crew ELEC	0.0895	hour / LF	-5.6	
16132210	Trenching and Backfill	-100.0	LF	Crew ELEC	0.1370	hour / LF	-13.7	
16136600	Outlet boxes, pressed steel, 4" square	5.0	EA	Crew ELEC	0.4030	hour / EA	2.0	
16136600	Outlet boxes, pressed steel, covers, blank, 4" square	3.0	EA	Crew ELEC	0.1246	hour / EA	0.4	
16520300	Old Type J fixture	-3.0	EA	Crew ELEC	1.0000	hour / EA	-3.0	
16520300	Install new type J fixture	5.0	EA	Crew ELEC	1.0000	hour / EA	5.0	
16520300	Parking lot light head type S	-2.0	EA	Crew ELEC	1.0000	hour / EA	-2.0	
16520300	Install type GG pole mounted fixture	2.0	EA	Crew ELEC	1.0000	hour / EA	2.0	
16520300	Light poles, 15' high	-1.0	EA	Crew ELEC	2.0000	hour / EA	-2.0	
Grand Total								-13.6

Date: Jun 2, 2015

Quote: FKSyr15-1583-2

Quote

Page 1/1

Ferrini-Konarski
Associates, Inc.



FERRINI-KONARSKI ASSOC., INC. - SYRAC
7271 State Fair Blvd.
Baldwinsville NY 13027
Phone: (315) 635-3232
Fax: (315) 635-3458
From: NORMAN TRAINO
Quoter Ph: (315) 635-3232
email: ntraino@fkalighting.com

Project Location Quote
Watertown Ice Rink Changes
FKSYR15-1583-2

To: For Bid Date Jun 2, 2015
Expires Jul 2, 2015

QTY	Type	MFG	Part	Price UQ	ExtPrice
2	GG	CREE	ARE-EDG-06-DM	\$900.00	\$1,800.00
5	J	CREE	SEC-EDG-3M-WM-02	\$450.00	\$2,250.00
3	J	CREE	DELETE 3- TYPE J	(\$300.00)	(\$900.00)
1	S	CREE	DELETE 1- TYPE S	(\$1,200.00)	(\$1,200.00)
TOTAL LOT ADD- \$1950					

Terms and conditions of sale:

- **SUBJECT TO APPROVAL
- **Standard Freight Terms Apply
- **Lamps are not included unless otherwise stated
- **Price is valid through an authorized distributor
- **Any applicable taxes are not included
- **Quotations is valid for 30 days from quote date



Stantec Consulting Services Inc.
 61 Commercial St
 Rochester NY 14614
 Tel: (585) 413-5231

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Request for Proposal (RFP) Please submit an itemized Request for Proposal for adjustments to the Contract Sum and Contract time associated with the proposed modifications to the Work Identified on this form and in any referenced supporting documents. The Request for Proposal must be submitted within seven (7) days of the receipt of this request. The Constructor is NOT AUTHORIZED TO PROCEED with this change to the Work until the Request for Proposal has been submitted and approved by the Owner/ Architect.

Architect's Supplemental Instructions (ASI): This form and supporting documents, if referenced, provide additional information, clarification or instructions regarding the Work already documented in the Contract Documents. This work shall be carried out WITHOUT CHANGE to Contract Sum or Contract Time. The Constructor is AUTHORIZED TO PROCEED immediately upon receipt of this document. Proceeding with the work described in the attached documents indicates that the Constructor acknowledges and accepts that there will be no modifications to the Contract Sum or Contract Time associated with this work.

Construction Change Directive (CCD): The Constructor is directed to proceed with the changes to the scope of work identified in the Contract Documents as outlined in this form and any referenced supporting documents. The Constructor must submit and itemized Change Proposal within ten (10) days of the receipt of this directive for these modifications to the Work. This document constitutes an immediate AUTHORIZATION TO PROCEED with the changes to the Work when signed below by both the Owner and the Architect.

Carl Assini

05/21/2015

Architect

Date

Owner

Date

AD NO: 006

DATE: 05/21/2015

TO: Jesse Vance
 Lawman Heating and Cooling
 Carl Assini
 Stantec

FROM: Larry Coburn
 The BCGroup

PROJECT: Watertown Municipal Arena

STANTEC PROJECT NO: 191060204

VIA: E-Mail

RE: Exterior Lighting Modifications

MODIFY THE FOLLOWING DOCUMENTS PER THE COMMENTS BELOW.

Date:	Description:	
05/21/2015	ES-100, EL-100, EL-101, E-601	Exterior Lighting Changes

COMMENTS:

1. Provide exterior lighting changes as indicated in clouded areas of the drawings indicated above. Delete Light pole and pole base at North Parking Lot. Provide type "GG" fixtures at existing light poles to the south of the pool (as part of ASI verify voltage and mounting requirements at pole). Change type J fixture to LED and relocate/add fixtures as indicated on the EL-100 and EL-101.

Point 1 Seal

Client/Project
 City of Watertown
 Watertown Municipal
 Arena
 800 William T. Field Drive
 Watertown, NY 13601

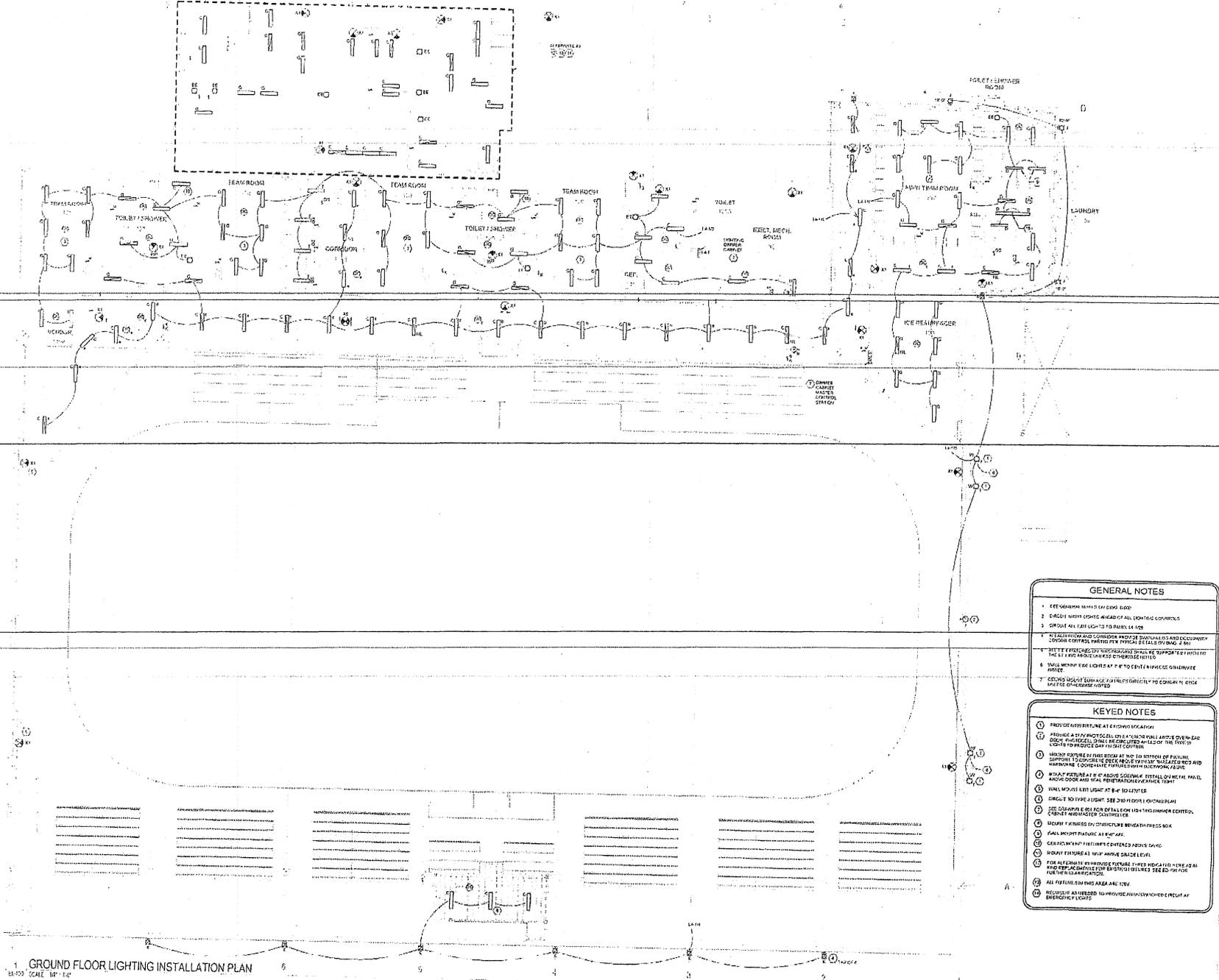
Revision
 ISSUE DATE BY ISSUE FOR

1 Elevations ISSUED FOR BID
 Date 01/21/15

GROUND FLOOR LIGHTING INSTALLATION PLAN

Project No.
 131060204
 Drawing No.

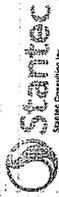
EL-100



- GENERAL NOTES**
- SEE GENERAL NOTES ON GOOD COPY
 - SHOW ALL LIGHT FIXTURES AND ALL LIGHTING CONTROLS
 - SHOW ALL LIGHT FIXTURES TO MATCH LIST
 - ALL FIXTURES AND CONTROLS SHALL BE QUALITY AND ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS
 - THE TYPE OF FIXTURES AND CONTROLS SHALL BE SUPPORTED AS SHOWN IN THE LIST AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS
 - ALL WALL MOUNTED FIXTURES SHALL BE CENTERED UNLESS OTHERWISE NOTED
 - COORDINATE WITH ARCHITECT FOR ALL FIXTURES TO BE INSTALLED IN AREAS NOTED

- KEYED NOTES**
- PROVIDE A SIGNATURE AT EACH LOCATION
 - PROVIDE A SIGNATURE ON EACH SIDE OF EACH LIGHTING FIXTURE AND EACH CONTROLLER AND EACH CONTROL PANEL AND EACH CONTROL PANEL AND EACH CONTROL PANEL AND EACH CONTROL PANEL
 - INSTALL ALL LIGHT FIXTURES AND CONTROLS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS
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GROUND FLOOR LIGHTING INSTALLATION PLAN
 14-103 SCALE 1/4" = 1'-0"



Stattec Corporation
 41 Commercial Street
 Rockville, NY 14546, USA
 P.O. Box 100
 P.O. 551 77 USA
 www.stattec.com

Copyright Reserved

Project No.

Client/Project
 City of Watertown
 Watertown Municipal
 Arena
 600 William T. Field Drive
 Watertown, NY 13601

Revision
 ISSUE DATE 08/11/10
 ISSUE BY [Signature]

Drawn by [Signature]
 Checked by [Signature]
 Scale: 1/8" = 1'-0"
 Date: 08/11/10

SECOND FLOOR LIGHTING INSTALLATION PLAN

Project No.
 10-101

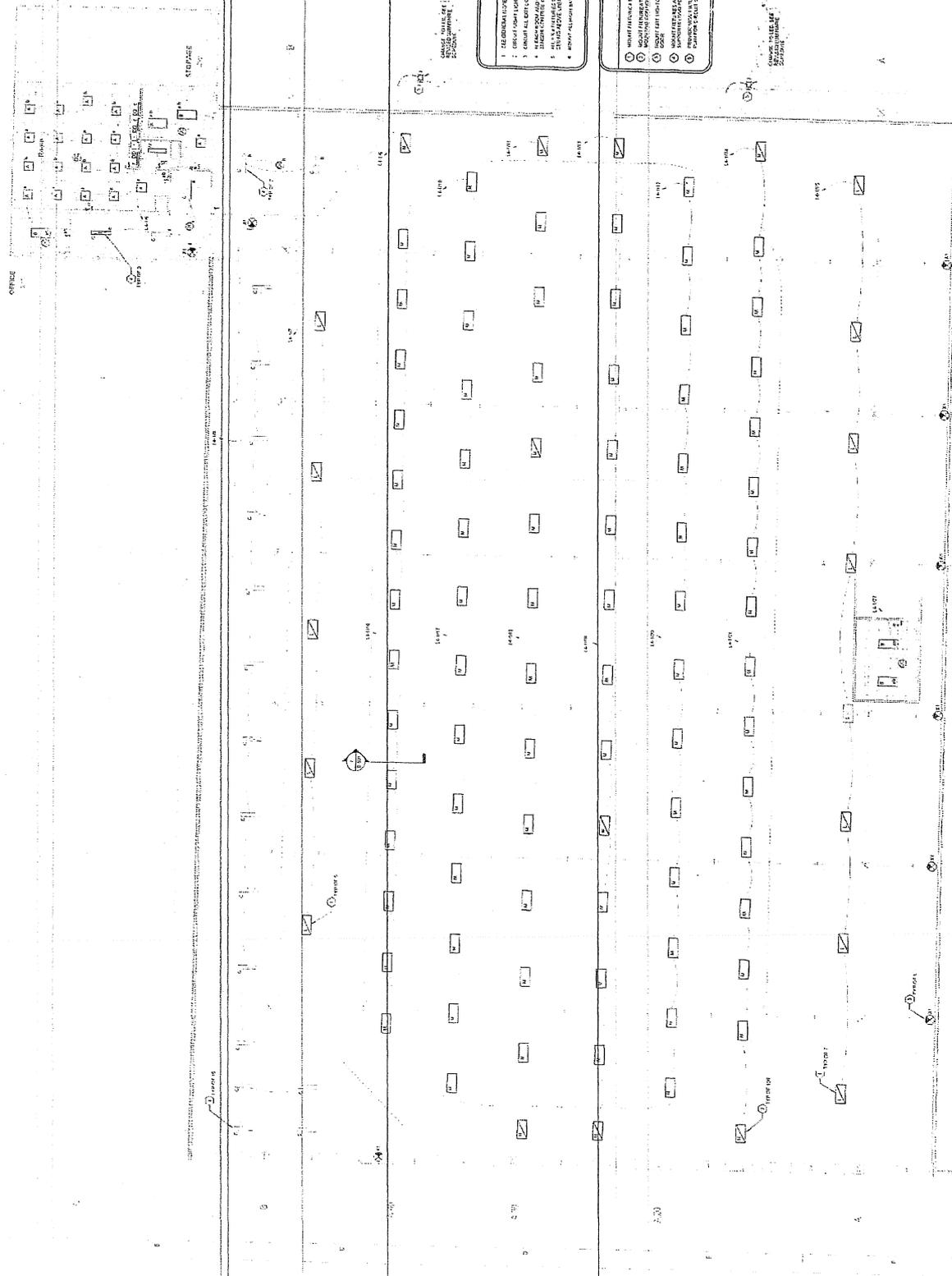
EL-101

GENERAL NOTES

1. REFER TO ALL OTHER DRAWINGS FOR ALL DIMENSIONS.
2. GENERAL NOTES APPLY TO ALL DIMENSIONS.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

KEYED NOTES

1. REFER TO ALL OTHER DRAWINGS FOR ALL DIMENSIONS.
2. GENERAL NOTES APPLY TO ALL DIMENSIONS.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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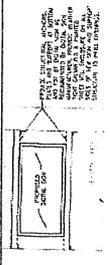
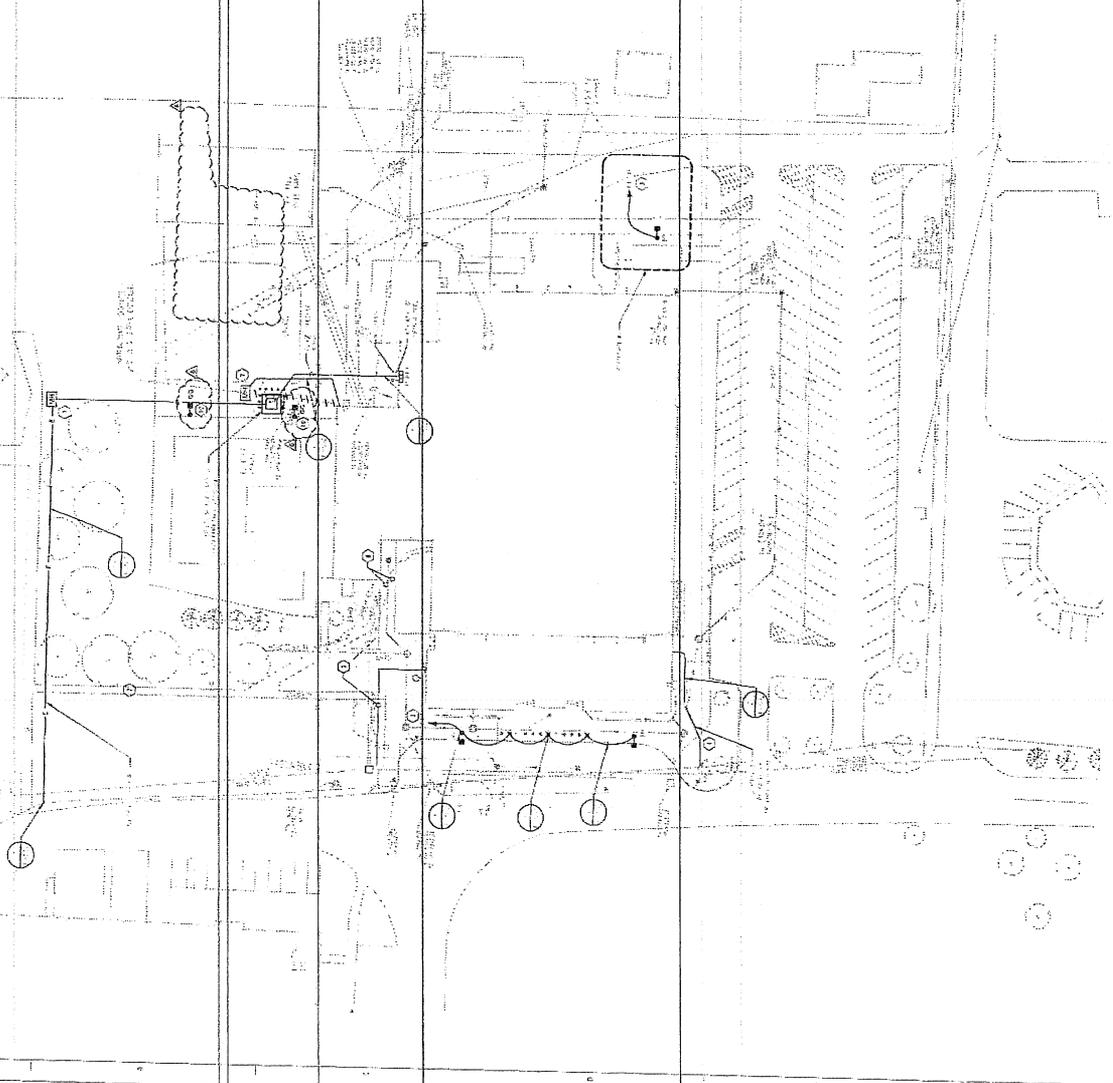
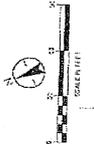


1 SECOND FLOOR LIGHTING INSTALLATION PLAN
 08/11/10

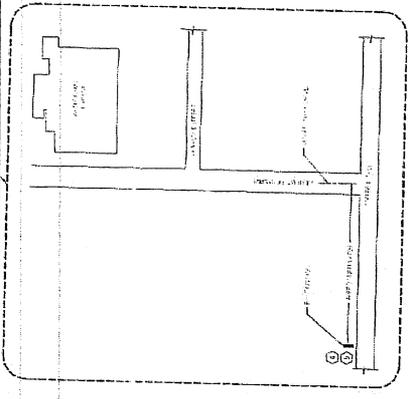
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- GENERAL NOTES**
1. ELECTRICAL SYMBOLS SHALL BE AS SHOWN ON SHEETS E-101 THROUGH E-105.
 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
 3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
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 9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
 10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).

- REVISED NOTES**
1. REVISED SYMBOLS FOR SIGNALS SHALL BE AS SHOWN ON SHEETS E-101 THROUGH E-105.
 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
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 10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).



NEW DIGITAL MARQUEE SIGN



NEW DIGITAL MARQUEE SIGN SCHEMATIC

Client: City of Watertown
 Watertown Municipal
 Arena
 600 William I. Field Drive
 Watertown, NY 13601

Project No: 101000004
 Drawing No: E-100
 Revision: 02/20/11
 Date: 02/20/11

ELECTRICAL
 SITE PLAN

ES-100

Stantec
 100 West 10th Street
 Suite 100
 New York, NY 10011
 Tel: 212 904 4100
 Fax: 212 904 4101
 www.stantec.com

Robin Rozanski

From: Jesse P. Vance [jesse@lawmanhc.com]
Sent: Wednesday, June 03, 2015 11:59 AM
To: Robin Rozanski
Subject: Fw: ASI-007

Attachments: ASI_007_Exterior Lighting Changes.pdf; ASI-007_Dwgs.pdf



ASI_007_Exterior Lighting Chan...



ASI-007_Dwgs.pdf
(1 MB)

From: Larry Coburn <mailto:lacoburn@TheBCGroup.com>
Sent: Friday, May 22, 2015 9:37 AM
To: Jesse P. Vance <mailto:jesse@lawmanhc.com>
Cc: mailto:jeri.pickett@stantec.com ; mailto:Carl.assini@stantec.com ; Wood, Justin <mailto:jWood@watertown-ny.gov>
Subject: FW: ASI-007

Jesse, please see the attached ASI No. 7 and drawings for some revisions to lighting as noted in the narrative below and on the plans. Please accept this as an RFP to make changes noted... provide a comprehensive cost breakdown for review and authorizations accordingly. Thank you

Larry Coburn

Senior Construction Manager

BCA Construction Managers

Ithaca | Syracuse | Watertown

327 Mullin Street

Watertown, New York 13601

P:(315) 782-8130 C:(315) 783-0370

www.thebcgroup.com <<http://www.thebcgroup.com/>>

From: Assini, Carl [mailto:Carl.Assini@stantec.com]
Sent: Thursday, May 21, 2015 3:03 PM

To: Larry Coburn
Cc: Pickett, Jeri; Farmer, Mel
Subject: ASI-007

Larry

ASI 007 again goes to Lawman, this one will need to be priced. It involves deleting the light pole in the North parking lot and adds fixtures on the existing poles south of the pool. There are also some additional fixtures being placed on the south addition to provide more light in the parking and roadway areas around the addition.

Thanks,

Carl Assini, P.E.

Electrical Engineer

Stantec Consulting

Phone: (585) 475-1440 ext 5231

Cell: (585) 451-4583

Fax: (585) 272-1814

Carl.Assini@stantec.com <mailto:Carl.Assini@stantec.com>

Stantec <<http://www.stantec.com/>>

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ü Please consider the environment before printing this email.

Res No. 3

July 13, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Accepting proposal for Workers' Comp 207a and 207c

The City's Purchasing Department issued an RFP in May 2015 for a Claims Administrator to (1) service Workers' Compensation claims on behalf of the City arising out of our facilities that are located in and around the City of Watertown, and (2) service General Municipal Law Section 207a and 207c claims on behalf of the City arising from the activities of our Police and Fire Departments located in and around the City of Watertown.

Completed proposals were submitted by three carriers. As noted in Assistant to the City Manager Matthew Roy's attached report, a committee was formed to examine all aspects of each proposal and to interview each prospective agency. It is the consensus of this committee to accept the proposal from POMCO Group, 2425 James Street, Syracuse, New York.

A resolution has been prepared for City Council consideration authorizing a three (3) year Agreement with the ability to renew for two additional one-year terms for the provision of Workers' Compensation claims administration for employees of the City of Watertown, along with administration of claims under General Municipal Law 207a and 207c.

Also as noted in Mr. Roy's report is a proposed alternative pricing model with fixed pricing from POMCO, which he recommends pursuing. Attached for Council consideration is a resolution accepting this proposal from POMCO.

RESOLUTION

Page 1 of 1

Accepting Proposal for Worker's Compensation and Claims Administration Services, General Municipal Law 207a and 207c, POMCO Group

Introduced by

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

YEA	NAY

WHEREAS the City of Watertown is a municipal government which operates facilities in and around said City, and

WHEREAS City employees, Police and Fire personnel work in these facilities in and around the City, and

WHEREAS the City of Watertown requires claims administration services for the City's Workers' Compensation claims arising at our facilities, and

WHEREAS the City of Watertown also requires claims administration services for the City's General Municipal Law 207a and 207c claims arising at our facilities and had issued a Request for Proposals for same,

WHEREAS three proposals were submitted and reviewed by a committee to examine all aspects of each proposal and to interview each prospective agency,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the proposal for Workers' Compensation and General Municipal Law Section 207a and 207c Claims Administration Services with POMCO Group, 2425 James Street, Syracuse, New York, for three years through June 30, 2018 with the ability to renew for two additional one-year terms, a copy of which is attached and made a part of this resolution, and

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

Seconded by



CITY OF WATERTOWN
ADMINISTRATIVE SERVICES AGREEMENT
For Workers' Compensation and
207 a & 207 c Administration Services

THIS AGREEMENT, is made and entered into by and between CITY OF WATERTOWN, having its principal place of business located at City Hall 245 Washington St., Rm. 302 Watertown, NY 13601 (hereinafter referred to as "CITY OF WATERTOWN") and POMCO, Inc. (hereinafter referred to as "POMCO"), a New York business corporation with an office at 2425 James Street, Syracuse, New York 13206.

WHEREAS, CITY OF WATERTOWN is duly qualified as a self-insured under the Workers' Compensation Law of the State of New York (hereinafter referred to as the "Law"), and desires to retain POMCO to provide claims administration, medical management, return-to-work, and other agreed upon services for its Workers' Compensation program (hereinafter referred to as the "WC Plan"); and the administration of all 207a & 207 c claims.

WHEREAS, POMCO is duly licensed by the State of New York as a Workers' Compensation Benefits Third Party Administrator and has the experience, staff and facilities necessary to provide the claims administration services desired by CITY OF WATERTOWN;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Appointment and Authorization. This Agreement shall be for a term of one (3) years and shall become effective on August 1, 2015, and shall contain two automatic one-year renewal periods at a yearly increase of an administrative fee agreed upon by both CITY OF WATERTOWN and POMCO.

2. Services. POMCO shall perform the services set forth and agrees at all times to properly manage and administer the WC Plan in accordance with the stated purposes of CITY OF WATERTOWN and in compliance with the law and the applicable rules and regulations thereunder. POMCO shall also serve as "administrator" of the CITY OF WATERTOWN'S 207a and 207 c Plans as that term is defined in the CITY OF WATERTOWN'S negotiated procedures for the same, as those procedures may, from time to time, be amended and notice to POMCO under Paragraph 5 (c) of this agreement is provided. CITY OF WATERTOWN acknowledges and agrees that POMCO is acting as administrator for the WC Plan and 207a & 207c Plan, and that nothing herein shall be construed or interpreted to mean that POMCO has assumed the responsibilities of an insurer of claims under the WC Plan.

3. Compensation. POMCO shall be compensated for its services in accordance with and pursuant to the schedule of compensation set forth in Schedule "A" attached hereto. The parties agree to modify the administrative fee listed in Schedule "A" if a change in law or regulations or a change in the plan results in a significant revision of the duties originally contemplated at the time of this Agreement. Such modification shall be agreed to by both parties.

4. Funding of Claims Payments. CITY OF WATERTOWN will maintain claims checking accounting for the payment of

Workers' Compensation claims to participants of the WC plan. POMCO will furnish CITY OF WATERTOWN, via email transmission, with a copy of the check register for each claims payment run. CITY OF WATERTOWN is responsible to deposit funds into the account to cover anticipated claims payments. POMCO shall not be liable for any claims, penalties, judgments or any other cost whatsoever arising from CITY OF WATERTOWN'S failure to fund the account in a timely or sufficient manner. Failure by CITY OF WATERTOWN to fund the account in a timely or sufficient manner constitutes a material breach of this agreement and may result in immediate termination of the contract by POMCO.

5. Obligations of CITY OF WATERTOWN. During the term of this Agreement, CITY OF WATERTOWN agrees that it shall:

- (a) Promptly report to POMCO all Workers' Compensation and 207a and 207c claims to administer. POMCO shall not be responsible in any manner whatsoever for information that has not been timely provided to POMCO. Client assumes the responsibility for the accuracy of the information and material submitted by the Client;
- (b) Furnish POMCO with such other data and/or written information and reports required by POMCO in administering and managing the WC and 207a & 207c Plans;
- (c) Notify POMCO of any and all proposed changes, amendments to or modifications of the WC Plan and 207 a & 207 c Plans at least fourteen (14) working days before the effective date of any such changes, amendments or modifications. If such changes, amendments or modifications result in special system revisions or adaptations, the resulting costs and expenses will be charged by POMCO to CITY OF WATERTOWN; and
- (d) Communicate in writing to POMCO all interpretations of the WC Plan, policy decisions and directions made by CITY OF WATERTOWN relating to the operation of the WC Plan.

6. Confidentiality. POMCO agrees that unless otherwise directed in writing by CITY OF WATERTOWN, it and its employees will at all times hold any and all data and other information concerning CITY OF WATERTOWN in strict confidence. POMCO acknowledges that all files and other documents maintained by POMCO relative to the WC Plan and 207a & 207c Plan are and shall remain the property of CITY OF WATERTOWN.



CITY OF WATERTOWN
ADMINISTRATIVE SERVICES AGREEMENT
For Workers' Compensation and
207 a & 207 c Administration Services

CITY OF WATERTOWN agrees that, unless otherwise directed in writing by POMCO, it and its employees will at all times hold any information concerning POMCO and its methods and procedures of operation in strict confidence.

The terms of this section shall survive the termination of this Agreement.

7.Solicitation of POMCO, Inc. CITY OF WATERTOWN agrees that during the term of this Agreement and for one (1) year thereafter it will not encourage or solicit any employee of POMCO, Inc. to become employed by CITY OF WATERTOWN in connection with the performance of services provided hereunder.

8.Independent Contractor Status. POMCO expressly acknowledges that it will be acting as an independent contractor for all purposes including payment of social security withholding tax and all other federal, state and local taxes. Under no circumstances are POMCO, or its directors, officers or employees, to be considered an employee or agent of CITY OF WATERTOWN.

9.Errors and Omissions Insurance. POMCO agrees to maintain, at its own expense an errors and omissions insurance policy in the amount no less than \$1,000,000 covering POMCO in connection with its management and administration of the Plans, and upon written request of CITY OF WATERTOWN to provide certificates of such insurance to CITY OF WATERTOWN. Clerical errors or normal variations in administering the Plan without intent to defraud and absent negligence or willful misconduct are recognized in this Agreement as possible. When such errors or variations are made and discovered, CITY OF WATERTOWN and POMCO shall work together in correcting, adjusting or otherwise making them right to the extent such is both possible and recoverable.

10.Indemnification. CITY OF WATERTOWN shall indemnify and hold harmless POMCO, and its directors, officers and employees, from and against any and all claims, lawsuits, settlements, judgments, liabilities, damages, costs, penalties, and expenses, including the cost of reasonable attorney's fees, and, at its own cost and expense, defend any action or proceeding against POMCO arising from CITY OF WATERTOWN's material breach of its obligations under this Agreement and any claim that arises out of and in accordance with the administration by POMCO of CITY OF WATERTOWN's plan including from the Centers for Medicare Services (CMS) or any other governmental entity, which claim arises out of and in accordance with the administration by POMCO of the Client's plan including allegations, mistakes or errors in reporting under the CMS Mandatory Reporting Requirements, provided POMCO shall have fully and faithfully performed its duties hereunder.

Notwithstanding the foregoing, CITY OF WATERTOWN shall not be required to indemnify POMCO for any of the foregoing which is the result of the willful misconduct, breach of contract, fraud or criminal conduct of POMCO, or its directors, officers or employees.

POMCO shall indemnify and hold harmless CITY OF WATERTOWN and its directors, officers and employees, from and against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including the cost of reasonable attorneys' fees, and, at its own cost and expense, defend any action or proceeding against CITY OF WATERTOWN arising from (i) the willful misconduct, fraud or criminal conduct of POMCO, or its directors, officers or employees, or (ii) any material breach of POMCO's obligations under this Agreement. References herein to the directors, officers and employees of the parties shall be deemed to include the directors, officers and employees of any affiliated subsidiary or parent corporation of the parties.

11. Right of Ownership. Client agrees that the POMCO system, computer programs and documentation of that system utilized to render the services detailed in this Agreement are, and shall remain, the exclusive and sole property of POMCO. It is further expressly understood that the systems, programs and documentation that are the exclusive and sole property of POMCO shall not be disclosed orally, in writing, or by any other means by the Client, its agents or employees without the prior written approval of POMCO. The provisions and restrictions of this paragraph shall otherwise survive and be binding upon the parties for a period of fifteen (15) years after the termination of this Agreement.

12.Disclaimer of Liability. CITY OF WATERTOWN acknowledges and agrees that POMCO has disclaimed and does not assume any liability for any consultation, diagnosis, treatment, care, service or supply provided to any participant in the Plans by any physician, hospital or other medical service provider. There is no liability on the part of POMCO for disruption of services or termination of this Agreement due to a pandemic/epidemic disease outbreak.

13.Examinations and Maintenance of Records. CITY OF WATERTOWN or its designated representative shall have the right to examine any of the books and records of POMCO related to the Plans and payments thereunder, provided such examination is subject to such reasonable restrictions as POMCO shall, in its sole discretion, impose for the purpose of protecting the confidentiality of medical information concerning participants in the Plans. Any examination of such books and records shall be conducted at the offices of POMCO during normal business hours and at the sole expense of CITY OF WATERTOWN.

POMCO shall retain all of CITY OF WATERTOWN's closed files according to POMCO's retention schedule. Files will be given retention dates of at least eighteen (18) years from the date of closing. All files will be returned to CITY OF



CITY OF WATERTOWN
ADMINISTRATIVE SERVICES AGREEMENT
For Workers' Compensation and
207 a & 207 c Administration Services

WATERTOWN, or destroyed with the written permission of CITY OF WATERTOWN, once retention dates have been reached.

CITY OF WATERTOWN understands and agrees that these files are not retained in duplicate, and that POMCO shall not be held liable for any loss or damage to these files while in the possession of POMCO, or while being returned to CITY OF WATERTOWN.

14. Termination. This Agreement shall be deemed terminated at the earliest of the times specified below:

- (a) The effective date of the discontinuance of the Plan by CITY OF WATERTOWN, provided POMCO has been given thirty (30) days prior written notice of such discontinuance;
- (b) The date that is thirty (30) days after receipt of written notice by either party that it desires to terminate this Agreement without cause;
- (c) Immediately upon a material breach of this Agreement and the breaching party has been given fifteen (15) days to rectify the issues but has failed to do so.
- (d) On any other date mutually agreeable to the Client and POMCO.

Termination of this Agreement shall not terminate the rights or liabilities of either party arising out of the period prior to such discontinuance.

15. Duties Upon Termination. In the event of termination of the agreement, POMCO will continue to handle all existing WC Plan claims for 90 days after the date of termination. CITY OF WATERTOWN shall be responsible for any outstanding and continued balance of payment on all existing claims handled by POMCO after date of termination. POMCO agrees that the Client information necessary to continue the administration of all pending claims as of the date of any termination, for any reason, shall be transferred to any new administrator, at no fee if in a POMCO desired format, as directed by the Client as part of its services under this Agreement.

16. Notice. All notices under this Agreement shall be in writing and shall be given by mailing the same by registered or certified mail, return receipt requested, Federal Express or other reputable overnight carrier, or facsimile transmission to the parties at their addresses as set forth above or to such other addresses as the parties may hereafter designate in writing. All notices shall be deemed served and given when mailed.

17. Assignment: Neither party may assign, delegate or subcontract or otherwise transfer its rights or obligations

hereunder absent the express written consent of the other party and any assignment or transfer in violation of this agreement shall be void; provided, however, POMCO, Inc. may assign its rights and delegate its duties pursuant to this Agreement to any successor, subsidiary or affiliate. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties' permitted successors and assigns.

18. Controlling Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York without regard to its principles of conflict of laws.

19. Modification. This Agreement contains the entire Agreement of the parties. No representations have been made or relied upon by either party, other than those that are expressly set forth in this agreement. This Agreement may not be changed except in writing signed by the parties.

20. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct or failure to act of the other which is a violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

22. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and permitted assigns.

CITY OF WATERTOWN.

By:

Title:

Date:

POMCO, Inc.

By:

Title: President

Date:



CITY OF WATERTOWN
ADMINISTRATIVE SERVICES AGREEMENT
For Workers' Compensation and
207 a & 207 c Administration Services

SCHEDULE "A"
Schedule of Compensation

Workers' Compensation Support Services	Proposed Fee
Workers' Compensation/207 Administrative Services Annual Flat Fee	
Contract Year One 2015-2016	\$56,500.00
Contract Year Two 2016-2017	\$57,500.00
Contract Year Three 2017-2018	\$58,500.00
Allocated Loss Adjustment Expense – to the Claim File	
Medical Bill Audits (State Fee Schedule)	Included
Medical Bill Audits (PPO network – additionally realized savings)	35%
Nurse Case Management and Return to Work Services (at current volume)	Included
MMSEA Reporting to CMS (per claim annual fee)	Included
Unlimited Access to RMLink! -- Internet Reports	
<ul style="list-style-type: none"> • RMLink! Access for Two (2) Users • Tools for Completion of FROI – Online Reporting 	Included
Tools for Completion of OSHA Log/Summary	
Plan Administration (Annual Fee)	Included
•	

*Allocated expenses are paid to the claim file include, but not limited to, surveillance, legal fees and PPO fees.



CITY OF WATERTOWN, NEW YORK

SUITE 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7730
FAX (315) 782-9014

1869

SHARON ADDISON
CITY MANAGER

To: Sharon Addison
City Manager

From: Matthew Roy
Assistant to the City Manager

Re: Workers' Comp/207a/207c RFP

Date: July 13, 2015

In May of this year the City Purchasing Department issued RFP 2015-02, Administrative Services for Workers' Compensation/207-a/207-c Plan. The current contract for this service has been held by POMCO for the past 5 years. The new contract is awarded for 3 years with the ability to renew for 2 additional 1 year terms. Completed proposals were submitted by 3 carriers. The carriers along with the annuals fees for their service have been provided below

	<u>POMCO Group</u>	<u>TRIAD</u>	<u>NCA Comp.</u>
Annual Fee		\$7,500	
Startup Fee			\$4,000
Workers' Comp Fee	\$18,000	\$15,000	\$15,000
207 Admin Fee	\$8,000	\$15,000	Included
Medical Bill Audit	\$9.65	\$10.00	\$7.50
Nurse Case Mgmt	\$95 per hour	\$275/\$150	\$95 per hour
MMSEA*	\$10.85per claim	Included	Included
MTG Variance*	\$185 per variance	\$97.50 per variance	\$95 per hour

*MMSEA-Medicare, Medicaid, and SCHIP Extension Act of 2007. This legislation requires a Workers' Comp administrator to report claims information for Medicare primary recipients of Workers' Compensation payments.

**MTG-Medical treatment guidelines variance-Any variances requested by a medical provider for a Workers' Comp claimant result in this fee being charged.

A selection committee consisting of City Comptroller Jim Mills, Purchasing Agent Amy Pastuf, City Attorney Robert Slye, and myself invited the 3 carriers to give finalist presentations. After the finalist presentations the selection committee met and unanimously voted to award this contract to POMCO. The pricing between the 3 carriers was very competitive with NCA Comp coming in at the lowest cost. However, their lack of experience servicing City municipal accounts and 207-a/207-c, eliminated them from contention. Pricing for POMCO and Triad was very similar, but in the end there was not enough seen from Triad to warrant a change in carriers. Overall we have been very satisfied with POMCO's service.

POMCO has proposed an alternative pricing model which I recommend we pursue. This proposal sets the fixed price at \$56,500 for 2015/2016. In years 2 and 3 this price increases by less than 2% at \$1,000 per year. These prices are lower than the service fees we have been paying under the variable method which totaled \$66,000 for the past 12 months. The biggest advantage of this pricing method is that we will know exactly what to budget for these services and can better take advantage of services such as nurse case management without having to keep an eye on the hourly rates which we are currently paying. Please prepare an agenda item for the July 20, 2015 City Council meeting to award this contract to POMCO. As always, I am available should questions arise.

Res No. 4

July 13, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Approving Pivot Employee Services Contract

Attached for City Council consideration is a resolution approving a Service Agreement between the City of Watertown and Pivot, formerly Northern Employee Assistance Services, 167 Polk Street, Watertown, NY. This Agreement will provide the City's approximately 350 employees and their family members with access to a program designed to help individuals deal with problems affecting their jobs and quality of life.

As noted in the attached report of Confidential Assistant to the City Manager Matthew Roy, Pivot will provide DOT and FTA approved training for employees and supervisors, serve as the City's Substance Abuse Professional, and provide three additional trainings at no cost.

An effective Pivot program is a crucial management tool and is available to assist City employees and their family members with a wide range of situations, such as substance abuse and addiction, job loss in the family, financial difficulties, home ownership, and stress in the home or workplace. When these or similar situations are occurring, they often end up impacting every aspect of an employee's life and will ultimately decrease productivity in the workplace and negatively affect the overall health and well-being of City employees.

The rate for services under the proposed Agreement is \$20.98 per employee for the one-year agreement. Attached for Council consideration is a resolution approving this contract.

RESOLUTION

Page 1 of 1

Approving Pivot Employee Assistance Services Contract

Introduced by

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

Total

YEA	NAY

WHEREAS Employee Assistance Programs are designed to assist employees and their families with difficult issues related to finances, stress at home and in the workplace, substance abuse, and other issues related to the well-being of employees, and

WHEREAS an Employee Assistance Program is an effective and supportive management tool aimed at helping employees cope with life’s many challenges, and

WHEREAS the City wishes to provide such a program for its employees and their families in compliance with NYS DOT and FTA requirements, and

WHEREAS the City of Watertown wishes to enter into a Service Agreement with Pivot, 167 Polk Street, Watertown, NY, for a one-year term,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Pivot Employee Assistance Services Contract between the City of Watertown and Pivot (formerly Northern Employee Assistance Services), a copy of which is attached and made part of this resolution, and

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

Seconded by



A New Direction

167 Polk Street, Suite 320 • Watertown, NY 13601

Prevention & Health Services

Office: 315-788-4660

Fax: 315-788-4922

www.pivot2health.com

Employee Assistance Services

Watertown Office: 315-788-4790

Ogdensburg Office: 315-713-4861

Toll Free: 1-877-327-6327

www.pivot2eap.com

PIVOT EMPLOYEE ASSISTANCE SERVICES CONTRACT

Between Pivot (formerly Northern Employee Assistance Services) and **City of Watertown**, Watertown, New York. This agreement shall be in effect from **August 1, 2015 to July 31, 2016** or until cancelled by either party upon 60 days written notice to the other party.

Pivot (hereinafter referred to as the Provider) will provide the following services to **City of Watertown**, (hereinafter referred to as the Company):

1. The Provider will consult with the Company and the advisory committee regarding continuing program development.
2. The Provider will assist the Company in the development, selection, and use of promotional materials as requested in order to keep all relevant persons appropriately informed about the EAP.
3. The Provider will offer free orientations as needed.
4. The Company will receive the following free trainings: Workplace Violence, Sexual Harassment, The Right to Know and DOT/FTA. All other trainings and seminars will be offered at a reduced rate of \$150 per hour and any related travel expenses will be paid by the Company.
5. The Provider will interview any person covered by the contract for the purpose of identifying problems, determining the appropriate service provider(s) to which the client can be referred, and arranging for such referrals. The Provider accepts responsibility for following the progress of these referrals.
6. The Provider will keep confidential records of all activities connected with the Company program, and will present statistical records on a regular basis.
7. The Provider will furnish technical assistance to the Company when appropriate with respect to the Pivot Employee Assistance Services.
8. The Provider will assist the Company with any program evaluation efforts for the purpose of ongoing program development and justification.

9. The Provider will provide Substance Abuse Professional Services in accordance with Department of Transportation regulations. The Provider will also provide Drug Free Awareness Program in compliance with FTA standards.

The cost of said Pivot Employee Assistance Services for the specified period, based on **348 employees at \$20.98 per capita is \$7,300**, payable in full or 2 parts. If the number of employees is incorrect, please make any necessary adjustments and initial the changes.

Pivot

City of Watertown

Date
William W. Bowman, Executive Director

Date
Sharon Addison, City Manager



CITY OF WATERTOWN, NEW YORK

SUITE 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7730
FAX (315) 782-9014

1869

SHARON ADDISON
CITY MANAGER

To: Sharon Addison
City Manager

From: Matthew Roy
Assistant to the City Manager

Re: Pivot EAP Contract

Date: July 13, 2015

The contract with Pivot, formerly the Northern Employee's Assistance Center, to provide EAP services to the City has been drafted and reviewed. During discussions with Pivot, they agreed to provide the following services to the City of Watertown:

- Short term solution based counseling for employees and their family members.
- Orientations about their services available on site and online.
- Serve as our substance abuse professional (SAP).
- A drug free awareness program in compliance with FTA requirements.
- DOT and FTA approved training for employee and supervisors.
- Provide the City with video based trainings covering the following areas:
 - The Right to Know
 - Sexual Harassment
 - Workplace violence

In an effort to drive increased participation in the program, the service provided by Pivot will be disseminated via online to all new employees as we begin our official orientation process. To target current employees, we will have Pivot provide onsite orientation meetings for our employees and supervisors. We will vigilantly track employee usage throughout the year and work with Pivot on strategies to increase participation. In my opinion they provide a very valuable service, one that benefits not only our employees but our supervisors as well. Please provide an agenda item for the July 20, 2015 City Council agenda for the approval of this contract. As always, I'm available should any questions arise.

Res No. 5

July 13, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving the City of Watertown CitiBus Department Title VI Submission

As detailed in the attached report of Confidential Assistant to the City Manager Matthew Roy, he outlines that the City must submit Title VI requirements as prescribed by FTA 5307 guidelines.

Attached for Council consideration is a resolution approving the Title VI submission.

RESOLUTION

Page 1 of 1

Approving the City of Watertown CitiBus
Department Title VI Submission

Introduced by

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

YEA	NAY

WHEREAS the City of Watertown is the recipient of Urbanized Area Formula Funding, 5307 funds, and

WHEREAS in order to ensure that we are complying with the required FTA regulations, the City of Watertown must approve the Title VI Program,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the City of Watertown CitiBus Department Title VI Submission, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City of Watertown shall continue to ensure that it will properly administer the Title VI program.

Seconded by

The City of Watertown CitiBus Department Title VI Submission

The following is the City of Watertown's official submission of the Title VI requirements as listed in FTA Circular 4702.1B dated October 1, 2012. The City of Watertown is a new grantee under FTA 5307 funding and this is our first submission of the Title VI requirements. The following documents were developed after numerous conversations with our representative from AdSTM and with the Region 2 Civil Rights Officer. We believe that we have captured all of the requirements and certainly welcome any questions, comments, or feedback. Our website, www.watertown-ny.gov, has also been updated with all of the necessary requirements. We fully understand and take very seriously our responsibilities under Title VI of the Civil Rights Act.

Matthew Roy
Assistant to the City Manager
The City of Watertown
mroy@watertown-ny.gov
(315)785-7732

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Notifying the Public of Rights Under Title VI

THE CITY OF WATERTOWN, NY

- The City of Watertown operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Watertown.
- For more information on the City of Watertown's civil rights program, and the procedures to file a complaint, contact the Assistant to the City Manager at 315-785-7732, email civilrights@watertown-ny.gov; or visit our administrative office at 245 Washington Street Suite 302, Watertown, NY 13601. For more information, visit www.citywatertown.org
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590
- If information is needed in another language, contact the Assistant to the City Manager at (315)785-7732.

The City of Watertown CitiBus Department Title VI Complaint Procedure

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the City of Watertown Citibus department (hereinafter referred to as “the department”) may file a Title VI complaint by completing and submitting the agency’s Title VI Complaint Form.

Please submit this form in person at the address below, or mail this form to:

Assistant to the City Manager
The City of Watertown
245 Washington Street, Suite 302
Watertown, NY 13601

The City of Watertown City Manager’s Office investigates complaints received no more than 180 calendar days after the alleged incident. The City Manager’s Office will process complaints that are complete. A copy of the complaint form is available on the City of Watertown website, www.citywatertown.org, or by mail by calling the City of Watertown Manager’s office at (315)785-7732.

Once the complaint is received, the City Manager’s Office will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The City Manager’s Office has 30 business days to investigate the complaint. If more information is needed to resolve the case, the Office may contact the complainant. The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the Office can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 10 business days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

THE CITY OF WATERTOWN CitiBus DEPARTMENT

TITLE VI COMPLAINT FORM

The City of Watertown's CitiBus Department is committed to providing non-discriminatory service to ensure that no person is excluded from participation in, or denied the benefits of, or subjected to discrimination in the receipt of its services on the basis of race, color or national origin as protected by Title VI of the Civil Rights Act of 1964 ("Title VI.") If you feel that you have been discriminated against, please provide the following necessary information in order to facilitate the processing of your complaint. Once completed, return a signed and dated copy to:

**Assistant to the City Manager
The City of Watertown
245 Washington Street, Suite 302
Watertown, NY 13601**

A person may also file a complaint directly with the U.S. Department of Transportation by contacting the Department at:

**Federal Transit Administration Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington, DC 20590**

The following information is needed to assist in processing your complaint.

Complainant's Information:

Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Accessible Format Requirements (Check all that apply)

- Large Print
- TDD

- Audio Tape
- Other

Person Discriminated Against (if someone other than complainant)

Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Accessible Format Requirements (Check all that apply)

- Large Print
- TDD

- Audio Tape
- Other

Which of the following best describes the reason you believe the discrimination took place? Please place a check mark in all that apply. You may submit your description privately to the Assistant to the City Manager in person, by phone at (315)785-7732, or by e-mail at: civilrights@watertown-ny.gov

Race

Color

National Origin

On what date(s) did the alleged discrimination take place?

Describe as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. (If additional space is needed, please add a sheet of paper).

List names and contact information (if known) of persons who may have knowledge of the alleged discrimination.

Have you filed this complaint with any other federal, state, or local agency, or with and federal or state court? Check all that apply.

Federal Agency _____

Federal Court _____

State Agency _____

State Court _____

Local Agency _____

If you have checked above, please provide the contact person at the agency/court where the complaint was filed.

Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

Complainant Signature:

Date: _____

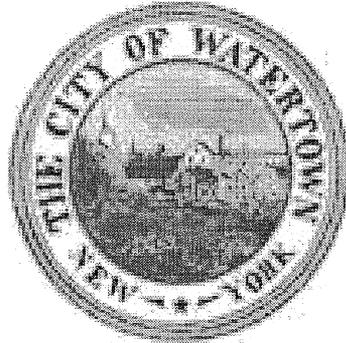
Attachments: Yes: _____ No: _____

Once this form is received by the City of Watertown, it will be reviewed to determine whether the complaint constitutes a Title VI complaint and/or whether there is sufficient information for an investigation. The complainant will receive an acknowledgement letter informing him/her whether the complaint is covered under Title VI and/or if more information is needed for a Title VI investigation to take place. To protect your rights, your complaint must be filed within 180 calendar days following the date of the alleged discrimination. Failure to file within 180 calendar days may result in dismissal of the complaint. The City of Watertown's hours of operations are September thru May, 9am to 5pm, June-August, 8am to 4 pm.

*The City of Watertown CitiBus Department
Log of Investiagtions, Lawsuits, and Complaints*

Month, Day, Year	Summary	Basis of Complaint		Status	Action Taken
		Race/Color/National Origin			
Investigations					
1					
2					
Lawsuits					
1					
2					
Complaints					
1					
2					

No Title VI Investigations, Lawsuits, or Complaints to Report.



1869

The City of Watertown CitiBus Public Participation Plan 2015

Approved by the City Council of the City of Watertown on XXXX X, XXXX

Purpose

This document serves as the public participation plan for the City of Watertown CitiBus Department. It is intended to outline the public involvement process and procedures as required by 49 U.S.C. Section 5307 (c)(1) thru (c)(7)

This plan outlines our philosophy as well as different approaches to public involvement

CitiBus Facts

Service Area Population-27,453

Fleet Size-3 active route buses with 2 spares. 2 active paratransit vehicles.

Service Area-The City of Watertown with 2 routes servicing major shopping centers just beyond the City border.

As required by FTA Circular 4702.1B, the City of Watertown has conducted a four factor analysis to gauge the level of service required by our Limited English Proficient (LEP) population. The results of this analysis show that we have a very minute LEP population, with limited encounters with our CitiBus Department. Nonetheless, if requested, we will make reasonable efforts to accommodate our LEP population in a reasonable amount of time. Copies of our Language Assistance Plan can be obtained on our website, www.citywatertown.org, or at the CitiBus headquarters.

Public Participation Plan

It is the mission of CitiBus to provide affordable, accessible, and high quality transportation to our citizens. As part of our mission, we understand that open and inclusive communication with our citizens is paramount to achieving our overall mission. To ensure that the public has ample opportunity to be heard and to be a part of our objectives, CitiBus will use the following media to seek involvement from our citizens.

Meetings

Public information meetings held by our transportation committee are valuable for seeking the input, ideas, suggestions, and feedback of our citizens. Currently meetings are held quarterly on the 3rd Wednesday of the months of January, April, July, and October. In the past our meetings have all taken place at 3:00pm at our transportation administrative offices which are located on the Northwest side of our service area. In the hopes of increasing public participation, we will start varying our geographic locations to include our City Municipal Offices which are more centrally located within our service area. We will also experiment with varying the times of our meetings to include meetings at noontime. We will incorporate sign-in sheets to better track the level of public participation given the varying location and time.

Public Hearing

If a public hearing is required, a presentation outlining the need, purpose, and impact of the proposal will be given. Members of the public are encouraged to speak at the hearing or to relay their thoughts via a written submission. A copy of the presentation will be posted on the CitiBus website, and public comments will be accepted for an additional 3 days after the public hearing date. Questions regarding the presentation can be posed at the conclusion of the presentation. However, detailed questions that cannot be reasonably answered following the presentation will be responded to via mail.

These meetings will be advertised as public hearing notices in our local newspaper, *The Watertown Daily Times*, and on the CitiBus website. Additionally, meeting advertisements will be posted on our buses and in our transportation administrative offices. Additional media resources may be sought if public participation is low. Public hearings will be attended by a representative(s) of our CitiBus department as well as other relevant staff from our City Supervisory Team. Official minutes will be taken and will be available for release to the public upon demand and will be posted on the CitiBus website. We will include sign-in sheets at these meetings to better track the level of public participation within our public hearings.

Monitoring and Evaluation

The City of Watertown CitiBus operation will continuously monitor, evaluate, and improve its public participation process. Regular review will be completed and, upon the results of the review, any necessary adjustments to further improve upon this public participation plan will be made.

Language Assistance Plan for the City of Watertown Transportation Department (CitiBus)

Purpose

The purpose of a language assistance plan is to meet Federal Transit Administration's requirements to comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin. As a recipient of FTA funds, our CitiBus department will take reasonable steps to ensure meaningful access to our transit services for persons who do not speak English at a level of "very well" according to census standards and who have a limited ability to write, read, speak or understand English. These persons are referred to as Limited English Proficient (LEP) by the FTA.

This plan conforms to the requirements as set out by FTA Circular 4702.1B Title VI Requirements and Guidelines for Federal Transit Administration Recipients dated October 1, 2012.

The language assistance plan for the City of Watertown CitiBus operation contains:

- A. A needs assessment based on the four-factor analysis
- B. Language assistance measures
- C. A staff training plan
- D. Methods for notifying LEP persons about language assistance
- E. Methods for monitoring, evaluating, and updating the plan

A. LEP Needs Assessment-the Four-Factor Analysis

Factor 1. The number or proportion of LEP persons in our transit service area who may be served or are likely to encounter our transit program.

We assessed the following information about LEP persons to determine the number or proportion of LEP persons who might use or want to use our transit services:

US Census Bureau: Language Spoken at Home: 2009-2013 American Community Survey 5-Year Estimates Reports from drivers and dispatchers about contact with LEP persons

According to the data obtained by the US Census Bureau:

1. The total number of LEP persons in our service area is 298. Our service area covers the boundaries of the City of Watertown with 2 routes that have stops just outside of our boundaries serving major shopping areas.
2. The total eligible population in our area is: 27,453
3. The proportion of LEP persons to the total eligible service population is 1.2%
 - a. Spanish-0.6%
 - b. Indo-European-0.5%
 - c. Asian and Pacific Islander-0.1%

Factor 2. The frequency with which LEP persons come in contact with our transit program:

Our drivers and our dispatchers report very little interaction or contact with LEP persons. Our drivers report that annually they have 2 to 3 encounters with LEP patrons. We are developing internal procedures to better track this data to aide in assisting this population. We are putting in place a log for our drivers and any other staff who may come in contact with our LEP population to use should they come into contact with an LEP person. This log will include the employee's name, LEP person's name, date, their proficient language, as well as the pick-up and drop-off locations. We will also include I Speak cards to better identify the language which is spoken by our LEP population. It is our hope that this data will help us to better analyze the frequency of our interaction with LEP populations as well as possible outreach opportunities should LEP persons have a common pick-up and/or drop-off location.

Factor 3. The nature and importance of our transit program provided to the LEP population.

Our CitiBus operation considers our transit programs to be an important and essential service for many people living in our service area.

CitiBus provides services to the general population, the elderly and disabled members of our community. CitiBus operates 3 regional routes with most of these routes contained fully within the City limits. 2 routes have stops just outside of our City limits servicing major retail locations including Seaway Plaza, Salmon Run Mall, and Hannaford Foods/K Mart. 3-30 passenger buses with lift capacity operate Monday thru Saturday. Our buses also accommodate 2 wheelchair riders. We also contract with a paratransit provider who operates 2-14 passenger-2 wheelchair paratransit vehicles.

Public transit in the City of Watertown is a vital asset to our community. The total ridership for 2014 was 145,213 with patrons using our services for access to our local community college, places of employment, shopping, recreation, and for obtaining health services.

Factor 4. The resources available to our transit system and the overall cost to provide language assistance.

Our 2014/2015 budget does not include any items for communicating with LEP persons in their language about transit services that are available to them. We have decided to allocate \$500 for these services in the 2015/2016 City of Watertown budget. We feel this is more than adequate given our limited LEP population and the limited frequency in which LEP persons come in contact with CitiBus operations. We will re-assess this allocation annually and adjust it based upon the frequency of the request for these services. The 2015/2016 breakdown for these services is as follows:

Language Interpretation-Language Line-\$400

Language Translation-Language Line-\$100

B. Language Assistance Measures

There are several language assistance measures that we will make available to our LEP population should the need arise. These include:

Arranging for the availability of oral translators. We will use the pay as you go service from Language Line in times of need for oral translation.

Posting notices in appropriate languages informing LEP persons of available services. Documents that need to be translated will be done so by either Language Line or Google Translate.

Staff Training

To ensure the effective implementation of this plan, CitiBus will properly train our staff upon orientation, on an as needed basis, and annually in the following:

Our Language Assistance Plan-All transit supervisors, operators, and office staff responsible for answering the telephone will receive this training.

Census demographic data about our LEP population-All transit supervisors, operators, and office staff responsible for answering the telephone will receive this training.

Completion of the LEP log-All transit operators and office staff responsible for answering the telephone will receive this training.

How to handle requests for transit service from our LEP population- All transit operators and office staff responsible for answering the telephone will receive this training.

Responsibility to notify the City Manager's Office about any LEP persons with unmet needs- All transit supervisors, operators, and office staff responsible for answering the telephone will receive this training.

C. Notice to LEP persons about available language assistance

Our CitiBus operation will post within all of our public communication that our LEP persons will have access to the language assistance measures outlined above. Documents that can be translated are the Civil Rights complaint procedures and the Civil Rights complaint form. Translation will be completed by either using the service of Language Line or Google Translate. Should our driver/dispatcher log show the need, we will take the necessary steps to translate our public communications in the language(s) with which there is a documented need.

D. Annual Monitoring, Evaluating, and Updating Plan

CitiBus will review this plan annually and will assess:

Its effectiveness

The appropriateness of the budget allocation

A review of complaints from LEP persons

E. Dissemination of this Plan

This Language Assistance Plan will be available on our City's website, www.citywatertown.org, and at no cost in English upon request by telephone, mail, e-mail, or in person.

Este Plan de Asistencia de idioma estará disponible en la página web de nuestra ciudad, www.citywatertown.org, y sin costo en Inglés bajo petición por teléfono, correo, correo electrónico o en persona.

F. Questions or comments about this plan may be submitted to:

Assistant to the City Manager
The City of Watertown
245 Washington Street, Suite 302
Watertown, NY 13601
(315)785-7732
civilrights@watertown-ny.gov

The City of Watertown Transportation Committee Table Depicting Membership Broken Down by Race

<u>Table Depicting Membership of Transportation Committee Broken Down by Race</u>	Caucasian	Latino	African American	Asian American	Native American
Population	84.2%	5.9%	6.4%	1.7%	.3%
Transportation Committee	100%				

Our transportation committee members serve a 3-year term and are appointed to the committee by our City Council. Recruitment measures in the past have varied, but typically a candidate would express their interest in a letter to our City Council. In order to achieve a more diverse and representative committee, we will undertake the following steps to better inform the public when there is a vacancy on our transportation committee:

We will advertise the vacancy within our local newspaper The Watertown Daily Times.

We will post the advertisement within all of our CitiBus vehicles

We will post a link to the advertisement on the City’s website

The City of Watertown CitiBus Department System-Wide Service Standards and Policies

CitiBus Vehicle Load Standard

The average of all loads during the operating period should not exceed vehicle's achievable capacities, which are 40 passengers for the 30' standard bus and 28 passengers for the 24' standard bus.

CitiBus Vehicle Headways and Periods of Operation

<u>Weekday</u>	<u>Base</u>
Regional Trunk	40

Base- 7:00am to 6:15pm

<u>Saturday</u>	<u>Base</u>
Regional Trunk	40

Base-9:40am to 5:35pm

CitiBus On-Time Performance Standards

Ninety-five (95) percent of the CitiBus transit vehicles will complete their established runs no more than 5 minutes early or late in comparison to the established schedule/published timetables.

CitiBus Service Availability Standards

CitiBus will distribute transit service so that 80% of all residents in the service area are within a ¼ mile walk of bus service. Local bus stops will be not more than 1 block apart as riders are free to catch our buses at any intersection located along the bus route.

CitiBus Vehicle Assignment Policy

Vehicles will be assigned to the 3 regional routes so that the average age of the fleet serving each route will not exceed the useful life of the vehicle. Our current inventory of buses are all 13 years of age. It is our intention to replace 3 buses in 2016 and 2 buses in 2017.

Bus assignments are all the same for each of the 3 regional routes. Our current fleet of 30' buses were all built in 2002. Should one of our 30' buses be pulled from service, it is replaced with the spare 30' bus. If the spare 30' bus is already in service or unable to be placed in service, the 24' spare bus will be placed into service in the route with the lowest ridership

CitiBus Transit Amenities Policy

Installation of transit amenities along bus routes are based on the number of passenger boardings at stops and stations along the routes.

CitiBus Log for Experiences with LEP Population

	<u>Employee's Name</u>	<u>Date</u>	<u>Route</u>	<u>Patron Name</u>	<u>Pickup Location</u>	<u>Dropoff Location</u>	<u>Language Spoken</u>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

- | | |
|--|-------------------------------|
| <input type="checkbox"/> <p>ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.</p> | <p>1. Arabic</p> |
| <input type="checkbox"/> <p>Խոսողո՞ւմ ե՞սք նշող՞ւմ կատարե՞ք այս քանակուսում, եթե խոսում կամ կարողում եք հայերեն:</p> | <p>2. Armenian</p> |
| <input type="checkbox"/> <p>যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্স দাগ দিন।</p> | <p>3. Bengali</p> |
| <input type="checkbox"/> <p>ឈ្លូមបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។</p> | <p>4. Cambodian</p> |
| <input type="checkbox"/> <p>Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro.</p> | <p>5. Chamorro</p> |
| <input type="checkbox"/> <p>如果你能读中文或讲中文，请选择此框。</p> | <p>6. Simplified Chinese</p> |
| <input type="checkbox"/> <p>如果你能讀中文或講中文，請選擇此框。</p> | <p>7. Traditional Chinese</p> |
| <input type="checkbox"/> <p>Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.</p> | <p>8. Croatian</p> |
| <input type="checkbox"/> <p>Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.</p> | <p>9. Czech</p> |
| <input type="checkbox"/> <p>Kruis dit vakje aan als u Nederlands kunt lezen of spreken.</p> | <p>10. Dutch</p> |
| <input type="checkbox"/> <p>Mark this box if you read or speak English.</p> | <p>11. English</p> |
| <input type="checkbox"/> <p>اگر خواندن و نوشتن فارسي بلد هستيد، اين مربع را علامت بزنيد.</p> | <p>12. Farsi</p> |

- Cocher ici si vous lisez ou parlez le français. 13. French
- Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen. 14. German
- Σημειώστε αυτό το πλαίσιο αν διαβάσετε ή μιλάτε Ελληνικά. 15. Greek
- Make kazye sa a si ou li oswa ou pale kreyòl ayisyen. 16. Haitian Creole
- अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ। 17. Hindi
- Kos lub voj no yog koj paub twm thiab hais lus Hmoob. 18. Hmong
- Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet. 19. Hungarian
- Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano. 20. Ilocano
- Marchi questa casella se legge o parla italiano. 21. Italian
- 日本語を読んだり、話せる場合はここに印を付けてください。 22. Japanese
- 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오. 23. Korean
- ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ. 24. Laotian
- Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim. 25. Polish

- | | | |
|--------------------------|--|----------------|
| <input type="checkbox"/> | Assinale este quadrado se você lê ou fala português. | 26. Portuguese |
| <input type="checkbox"/> | Însemnați această căsuță dacă citiți sau vorbiți românește. | 27. Romanian |
| <input type="checkbox"/> | Пометьте этот квадратик, если вы читаете или говорите по-русски. | 28. Russian |
| <input type="checkbox"/> | Обележите овај квадратик уколико читате или говорите српски језик. | 29. Serbian |
| <input type="checkbox"/> | Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky. | 30. Slovak |
| <input type="checkbox"/> | Marque esta casilla si lee o habla español. | 31. Spanish |
| <input type="checkbox"/> | Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog. | 32. Tagalog |
| <input type="checkbox"/> | ให้กาเครื่องหมายลงในช่องถ้าท่านอ่านหรือพูดภาษาไทย. | 33. Thai |
| <input type="checkbox"/> | Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga. | 34. Tongan |
| <input type="checkbox"/> | Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою. | 35. Ukrainian |
| <input type="checkbox"/> | اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔ | 36. Urdu |
| <input type="checkbox"/> | Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ. | 37. Vietnamese |
| <input type="checkbox"/> | באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש. | 38. Yiddish |

Transportation Commission Quarterly Meeting Minutes July 17, 2013 meeting

COMMISSION MEMBERS PRESENT: JoAnna Fassett, Michelle Appleby, Owen Virkler, Suzanne Morrow

COMMISSION MEMBERS ABSENT: Jennie Adsit, Betsy Penrose, Samuel Purrington, Roberta Hagerty, Robert Freeman III , Mary Newman,

STAFF PRESENT: Kathy Webster Transit Supervisor – City of Watertown
STAFF ABSENT: Jeffrey Lieberman Transit Supervisor at Guilfoyle – Paratransit

The meeting was called to order by Kathy Webster at 3:10 pm and was held at the CitiBus Facility at 544 Newell St.

Kathy Webster welcomed those in attendance for Jennie who called today and could not make the meeting.

Kathy Webster began with the statistic reports for the Fixed Route and Paratransit service. The ridership has increased on both fixed route and Para transit buses.

During this quarter there are more advertisements inside and outside of the buses. The outside ad space is sold out on all buses.

Total receipts were up on Fixed route service and the Paratransit service, The monthly passes have been used more in this quarter.

Sue Morrow talked about a problem with a seat belt that was stuck on one of the buses. Kathy told Sue the seat belt buckle had gotten broken and we are currently replacing that belt.

Due to the high heat wave CitiBus is concentrating on keeping three buses on route that have Air Conditioning for the health safety of all the passengers.

JoAnna wanted to know where people can get the schedules other than on the buses and on line. She said not everyone has a computer or knows where to get the bus. JoAnna Fassett talked about a need for people to better understand where the bus stop locations are. She feels we need to educate new people and possibly have some bus stop signs.

Kathy said that in the past there was a verse explaining our bus stop locations on the bus schedules. We could add to the current schedules. For your convenience buses will stop prior to most intersections on all routes.

Owen Virkler spoke of possibly putting some signs in the future at a few locations that are not prior to the intersections. We will have further discussion at the next full member meeting.

Kathy Webster thanked everyone for attending and the meeting was adjourned at 4:15 pm.

The Bus shelter locations were Woodruff St. Hospital location, Creek wood Apts., Factory Street, and Jefferson Community College dorms

Betsy Penrose and Mary Newman feel that the existing two bus stop locations at the college are satisfactory for the Dorm residences.

Owen said the Factory St shelter might be something that could be incorporated in the Factory street revitalization project.

We will further our discussions at the next meeting on the third Wednesday in April.

Jennie Adsit thanked everyone for attending and the meeting was adjourned at 4:10 pm.

Transportation Commission Quarterly Meeting Minutes January 15, 2014 meeting

COMMISSION MEMBERS PRESENT: Jennie Adsit, Roberta Hagerty, Betsy Penrose, Samuel Purington, Owen Virkler, Suzanne Morrow, Mary Newman

COMMISSION MEMBERS ABSENT: Joanna Fassett, Robert Freeman III

STAFF PRESENT: Kathy Webster Transit Supervisor – City of Watertown
STAFF ABSENT: Jeffrey Lieberman Transit Supervisor at Guilfoyle – Paratransit

The meeting was called to order by Jennie Adsit at 3:10 pm and was held at the CitiBus Facility at 544 Newell St.

Jennie Adsit greeted those in attendance and directed Kathy Webster to begin the statistic reports for the Fixed Route and Paratransit service.

The ridership counts were down from the previous years counts on fixed route and Paratransit reports..

Passenger receipts were up on Fixed route service. The monthly passes have been used 1,106 times more in this quarter then previous year..

During this quarter there are more advertisements inside and outside of the buses. The outside ad space is sold out on all buses.

The reports were discussed by the Board members and questions were brought up about bus replacements and Urbanization.

Owen Virkler mentioned that things at this time were moving forward slowly and actually more of a stand still.

Kathy said that her boss Gene Hayes has been working with State and Federal representatives meeting all of requirements as they are presented. He has been months requesting a meeting with the Commissioner.

Sam Purington spoke about Medicaid rides and if the City will at some point participate with providing that service. .

Sam and Kathy agreed the billing process and extra staff needed for this venture would be a large factor before it would be a reality.

We discussed potential bus shelter locations in the future and the four that were mentioned we agreed on at least three of the locations as future projects.

Transportation Commission Quarterly Meeting Minutes July 16, 2014 meeting

COMMISSION MEMBERS PRESENT: Jennie Adsit, Owen Virkler, Betsy Penrose, Dawn Mills, Sam Purington, Susan Morrow

COMMISSION MEMBERS ABSENT: Roberta Hagerty, Michelle Appleby, Mary Newman, Robert Freeman III

STAFF PRESENT: Christine Cratsenberg, Jeffrey Liberman (Guilfoyle)

STAFF ABSENT:

All attendees received the Data Reports and Statistics Report for their review.

The meeting was called to order by Jennie Adsit at 3:00pm and was held at the CitiBus Facility at 544 Newell St.

Jennie had everyone introduce themselves and she welcomed Dawn Mills as a new member to the Transportation Committee and Christine Cratsenberg as a new staff member for the City of Watertown. Jennie instructed Christine to begin with the statistic reports for the Fixed Route and Para Transit services . There was brief discussion on the data reports.

There was a brief discussion on the 2 accidents of 2 Paratransit Buses and how it would affect the routing of that service when they were being repaired. .

The proposed construction of the Bus Shelter at Maple Courts was discussed and also a shelter being put up at Urban Mission. Owen suggested that the money for the shelter for Factory Street come from the reconstruction of the street itself. He said it should be added right into the cost of the project.

Members Term Updates discussed and thanked those present for their commitment to transit.

The meeting was adjourned by Jennie Adsit and seconded by Owen Virkler at 3:30pm.

Transportation Commission Quarterly Meeting Minutes October 15, 2014 meeting

COMMISSION MEMBERS PRESENT: Jennie Adsit, , Betsy Penrose, Samuel Purington, Owen Virkler, Suzanne Morrow

COMMISSION MEMBERS ABSENT: Mary Newman, Robert Freeman III, Michelle Appleby

STAFF PRESENT: Christine Cratsenberg Acting Transit Supervisor – City of Watertown

STAFF ABSENT: Jeffrey Lieberman Transit Supervisor at Guilfoyle – Paratransit

The meeting was called to order by Jennie Adsit at 3:05 pm and was held at the CitiBus Facility at 544 Newell St.

Jennie Adsit greeted those in attendance and directed Christine Cratsenberg to begin the statistic reports for the Fixed Route and Paratransit service.

The ridership counts were up from the previous years counts on fixed route and Para transit reports were ridership was down

Passenger receipts were down on the Fixed route and also on the Paratransit service.

During this quarter there are more advertisements inside and outside of the buses. The outside ad space is sold out on all buses.

We spoke about the bus shelter at Maple Courts and that no progress at this time has been made.

Jennie Adsit thanked everyone for attending and the meeting was adjourned at 3:30 pm.

Transportation Commission Quarterly Meeting Minutes
January 14, 2015 meeting

COMMISSION MEMBERS PRESENT: Sue Morrow

COMMISSION MEMBERS ABSENT: All Other Members

STAFF PRESENT: Christine Cratsenberg, Jeffrey Liberman (Guilfoyle)

STAFF ABSENT:

The meeting was cancelled due to only one member showing up.



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CITY OF WATERTOWN, NEW YORK

SUITE 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7730
FAX (315) 782-9014

SHARON ADDISON
CITY MANAGER

To: Sharon Addison
City Manager

From: Matthew Roy
Assistant to the City Manager

Re: FTA Title VI requirements

Date: July 13, 2015

As the City is now a recipient of Urbanized Area Formula Funding, 5307 funds, there are 17 different categories in which the FTA will tri-annually audit the City to ensure that we are complying with the required FTA regulations. Once such area subject to audit is the City's Title VI programs and policies. Title VI of the Civil Rights Act of 1964 strictly prohibits discrimination by government agencies that receive federal funds. The FTA requires formal adoption of a Title VI program which includes a number of different forms and procedures which include:

- A Title VI Public Notification
- A Title VI Complaint Procedure
- A Title VI Complaint Form
- A Public Participation Plan
- A Language Assistance Plan

After numerous communications with our FTA consultant and the FTA Region 2 Civil Rights Officer, we have developed the forms and procedures listed above. The final step before official submission of our Title VI program is to have Council formally adopt the program that I have included with this memo. While this should satisfy the immediate requirements of the FTA, we must remember that a properly administered Title VI program requires constant scrutiny, consistent training, and an everyday focus on ensuring that our operations do not discriminate based on race, color, or national origin. My point is that formal submission and approval of our program by the FTA does not end our Title VI requirements, we must remain continuously vigilant to ensure that we are maintaining compliance. Please place an agenda item for formal adoption of our Title VI program for the July 20, 2015 City Council meeting. As always, I'm available for any questions that may arise.

Res No. 6

July 13, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Approving Purchasing Policy Revisions

As the City of Watertown is now a recipient of Urbanized Area Formula Funding, 5307 funds, our Purchasing Policy must be revised in order to comply with FTA requirements. As stated in the attached report from Purchasing Manager Amy M. Pastuf, there are 17 different categories that will be audited on a tri-annual basis to ensure compliance.

A resolution for Council consideration is attached which adopts the revised Purchasing Policy ensuring that we will be in compliance with Federal Policies and Procedures for FTA purchases.

RESOLUTION

Page 1 of 1

Approving Purchasing Policy Revisions

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 on August 20, 2012, the City Council approved the latest revision to the City’s Purchasing Policy identifying Amy M. Pastuf as Purchasing Manager for the City of Watertown, and

WHEREAS the City’s Procurement Policy has been established and adopted by the City Council, and

WHEREAS the City of Watertown is the recipient of Urbanized Area Formula Funding, 5307 funds, and

WHEREAS in order to ensure that we are complying with the required FTA regulations, the City of Watertown has revised its Purchasing Policy,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Purchasing Policy for the City of Watertown, a copy of which is attached and made part of this resolution.

Seconded by

CITY OF WATERTOWN, NEW YORK

PROCUREMENT POLICY

Purpose

To ensure the prudent and economical use of the public's money for the purchase of goods and services of maximum quality at the most economical cost, and to guard against favoritism, improvidence, extravagance, fraud, and corruption, the City of Watertown, N.Y. is adopting internal policies and procedures governing all procurements which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103, or of any other general, special or local law.

Purchasing Ethics

To maintain a high standard of conduct and to protect the reputation of the local government, the following rules of conduct with apply:

1. To consider first the interests of the local government and the betterment of its government.
2. To obtain the greatest value for every dollar spent.
3. To be receptive to advice and suggestions from department heads, insofar as such advice and suggestions are not in conflict with legal or moral restrictions in purchasing procedures.
4. To strive for knowledge of equipment and supplies in order to recommend items that may reduce cost and/or increase efficiency.
5. To insist on and expect honesty in sales representation whether offered verbally or in writing, through the advertising or in a sample of a product submitted.
6. To give all responsible bidders equal consideration and the assurance of unbiased judgment in determining whether their product meets specifications.
7. To discourage the offer of, and to decline, gifts which might influence the purchase of municipal equipment and supplies.
8. To accord a prompt and courteous reception, insofar as conditions permit, to all who call on legitimate business missions.
9. To counsel and assist other purchasing agents in the performance of their duties wherever occasion permits.
10. To cooperate with governmental and trade associations in the promotion and development of sound business methods in the purchasing of equipment and supplies.
11. To seek or dispense no personal favors.

Competitive Bidding

1.) Every purchase to be made must be initially reviewed by each department to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can be reasonable expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. It is unlawful to artificially split or divide a contract or enter into a series of transactions, to avoid a competitive bidding threshold. The source of funds to be spent does not alter the requirements of competitive bidding i.e. Public Grants. No purchase can be made without the appropriate funding to support the purchase in place.

The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$20,000. and public works contracts under \$35,000.; emergency purchases; good purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions, purchases under State and County contracts; surplus and second-hand purchases from another governmental entity, and Sole Source purchases. Sole Source purchases are done when a product or service is available from one source only, the product/service is uniquely required in public interest, or if there is no substantial equivalent.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the department making the purchase. This documentation may include written or verbal quotes from vendors, price lists, catalogs, a memo from the requisitioner indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the department detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

2.) All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances: purchase contracts over \$20,000 and public works contracts over \$35,000; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law, goods purchased from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal law; purchases under county Contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to subdivision 6 of this policy.

3.) All procurement and rental/lease of equipment, materials, supplies and nonpersonal services shall be requisitioned through the Purchasing Department, regardless of dollar amount, with the signed approval of the requisitioning department's supervisor prior to ordering. Use of departmental generated requisition numbers, in lieu of a City Purchasing Department purchase order number is prohibited.

4.) The Purchasing Manager shall have the authority to accept, reject, or modify any request for purchase except for those items authorized by the City Council. The Purchasing Manager shall confirm all changes with the requisitioning department prior to taking any action. The requisitioning department has the right to appeal the Purchasing Manager's action to the City Manager for final ruling.

5.) Purchasing Manager Amy M. Pastuf shall be responsible for all procurement activities on behalf of the City of Watertown, N.Y. that are in accordance with the rules and guidelines as set forth in this policy.

The following method of purchase will be used when required by this policy in order to achieve the highest savings:

<u>Estimated Amount of Purchase</u>	<u>Method Required</u>
\$ 1 - \$ 500	No quotations
\$ 501 - \$ 2,000	2 verbal quotations
\$ 2001 - \$ 5,000	2 written quotations
\$ 5,001 - \$10,000	3 written quotations
\$10,001 – \$20,000	3 written quotations
\$20,001 – over	Sealed bid required

<u>Estimated Amount of Public Works Contract</u>	<u>Method Required</u>
\$ 1 - \$ 2,500	No quotation
\$2,501 - \$10,000	2 written/quotations
\$10,001 - \$25,000	3 written/quotations
\$25,001 - \$35,000	4 or more written/quotations
\$35,001 – over	sealed bid required

<u>Estimated Amount of Rental/Lease Equipment</u>	<u>Method Required</u>
\$1 - \$1,000	No quotation
\$1,001 and above	2 written quotations

A good faith effort shall be made to obtain the required number of proposals or quotations. If the department is unable to obtain the required number of proposals or quotations, the department will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement. All documentation shall be maintained by the requisitioning department for review by the Purchasing Department.

6.) Documentation is required of each action taken in connection with each purchase.

7.) Documentation and written explanation is required whenever a contract is awarded to other than the lowest responsible bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsible. A determination that the

bidder is not responsible shall be made by the purchasing department and may not be challenged under any circumstances.

8.) Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurements which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotation will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the City of Watertown, to solicit quotations or document the basis for not accepting the lowest bid:

- a. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be taken based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and moral worth. The qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category the City shall take into consideration the following guideline: (a) whether the services are subject to State licensing or testing requirements; (b) whether formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/ or services of an insurance broker; services of a certified public accountant; investment management services; services of an actuary; printing services involving extensive writing, editing or art work; management of a municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

- b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.
- c. Purchases of surplus and second-hand goods from any source. If alternate proposals are required, the City is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.
- d. Goods and services under \$500. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interest of the taxpayer. In addition, it is not likely that such minimal contracts would be bases on favoritism.

9.) Positive efforts shall be made by the City to use small, minority owned and women-owned businesses as sources for supplies and services. Such efforts should include developing a bidder's mailing list for these sources, and encouraging these businesses to compete for contracts to be awarded.

10.) Unintentional failure to fully comply with the provisions of Section 104-b or the governing boards policies and procedures shall not be grounds to void action taken or give rise to a cause of action against the political subdivision or district or any officer or employee thereof.

11.) This policy shall go into effect upon approval by the City Council and will be reviewed annually by Staff to determine if updates or changes should be made.

Return of Goods

Whenever the City receives a parcel that is either a duplicate shipment or an item that is to be returned for credit, the City (the department holding the goods) should request from the vendor a "Return Goods Authorization Number" or a letter of authorization to return the goods. This provides the City with the appropriate documentation to obtain the proper credit as well as to inform the vendor of the nature of its return. If no authorization is required then a letter should accompany the shipment advising the vendor as to why it is being returned with the following information: City Purchase Order #, vendor invoice number, and or name of contact at vendor's facility authorizing the return.

Purchase Requisition

A purchase requisition is a request to the purchasing department for the purchase of goods or services. These requests are submitted in written/electronic format. *All requisitions shall be authorized by the department head prior to submission to the purchasing department* in order to maintain internal control. In the absence of the Department head, a listing of authorized to approve requisitions on their behalf shall be submitted to the Purchasing Department annually.

Each requisition shall include a brief description of the product or service being ordered, and the appropriate product or part number.

The Purchase Order

A purchase order is an official document that binds the City to procure goods or services as specified on the document. Purchase orders must provide sufficient description of the product being ordered or service to be performed. It should detail order quantity, item description, part number (if available), unit cost, and departmental charge code to ensure billing to the correct department's general ledger.

Blanket Purchase Orders – This is a single purchase order that is issued to cover a specified period of time for repetitive purchases of the same goods or redundant services to be utilized. If a blanket purchase order is to be issued, indicate such on the requisition by typing "BLANKET ORDER".

Requests for Proposal (RFP)

A Request for Proposal (RFP) is a competitive procurement with an award based on price and other criteria which may include negotiation. An RFP is not an alternative to competitive bidding, except when expressly authorized by the State Legislature. An RFP may be used if procurement is within exception to competitive bidding and permitted under the City's procurement policies. They are most commonly used for professional service, true leases and licenses/concessions. Procedures include:

1. Establishment of evaluation criteria (i.e. price; experience; creditworthiness; approach to performance; staff availability; ability to perform; and time estimates).
2. Comprehensive, fair solicitation process.
3. Fair and equitable negotiation process.
4. Fair review/evaluation or rating process.

Credit Card Use

The use of the City's credit card shall be limited to travel expenses, tuitions, educational expenses, professional memberships, subscriptions and limited purchases. Use of the credit card for all other expenses is prohibited, except with the expressed written approval of the City Manager.

Protest Procedure

A protest concerning the specifications or the bid procedure must be made in writing. This written protest must be received by the Purchasing Manager, City of Watertown, 245 Washington Street, Room 205, Watertown, New York 13601, no later than 72 hours prior to bid opening. If a protest is received that cannot be resolved by the designated time for bid opening, the City of Watertown Purchasing Department will delay the bid opening until the protest is resolved. The City's decision in connection with the protest will be issued in writing no more than 30 days from the date that the written protest was received.

If protest is made in connection with issues other than specifications or bid procedure, or in connection with an issue concerning bid procedure which only becomes evident after the bid opening, the protest must be in writing and received by the City of Watertown Purchasing Department no later than 10 working days after notification to all bidders of the contract award. The City will issue its written decision no more than 30 working days from the date the written protest was received.

Any protest to the effect that the City of Watertown Purchasing Department has not followed these protest procedures must be made in writing no later than 10 working days after the alleged infraction. The City will issue its written decision within 30 working days of its receipt of such a protest.

Any questions concerning these protest procedures shall be directed to the City's Purchasing Manager.

Federal Addenda/FTA-Funded Procurement Supplemental Guidelines

In addition to the City's Purchasing Policies and Procedures, the following guidelines shall apply to all procurements utilizing funds from the Federal Transit Administration in conformance with applicable Federal law including Title 49 CFR Part 18, Section 18.36 and Circular 4220.1F.

A. Written Record of Procurement History

1. The Purchasing Department shall maintain records detailing the history of each FTA associated procurement.
2. These records are placed in a procurement master file and include:
 - a. Purchase request with:
 - i. Independent Cost Estimate
 - ii. Project Justification
 - iii. Descriptions of work/scopes of services
 - iv. Acquisition planning information
 - v. Other pre-solicitation documents
 - vi. Purchase Requisition indicating availability of funding
 - b. The rationale for the method of procurement:
 - i. Full and open competition under IFB (one or two step)
 - ii. RFP
 - iii. Small or micro purchases
 - iv. Sole negotiations
 - c. List of sources solicited
 - d. Copies of published noticed of proposed contract action
 - e. Copies of the solicitation, all addenda and all amendments
 - f. Selection of contract type
 - i. Firm fixed price
 - ii. Cost reimbursement
 - iii. Incentive
 - iv. Multi-year
 - v. Time and materials
 - vi. Labor Hour
 - vii. Task Order
 - viii. Basic Ordering agreement
 - g. Reasons for contractor selection or rejection:
 - i. An abstract of each offer or rejection
 - ii. Source Selection documentation if applicable
 - iii. Contracting Officer's determination of contractor responsiveness and responsibility
 - h. The basis for the contract price
 - i. Cost or price data

- ii. Determination that price is fair and reasonable including a tabulation and evaluation of the cost and price data.
 - iii. Extent of competition
- i. Required internal approvals for award
 - j. Liquidated damages:
 - i. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time
 - ii. The rate must be specified in the solicitation and contract documents.
 - iii. Any liquidated damages recovered shall be credited to the project account involved unless FTA permits otherwise.
 - k. Contractor's certifications and representations if applicable
 - l. Notice of Award
 - m. Record of any protest
 - n. Piggybacking Checklist (Best Practices Procurement Manual – Appendix B.16 Piggybacking Worksheet) and all related documents, if applicable.
 - o. Third party FTA Requirements Checklist and all related documents- including Buy America and Disadvantaged Business Enterprises
 - p. Bond and Insurance documents
 - q. Executed contract, all signed amendments and notice of award
 - r. Options included in contract- An option may not be exercised unless the town has determined that the option price is better than prices available in the market or that an option is the more advantageous offer at the time the options is exercised.
 - s. Post-award correspondence with contractor
 - t. Notice to proceed
 - u. Approvals or disapprovals of contract deliveries
 - v. Requests for waivers or deviations and the associated responses
 - w. Documentation of settlement of claims and disputes
 - x. Documentation regarding stop work or suspension of work orders
 - y. Approvals or disapprovals of waivers and deviations
 - z. Contract closeout documentation

B. Debarment

The Purchasing Department shall document to the best of its knowledge and belief that none of its FTA-assisted purchases involve contractors debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements as indicated on the epls.gov website.

C. Geographic Preferences

The Purchasing Department shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in

procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

D. Procurement.

All purchases of goods and services shall be made in accordance with the requirements of FTA Circular 4220.1F and in accordance with General Municipal Law and the City's Purchasing Policy.

E. Protest Procedures

Filing of Protests: All Protests must be filed and resolved in a manner consistent with the requirements of FTACircular 4220.1F Third Party Contracting Guidelines must be clearly stated in the bid documents.

Attachments:

Best Practices Procurement Manual – Appendix B.16 Piggybacking Worksheet

Title 49 CFR Part 18, Section 18.36

NYS DOT Checklist of Required Federal Clauses, Certifications & Other Recommended Federal & Contract Requirements

Link to FTA Circular 4220.1F: http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html

END OF POLICY

APPENDIX B.16

PIGGYBACKING WORKSHEET

Definition: *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process. ("FTA Dear Colleague" letter, October 1, 1998).*

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?		
2. Does the solicitation and contract contain an express “assignability” clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the “certifications” required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files.		
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).		

WORKSHEET		YES	NO
11.	Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12.	If you will require changes to the vehicles (deliverables), are they “within the scope” of the contract or are they “cardinal changes”? See BPPM Section 9.2.1.		

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and “Piggybacking,”* and (c) FTA Circular 4220.1F.

Title 49 CFR Part 18, Section 18.36

§ 18.36 Procurement.

(a) *States.* When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards.* (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,
(ii) Any member of his immediate family,
(iii) His or her partner, or
(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial

or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of

past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following:

rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

- (i) After a determination that no other contract is suitable, and
- (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency

other than those specified above will be referred to the grantee or subgrantee.

(c) *Competition.* (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of § 18.36. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when

necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed—*

1) *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) *Procurement by sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in § 18.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description

is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) *Procurement by competitive proposals.*

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will

have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* (1) The grantee and subgrantee will take all necessary

affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) *Contract cost and price.* (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will

be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see § 18.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.* (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails

to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the

awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
 - (i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
 - (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
 - (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
 - (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented

- in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368),

Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(j) 23 U.S.C. 112(a) directs the Secretary to require recipients of highway construction grants to use bidding methods that are “effective in securing competition.” Detailed construction contracting procedures are contained in 23 CFR part 635, subpart A.

(k) Section 3(a)(2)(C) of the UMT Act of 1964, as amended, prohibits the use of grant or loan funds to support procurements utilizing exclusionary or discriminatory specifications.

(l) 46 U.S.C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.

(m) Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.

(n) Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.

(o) Section 308 of the Surface Transportation Assistance Act of 1982, 49

U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.

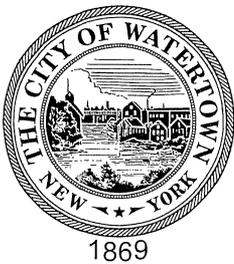
(p) 23 U.S.C. 112(b) provides for an exemption to competitive bidding requirements for highway construction contracts in emergency situations.

(q) 23 U.S.C. 112 requires concurrence by the Secretary before highway construction contracts can be awarded, except for projects authorized under the provisions of 23 U.S.C. 171.

(r) 23 U.S.C. 112(e) requires standardized contract clauses concerning site conditions, suspension or work, and material changes in the scope of the work for highway construction contracts.

(s) 23 U.S.C. 140(b) authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.

(t) FHWA, UMTA, and Federal Aviation Administration (FAA) grantees and subgrantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract selection procedures to certain other related areas and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, or equivalent State (or airport sponsor for FAA) qualifications-based requirements. For FHWA and UMTA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services. [53 FR 8086 and 8087, Mar. 11, 1988, as amended
at 53 FR 8087, Mar. 11,



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

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Purchasing Policy Revisions to Comply with FTA Requirements
DATE: 7/13/2015

As the City is now a recipient of Urbanizes Area Formula Funding, 5307 funds, the City must comply with seventeen (17) different categories that will be audited on a tri-annual basis to ensure compliance. One area that will come under heavy scrutiny is the Procurement Process. The FTA requires many additional steps to ensure that each purchase that uses FTA dollars is done following not only our local and state policies and procedures, but Federal policies as well. The first step in ensuring that we will be in compliance is to adopt the Federal Policies and Procedures for FTA purchases by amending our City of Watertown Purchasing Policy. I have attached the proposed changes that will bring us into compliance with FTA guidelines and ensure we will “pass” our first tri-annual review.

If you have any questions, please let me know.

Federal Addenda/FTA-Funded Procurement Supplemental Guidelines

In addition to the Town's Purchasing Policies and Procedures, the following guidelines shall apply to all procurements utilizing funds from the Federal Transit Administration in conformance with applicable federal law including Title 49 CFR Part 18, Section 18.36 and Circular 4220.1F.

A. Written Record of Procurement History

1. The Purchasing Department shall maintain records detailing the history of each FTA associated procurement.
2. These records are placed in a procurement master file and include:
 - a. Purchase request with:
 - i. Independent cost estimate
 - ii. Project justification
 - iii. Description of work/scope of services
 - iv. Acquisition planning information
 - v. Other presolicitation documents
 - vi. Purchase Requisition indicating availability of funding
 - b. The rationale for the method of procurement:
 - i. Full and open competition under IFB (one or two step)
 - ii. RFP
 - iii. Small or micro purchases
 - iv. Sole negotiations
 - c. List of sources solicited
 - d. Copies of published notices of proposed contract action
 - e. Copy of the solicitation, all addenda, and all amendments
 - f. Selection of contract type.
 - i. Firm fixed price
 - ii. Cost reimbursement
 - iii. Incentive
 - iv. Multi-Year
 - v. Time and Materials
 - vi. Labor Hour
 - vii. Task Order
 - viii. Basic Ordering agreement
 - g. Reasons for contractor selection or rejection:
 - i. An abstract of each offer or quote
 - ii. Source selection documentation if applicable
 - iii. Contracting Officer's determination of contractor responsiveness and responsibility
 - h. The basis for the contract price.
 - i. Cost or pricing data
 - ii. Determination that price is fair and reasonable including a tabulation and evaluation of the cost and price data
 - iii. Extent of competition
 - i. Required internal approvals for award
 - j. Liquidated damages:
 - i. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time
 - ii. The rate must be specified in the solicitation and contract documents.
 - iii. Any liquidated damages recovered shall be credited to the project account involved unless FTA permits otherwise.
 - k. Contractor's certifications and representations if applicable
 - l. Notice of award
 - m. Record of any protest
 - n. Piggybacking Checklist (Procurement Manual-Appendix B.16) and all related documents, if applicable
 - p. Third party FTA Requirements Checklist and all related documents- including Buy America and Disadvantaged Business Enterprises
 - q. Bond and Insurance documents
 - r. Executed contract, all signed amendments and notice of award
 - s. Options included in contract- An option may not be exercised unless the town has determined that the option price is better than prices available in the market or that an option is the more advantageous offer at the time the options is exercised.
 - t. Post-award correspondence with contractor
 - u. Notice to proceed
 - v. Approvals or disapprovals of contract deliveries
 - w. Requests for waivers or deviations and the associated responses
 - x. Documentation of settlement of claims and disputes
 - y. Documentation regarding stop work or suspension of work orders
 - z. Approvals or disapprovals of waivers and deviations
 - aa. Contract closeout documentation

B. Debarment

The Purchasing Department shall document to the best of its knowledge and belief that none of its FTA-assisted purchases involve contractors debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements as indicated on the epls.gov website.

C. Geographic Preferences

The Purchasing Department shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

D. Procurement

All purchases of goods and services shall be made in accordance with the requirements of FTA Circular 4220.1F and in accordance with General Municipal Law and the Town's Purchasing Policy.

E. Protest Procedures

Filing of Protests: All Protests must be filed and resolved in a manner consistent with the requirements of FTA Circular 4220.1F Third Party Contracting Guidelines must be clearly stated in the bid documents.

Attachments:

Title 49 CFR Part 18, Section 18.36
Exhibit 6.1-6.2 Third Party Contract Requirements Checklist
Link to FTA Circular 4220.1F: http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html

- See more at: <http://www.huntingtonny.gov/content/13751/15937/17441/17445/17453/default.aspx#sthash.MnBfiNHC.dpuf>

Res No. 7

July 15, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Pataransit Bus Service – Contract Extension

City Council approved a bid proposal and subsequent contract on May 21, 2012 with Guilfoyle Ambulance Service to provide Paratransit Bus Services for the Citibus Transportation System. This service provides properly licensed and certified employees to operate wheelchair lift-equipped buses that provide transportation for disabled persons. This contract has been extended to June 30, 2015, with two remaining one-year renewals available.

As stated in Superintendent Gene Hayes' attached report, he worked with Guilfoyle and revised the language to comply with FTA requirements. The attached contract with no increase in price for an annual amount of \$89,393.98 has been reviewed with Guilfoyle and City Purchasing Manager Amy Pastuf. Based on Guilfoyle's interest in extending the contract for one year and staff's review of the three year service history, we recommend proceeding with a one-year renewal.

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Contract Extension - Paratransit Services,
Guilfoyle Ambulance Service

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

Total

YEA	NAY

Introduced by

WHEREAS the City Council approved a two-year contract on May 21, 2012 with Guilfoyle Ambulance Service to operate the City’s Paratransit Program, and

WHEREAS that contract included an option to renew the contract for three additional one-year terms, and

WHEREAS Guilfoyle is offering a one-year extension to June 30, 2015 with no increase in price for an annual contract of \$89,393.98, which includes FTA required language modifications,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the contract extension of one-year with Guilfoyle Ambulance Service for Paratransit Services, a copy of which is attached and made a part of this resolution, for an annual contract of \$89,393.98, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison is hereby authorized and directed to execute the Contract for Paratransit Services.

Seconded by

CONTRACT FOR PARATRANSIT SERVICES

The City of Watertown, New York and
Guilfoyle Ambulance Service, Inc.

One-Year Extension Option
July 1, 2015 – June 30, 2016

PURPOSE

This Agreement for Paratransit Service is being made, and is intended to be effective as of July 1, 2014, between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”) and Guilfoyle Ambulance Service Inc., having a mailing address at 438 Newell Street, Watertown, New York 13601 (“Guilfoyle”).

INTRODUCTION

Whereas the City operates a City Bus System established to provide transportation services to the general public; and

Whereas the City is required to comply with Title 11 of the Americans with Disabilities Act of 1990 (the “ADA”) by providing a level of public transportation services to disabled persons which is comparable to that provided to persons without disabilities; and

Whereas the City previously solicited, and received, proposals from qualified contractors to provide complementary Paratransit services in accordance with both the ADA and with the City’s bid specifications; and

Whereas Guilfoyle appears to be a skilled and competent public transportation provider having more than ten years experience providing coach service to persons with disabilities in the Jefferson County and Watertown area;

Now, therefore, in consideration of the mutual covenants and representations as stated herein, the City and Guilfoyle agree as follows:

SECTION I – AGREEMENT

1. Term of Agreement – The term of this Agreement shall be for the period from July 1, 2015 through June 30, 2016.
2. The Agreement may be renewed by the City for one additional one year period from July 1, 2016 through June 30, 2017.

SECTION II – PROVISION OF SERVICE

1. Guilfoyle represents that it has familiarized itself with the terms and requirements of the Americans with Disabilities Act of 1990 (the ADA), as amended, and all applicable Federal, State, and local law(s) or regulation(s).
2. Guilfoyle shall agree to provide a level of public transportation services to disabled persons which are comparable to that provided to persons without disabilities by the CitiBus Fixed Route System. In this regard, the transportation service to be provided by Guilfoyle shall be “origin to destination”.
3. Guilfoyle shall agree to provide complementary Paratransit services to ADA eligible persons to all points within the City of Watertown and to all points three-fourths (3/4) of a mile beyond any CitiBus fixed route.
4. The City reserves the right to modify or extend any existing fixed route, at its discretion, and upon 30 days written notice, Guilfoyle will be required to provide any changes in its service to meet the required coverage areas as noted above.
5. Guilfoyle shall agree to provide complementary Paratransit service to ADA eligible person during the same days and hours of operation as the City’s fixed route bus service. Currently operating hours are: Monday through Friday – 7:00 a.m. to 6:15 p.m and Saturday, 9:40 a.m. – 5:35 p.m. The City reserves the right to change hours of operation upon 30 day written notice to the contractor.
6. Guilfoyle shall agree to provide a dedicated phone line to be used for Paratransit service only. Guilfoyle shall bear all costs associated with the phone line.
7. The dedicated phone line shall permit ADA eligible persons to call a live dispatcher, or other trip scheduling individual to request a trip five (5) days a week during normal business hours of 9:00 A.M. to 5:00 P.M. Furthermore, Guilfoyle agrees to provide an answering machine or other similar device or service to allow individuals the opportunity to request a trip outside of the normal business hours as defined above. All telephone calls shall be handled in a professional and timely manner.
8. Guilfoyle shall provide requested service on a next day basis (i.e. A trip shall be provided to any patron at any time during the operational hours of a day provided that the trip is scheduled anytime during the previous day).
9. Guilfoyle shall not schedule ADA eligible person(s) on a trip to begin more than one (1) hour before, or one (1) hour after, the individual’s desired departure time unless negotiated with the individual.
10. Guilfoyle shall operate a system that allows reservations to be taken fourteen (14) days in advance for ADA eligible individuals.
11. If, at any time, the City chooses to increase or decrease the hours of fixed route service, the level of Paratransit service shall increase or decrease accordingly. Likewise, the fee that will be provided to Guilfoyle will be adjusted accordingly. Any fee adjustment will be negotiated between the City and Guilfoyle.

SECTION III – EQUIPMENT

1. Vehicles: The City of Watertown will provide, for the contractor's use, three (3) motor vehicle(s) which are accessible to ADA Paratransit eligible persons, each of which shall be equipped with three (3) wheel chair positions with tie downs and fourteen (14) seating positions. The ADA compliant buses currently owned by the City and available for use are described in Appendix A to this contract.

2. Maintenance: The City owned motor vehicles to be used by Guilfoyle in performance of this service shall be maintained at the sole expense of the City with the following exceptions:

A. The general cleaning of the inside of the vehicles will be the responsibility of the contractor. Inside cleaning (including sweeping and mopping) shall be done at least once daily or more if needed. The cleaning of the inside of the windows shall be done at least once weekly. The walls and the ceiling of the bus shall be cleaned at least two times per year.

B. The general cleaning of the outside of the vehicles will be the responsibility of the contractor. Outside cleaning (washing) shall be done at least once daily.

3. Guilfoyle will be required to submit daily vehicle condition reports and vehicle maintenance reports to the DPW Central Garage Supervisor, 557 Newell Street. Fax reports to CitiBus at 315-755-9379 and fax to DPW Central Garage 315-782-0293. Sample reports are attached for your reference.

4. Guilfoyle agrees to notify the City of any minor defects or problems that occur with the vehicles on the daily vehicle condition report. Any major problems that occur are to be immediately reported to the Central Garage Supervisor 315-785-7848.

5. The City shall not be responsible for any tickets or moving violations that are incurred as a result of any lack of maintenance that is not reported to the City.

6. The City shall maintain the buses in full compliance with Federal ICC, State and local highway rules and regulations, including inspection standards as set forth by the New York State Department of Motor Vehicles.

7. Fuel for the vehicles will be provided by the City of Watertown at its sole expense. Fuel will be available from the fueling station at the D.P.W. facilities on Newell Street. Fuel will be available for the Paratransit vehicles on Monday-Friday only between the hours of 8:00 A. M. to 4 P.M. Fuel will not be available on legal holidays.

8. Vehicle Use: The three vehicles shall be utilized on a rotation basis to ensure equal use of each as follows: On Monday of each week, the vehicles shall be rotated so that two vehicles are the primary vehicle for the week and the other vehicle would be the primary vehicle for the following week. The third vehicle is for rotation only and to allow for preventive maintenance.

9. The vehicles shall be used for providing CitiBus Paratransit service only. No other uses will be permitted by Guilfoyle.

10. Vehicle Storage: Guilfoyle will be responsible for providing a secured storage facility for the two vehicles that are in use for the week. The facility will be subject to inspection by the City. The

reserve or rotation vehicle will be stored at the City of Watertown's D.P.W. facility on Newell Street when not in use.

SECTION IV – PERSONNEL

1. It shall be the responsibility of Guilfoyle to provide personnel who possess the requisite education, training, and/or experience to operate and maintain the equipment/vehicles and to provide the level of service to ADA eligible persons, which is required by the ADA.

2. In addition, Guilfoyle shall represent that its drivers hold at a minimum, (or at least) C.D.L. Class C, minimum N-1 restrictive endorsement, licenses with a "Passenger" endorsement, and will maintain eligibility in accordance with pertinent provisions of the New York State Department of Transportation's Rules.

3. Guilfoyle shall follow all Article 19-A requirements of Section 509 of the Vehicle and Traffic law.

4. Guilfoyle will also comply with the rules and regulations as required under the Drug-Free Workplace Act of 1988 as well as the Omnibus Transportation Act of 1991.

5. Personnel employed by Guilfoyle who operate the Paratransit vehicles must present themselves to the public in a clean manner, be neatly dressed, clean shaven (if applicable) and must not smoke at anytime in or around the Paratransit vehicles.

6. The City reserves the right to have any personnel deemed undesirable removed from driving the City vehicle at any time.

SECTION V – CAPACITY CONSTRAINTS

1. No restrictions shall be made on the number of trips an ADA eligible individual will be provided. There shall be no waiting lists for registration for service.

2. There shall be no operational pattern or practice that significantly limits the availability of service to ADA eligible persons. This includes such patterns as: (1) Substantial number of significantly untimely pickups for initial or return trips; (2) Substantial number of trip denials or missed trips; (3) Substantial number of trips with excessive trip lengths.

3. CitiBus Paratransit Service, enforces a "no show policy" (failure to cancel unwanted service, or arriving more than five (5) minutes beyond pick-up time is considered a "no show"). Three (3) "no shows" in a 30-day period can result in a 30-day suspension of service.

SECTION VI – PARATRANSIT SERVICE APPLICATION & VERIFICATION

1. Guilfoyle shall work to identify all potential ADA eligible persons by the process below:

(A) Distribute application and professional verification forms (provided by the City) to potential ADA eligible persons upon request of any individual or agency.

(B) Actively search for new ADA eligible patrons by presenting the application process and service features in person to any individual or group who may request such a presentation.

(C) Collect and review the applications for completeness and return them to the CitiBus Office for processing within seven (7) days of receiving the application(s).

(D) Verify the identity of the ADA eligible rider prior to each trip.

SECTION VII – PROGRAM ADMINISTRATION

1. Guilfoyle shall maintain records, which will describe the level of service and shall provide to the City, on a daily/monthly basis, the following information:

(A) Beginning and end of each day, each vehicle odometer and hub mileage reading.

(B) Total number of trips provided.

(C) Total number of personal care attendant trips provided.

(D) Total number of “loaded” miles of service.

(E) Total number of “unloaded” miles of service.

(F) Total amount of fares collected.

(G) Number of persons determined eligible for service in the month.

(H) Miscellaneous other data as requested.

2. Guilfoyle agrees to provide the City with a Daily Trip & Mileage Report, Monthly Report, and Quarterly Report for the level of service provided as set forth above on a daily, monthly and quarterly basis. These reports will be submitted in addition to the daily vehicle condition report and vehicle maintenance report as noted above in the Equipment Section.

3. Guilfoyle agrees to maintain its records in a confidential manner and to have the same readily accessible within Jefferson County to appropriate City personnel for the City’s inspection during normal business hours.

4. All daily, monthly and annual reporting and/or correspondence regarding the Paratransit program shall be directed to the Transit Supervisor in the CitiBus Office, 544 Newell Street, Watertown, New York 13601-2448.

SECTION VIII – FARES

1. Guilfoyle shall charge a fare, which is set by the City Council for each ADA eligible person per one-way trip to ride on the Paratransit bus. This fare is currently set at \$3.00 but is anticipated to increase during this contract period. If changed, the fare charged for the paratransit service will be two times the standard fixed rate fee.

2. The same fare will similarly be charged to any visitors that accompany an ADA eligible person.

3. A personal care attendant traveling with an ADA eligible person will not be charged a fare.

4. Fares shall be collected from the riders at the time of pick up. Fare boxes shall be delivered to the City Comptroller's Office, 245 Washington Street, Suite 203, daily (except weekends and holidays) by 11 a.m. the following day.

SECTION IX – SAFETY PLAN

Guilfoyle agrees to adopt, implement and comply with the City of Watertown's Safety Plan.

SECTION X – ACCIDENT REPORTS

All passenger injuries and miscellaneous incidents shall be reported, as soon as possible, via telephone and in writing to the City's Transportation Department within 48 hours of occurrence.

SECTION XI– INSURANCE

1. The City shall provide and maintain automobile insurance for both vehicles used in connection with this contract. This insurance shall cover all vehicles and drivers used by the contractor in connection with fulfilling its obligations.

2. In the event of an accident, mishap or other event, which causes damage to the vehicle(s), which is determined to be the fault of Guilfoyle, the contractor will be responsible for the insurance deductible. The deductible amount is currently set at \$500 for comprehensive and \$500 for collision.

3. All drivers employed by Guilfoyle who will be operating the Paratransit vehicles must have clean records. A DMV abstract for each driver has been submitted to the City. Also, a DMV abstract will be required to be submitted to the office of the City's Transit Supervisor at time of hire for each new employee during the duration of this contract. Guilfoyle will be required on an annual basis, June 30, to submit to the City's Transit Supervisor a listing of all drivers who are employed to operate the City's Paratransit vehicles, along with an abstract for each one.

4. Guilfoyle shall procure and maintain Workers' Compensation insurance and disability insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of the contractor under the laws of the State of New York.

5. Guilfoyle and their employees agree that the City of Watertown's Transit Supervisor or designee will be notified within 24 hours of any DMV driving infraction, whether it be on or off the job, or any other action that may result in the loss of an employee's license or their ability to drive/operate a motor vehicle.

6. Guilfoyle will carry Commercial General Liability Insurance, with the City of Watertown named as a co-insured at the minimum acceptable levels of coverage as set forth below:
 - a) Bodily Injury Liability Insurance in the amount not less than \$1,000,000.00 for each occurrence and in an amount not less than \$2,000,000.00 general aggregate.
 - b) Property Damage Liability Insurance in an amount not less than \$500,000.00 for each occurrence and in an amount of not less than \$1,000,000.00 general aggregate.

SECTION XII - DRUG AND ALCOHOL TESTING

1. Guilfoyle shall implement a system that will make provisions for drug and alcohol testing of their drivers who are employed to operate the City's Paratransit Service.
2. The standard operational procedures and testing of drivers shall be in place upon commencement of the service.
3. Guilfoyle's Drug and Alcohol Policy shall follow all guidelines as set forth in the Federal Government's Omnibus Transportation Employee Testing Act of 1991 and meet the Federal requirements of 49 CFR Parts 40 and 655.
4. Guilfoyle shall provide the City with copies of their Drug and Alcohol Policy and shall submit documentation to the City on a quarterly basis verifying that testing is being conducted according to all applicable standards.
5. Guilfoyle shall submit their Drug and Alcohol tests summary report for the calendar year, to the City's Transit Supervisor for FTA reporting, by January 31st of each year.
6. All costs associated with this testing shall be the responsibility of Guilfoyle.
7. All Post Accident Drug & Alcohol testing costs associated with meeting the City's Drug & Alcohol Post Accident Policy (testing after every vehicle incident) will be paid by the City of Watertown.
8. Guilfoyle shall provide on a Quarterly basis a roster of all safety sensitive employees who will be subject to Drug and Alcohol testing. The City's Transportation Office shall be notified within 48 hours of all new employees who will be subject to Drug and Alcohol testing as well as those employees who have left Guilfoyle's employment.
9. The City reserves the right to verify Guilfoyle's compliance with all Drug and Alcohol requirements on a 24-hour notice.

SECTION XIII – PAYMENT

1. Payment for services provided will be remitted within 30 days of receipt of vendor invoice. Any/all monetary shortages of fares collected versus passengers reported will be deducted from monthly remittances by the City.

2. The City agrees to pay Guilfoyle \$89,393.98 for the period beginning July 1, 2015 and ending June 30, 2016. Payment will be in twelve monthly installments of \$7,449.50 during the term of the Agreement.

SECTION XIV – CONTRACT TERM

The term of this contract shall be from July 1, 2015 through June 30, 2016. The City shall have the option to renew the contract for one additional one year period beginning July 1, 2016 and ending June 30, 2017.

SECTION XV – ESCALATION

Increases to the original bid price may be honored for the renewal terms of the contract, provided, the contractor notifies the City's Purchasing Agent 90 days prior to the contract's anniversary date of his/her intent to increase his/her price for the following year. Annual increase shall not exceed 6% for that year of extension.

SECTION XVI – QUALITY ASSURANCE

1. The City reserves the right to satisfy itself as to the quality and level of service provided. If the City receives complaints as to the quality or level of any service supplied by Guilfoyle, the City reserves the right to investigate for the purposes of compliance with the specifications and the ADA. Failure by the City to act shall not be construed as a waiver.

2. If, after investigation, the City determines that the level of quality does not meet the specifications set forth in the contract and fails to meet expectations, the City has the right to cancel the agreement with sixty (60) days written notice.

SECTION XVII – HOLD HARMLESS

Guilfoyle shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expenses arising out of any liability, or claim of liability, for injury or damages to persons or to property sustained by any person or entity by reason of the contractor's operation or use of any motor vehicle used in providing Paratransit service or in connection with performing any other aspect of the service.

SECTION XVIII – SAVINGS CLAUSE

1. This document sets forth the Agreement between the parties, and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth herein. In the event any covenant, condition or provision herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or

provision shall in no way affect any other covenant, condition or provision herein; provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or Guilfoyle in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

SECTION XIX – NOTICE

1. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date mailed if sent by certified mail, return receipt requested, to:

City of Watertown
City Manager
245 Washington Street
Watertown, New York 13601

Guilfoyle Ambulance Service Inc.
Bruce G. Wright, President & CEO
438 Newell Street
Watertown, New York 13601

2. A party may change the address to which notices are to be sent by written notice actually received by the other party.

IN WITNESS WHEREOF, the City and Guilfoyle have caused this Agreement to be executed by authorized agents to be effective as of July 1, 2015.

City of Watertown

By: _____
Sharon Addison, City Manager

Guilfoyle Ambulance Service Inc.

By: _____
Bruce G. Wright, President & CEO

Appendix A

City ID	VIN	Year	Make	Model	COACH	Fuel
PT-500	1FD4E45S18DB59176	2008	FORD	E-450	PHOENIX	GASOLINE
PT-600	1FD4E45S18DB591730	2010	FORD	E-450	STARCRAFT	GASOLINE
PT-700	1FD4E45S18DB591726	2010	FORD	E-450	STARCRAFT	GASOLINE

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 07-14-15 Ref: PW 008-15
To:	Sharon Addison, City Manager	
Subject:	Paratransit Contract Renewal Extension Guilfoyle Ambulance Service	

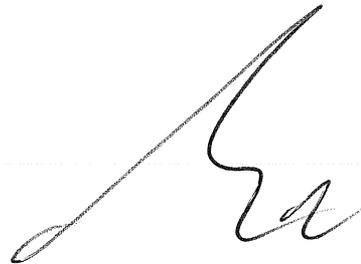
At the Regular Meeting of May 21, 2014 the City Council voted to proceed with first of three one-year extensions of the 2012-2014 master contract with Guilfoyle Ambulance Service to provide the Federal Transit Administration's mandated Complementary Paratransit Service.

Over the past several months staff has worked with the FTA and Guilfoyle to codify minor language modifications into the new contract that will satisfy the requirements of 5307 while not affecting the intent or level of service of the previous current agreement.

Guilfoyle has reviewed the proposed wording and have expressed their interest in extending the contract for one year, July 1, 2015 to June 30, 2016 at the same lump sum (\$89,393.98 paid in twelve monthly installments of \$7,449.50) for the 2015/2016 contract extension.

Christine Cratsenberg, Transit Supervisor and I, along with Amy Pastuf, City Purchasing Manager have reviewed Guilfoyle's service history over the past three years and recommend that we proceed with this option to renew.

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



cc: Amy Pastuf, City Purchasing Manager
 Christine Cratsenberg, Transit Supervisor
 DPW files:

Paratransit Contract: 2015/2016 Guilfoyle Ambulance Service

Ord No. 1

July 9, 2015

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Bond Ordinance Amendment – Water Meter Replacement Project

Included in the Fiscal Year 2015-16 Capital Budget was a project to replace water meters at an estimated cost of \$650,000. A bond ordinance has been prepared for City Council's consideration to fund the next phase of the replacements.

ORDINANCE

An Ordinance Authorizing the Issuance of \$650,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Purchase and Installation of Water Meters, in and for Said City

Page 1 of 7

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 July 20, 2015, 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:

BOND ORDINANCE DATED JULY 20, 2015.

NOW THEREFORE BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

Section 1. For the class of objects or purposes of paying part of the cost of the purchase and installation of water meters, including incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, there are hereby authorized to be issued \$650,000 bonds of said City pursuant to the provisions of the Local Finance Law.

ORDINANCE

An Ordinance Authorizing the Issuance of \$650,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Purchase and Installation of Water Meters, in and for Said City

Page 2 of 7

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 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$650,000 and that the plan for the financing thereof is by the issuance of the \$650,000 bonds of said City authorized to be issued pursuant to this bond ordinance.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty years, pursuant to subdivision thirty 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

ORDINANCE

An Ordinance Authorizing the Issuance of \$650,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Purchase and Installation of Water Meters, in and for Said City

Page 3 of 7

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

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.

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 class of objects or purposes 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

ORDINANCE

An Ordinance Authorizing the Issuance of \$650,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Purchase and Installation of Water Meters, in and for Said City

Page 4 of 7

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

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.

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 1.151 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.

ORDINANCE

An Ordinance Authorizing the Issuance of \$650,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Purchase and Installation of Water Meters, in and for Said City

Page 6 of 7

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, 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 July 20, 2015, 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

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

ORDINANCE

An Ordinance Authorizing the Issuance of \$650,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Purchase and Installation of Water Meters, in and for Said City

Page 7 of 7

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

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 July __, 2015.

City Clerk

(CORPORATE SEAL)

FISCAL YEAR 2015-2016
 CAPITAL BUDGET
 VEHICLES AND EQUIPMENT
 WATER METER REPLACEMENTS

PROJECT DESCRIPTION	COST																				
<p>Water Meter Replacements (Phase 2):</p> <p>There are nearly 9,000 metered water services in the City of Watertown. The City has been since FY 2006-07 systematically upgrading the “manual read” to “radio read” units with much greater emphasis placed in the more recent years. In FY 2012-13 a 3 phased program was embraced with one phase in each of 3 fiscal years. Up to this point, to accomplish the routine readings it required 2 individuals each with their own City vehicle three months to read the residential meters once and the larger commercial meters three times each. With the 9,000 meters being the newer “radio reads,” one individual could accomplish the same task in one or perhaps two days. Through the course of the program, Departmental staffing and total vehicle count would reduce by 2 each once the replacement program is completed. On December 31, 2014, slightly more than half way through the replacement, each category has already been reduced by 1. This is the second of 3 installments for the program.</p> <div style="text-align: center; margin: 20px 0;"> <p>Meters Replaced per Fiscal Year (as of March 17, 2015)</p> <table border="1" style="margin: auto; border-collapse: collapse;"> <caption>Data for Meters Replaced per Fiscal Year</caption> <thead> <tr> <th>Fiscal Year</th> <th>Meters Replaced</th> </tr> </thead> <tbody> <tr><td>2006-07</td><td>0</td></tr> <tr><td>2007-08</td><td>~300</td></tr> <tr><td>2008-09</td><td>~450</td></tr> <tr><td>2009-10</td><td>~450</td></tr> <tr><td>2010-11</td><td>~450</td></tr> <tr><td>2011-12</td><td>~350</td></tr> <tr><td>2012-13</td><td>~550</td></tr> <tr><td>2013-14</td><td>~1100</td></tr> <tr><td>2014-15</td><td>~2000</td></tr> </tbody> </table> </div> <p>WATER FUND \$ 325,000 10 serial bond; FY 2016-17 debt service of \$42,250 SEWER FUND \$ 325,000 10 serial bond; FY 2016-17 debt service of \$42,250</p>	Fiscal Year	Meters Replaced	2006-07	0	2007-08	~300	2008-09	~450	2009-10	~450	2010-11	~450	2011-12	~350	2012-13	~550	2013-14	~1100	2014-15	~2000	<p>\$650,000</p>
Fiscal Year	Meters Replaced																				
2006-07	0																				
2007-08	~300																				
2008-09	~450																				
2009-10	~450																				
2010-11	~450																				
2011-12	~350																				
2012-13	~550																				
2013-14	~1100																				
2014-15	~2000																				
TOTAL	\$650,000																				

Tabled

July 8, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Re-Bid for Production Services for Webcasting,
Steve Weed Productions

At the July 6, 2015 meeting, City Council approved the production services of Steve Weed Productions for Council Meetings but requested to Table the attached Resolution on live webcasting. During discussion of the associated recording and production resolution, Council requested additional information to better understand the process of storage and access of videotaped meetings. This information, while valuable, is independent of Council's decision to live webcast the meetings. The additional cost of \$5,400.00 per year to live webcast regularly scheduled Council meetings and worksessions was not appropriated in the FY2015/16 budget.

The attached Resolution approves the bid received from Steve Weed Productions for the live webcasting of City Council sessions at a fee of \$150 per session. It is my recommendation that Council reject this resolution as the videos are made available the day after the meeting on www.gnuvisions.com.

RESOLUTION

Page 1 of 1

Re-Bid for Production Services for Webcasting,
Steve Weed Productions

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

Council Member Teresa R. Macaluso

WHEREAS the City Purchasing Department has advertised and received a sealed bid for productions services for the purpose of recording City Council Sessions as per City specifications, and

WHEREAS bid specifications were sent to eight (8) area Production Companies, with one (1) bid received, and

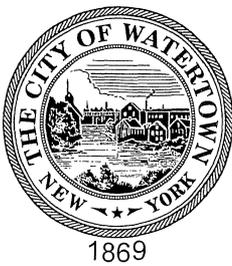
WHEREAS on Monday, June 22, 2015, at 11:00 a.m. the bid received was publicly opened and read, and

WHEREAS the bid received was reviewed by City Purchasing Manager Amy M. Pastuf,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid received for live webcasting of City Council Sessions as per City specifications from Steve Weed Productions in the amount of \$150 per session, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign all contracts associated with implementing the award to Steve Weed Productions.

Seconded by Council Member Roxanne M. Burns



CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2015-11- Production Services REBID – Bid Recommendation
DATE: 6/24/2015

The City's Purchasing Department advertised in the Watertown Daily Times on June 2, 2015 calling for sealed bids for a Production Services for the purpose of recording City Council Sessions as per City Specifications. This is a three-year contract running from July 1, 2015 to June 30, 2018 with the option for two (2) one-year extensions.

Bid Specifications were sent to eight (8) area Production Companies. One (1) sealed bid, from Steve Weed Productions, was submitted to the Purchasing Department. The sealed bid was publicly opened and read on Monday, June 22, 2015 at 11:00 am, local time. The bid proposal is provided below:

Digital recording of City Council Session - Regular Session, per session	\$250.00
Digital recording of City Council Session - Short Session, per session	\$150.00
Live webcasting fee per session	\$150.00
<u>Archival and publically accessible web hosting services for prior sessions</u>	
Annual fee for one month of sessions	No Bid
Annual fee for three months of sessions	No Bid
Annual fee for six months of sessions	No Bid

Steve Weed Productions did not give the City pricing for archival work, but included a note indicating that they will continue to provide archival services for prior sessions up to ten (10) years at no additional charge. There will be an annual charge of \$100.00 per year for every year over ten years of archival sessions.

The City has budgeted \$10,500.00 for the Production Services in the 2015-2016 fiscal year. The City Council holds at least 36 sessions annually. The cost to the City to both record and live webcast these sessions would cost \$14,400.00, exceeding the budget by \$3,900.00 and not taking in consideration any additional sessions that might be scheduled during the year.

In order to remain within budgetary limits, it is recommended that the City Council award the digital recording services to Steve Weed Productions and forgo the live webcasting of City Council Sessions. The public will still have access to the recorded sessions through the archived sessions hosted on-line by Steve Weed Productions.

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

Laid Over Under the Rules

July 8, 2015

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance – City Hall Boiler Replacements

Included in the Fiscal Year 2015-16 Capital Budget was the project to replace boilers at City Hall at an estimated cost of \$190,000. On July 6, 2015, City Council approved a resolution to accept the bid submitted by G.S. Hanley, LLC to complete the project at a cost of \$178,000.

A summary of the project's current costs are as follows:

G.S. Hanley, LLC	\$ 178,000
Estimated bonding fees and contingency	<u>12,000</u>
	<u>\$ 190,000</u>

As the bid has been accepted, City Council must consider the attached Bond Ordinance to provide financing for the project as the bid is contingent upon this approval.

ORDINANCE

An Ordinance Authorizing the Issuance of \$190,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Boiler Replacements at City Hall, 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

Council Member Teresa R. Macaluso

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 July 6, 2015, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Mayor Jeffrey E. Graham, and upon roll being called, the following were

PRESENT: Council Member Roxanne M. Burns
 Council Member Stephen A. Jennings Mayor Jeffrey E. Graham
 Council Member Teresa R. Macaluso

ABSENT: Council Member Joseph M. Butler Jr.

The following ordinance was offered by Council Member Macaluso, who moved its adoption, seconded by Council Member Jennings, to wit:

BOND ORDINANCE DATED JULY 6, 2015.

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 class of objects or purposes of paying the cost of boiler replacements at City Hall, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$190,000 bonds of said City pursuant to the provisions of the Local Finance Law.

ORDINANCE

An Ordinance Authorizing the Issuance of \$190,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Boiler Replacements at City Hall, 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 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$190,000 and that the plan for the financing thereof is by the issuance of the \$190,000 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 other sources for such class of objects or purposes, which monies are hereby appropriated therefor.

Section 3. It is hereby determined that the City Hall building is a class "A" building and that the period of probable usefulness of the aforesaid class of objects or purposes is ten years, pursuant to subdivision thirteen 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.

ORDINANCE

An Ordinance Authorizing the Issuance of \$190,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Boiler Replacements at City Hall, 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 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.

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 class of objects or purposes 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

ORDINANCE

YEA	NAY

An Ordinance Authorizing the Issuance of \$190,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Boiler Replacements at City Hall, 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

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.

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".

ORDINANCE

An Ordinance Authorizing the Issuance of \$190,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Boiler Replacements at City Hall, 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

Table with 2 columns: YEA, NAY. Rows for each council member and a total row.

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

The ordinance was thereupon declared duly adopted.

* * * * *

APPROVED BY THE MAYOR

_____, 2015.
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 July 6, 2015, 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.

ORDINANCE

An Ordinance Authorizing the Issuance of \$190,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Boiler Replacements at City Hall, in and for Said City

Page 6 of 6

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 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

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 July ____, 2015.

City Clerk

(CORPORATE SEAL)

Laid Over Under the Rules

July 8, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Ordinance to Amend City Municipal Code §293, Vehicles and Traffic

At the request of Mayor Graham, an Ordinance has been drafted to restrict the north side of Knickerbocker Drive as a “No Stopping” zone during the school day. It is hoped that this should alleviate some of the congestion. Watertown City School District Superintendent Terry Fralick concurs with the City’s action plan.

This Ordinance was not able to be voted on at the July 6, 2015 meeting and is attached for City Council’s consideration amending the north side of Knickerbocker Drive.

ORDINANCE

Amending City Municipal Code § 293,
Vehicles and Traffic

Page 1 of 1

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

Total

YEA	NAY

Introduced by

Council Member Roxanne M. Burns

BE IT ORDAINED that Section 293-65 of the City Code of the City of Watertown is amended as follows:

Name of Street	Side	Restricted Time Limit; Hours/Days	Location
Knickerbocker Drive	North	7:00 a.m. to 4:30 p.m. Monday through Friday	Entire length

and,

BE IT FURTHER ORDAINED that this amendment shall take effect as soon as it is printed as the City Manager directs.

Seconded by Council Member Stephen A. Jennings

July 8, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Request for Abate of Water Charges,
742 Morrison Street

An event has occurred that can only be described as extraordinary and the rigid application of an unmitigated billing is both considered both excessive and unfair.

Mr. Edward J. Scharf, 742 Morrison Street finds himself frequently away from home due to business. On one such occasion a leak occurred within his household that went undetected for 14 days and amassed a metered consumption that resulted in a billing of \$696.71 (significantly greater than the \$67.32 that would be his "normal consumption"). This is a hardship. His request for mitigation is considered appropriate and is, therefore, forwarded according to policy for City Council guidance in the matter with the recommendation that the amount be abated to the level of his historical usage. His consistent practice of faithful and timely payments of all previous billings, coupled with the extreme impact of this anomaly, justifies the request for mitigation.

This event occurred last October, and Mr. Scharf first forwarded his request for abatement in December 2014. It rose immediately to the desk of the Superintendent where it inadvertently was set aside due to events of greater magnitude and priority where it unfortunately has remained unattended until now. He as yet has not been injured by the delay as he had been advised to offer in good faith a payment consistent with the normally demonstrated consumption for the offending bill (which he immediately did) and pay faithfully all subsequent bills until this issue has been reconciled (which he continues to do).

Staff recommends that City Council abate the charges of \$696.71.

Superintendent Sligar
Water and Sewer Dept.
City of Watertown, NY 13601

December 30, 2014

Edward J Scharf
742 Morrison Street
Watertown, NY 13601

Dear Mr. Sligar ;

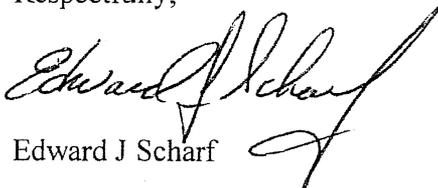
I would like to follow up with you regarding my quarterly water and sewer bill dated 11/25/2014. My account # is 51-0829200-0 and the balance due is \$696.71. Having spoke with your representatives on previous occasions regarding this matter, I have as instructed by your office to forward a payment in the amount of \$67.32 based on my normal baseline usage. This reflects a pattern of timely payment history I'm certain your records would confirm.

Regarding the matter of the exorbitant water usage amount charged, I have asked you to please consider a "Courtesy Adjustment". As I explained by phone, my employment requires me to be out of town for lengthy periods of time. My usual protocol is to turn off all water at the meter when out of town. Apparently during this quarterly period a leak occurred and the water was still on. After being alerted by your diligent office staff, I discovered such. I immediately addressed the problem and repaired a leak in a post meter faucet which I was not aware of prior.

I would like to express my astonishment when I became aware of the incredible usage charge and find it extremely stressful knowing it would create great hardship to accommodate such a payment. I would ask you to give great consideration and if at all possible please find a way to forgive the charges. As a long term homeowner and citizen of Watertown who pays my taxes etc. in a prompt manner, it would be greatly appreciated. I remain hopeful and await your reply in response to my request.

If you have questions, please call me at (518) 578-0262. I look forward to hearing from you soon.

Respectfully,


Edward J Scharf

July 14, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Palmer Street Acquisition Process

Attached are two reports on the Palmer Street acquisition process. The first is from Attorney Robert J. Slye recommending that Council set a Public Hearing for Monday, August 17, 2015, at 7:30 p.m. as part of the eminent domain process.

The second report is from City Engineer Justin Wood requesting City Council input on the level of reconstruction once acquired.

SLYE & BURROWS

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Robert J. Slye
DATE: July 13, 2015
RE: Palmer Street Extension

This memorandum is given in conjunction with Mr. Wood's memorandum outlining the acquisition process for Palmer Street. My purpose, here, is to recommend that you ask for the scheduling of a public hearing concerning the proposed taking pursuant to Article 2 of the Eminent Domain Procedure Law. The purpose of the public hearing is to "inform the public and to review the public use to be served by the proposed project and the impact on the environment and residents of the locality where such project will be constructed. . . ."

Under §202(A) of the Eminent Domain Procedure Law, not less than (10) nor more than thirty (30) days prior to the public hearing, the City must publish notice in at least five (5) successive issues of the City's official newspaper. We also will be required to provide direct notice to any affected property owners.

In general, this "taking" is as against the heirs of A. Palmer Smith and Timothy A. Smith. No attempt at direct mailing will be made for those heirs, and the issue of due process will be addressed by the Court when the City ultimately files its Order to Show Cause seeking the taking. A separate, and very small, taking is being proposed for a small "wedge" of land owned by Frank and Debra Battista from tax parcel no. 8-12-104.001. In the City's conversations with Mr. Battista, City representatives

have generally discussed a “swap” of small triangles of land, seeking lands from the Battistas’ property to the east in exchange for a similar-sized parcel to the west, which would abut their properties on the west side of the road. Those discussions have been very fruitful, but in order to avoid any misunderstanding and/or to avoid filing two separate petitions for taking in the event a settlement cannot be finally reached, it will be necessary to name the Battistas in the eminent domain proceeding and to give them actual notice of the public hearing.

Given the strictures of the public hearing, I respectfully suggest that the hearing be scheduled for Monday, August 17, 2015.

Once the Council has set the public hearing date, we will proceed to prepare the notice and to publish it as required by the statute.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 13 July 2015

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Palmer Street Acquisition Process

The following memo is intended to provide a brief outline of the steps necessary for the City to acquire all of the lands encompassing Palmer Street, from Arsenal Street to Wealtha Avenue. This process entails essentially three steps:

- Step 1: Acquire Palmer Street "Extension" (733 ± feet in length)
- Step 2: Subdivide and exchange property with F. Battista (VL-8 Palmer St.)
- Step 3: Acquire a section of Palmer St. across the lands of 224 Palmer St, Palmer Street Apartments (670 ± in length)

The City took ownership of a portion of Palmer Street from Arsenal Street to a point 966 feet north thereof, in 1879. The street boundary is 33 feet in width, with an asphalt width of approximately 20', intermittent concrete sidewalk, and is served by public water and sanitary sewer.

The subsequent 1,400 linear feet (LF) of Palmer Street, which is not owned by the City, has been the subject of acquisition by City Council, to provide a wholly City owned connection from Arsenal St. to Wealtha Ave.

The last leg of what is considered to be Palmer St, a 400 foot section between Wealtha Ave. and Palmer St Apartments, lies on property owned by the City. In March 1986, City Council agreed to maintain this section of road for public use as part of the Palmer Street Apartments approval process.

Step 1 – Acquire Palmer Street "Extension":

A 733 foot section of Palmer Street, which is depicted as 33 feet in width in the original subdivision map and City tax maps, was never conveyed to the City. While there is much history in the debate of ownership for this section of street which I will not go into detail here, what is clear now is that the City has conducted research, and has not been able to identify an owner or heir to the original owner of the property. Therefore, the street must be acquired through a court process. Subsequent to Council directive to initiate the process, staff proceeded with the mapping and deed descriptions and obtained a final abstractor's opinion on title in the names of A. Palmer Smith and Timothy A. Smith. All of this work needed to be completed before the City could begin the process of commencing eminent domain proceedings. We are now ready to commence the eminent domain proceedings, and will initiate this step with the holding of a public hearing.

Step 2 - Subdivide and exchange property with F. Battista (VL-8 Palmer St.).

Once Step 1 is complete and Palmer Street Extension is acquired, the City must address an issue with the location of the actual street pavement, relative to the street boundary. A portion of the existing street pavement, north of Emmett St., lies outside the street boundary to be acquired. In lieu of relocating the street, the City can simply exchange property with the owner of the land where the actual street lies. I have already met with the owner, Mr. Frank Battista, and reviewed the maps which have been prepared to convey a sliver of Palmer St Ext. to Mr. Battista, in exchange for him conveying a sliver of his property at VL-8 Palmer St to the City. He is supportive of this action and will sign off accordingly when the City is ready to take this step, which will also be submitted to the City Planning Board for Subdivision Approval.

Step 3 - Acquire a section of Palmer St. across the lands of 224 Palmer St

Approximately 640 feet of Palmer Street lies on property at 224 Palmer St, otherwise known as Palmer Street Apartments. The street and a 50 foot wide strip of land across this parcel were proposed to be dedicated to the City when the site was developed in 1985. While another long history of events ensued on that topic which resulted in construction of a substandard street without dedication to the City, the current the owner, Brian Murray, has expressed a willingness to convey the 50 foot wide parcel to the City. A Bill of Sale and Agreement with the owner can be drawn up and executed to complete this step.

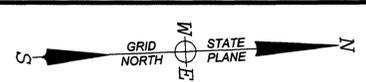
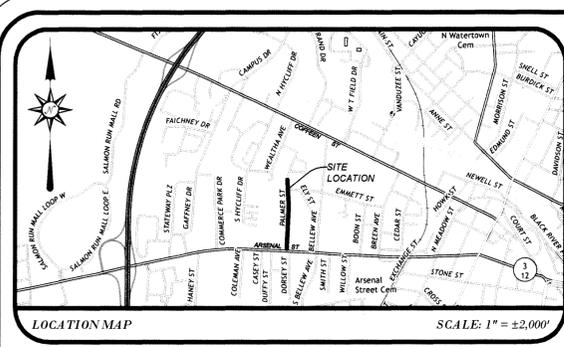
Conclusion

Once the necessary parcels are acquired, City Council would have to determine what level of reconstruction of Palmer Street, if any, is desired. The purpose of ownership is presumably to put the City in a position to make improvements, and to maintain the street at some minimum acceptable level. Will the street pavement be partially repaired or fully reconstructed? If so, at what width, will it include sidewalks, will it include utility extensions of water and sanitary sewer? These questions are important, and will require due diligence and serious consideration. The answers will define the scope of work and rough order of magnitude (ROM) cost. The section of Palmer Street in obvious need of pavement reconstruction is approximately 1,300 linear feet. \$570,000 is currently budgeted for reconstruction of Palmer Street in the Capital Budget for FY 18-19. The scope of work at this budgeted amount covers reconstruction of pavement at a substandard width and storm sewer installation only. Depending on the scope of work, reconstruction of this street will very easily be discussed in the \$1 plus Million range.

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

PALMER STREET ACQUISITION PROCESS





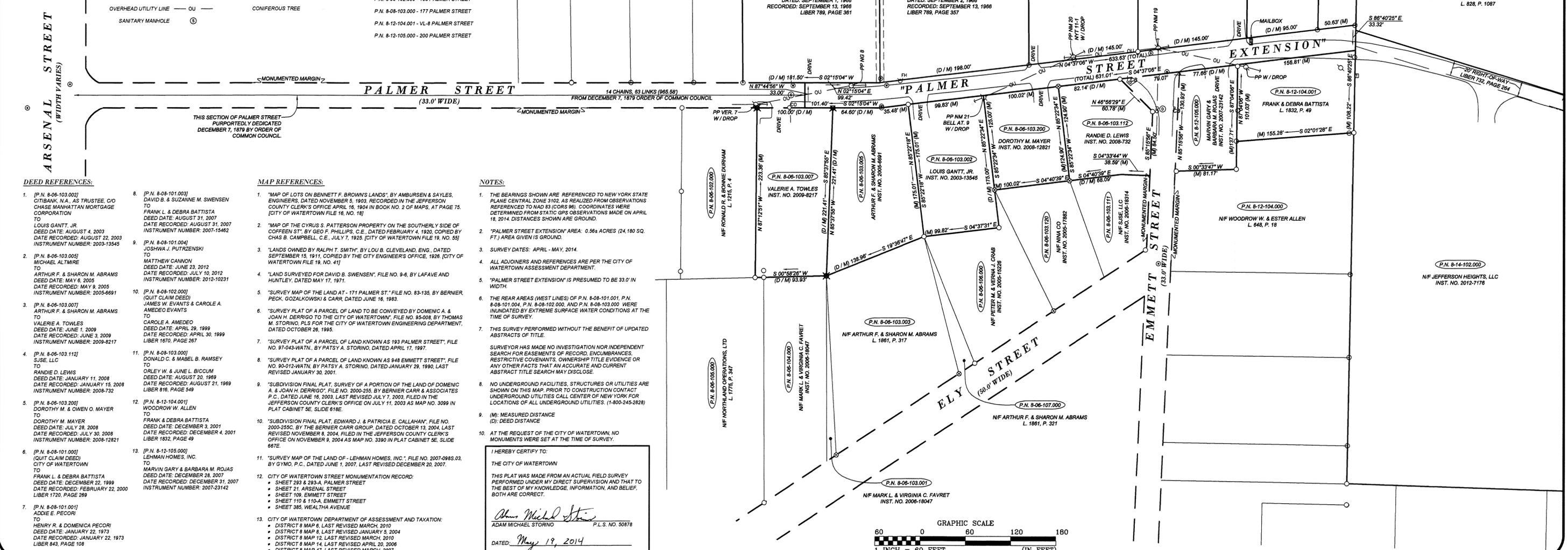
STEP 1: ACQUIRE PALMER STREET "EXTENSION"

LEGEND:

PROPERTY LINE	SANITARY CLEANOUT	⊙
FORMER PROPERTY LINE	CATCH BASIN	⊙
STREET MARGIN	STORM MANHOLE	⊙
CITY MONUMENT	WATER VALVE	⊙
12" CAPPED IRON REBAR SET (2013)	FIRE HYDRANT	⊙
IRON REBAR FOUND	UNDERGROUND TELEPHONE BOX	⊙
IRON PIPE FOUND	GAS MARKER	⊙
EDGE OF PAVEMENT	SIGN	⊙
UTILITY POLE	EDGE OF BRUSH	⊙
GUY WIRE	DECIDUOUS TREE	⊙
OVERHEAD UTILITY LINE	CONIFEROUS TREE	⊙
SANITARY MANHOLE		

SURVEYED PROPERTIES:

P.N. 8-06-103.002 - 180 PALMER STREET
 P.N. 8-06-103.005 - VL-4 PALMER STREET
 P.N. 8-06-103.007 - 172 PALMER STREET
 P.N. 8-06-103.112 - 957 EMMETT STREET
 P.N. 8-06-103.200 - 188 PALMER STREET
 P.N. 8-08-101.000 - 201 PALMER STREET
 P.N. 8-08-101.001 - 197 PALMER STREET
 P.N. 8-08-101.003 - VL-1 PALMER STREET
 P.N. 8-08-101.004 - 193 PALMER STREET
 P.N. 8-08-102.000 - 185 PALMER STREET
 P.N. 8-08-103.000 - 177 PALMER STREET
 P.N. 8-12-104.001 - VL-8 PALMER STREET
 P.N. 8-12-105.000 - 200 PALMER STREET



DEED REFERENCES:

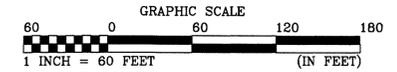
- [P.N. 8-06-103.002] CITIBANK, N.A., AS TRUSTEE, C/O CHASE MANHATTAN MORTGAGE CORPORATION TO LOUIS GANTT, JR. DEED DATE: AUGUST 4, 2003. DATE RECORDED: AUGUST 22, 2003. INSTRUMENT NUMBER: 2003-13545.
- [P.N. 8-06-103.005] MICHAEL ALTMIRE TO ARTHUR F. & SHARON M. ABRAMS. DEED DATE: MAY 6, 2005. DATE RECORDED: MAY 9, 2005. INSTRUMENT NUMBER: 2005-8691.
- [P.N. 8-06-103.007] ARTHUR F. & SHARON M. ABRAMS TO VALERIE A. TOWLES. DEED DATE: JUNE 1, 2009. DATE RECORDED: JUNE 3, 2009. INSTRUMENT NUMBER: 2009-8217.
- [P.N. 8-06-103.112] SUSE, LLC TO RANDIE D. LEWIS. DEED DATE: JANUARY 11, 2008. DATE RECORDED: JANUARY 15, 2008. INSTRUMENT NUMBER: 2008-132.
- [P.N. 8-06-103.200] DOROTHY M. & OWEN O. MAYER TO DOROTHY M. MAYER. DEED DATE: JULY 28, 2008. DATE RECORDED: JULY 30, 2008. INSTRUMENT NUMBER: 2008-12821.
- [P.N. 8-08-101.000] (QUIT CLAIM DEED) CITY OF WATERTOWN TO FRANK L. & DEBRA BATTISTA. DEED DATE: DECEMBER 22, 1999. DATE RECORDED: FEBRUARY 22, 2000. LIBER 1720, PAGE 289.
- [P.N. 8-08-101.001] ADDIE E. PECORI TO HENRY R. & DOMENICA PECORI. DEED DATE: JANUARY 22, 1973. DATE RECORDED: JANUARY 22, 1973. LIBER 843, PAGE 108.
- [P.N. 8-08-101.003] DAVID B. & SUZANNE M. SWENSEN TO FRANK L. & DEBRA BATTISTA. DEED DATE: AUGUST 31, 2007. INSTRUMENT NUMBER: 2007-15462.
- [P.N. 8-08-101.004] JOSHUA J. PUTREZSKI TO MATTHEW CANNON. DEED DATE: JUNE 23, 2012. DATE RECORDED: JULY 10, 2012. INSTRUMENT NUMBER: 2012-10231.
- [P.N. 8-08-102.000] (QUIT CLAIM DEED) JAMES W. EVANS & CAROLE A. AMEDEO EVANS TO CAROLE A. AMEDEO. DEED DATE: APRIL 29, 1999. DATE RECORDED: APRIL 30, 1999. LIBER 1670, PAGE 287.
- [P.N. 8-12-104.001] WOODROW W. ALLEN TO FRANK & DEBRA BATTISTA. DEED DATE: DECEMBER 3, 2001. DATE RECORDED: DECEMBER 4, 2001. LIBER 1832, PAGE 49.
- [P.N. 8-12-105.000] LEHMAN HOMES, INC. TO MARVIN GARY & BARBARA M. ROJAS. DEED DATE: DECEMBER 28, 2007. DATE RECORDED: DECEMBER 31, 2007. INSTRUMENT NUMBER: 2007-23142.

MAP REFERENCES:

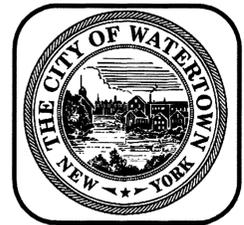
- "MAP OF LOTS ON BENNETT F. BROWNS LANDS," BY AMBURSEN & SAYLES, ENGINEERS, DATED NOVEMBER 5, 1903, RECORDED IN THE JEFFERSON COUNTY CLERK'S OFFICE APRIL 16, 1904 IN BOOK NO. 2 OF MAPS, AT PAGE 75. [CITY OF WATERTOWN FILE 16, NO. 18].
- "MAP OF THE CYRUS S. PATTERSON PROPERTY ON THE SOUTHERLY SIDE OF COFFEEN ST," BY GEO F. PHILLIPS, C.E., DATED FEBRUARY 4, 1920, COPIED BY CHAS B. CAMPBELL, L.S., JULY 7, 1925. [CITY OF WATERTOWN FILE 19, NO. 55].
- "LANDS OWNED BY RALPH T. SMITH," BY LOU B. CLEVELAND, ENG., DATED SEPTEMBER 19, 1911, COPIED BY THE CITY ENGINEER'S OFFICE, 1926. [CITY OF WATERTOWN FILE 19, NO. 41].
- "LAND SURVEYED FOR DAVID B. SWENSEN," FILE NO. 9-6, BY LAFAYE AND HUNTLEY, DATED MAY 17, 1971.
- "SURVEY MAP OF THE LAND AT - 171 PALMER ST.," FILE NO. 83-135, BY BERNER, PECK, GOZALKOWSKI & CARR, DATED JUNE 16, 1983.
- "SURVEY PLAT OF A PARCEL OF LAND TO BE CONVEYED BY DOMENIC A. & JOAN H. DERRIGO TO THE CITY OF WATERTOWN," FILE NO. 85-008, BY THOMAS M. STORINO, PLS FOR THE CITY OF WATERTOWN ENGINEERING DEPARTMENT, DATED OCTOBER 28, 1994.
- "SURVEY PLAT OF A PARCEL OF LAND KNOWN AS 193 PALMER STREET," FILE NO. 97-043-WATIN, BY PATSY A. STORINO, DATED APRIL 17, 1997.
- "SURVEY PLAT OF A PARCEL OF LAND KNOWN AS 948 EMMETT STREET," FILE NO. 80-04-WATIN, BY PATSY A. STORINO, DATED JANUARY 29, 1990, LAST REVISED JANUARY 30, 2001.
- "SUBDIVISION FINAL PLAT, SURVEY OF A PORTION OF THE LAND OF DOMENIC A. & JOAN H. DERRIGO," FILE NO. 2002-255, BY BERNER GARY & ASSOCIATES P.C., DATED JUNE 16, 2003, LAST REVISED JULY 7, 2003, FILED IN THE JEFFERSON COUNTY CLERK'S OFFICE ON JULY 11, 2003 AS MAP NO. 3099 IN PLAT CABINET SE, SLIDE 818E.
- "SUBDIVISION FINAL PLAT, EDWARD J. & PATRICIA E. CALLAHAN," FILE NO. 2000-255C, BY THE BERNER CARR GROUP, DATED OCTOBER 13, 2004, LAST REVISED NOVEMBER 8, 2004, FILED IN THE JEFFERSON COUNTY CLERK'S OFFICE ON NOVEMBER 9, 2004 AS MAP NO. 3380 IN PLAT CABINET SE, SLIDE 687E.
- "SURVEY MAP OF THE LAND OF - LEHMAN HOMES, INC.," FILE NO. 2007-0985.03, BY GYMO, P.C., DATED JUNE 1, 2007, LAST REVISED DECEMBER 20, 2007.
- CITY OF WATERTOWN STREET MONUMENTATION RECORD:
 - SHEET 293 & 293-A PALMER STREET
 - SHEET 21 ARSENAL STREET
 - SHEET 109 EMMETT STREET
 - SHEET 110 & 110-A EMMETT STREET
 - SHEET 385 WEALTHA AVENUE
- CITY OF WATERTOWN DEPARTMENT OF ASSESSMENT AND TAXATION:
 - DISTRICT 8 MAP 6, LAST REVISED MARCH, 2010
 - DISTRICT 8 MAP 8, LAST REVISED JANUARY 5, 2004
 - DISTRICT 8 MAP 12, LAST REVISED MARCH, 2010
 - DISTRICT 8 MAP 14, LAST REVISED APRIL 20, 2006
 - DISTRICT 8 MAP 47, LAST REVISED MARCH, 2007

NOTES:

- THE BEARINGS SHOWN ARE REFERENCED TO NEW YORK STATE PLANE CENTRAL ZONE 31G, AS REALIZED FROM OBSERVATIONS REFERENCED TO NAD 83 (CORS 98). COORDINATES WERE DETERMINED FROM STATIC GPS OBSERVATIONS MADE ON APRIL 18, 2014. DISTANCES SHOWN ARE GROUND.
 - "PALMER STREET EXTENSION" AREA: 0.58 ACRES (24,180 SQ. FT.) AREA GIVEN IS GROUND.
 - SURVEY DATES: APRIL - MAY, 2014.
 - ALL ADJOINERS AND REFERENCES ARE PER THE CITY OF WATERTOWN ASSESSMENT DEPARTMENT.
 - "PALMER STREET EXTENSION" IS PRESUMED TO BE 33.0' IN WIDTH.
 - THE REAR AREAS (WEST LINES) OF P.N. 8-08-101.001, P.N. 8-08-101.004, P.N. 8-08-102.000, AND P.N. 8-08-103.000 WERE INUNDATED BY EXTREME SURFACE WATER CONDITIONS AT THE TIME OF SURVEY.
 - THIS SURVEY PERFORMED WITHOUT THE BENEFIT OF UPDATED ABSTRACTS OF TITLE.
 - SURVEYOR HAS MADE NO INVESTIGATION NOR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT ABSTRACT TITLE SEARCH MAY DISCLOSE.
 - NO UNDERGROUND FACILITIES, STRUCTURES OR UTILITIES ARE SHOWN ON THIS MAP. PRIOR TO CONSTRUCTION CONTACT UNDERGROUND UTILITIES CALL CENTER OF NEW YORK FOR LOCATIONS OF ALL UNDERGROUND UTILITIES. (1-800-245-2828) BE A HELD TRUE COPY.
 - (M): MEASURED DISTANCE
(D): DEED DISTANCE
 - AT THE REQUEST OF THE CITY OF WATERTOWN, NO MONUMENTS WERE SET AT THE TIME OF SURVEY.
- I HEREBY CERTIFY TO:
 THE CITY OF WATERTOWN
 THIS PLAT WAS MADE FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, BOTH ARE CORRECT.
- Adam Michael Storino*
 ADAM MICHAEL STORINO P.L.S. NO. 50878
 DATED: May 19, 2014



STORINO GEOMATICS
 LAND SURVEYING SERVICES & CONSULTING, PLLC
 PROFESSIONAL LAND SURVEYORS
 179 CONGER AVENUE WATERTOWN, NY 13601-2318 TEL/FAX: (315) 788-0287 WWW.STORINOGEOMATICS.COM

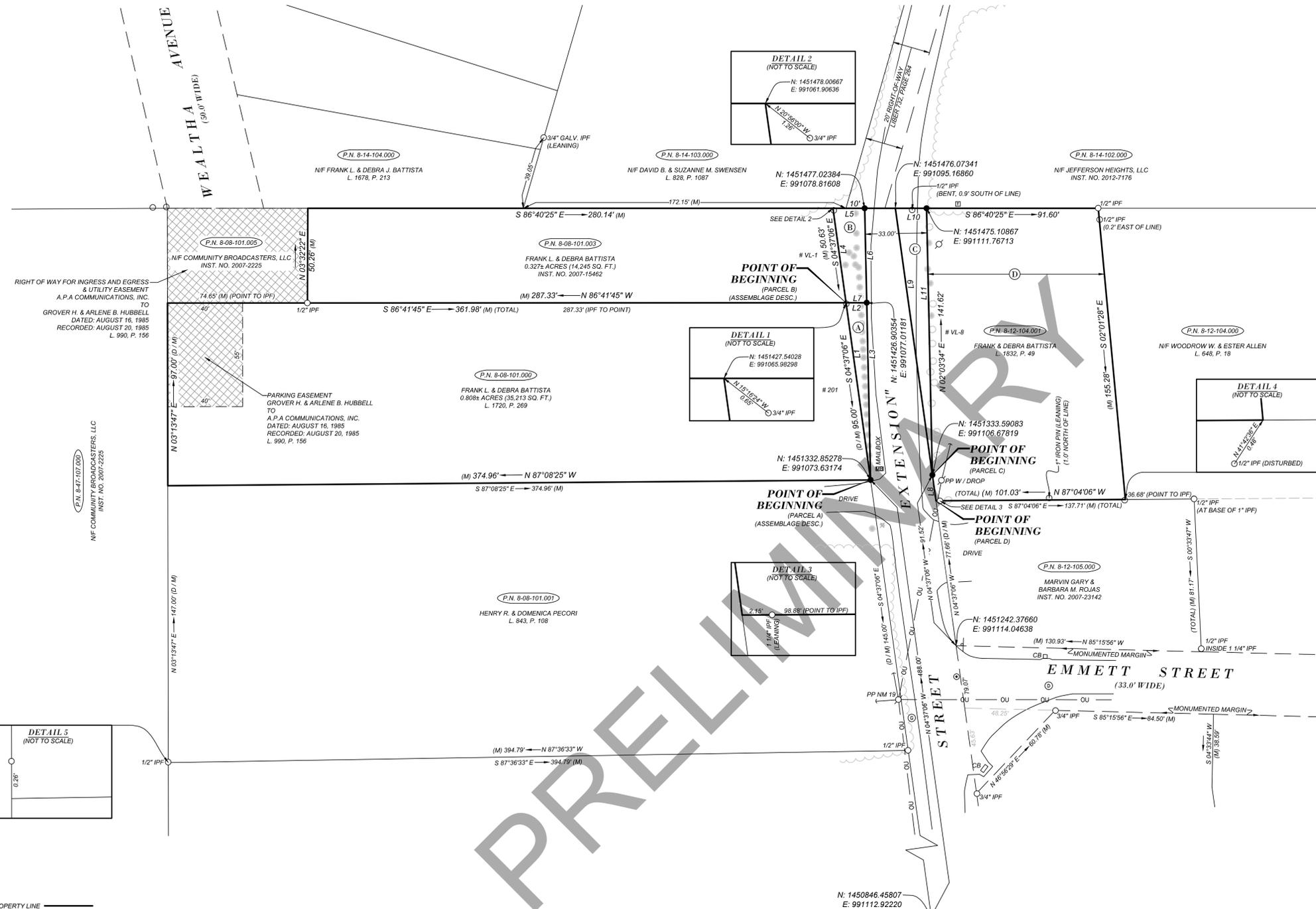
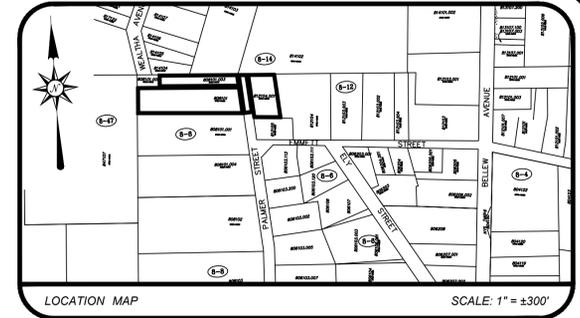


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 UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7206, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
 COPIES FROM THE ORIGINAL OF THIS SURVEY MAP NOT MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED SEAL OR HIS EMBOSSED ORIGINAL AND ORIGINAL SIGNATURE IN INK SHALL NOT BE CONSIDERED VALID OR TRUE COPY.
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 THE SEAL, SIGNATURE, AND CERTIFICATION ARE HEREBY REVOKED AND OTHERWISE VOID ON ALL UNAUTHORIZED COPIES.
 CERTIFICATIONS INDICATED HEREON DENY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE CODE OF PRACTICE FOR LAND SURVEYORS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, AND CERTIFIED ON THEIR BEHALF TO ONLY TO THE PARTY FOR WHOM THE SURVEY IS PREPARED, AND IS REQUIRED TO BE RETURNED TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON AND TO THE SUCCESSORS BY MEMORANDUM OR OPERATION OF LAW TO THE LENDING INSTITUTION AND THE ASSIGNEES OF THE LENDING INSTITUTION. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 CERTIFICATION VALID AS OF FINAL SURVEY DATE.

SURVEY PLAT OF A PORTION OF PALMER STREET, "PALMER STREET EXTENSION", AND ADJACENT PROPERTIES
 PALMER STREET / "PALMER STREET EXTENSION" CITY OF WATERTOWN
 COUNTY OF JEFFERSON STATE OF NEW YORK
 DATE: 5/19/2014
 SCALE: 1" = 60'
 DRAWN BY: AMS
 CHECKED BY: TMS / AMS
 FILE NO.: 14-009-COW
 DRAWING NO.: V101
 1 OF 1

DATE: 5/19/2014
 SCALE: 1" = 60'
 DRAWN BY: AMS
 CHECKED BY: TMS / AMS
 FILE NO.: 14-009-COW
 DRAWING NO.: V101
 1 OF 1

STEP 2: SUBDIVIDE AND EXCHANGE PROPERTY WITH F. BATTISTA (VL-8 PALMER ST)



- NOTES:**
- THE BEARINGS SHOWN ARE REFERENCED TO NEW YORK STATE PLANE CENTRAL ZONE 3102, AS REALIZED FROM OBSERVATIONS REFERENCED TO NAD 83 (2011). COORDINATES WERE DETERMINED FROM STATIC GPS OBSERVATIONS MADE ON APRIL 18, 2014. COORDINATES SHOWN ARE GRID COORDINATES (COMBINED GRID SCALE FACTOR: 0.999957075). DISTANCES AND AREA SHOWN ARE GROUND.
 - SURVEY DATES: APRIL - MAY, 2014, NOVEMBER, 2014.
 - ALL ADJOINERS AND REFERENCES ARE PER THE CITY OF WATERTOWN ASSESSMENT DEPARTMENT.
 - "PALMER STREET EXTENSION" IS PRESUMED TO BE 33.0' IN WIDTH.
 - PERMANENT FEATURES INCLUDING BUILDINGS ON THE LANDS OF BATTISTA WERE NOT LOCATED AS A PART OF THIS SURVEY.
 - THIS SURVEY PERFORMED WITHOUT THE BENEFIT OF UPDATED ABSTRACTS OF TITLE.
- SURVEYOR HAS MADE NO INVESTIGATION NOR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT ABSTRACT TITLE SEARCH MAY DISCLOSE.
- ADJOINER REFERENCES:**
- [P.N. 8-08-101.000] DAVID B. & SUZANNE M. SWENSEN TO FRANK L. & DEBRA BATTISTA DEED DATE: DECEMBER 21, 2007 DATE RECORDED: AUGUST 31, 2007 INSTRUMENT NUMBER: 2007-15462
 - [P.N. 8-12-104.001] WOODROW W. ALLEN TO FRANK & DEBRA BATTISTA DEED DATE: DECEMBER 4, 2001 DATE RECORDED: DECEMBER 4, 2001 LIBER 1832, PAGE 49
 - [P.N. 8-08-101.000] ADRIE E. PECORI TO HENRY R. & DOMENICA PECORI DEED DATE: JANUARY 22, 1973 DATE RECORDED: JANUARY 22, 1973 LIBER 843, PAGE 108
 - [P.N. 8-12-105.000] LEHMAN HOMES, INC. TO MARVIN GARY & BARBARA M. ROJAS DEED DATE: DECEMBER 28, 2007 DATE RECORDED: DECEMBER 31, 2007 INSTRUMENT NUMBER: 2007-23142
 - [P.N. 8-12-104.000] PETER J. MARRA TO WOODROW W. & ESTHER D. ALLEN DEED DATE: JUNE 15, 1957 DATE RECORDED: JULY 2, 1957 LIBER 644, PAGE 19
 - [P.N. 8-14-102.000] PALMER APARTMENTS COMPANY TO JEFFERSON HEIGHTS, LLC DEED DATE: MAY 7, 2012 DATE RECORDED: MAY 16, 2012 INSTRUMENT NUMBER: 2012-7176
 - [P.N. 8-14-103.000] HARRY C. ACKER TO DAVID B. & SUZANNE M. SWENSEN DEED DATE: MAY 28, 1971 DATE RECORDED: JUNE 1, 1971 LIBER 828, PAGE 1087
 - [P.N. 8-14-104.000] (QUITCLAIM DEED) MADELINE BATTISTA TO FRANK L. & DEBRA J. BATTISTA DATE RECORDED: JUNE 22, 1999 LIBER 1678, PAGE 213
 - [P.N. 8-08-101.005 / P.N. 8-47-107.000] CLANCY MANICE COMMUNICATIONS, INC. TO COMMUNITY BROADCASTERS, LLC DEED DATE: FEBRUARY 8, 2007 DATE RECORDED: FEBRUARY 12, 2007 INSTRUMENT NUMBER: 2007-2225

- DEED REFERENCES:**
- [P.N. 8-08-101.000] (QUIT CLAIM DEED) CITY OF WATERTOWN TO FRANK L. & DEBRA BATTISTA DEED DATE: DECEMBER 22, 1999 DATE RECORDED: FEBRUARY 22, 2000 LIBER 1720, PAGE 289
 - [P.N. 8-08-101.003] FRANK L. & DEBRA BATTISTA DEED DATE: AUGUST 31, 2007 DATE RECORDED: AUGUST 31, 2007 INSTRUMENT NUMBER: 2007-15462
 - [P.N. 8-12-104.001] WOODROW W. ALLEN TO FRANK & DEBRA BATTISTA DEED DATE: DECEMBER 4, 2001 DATE RECORDED: DECEMBER 4, 2001 LIBER 1832, PAGE 49
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LINE TABLE

LINE	BEARING	DISTANCE
L1	N 04°37'06" W	95.00'
L2	S 86°41'45" E	11.05'
L3	S 02°03'34" W	94.12'
L4	N 04°37'06" W	50.63'
L5	S 86°40'25" E	16.94'
L6	S 02°03'34" W	50.15'
L7	N 86°41'45" W	11.05'
L8	N 04°37'06" W	13.96'
L9	N 04°37'06" W	142.95'
L10	S 86°40'25" E	16.63'
L11	S 02°03'34" W	141.62'

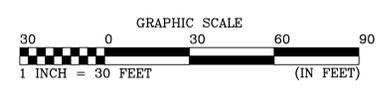
- LEGEND:**
- PROPERTY LINE
 - FORMER PROPERTY LINE
 - STREET MARGIN
 - CITY MONUMENT
 - 5/8" CAPPED IRON REBAR SET (CIRS)
 - IRON FOUND (AS NOTED)
 - EDGE OF PAVEMENT
 - UTILITY POLE
 - GUY WIRE
 - OVERHEAD UTILITY LINE
 - CATCH BASIN
 - STORM MANHOLE
 - UNDERGROUND TELEPHONE BOX
 - GAS MARKER
 - SIGN
 - EDGE OF BRUSH
 - DECIDUOUS TREE
 - CONIFEROUS TREE

PARCEL SUMMARY:

PARCEL	AREA
(A)	0.012± ACRES (520 SQ. FT.)
(B)	0.016± ACRES (702 SQ. FT.)
(C)	0.027± ACRES (1,177 SQ. FT.)
(D)	0.345± ACRES (15,042 SQ. FT.)

ASSEMBLAGE SUMMARY:

PARCEL	AREA
P.N. 8-08-101.000 / PARCEL A	0.820± ACRES (35,733 SQ. FT.)
P.N. 8-08-101.003 / PARCEL B	0.343± ACRES (14,947 SQ. FT.)



IT IS HEREBY CERTIFIED THAT SUBDIVISION FINAL PLAT APPROVAL WAS GRANTED ON _____, PURSUANT TO SECTIONS 32, 33, AND 34 OF THE GENERAL CITY LAW.

KENNETH A. MIX,
PLANNING & COMMUNITY DEVELOPMENT COORDINATOR,
CLERK OF THE CITY OF WATERTOWN PLANNING BOARD

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION C OF THE NEW YORK STATE EDUCATION LAW.

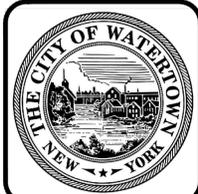
COPIES FROM THE ORIGINAL OF THIS SURVEY MAP NOT MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED SEAL OR HIS EMBOSSED SEAL AND ORIGINAL SIGNATURE IN RED INK SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.

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THE SEAL, SIGNATURE, AND CERTIFICATION ARE HEREBY REVOKED AND OTHERWISE VOID ON ALL UNAUTHORIZED COPIES.

CERTIFICATIONS INDICATED HEREON SIGNIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE CODE OF PRACTICE FOR LAND SURVEYORS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS. SAID CERTIFICATIONS SHALL RUN ONLY TO THE PARTY FOR WHOM THE SURVEY IS PREPARED, AND IF REQUESTED ON THEIR BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON AND TO THE SUCCESSORS (BY MERGER OR OPERATION OF LAW) TO THE LENDING INSTITUTION AND THE ASSIGNEES OF THE LENDING INSTITUTION. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUCCESSOR OWNERS.

CERTIFICATION VALID AS OF FINAL SURVEY DATE.



SUBDIVISION FINAL PLAT OF PARCELS A, B, C, AND D REARRANGEMENT OF THE NORTHERLY TERMINUS OF PALMER STREET EXTENSION

201, VL-1, VL-8 PALMER STREET EXTENSION
COUNTY OF JEFFERSON

CITY OF WATERTOWN
STATE OF NEW YORK

ADAM MICHAEL STORINO
P.L.S. NO. 50878

STORINO GEOMATICS
LAND SURVEYING SERVICES & CONSULTING, PLLC

PROFESSIONAL LAND SURVEYORS

179 CONGER AVENUE
WATERTOWN, NY 13601-2318

TEL/FAX: (315) 788-0287
WWW.STORINGEOMATICS.COM

NEW YORK · VERMONT

DATE: 11/12/2014
SCALE: 1" = 30'
DRAWN BY: A.M.S.
CHECKED BY: T.M.S. / A.M.S.
FILE NO. 14-009.01-COW
DWG. NO.

V101

1 OF 1

Mayor Graham said the fire department, for instance, is a \$9 million department and you cannot achieve \$900,000 without cutting pay or laying off people.

Palmer Street Reconstruction Options

Mayor Graham said this has various costs attached to it and asked if Council wished to discuss it.

Council Member Burns said she would prefer to have more time to digest the information but appreciates staff doing the work.

Council Member Jennings asked if there was any movement on who owns the property.

Attorney Slye replied that they have not been asked to continue the search with Brownell so there has been nothing done further to determine the ownership.

Mayor Graham said this property does not appear on the assessment maps as a parcel that anyone owns or pays taxes on. The City has decided to use the property for its own purposes and maintain it at a level that is not satisfactory to some. What stops a municipality from drawing a deed that follows the boundary measurements and filing the deed, he asked.

Attorney Slye said a deed from whom to whom is the question. Currently we know the City does not own it, he said, and if the assessor knew who owned it, he would like to put the name on the tax roll. He added in a three year period of time, the City would effect the same result as it would as a result of a condemnation, because no one would pay taxes on it. The City cannot take property under the eminent domain procedure law unless, to the best of the City's and abstractor's knowledge, we can identify who the heirs of the last known owners are. Once that is known, the City can put those people on notice. There is no one now to give the City a deed, so the City has to apply to a court to have them tell us it is now the City's. Attorney Slye said from the best he can tell, and according to the abstractor, lots were sold on either side of this imaginary line and described abutting Palmer Street, which never was a street given to the City, and remained in the ownership of the original Smith family. The Smith family, he said, owns it and the heirs own it.

Mayor Graham asked about the area where the purported road is, is not on any piece of land that currently has taxes paid on it. The individual who owns the apartment buildings said he was donating land, he said.

Attorney Slye explained there is Palmer Street and Palmer Street Extension and to his understanding the particular roadway that is near the apartments is owned by the apartment complex.

Mayor Graham inquired if that is part of the parcel in which the apartments are located.

Attorney Slye said he believes it is.

Mayor Graham added that in order to proceed, a description of the property is needed then the City would prepare a deed for that portion.

Attorney Slye mentioned that a few years ago, Kurt Hauk, City Engineer, prepared some charts on the issue which identified which portion was owned by Palmer Street apartments.

Mr. Hauk said there are several different pieces that make up Palmer Street as people would recognize it; mentioning the portion that has technically been on the City's books since 1897 which is about 600 feet off of Arsenal Street. There is a section from there to the property line which was just being discussed, which would be considered the Palmer Street Extension, and the owner of that section is unknown. In addition, there is a portion that falls on the parcel of the housing development and yet another that is located on a sewer easement that the City has for the Western Outfall Trunk Sewer, in total making Palmer Street consist of four sections.

Mayor Graham asked if the part that turns left and goes toward Wealtha Avenue is owned by the City.

Mr. Hauk replied that section is on the Western Outfall Trunk Sewer easement, owned by the City, which is 50 feet wide. The easement itself extends from Wealtha to Bellew Avenues, he said, and it just so happens that Palmer Street turns and follows a City-owned sewer easement.

Mayor Graham questioned if the City built that section of roadway.

Mr. Hauk noted that he has not seen any information that shows the City built any of it. There was talk in the 1980s of building a parallel access road from the apartments to what is called Palmer Street, and it has been an unknown since then.

Mayor Graham commented that one usually thinks of the planning process being more diligent, but at the time there was a lot of political pressure to build the apartments. He added that he still thinks it is a good idea to pursue acquisition of that stretch of land.

Council Member Macaluso noted that she does not want to invest a lot of money in something the City does not own. She added that she does not want it to come back in a negative way on the City and everyone who owns private streets will want the same thing.

Mayor Graham said he is suggesting the City own it then decide if something will be done with it.

Council Member Jennings said acquisition is the first step and the street is a disaster. He added that the City should move to acquire it and fix it.

Council Member Macaluso noted there are sections that are bad, by Wealtha Avenue and by Emmett but the middle section of that street seems fine and added that she drove down there today. People in the City will argue that their street is worse than that street and much more traveled, she said. She asked about a car count.

Mr. Hauk replied that he has some older counts that were taken prior to November of 2011. Traffic on the north leg above Emmett Street was 520 cars a day and the south leg saw 965 cars, he said.

Council Member Burns asked if that was before much of the new construction took place but after the apartments were constructed. She asked how long the section in question has been utilized as part of the

street. Council Member Burns said Brownell Abstract did some work on the matter, and asked what year the research was traced back to, prior to the City starting to use that section.

Attorney Slye responded the last deed out from Palmer Smith was 1884, from his recollection. He stated that it is unlikely that the City will know who the heirs are, even with publication notice by court order in the newspaper and as long as the appropriate constitutional guidelines are followed, the City will have met the requirements.

Just for the benefit of the public, Council Member Burns said she does not believe there has been anyone since approximately 1884 that has wanted to claim that portion of the street.

Mayor Graham said he thinks the first step is to either make that City property and maintain it as such or stop maintaining it and stop spending taxpayer money on private property. He added that he thinks the majority would like to see that process commence. If it is not a street, he said, then the City should not allow people to traverse it.

Attorney Slye noted another street, due to its physical constraints, the City did a lot of water and storm sewer work was Riggs Avenue. It is by no means a dedicate-able City street because of its width, he said. He said his recommendation is two-fold, first the City does not have to do something to the width of a 50 foot wide City right-of-way, as Riggs serves as a good example of that. Secondly, he said, he would caution Council that taking title should go hand in hand with the plan to do something with it. Just to take title, he said, and not then proceed and do the work is an invitation to liability. If the City is not prepared to do the work, the moment it takes title, he would not recommend the City take title.

Council Member Butler responded that from his standpoint, he has not been getting calls from constituents regarding Palmer Street. If title is taken, he asked when will it be done and he questioned how it will be paid for as there are other streets that are in the five year capital plan, such as Factory Street and Flower Avenue East, Harrison Street, Newell, Michigan Avenue and Bronson. He said he has been receiving calls from constituents on Flower Avenue East for four or five years, given the amount of water line breaks that occur there. East Avenue is awful, he said, and mentioned the traffic counts on other streets, and calls are being placed from people on those same streets. He asked how Council can represent the interest of the citizens if Palmer Street is put ahead of these other ones. He added that he thinks Palmer Street should be done but put it out in the five year plan. He said he agrees with Attorney Slye on the liability issue as well.

Council Member Burns said she would not suggest putting Palmer Street ahead of other streets and said there are no talks of a total reconstruction plan or new infrastructure, curbs or that degree of improvement. Her impression is that the City could just go in and do some remedial work so it is at least somewhat safe and passable and noted it will not be built to the standard of other City streets. It is an area where there has been a lot of new construction and added she thinks the people who have invested in that area should have a passable street. City crews have cut back some of the brush which has made it much safer and passable, she said.

Mayor Graham noted that three members want to move ahead with the acquisition process and asked if that was sufficient and if a resolution is needed on the matter.

Attorney Slye said he would recommend it.

Council Member Butler commented that there may be three votes on moving forward for the acquisition, but questioned how it will be paid for and reminded the Mayor that a bond needs four votes to pass.

Mayor Graham mentioned that the City spruces up streets every year using CHIPS funds so not everything is a bonded project. He mentioned trying to make improvements internally within DPW and have City staff do the work so there would be no need to bond for the project.

The following resolution was offered:

Introduced by Mayor Graham

BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes City staff to move ahead with the acquisition of the corridor for what is now known as Palmer Street Extension and the unnamed areas that connect to Wealtha Avenue.

Seconded by Council Member Jennings

Rules were waived by Council Member Burns, seconded by Council Member Jennings and carried with Council Member Burns, Council Member Jennings and Mayor Graham voting yea, and Council Member Butler and Council Member Macaluso voting nay.

At the call of the chair vote was taken on the foregoing Resolution and carried with Council Member Burns, Council Member Jennings and Mayor Graham voting yea, and Council Member Butler and Council Member Macaluso voting nay.

The following reports were available for Council to review:

Request for Crosswalks – Samaritan Medical Center

Community Action Planning Council of Jefferson County

Job Career Expo Bus Shuttle

WTP Dosing Station Dam Rehab Phase II

Sales Tax Revenue – February 2014

Emerald Ash Borer Management Plan from Tree Watertown

Letter from Washington Street Properties

NEW BUSINESS

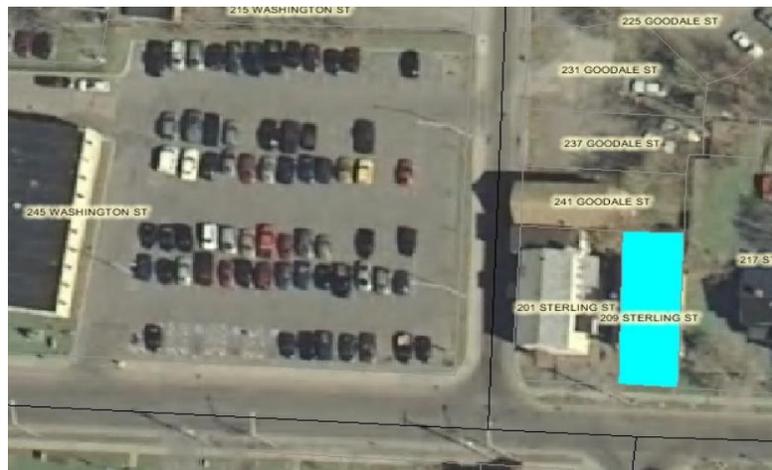
Ornamental Light Poles

Council Member Burns wished to bring to the City Manager's and staff's attention the condition of some of the ornamental light poles due to the harsh weather conditions over the winter. She explained that some of the light fixtures are actually listing to one side or another and suggested DPW keep an eye on them.

July 14, 2015

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Property Offer – 209 Sterling Street (Parcel 11-01-105.000)

The City has received the attached letter from McIntosh & McIntosh expressing interest in purchasing or leasing 209 Sterling Street from the City. Staff is looking for guidance from City Council as to whether it is interested in selling or leasing 209 Sterling Street or even acquiring 201 Sterling Street.



MC INTOSH & MC INTOSH

724 W MAIN S

WATERTOWN N.Y. 13601

06/19/15

WANT CITY COUNSEL OR COMPTROLLERS OFFICE

TO WHOM IT MAY CONSERN

WE ARE INTERESTED IN BUYING OR LEASEING PARCEL 1101-105-209 STERLING ST. FROM THE CITY. WE ARE WILLING TO PAY THE APPRAISED VALUE OF THE PROPERTY, WITH A RESTRICTED DEED GIVING THE CITY THE RIGHT TO REPURCHASE THE PROPERTY IF THEY NEED TO TAKE OVER THAT CORNER OR PARKING. OR WE WOULD LEASE THE PROPERTY AT A PRICE FOR MORE THAN THE AMT OF TAX YOU WOULD RECEIVE THROUGH A SALE—KEEPING IT CLEANED MOWED AND INSHURED.

WE WANT THE USE OF THIS PROPERTY TO GET IT CLEANED UP MOWED, AND THE TREE IN THE BACK CUT DOWN OR BACK TO PREVENT FURTHER DAMAGE TO THE ROOF AT 201 STERLING ST. OUR INSURANCE COMPANY KEEPS ASKING US TO TRIM IT BACK TO PREVENT DAMAGE TO ROOF OR REAR STAIRWAY.

WE WILL NOT ATEMPT TO CONSTRUCT ANY PERMANT BLDGS ON THE PROPERTY, ALTHOUGH WE MAY PUT A REMOVABLE STORAGE SHED IN BACK NO BIGGER THAN TEN BY TEN TO PUT RUBBISH IN BETWEEN RUBISH COLLECTION DAYS. THE REMANDER WILL BE USED TOR TENNANT PARKING AND LAWN. WE'VE NEVER HAD MORE THAN

2 TENNANTS WITH CARS AT 201 STERLING ST SO IT PROBABLY WON'T
BE USED FOR THAT.

IF THE CITY IS REALLY INTERESTED IN HAVING THAT WHOLE
CORNER FOR PARKING AREA I WOULD BE MORE THAN HAPPY TO
EXCEPT ANY REASONABLE OFFER FOR 201 STERLING ST. IM 78 YRS OLD
AND READY TO RETIRE ANYWAY.

THANK YOU

PERRY F MC INTOSH



CITY OF WATERTOWN, NEW YORK
BUREAU OF CODE ENFORCEMENT

Suite 105, City Hall
245 Washington Street
Watertown, New York 13601-3380

Telephone (315) 785-7735
Facsimile (315) 785-7854

MEMORANDUM

DATE: July 15, 2015

TO: Justin Wood, City Engineer
Sharon Addison, City Manager

FROM: Shawn McWayne, Code Enforcement Supervisor

SUBJECT: 424 Vanduzee Street – Former D.O.T. Facility

The former owner of the property failed to respond to any notices of violation which required this department to take action and perform two (2) demolitions. The portions of structures which were demolished are indicated on the enclosed as Section 10 and a portion of Section 6. There have been further instances of young people entering these structures for the purpose of partying and setting fires. The buildings are in various stages of deterioration and sections of the roofs have begun to collapse.

In 2011, I requested a cost estimate for the demolition of these structures and at that time the cost was over \$840,000. That cost did not include the removal of the concrete floor or foundation. Today's cost estimate may run approximately into the 1.1 to 1.3 million range and that is dependent upon the finished site condition. The lower cost would be to remove the structure and leave the concrete floors and foundation and the higher costs, of course, removing the structures in their entirety and have a developable site when complete. (The above cost includes everything to complete the project.)

The above is the most expensive and quickest option the City can take once it becomes the owner. The second option would be to perform the asbestos survey and abatement, removing all asbestos from the site for an approximate cost of \$180,000 to \$225,000 and have DPW perform the demolition as time and money become available. This option will only work if the asbestos abatement can be performed safely. That would have to be determined during the required asbestos survey. The survey and the required air monitoring during abatement process may cost in the range of \$75,000 to \$80,000. (Please note these are just estimates.)

I have had conversations with the new owner and I requested a walkthrough of the property and he declined. This report is from the information on file in this office. I am not aware of any substantial work being performed at this address and the structures just continue to deteriorate. This property will continue to be a problem for not only this department but emergency responders as well.





7/15/2015 10:21:09 AM



7/15/2015 10:22:20 AM



7/15/2015 10:15:03 AM



7/15/2015 10:15:23 AM





Section 6



Section 10



05/09/2011



Sections 6 & 10 were demolished by the City

Revision:	Description of Revision:	Date:	By:

Project:
 Title:
 DOT Barns



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793 EMAIL: gis@watertown-ny.gov



Project: Vanduzee St	
Requested By: McWayne	
Drawn By: M. Owen	Approved By:
Date: 7/15/2015	Date:
Scale: 1 inch = 50 feet	Map Number:
Title: DOT Barns	

July 1, 2015

To: The Honorable Mayor and City Council
 From: Erin E. Gardner, Superintendent of Parks and Recreation
 Subject: Proposed Arena Fees

At the request of the City Manager, a proposed fee schedule has been developed. With the new arena comprised of many new amenities, the fees have increased. In order to make the fees more consistent for all of the groups, I am proposing an “a la carte” fee structure with different fees for City and non-City residents. Highlighted in the list below are fees that will gradually increase over the course of the next three years with a final fee in fiscal year 2017-18. Parks and Recreation Superintendent Gardner will be in attendance at the Council Meeting to answer questions.

Product	Current Fee	Proposed Fee for 2015-16	Occurrence
Arena Event Proposed Fees			
Arena Rental-City Resident	\$1000.00	\$1000.00	Per day
Arena Rental-Non City Resident	\$1000.00	\$1250.00	Per day
Arena Pre/Post Event- CR	\$500.00	\$500.00	Per day
Arena Pre/Post Event-NCR	\$500.00	\$625.00	Per day
Meeting Room- CR	NA	\$100.00	Per day
Meeting Room- NCR	NA	\$125.00	Per day
Meeting Room- CR	NA	\$25.00	Per hour
Meeting Room- NCR	NA	\$35.00	Per hour
Vendor Space-CR	NA	\$100.00	Per day
Vendor Space- NCR	NA	\$125.00	Per day
Large Stage Set-up-CR	NA	\$1000.00	Per event
Large Stage Set-up-NCR	NA	\$1250.00	Per event
Small Stage Set-up-CR	NA	\$500.00	Per event
Small Stage Set-up-NCR	NA	\$625.00	Per event
Large Bleacher Set-up-CR	NA	\$500.00	Per event
Large Bleacher Set-up-NCR	NA	\$625.00	Per event
Small Bleacher Set-up- CR	NA	\$250.00	Per event
Small Bleacher Set-up-NCR	NA	\$315.00	Per event

PA System Rental-CR	NA	\$50.00	Per event
PA System Rental- NCR	NA	\$65.00	Per event
Hanging Signage-CR	NA	\$50.00	Per hour
Hanging Signage-NCR	NA	\$65.00	Per hour
Parking- CR	\$1500.00	\$1500.00	Per event
Parking- NCR	\$1500.00	\$1875.00	Per event
Chair Rental-CR	\$.50	\$1.00	Per day
Chair Rental-NCR	\$.50	\$1.25	Per day
Table Rental-CR	\$2.50	\$4.00	Per day
Table Rental-NCR	\$2.50	\$5.00	Per day
Ice Rental Proposed Fees			
Public Skating-CR	\$2.00	\$3.00	Per session
Public Skating-NCR	\$2.00	\$4.00	Per session
Season Skating Pass-CR	\$25.00	\$40.00	Per season
Season Skating Pass-NCR	\$25.00	\$75.00	Per season
Birthday Party Package-CR	NA	\$125.00	Per party
Birthday Party Package-NCR	NA	\$160.00	Per party
Ice Skate Rental-CR	\$2.00	\$3.00	Per pair
Ice Skate Rental-NCR	\$2.00	\$3.00	Per pair
Ice Skate Sharpening-CR	\$5.00	\$5.00	Per pair
Ice Skate Sharpening-NCR	\$5.00	\$6.00	Per pair
Minor Hockey, Figure Skating IHC Hockey and Student Groups	\$70.00	\$70.00	Per hour
Adult and out-of-town groups	\$80.00	\$100.00	Per hour
Rock and Skate-CR	\$3.00	\$5.00	Per session
Rock and Skate-NCR	\$3.00	\$6.00	Per session
Skate and Shoot-CR	\$3.00	\$10.00	Per session
Skate and Shoot-NCR	\$3.00	\$15.00	Per session
Slip, Slide and Skate-CR	\$25.00	\$25.00	Per session
Slip, Slide and Skate-NCR	\$45.00	\$45.00	Per session
Slip, Slide and Skate with skate rentals-CR	\$45.00	\$45.00	Per session
Slip, Slide and Skate with skate rentals-NCR	\$65.00	\$65.00	Per session
Broomball-CR	\$4.00	\$5.00	Per session
Broomball-NCR	\$4.00	\$6.00	Per session
Broomball equipment for group rentals	\$2.00	\$3.00	Per session
Events/Games where admission is charged	\$100.00	\$120.00	Per hour

July 15, 2015

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning & Community Development Coordinator
Subject: Park Alienation and Conversion Processes

The City has received a purchase offer from Onondaga Development, LLC for a portion of Factory Square Park. Factory Square Park is a dedicated park that was developed using funds from the Land and Water Conservation Fund (LWCF).

The sale of park land is an alienation that requires the approval of the State Legislature. LWCF is a federal program and the conversion of parks funded through this program requires the approval of the National Park Service (NPS).

The City must provide substitute park land that meets the following standards:

The fair market value of the land proposed for substitution must be of equal or greater value than the lands being converted.

The recreational usefulness of the lands proposed for substitution must be reasonably equivalent to the lands being converted.

The location of the lands proposed for substitution must be comparable to the lands being converted.

Appraisals and surveys of the both properties will have to be completed.

Concurrently with the replacement park land being selected, the regional office of the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) should be contacted. OPRHP will eventually provide advice and guidance to the Governor and Legislature. They will also be the liaison with NPS. They will request a completed alienation questionnaire.

Senator Ritchie and Assembly Member Russell should also be contacted about sponsoring the alienation legislation

Environmental reviews will have to be completed under the State Environmental Quality Review Act and the National Environmental Protection Act. The State Historic Preservation Office will also have to be consulted.

The City Council will have to pass a Municipal Home Rule Request for the alienation bill. This resolution will require a 4/5 vote to pass.

After the alienation legislation is signed by the Governor, OPRHP will submit the conversion application to NPS.

According to OPRHP's handbook, the alienation and conversion process may take as many as three years to complete.

July 10, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Properties on State Street

At the July 6, 2015 meeting, Council Member Macaluso reported that she has received complaints about the land between the sidewalks and the street on several upper State Street properties and asked that Code Enforcement look into this.

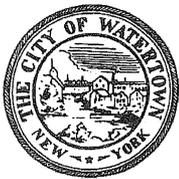
I have been advised that Code Enforcement has prior to the meeting cited properties on State Street to bring them into compliance.

July 10, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Tax Sale Properties

At the July 6, 2015 meeting, Mayor Graham asked if Code Enforcement will make recommendations on the Tax Sale Properties.

I have been advised that Code Enforcement will make a recommendation once they have been through the properties. The Comptroller's Office filed the deeds this Friday, July 10, and DPW is in the process of securing the properties which will allow Code Enforcement access to the properties to conduct their reviews.

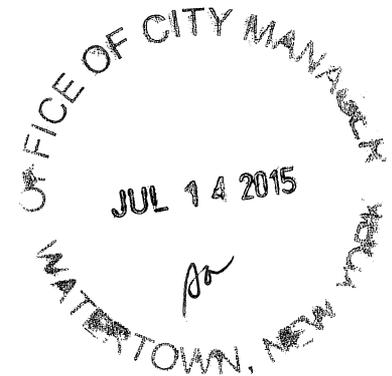


CITY OF WATERTOWN, NEW YORK
FIRE DEPARTMENT
224 South Massey Street
Watertown, New York 13601
(315) 785-7800
Fax: (315) 785-7821
Dale C. Herman, Fire Chief
dherman@watertown-ny.gov



July 14, 2014

Ms. Sharon Addison,
City Manager
245 Washington Street
Watertown NY 13601



Dear Ms. Addison,

For the past two summers, Brookfield Power has been doing maintenance work on their Mill Street power station and dam. During that time, fire department personnel met with Brookfield Supervisors and on site contractors to discuss safety issues and emergency response to potential incidents that could occur. At these meetings, Brookfield Supervisor Mike Zecher indicated that our input was appreciated and that Brookfield Power has a program by which they donate funds to community partners.

As our discussions were focused on water rescue, Brookfield offered to aid in the purchase of a cabinet to isolate the generator from the rest of the equipment on the water rescue trailer. The cost of this cabinet is approximately \$1,500 and will be mounted on the tongue of the trailer. Brookfield doesn't have the ability to purchase the cabinet directly from a selected vendor, and donate it to the fire department, so they are writing a check to the City for the amount of \$1,500 to be used by the department to purchase the cabinet.

Mr. Mills has filled out the necessary paperwork provided by Brookfield and it has been forwarded to Ms. Sharon Hall for processing. Once the check is received by the City Comptroller, we will purchase the desired cabinet using the City adopted purchase policies.

If you have any questions, please feel free to contact me.

CITY OF WATERTOWN FIRE DEPARTMENT

Dale C. Herman
Fire Chief, EFO

July 15, 2015

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planner
Subject: Tree Planting Grant – Northern New York Community Foundation

The City of Watertown has been awarded a \$3,750 grant from the Northern New York Community Foundation through the Carolyn Whitney Fund and the Walker Tree Fund for the City's Fall 2015 Tree Planting Project. The proposed project has several components including a volunteer based fall tree planting, tree planting by a landscape contractor and provisions for the purchase of tools for volunteers to be used at tree planting events. A total of 30 trees will be planted.

The volunteer portion of the tree planting project will be Tree Watertown's 14th annual fall tree planting. In celebration of the 20th anniversary of the founding of Tree Watertown, the group will be planting 20 trees. This tree planting will be conducted at two locations. The first location will be the Watertown City School District's new maintenance facility located at 532 South Massy Street. The second location will be in Thompson Park at the site of the proposed 10th Mountain Division Monument. The remaining 10 trees will be planted at various locations throughout the City.

The tentative date of the volunteer tree planting will be Saturday, November 7, 2015.

July 13, 2015

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Sales Tax Revenue – June 2015

The City has received the monthly sales tax revenue amount from Jefferson County. In comparison to June 2014, the June 2015 sales tax revenue on an actual to actual basis is up \$27,911 or 1.64%. In comparison to the original budget projection for the month of June, sales tax is down \$19,316 or 1.11%.

The actual receipts for the fiscal year finished up \$112,684 or 0.66% while on a budget basis receipts were down \$360,316 or 2.06%. Sales tax revenue finished at \$17,129,685.

The attached spreadsheet shows the detail collections for this year and last year along with the budgeted amounts. Collections for the Fiscal Years' 2010-11, 2011-12, 2012-13 and 2013-14 have been included for historical perspective.

	<u>Actual 2010-11</u>	<u>Actual 2011-12</u>	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Actual 2014-15</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
July	\$ 1,294,030	\$ 1,359,433	\$ 1,361,364	\$ 1,492,579	\$ 1,412,829	\$ (79,750)	-5.34%		
August	\$ 1,250,127	\$ 1,319,714	\$ 1,357,130	\$ 1,463,877	\$ 1,247,954	\$ (215,923)	-14.75%		
September	\$ 1,777,374	\$ 1,886,899	\$ 2,071,785	\$ 1,760,254	\$ 2,206,655	\$ 446,402	25.36%	150,728	3.20%
October	\$ 1,147,531	\$ 1,215,879	\$ 1,301,624	\$ 1,584,174	\$ 1,405,774	\$ (178,400)	-11.26%		
November	\$ 1,203,035	\$ 1,207,881	\$ 1,274,589	\$ 1,116,784	\$ 1,398,402	\$ 281,618	25.22%		
December	\$ 1,681,408	\$ 1,897,409	\$ 1,714,672	\$ 1,543,425	\$ 1,540,727	\$ (2,699)	-0.17%	100,519	2.37%
January	\$ 1,213,795	\$ 1,195,675	\$ 1,276,483	\$ 1,238,468	\$ 1,261,235	\$ 22,767	1.84%		
February	\$ 984,089	\$ 1,036,230	\$ 1,160,663	\$ 1,076,005	\$ 1,059,321	\$ (16,684)	-1.55%		
March	\$ 1,445,902	\$ 1,624,451	\$ 1,453,454	\$ 1,471,964	\$ 1,295,074	\$ (176,891)	-12.02%	(170,807)	-4.51%
April	\$ 1,190,708	\$ 1,217,913	\$ 1,293,493	\$ 1,271,765	\$ 1,286,204	\$ 14,439	1.14%		
May	\$ 1,164,270	\$ 1,224,057	\$ 1,373,513	\$ 1,298,653	\$ 1,288,547	\$ (10,106)	-0.78%		
June	\$ 1,654,800	\$ 2,029,525	\$ 1,609,032	\$ 1,699,052	\$ 1,726,963	\$ 27,911	1.64%	32,244	0.76%
YTD	<u>16,007,070</u>	<u>17,215,066</u>	<u>17,247,801</u>	<u>17,017,001</u>	<u>17,129,685</u>	<u>112,684</u>	<u>0.66%</u>		

Original Budget

	<u>2014-15</u>	<u>Actual 2014-15</u>	<u>Variance</u>	<u>%</u>		
July	\$ 1,534,067	\$ 1,412,829	\$ (121,238)	-7.90%		
August	\$ 1,504,566	\$ 1,247,954	\$ (256,612)	-17.06%		
September	\$ 1,809,181	\$ 2,206,655	\$ 397,474	21.97%	19,624	0.40%
October	\$ 1,628,207	\$ 1,405,774	\$ (222,433)	-13.66%		
November	\$ 1,147,826	\$ 1,398,402	\$ 250,576	21.83%		
December	\$ 1,586,326	\$ 1,540,727	\$ (45,599)	-2.87%	(17,456)	-0.40%
January	\$ 1,272,892	\$ 1,261,235	\$ (11,657)	-0.92%		
February	\$ 1,105,913	\$ 1,059,321	\$ (46,592)	-4.21%		
March	\$ 1,512,879	\$ 1,295,074	\$ (217,805)	-14.40%	(276,054)	-7.09%
April	\$ 1,307,115	\$ 1,286,204	\$ (20,911)	-1.60%		
May	\$ 1,334,750	\$ 1,288,547	\$ (46,203)	-3.46%		
June	\$ 1,746,279	\$ 1,726,963	\$ (19,316)	-1.11%	(86,430)	-1.97%
YTD	<u>17,490,000</u>	<u>17,129,685</u>	<u>(360,316)</u>	<u>-2.06%</u>		