

CITY OF WATERTOWN, NEW YORK
REVISED - AGENDA

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, August 6, 2012, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Rejecting the Bids for the Construction of the Karl R. Burns Learning Center Project
- Resolution No. 2 - Approving Modified Professional Services Agreement Contract Amount, Bernier, Carr & Associates
- Resolution No. 3 - Readopting Fiscal Year 2012-13 General Fund Budget
- Resolution No. 4 - Authorizing an Agreement for Professional Services with Crawford and Stearns, Architects and Preservation Planners for Restoration of the Masonry Façade of Flower Memorial Library
- Resolution No. 5 - Approving Supplemental Appropriation No. 2 For Fiscal Year 2011-12 for Various Accounts
- Resolution No. 6 - Accepting Bid for Roof Rehabilitation of Flower Memorial Library, Water Department Administration Building and Water Department Work Shop, Sands Brothers Roofing, Inc.

- Resolution No. 7 - Authorizing the Filing of an Application for a State Grant-In-Aid for a Municipal Waste Reduction and/or Recycling Project and Signing of the Associated State Contract, Under the Appropriate Laws of New York State
- Resolution No. 8 - Approving Construction Phase Services Agreement for Watertown Swimming Pools Resurfacing Project, C&S Engineers, Inc.
- Resolution No. 9 - Accepting Bid for Resurfacing of Steve D. Alteri Municipal Pool, Mid-American Pool Renovation
- Resolution No. 10 - Accepting Bid for Resurfacing of William J. Flynn Municipal Pool, Leisure Craft Pools
- Resolution No. 11 - Approving Supplemental Appropriation No. 1 for Fiscal Year 2012-13 for Various Accounts

ORDINANCES

LOCAL LAW

PUBLIC HEARING

- 7:30 p.m. Resolution Approving a Special Use Permit Request to Allow a 4-unit Dwelling in a Residence C District Located at 414 Stone Street, Parcel 10-03-205

OLD BUSINESS

STAFF REPORTS

1. Alcohol Sales/1000 Islands Privateers
2. Complaints of Smoking at City-Owned Facilities
3. Mill Street, Factory Street and Black River Parkway Intersection
4. 429 Factory Street
5. Use of Whitewater Park Deck by Maggie's on the River
6. Biomass Fueled District Heating System
7. Flower Memorial Library Fountain Bid
8. Newell Street Cave Secure Entrance
9. New York State Zoo Event: Bobcats, Bears & Brews

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
AUGUST 20, 2012.**

Res No. 1

July 26, 2012

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Rejecting Bids for the Karl R. Burns Learning Center Project

As discussed at the July 16, 2012 City Council Meeting, bids for the Karl R. Burns Learning Center were higher than expected and exceeded both the estimate and budget for the project. As expressed in the attached report from City Engineer Kurt Hauk, the low bid was \$923,315 without the alternate items. Details of all bids received are in the attached report from Purchasing Manager Amy Pastuf.

Therefore, it is Staff's recommendation that the City Council reject the bids submitted for the Karl R. Burns Learning Center. The attached resolution prepared for Council consideration rejects the bids for the project.

RESOLUTION

Page 1 of 1

Rejecting the Bids for the Construction of the Karl R. Burns Learning Center Project

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

Total

YEA	NAY

Introduced by

WHEREAS the City’s Purchasing Department has advertised for sealed bids for the construction of the Karl R. Burns Learning Center Project per City specifications, and

WHEREAS plans and specifications were requested by twelve (12) area builders, with six (6) sealed bids being received and publicly opened and read in the City Purchasing Department on Wednesday, July 11, 2012 at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy M. Pastuf and City Engineer Kurt W. Hauk have reviewed the bids and are recommending that they be rejected as all six are over the estimated construction budget,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York rejects the six bids submitted on July 11, 2012, for the construction of the Karl R. Burns Learning Center Project.

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

1869

DATE: 25 July, 2012

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

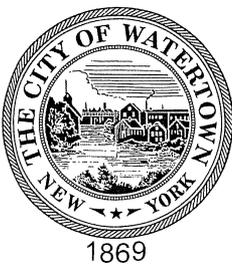
SUBJECT: Karl R. Burns Learning Center Bid Recommendation

Bids for the Karl R. Burns Learning Center were received on July 11, 2012. While the bids for all of the trades were high, both bids for the General Contracting portion greatly exceeded both the estimate and budget for the project. The bid total for the apparent low bidders for the project ended up being \$923,315 not including the alternate items. This exceeded the estimated amount by over 100%.

After reviewing the bids, it is my recommendation that the City reject all bids for this project.

Please prepare a resolution for Council consideration.

Cc. Jim Mills, City Comptroller
Amy Pastuf, Purchasing Manager
File



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 2012-13 – Karl R. Burns Learning Center Bid
DATE: 7/26/2012

The City's Purchasing Department advertised in the Watertown Daily Times on June 9, 2012 calling for sealed bids for the construction of the Karl R. Burns Learning Center as per City specifications. Bid Specifications were filed with the Northern New York and Syracuse Builders Exchange, the Dodge Reports and The Contract Reporter.

The bid specifications included the "turn-key" completion of the Karl R. Burns Learning Center with additional alternative options. The alternatives included the purchase of vertical metal siding, interior cabinetry and solar metal roofing.

Twelve (12) sets of bid specifications and plans were requested by area builders. Six (6) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Wednesday, July 11, 2012 at 11:00 am, local time. The bid tally is provided below.

	Bette & Cring, LLC	Continental Construction	Empire Northeast, Inc.	Hyde-Stone Mechanical	Norsworthy	S&L Electric, Inc.
General Construction						
Base Bid	\$669,000.00	\$705,339.00				
Total Base Bid and Bid Items	\$722,470.00	\$761,019.00				
Total Base Bid and Bid Items plus Alternatives	\$750,570.00	\$808,129.00				

Mechanical/Plumbing						
Base Bid			\$138,900.00	\$128,526.00		
Total Base Bid and Bid Items			\$143,900.00	\$133,526.00		

Electrical						
Base Bid					\$58,366.00	\$81,990.00
Total Base Bid and Bid Items					\$63,366.00	\$86,990.00
Total Bid Plus Alternative 3					\$67,319.00	\$92,790.00

As the lowest bids, from Bette & Cring, LLC, Hyde-Stone Mechanical and Norsworthy Electric, well exceed the funds ear-marked for this project, the Purchasing Department is not recommending an award at this time, pending City Council direction.

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

August 2, 2012

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: Professional Service Agreement Amount Modification, Bernier, Carr & Associates

Prepared for City Council's consideration is a resolution which approves the modified contractual amount for the Professional Service Agreement between the City and Bernier, Carr & Associates for design services preformed in relation to the Karl R. Burns Learning Center project. The amount of the original Agreement was for \$42,775. The modified amount is \$56,748.64.

The attached report from City Engineer Kurt Hauk details the additional work preformed by Bernier, Carr & Associates not originally included in the Professional Service Agreement approved by Council on June 20, 2011. The modified amount includes payment for the following tasks:

- Evaluation of additional alternatives that led to moving all the projects components inside the original building footprint.
- Additional design work for the upgrade of utility service and the resulting additional site work.
- Rearranging the interior of the building to ensure an occupancy rate of less than 100.

In addition to the above-referenced work, the modified contractual amount also included deductions for work that was to be performed during the construction phase of the project as well as reimbursable costs that amounted to less than the contractual amount.

RESOLUTION

Page 1 of 1

Approving Modified Professional Services Agreement Contract Amount, Bernier, Carr & Associates

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

Total

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown approved an Agreement for Professional Services with Bernier, Carr and Associates on June 20, 2011 for the purpose of evaluating the design of the Aviary Building at the Thompson Park Zoo for the amount of \$42,775, and

WHEREAS the City Council of the City of Watertown has decided not to convert the structure as previously planned, and

WHEREAS the original total cost of the Agreement included \$8,385 for limited work during the construction phase of the project, which is no longer necessary, and \$1,000 for reimbursable expenses for which only \$325.64 has been expended, and

WHEREAS during the course of the design Bernier, Carr and Associates preformed tasks not included in the original scope of work of the Professional Service Agreement, totaling \$23,033, including the evaluation of additional alternatives, additional design work, and rearranging of the interior of the building to ensure an occupancy rate of less than 100,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the modified contract amount for the Professional Service Agreement between the City of Watertown, New York and Bernier, Carr and Associates, Architects, Engineers and Land Surveyors P.C for the amount of \$56,748.64, and

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

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

1869

DATE: 27 July, 2012

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Karl R. Burns Learning Center Additional Services

On June 20th, 2011 the City Council approved a professional services agreement with Bernier, Carr and Associates for design services for the Karl R. Burns Learning Center project. The amount of the agreement was for \$42,775.

That total included \$8,385 for limited work during the construction phase and also \$1,000 for reimbursable expenses. The amount for the construction phase work will not be charged and reimbursable expenses have only amounted to \$325.64 to date.

Taking those items into account, the original contract amount is adjusted to \$33,715.64.

During the course of the design there were tasks performed totaling \$23,033 that were not included in the original scope of work and hours breakdown.

1. Evaluation of additional alternatives that led to moving all of the project components inside the original building footprint.
2. Additional design work for the upgrade of utility services and the resulting additional site work.
3. Rearranging of the interior of the building to ensure an occupancy rate of less than 100.

A breakdown of the costs and hours are enclosed for review.

The final contract amount taking into account all of the adjustments is \$56,748.64.

Please prepare a resolution to adjust the contract amount for professional services for City Council review and consideration.

Encl

Cc. Jim Mills, City Comptroller
File

July 18, 2012

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

Re Karl R. Burns Learning Center
Thompson Park Aviary Project
BCA Project No. 2011-045

Dear Mr. Hauk:

Thank you for taking the time to meet with Mari and me to discuss the bids received and BCA's services to the City for this project.

As discussed, we have attached herewith a current bill for our services, as well as a summary of our additional time associated with evaluating multiple alternatives requested by the City Council. We also completed changes in scope during the final design, as well as expanded our scope to include the design of the site and utility work.

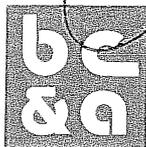
We are requesting an equitable adjustment to our Agreement in the amount of \$23,033. Once approved, we will prepare a final invoice to include this amount.

In the interim, if you have any questions, please do not hesitate to contact me.

Very truly yours,
 BERNIER CARR & ASSOCIATES

Pamela S. Beyor
 Pamela S. Beyor, A.I.A.

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Cc: Mari L. Cecil, A.I.A., C.S.I., Vice President - BCA

Enc: Summary: Request for Equitable Adjustment, dated July 17, 2012
 BCA Invoice No. 12-638, Dated July 17, 2012

	Project Manager	Project Architect / Principal	Structural Engineer	Mechanical Engineer	Electrical Engineer	Site Engineer	CADD	Clerical	Printing	TOTAL FEE
ADDITIONAL SERVICES										
Development of Alternate Designs as Requested by the City Council	25.50	30.00	2.00	10.00	8.00	0.50	25.00	1.50		
Engineer's Estimate		5.00								
Review Meetings with City Engineering and Code Office	7.50	7.50	1.00							
Total Hours	33.00	42.50	3.00	10.00	8.00	0.50	25.00	1.50	-	-
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 120	\$ 120	\$ 90	\$ 75	\$ 50	\$ 50	
Subtotal Phase 1	\$ 3,135	\$ 5,950	\$ 360	\$ 1,200	\$ 960	\$ 45	\$ 1,875	\$ 75	\$ -	\$ 13,600
ADDITIONAL SERVICES										
Design of Site and Utilities	16.00	8.00	3.00			18.00	37.50			
Total Hours	\$ 16	\$ 8	\$ 3	\$ -	\$ -	\$ 18	\$ 38	\$ -	\$ -	
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 120	\$ 120	\$ 90	\$ 75	\$ 50	\$ 50	
Subtotal Phase 1	\$ 1,520	\$ 1,120	\$ 360	\$ -	\$ -	\$ 1,620	\$ 2,813	\$ -	\$ -	\$ 7,433
ADDITIONAL SERVICES										
at 60% complete Owner Requested Changes	10.00	7.50								
Total Hours	\$ 10	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Hourly Rates	\$ 95	\$ 140	\$ 120	\$ 120	\$ 120	\$ 90	\$ 75	\$ 50	\$ 50	
Subtotal Phase 1	\$ 950	\$ 1,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Total Time and Cost of Architectural / Engineering - Additional Services										\$ 23,033

Res No. 3

August 1, 2012

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Authorizing Re-adoption of the FY 2012-13 General Fund Budget

On June 11th City Council approved a Franchise Agreement with the 1000 Islands Privateers LLC making the Watertown Municipal Arena their home ice for the coming hockey season. Due to this agreement certain revenue and expenditure line items need to be adjusted in the Fiscal Year 2012-13 General Fund Budget.

Concession revenues have been increased conservatively by \$45,000 based upon an average attendee spending \$3 at each of the 30 home games with an average attendance of 500. If revenues exceed this estimate then the net appropriated fund balance amount will be reduced.

Personnel and fringe benefit costs have been increased due to the expected increase in staff scheduled to work during the hockey games. Additional staffing will be needed in the existing concession stand as well as in a satellite location near the ice rink. Staff will also need to be present for other duties such as operating the zamboni, restroom maintenance and concession restocking.

The current estimate for the shower renovation that is required as part of the agreement is \$30,000. Netting to go around the ice rink is estimated to cost \$12,000. Miscellaneous equipment, such as an ice machine and pizza warmer that are needed to provide for an enlarged satellite concession stand as well as improvements to the existing concession area is estimated to cost \$5,500.

Also included in the budget re-adoption resolution is a request from Erin Gardner, Superintendent of Parks and Recreation, to add an additional full-time employee based on the shortage of a maintenance worker after to the recent Parks and Recreation Department re-structuring.

Also included in the budget re-adoption resolution is funding for the addition of a voice announcement board to the City's current telephone system which will provide Parks and Recreation with automated announcements for incoming calls such as when the pools are open or if a City sponsored programs has been cancelled due to weather conditions.

Attached for City Council consideration is a Fiscal Year 2012-13 General Fund budget re-adoption resolution to appropriate the additional funds necessary to cover these additional costs at the Arena.

RESOLUTION

Page 1 of 2

Readopting Fiscal Year 2012-13
General Fund Budget

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

YEA	NAY

Introduced by

WHEREAS on May 26, 2012 the City Council passed a resolution adopting the Budget for Fiscal Year 2012-13, of which \$42,112,872 was appropriated for the General Fund, and

WHEREAS on June 11, 2012 the City Council approved a franchise agreement with the 1000 Islands Privateers LLC making the Watertown Municipal Arena their home ice for the 2012-13 hockey season, and

WHEREAS the Superintendent of Parks and Recreation has requested an additional full-time employee and

WHEREAS certain revenue and expenditure line items in the Fiscal Year 2012-13 Adopted General Fund Budget need to be adjusted due the impact of the franchise agreement and additional employee,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby re-adopts the General Fund Budget for Fiscal Year 2012-13 in the total amount of \$ 42,253,322 and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that the following adjustments be included in the re-adopted General Fund Budget.

<u>Revenues</u>	
A 2012 Concessions	<u>\$ 45,000</u>
	45,000
Appropriated Fund Balance	<u>95,450</u>
Total	<u>\$140,450</u>

RESOLUTION

Page 2 of 2

Readopting Fiscal Year 2012-13
General Fund Budget

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

YEA	NAY

Expenditures

A 7265.0130	Ice Arena – Wages	\$ 20,250
A 7265.0140	Ice Arena – Temporary	9,900
A 7265.0150	Ice Arena – Overtime	7,450
A 7265.0250	Ice Arena – Equipment	18,000
A 7265.0430	Ice Arena – Contracted Services	30,000
A 7265.0460	Ice Arena – Materials and Supplies	30,000
A 7265.0465	Ice Arena – Minor Equipment	5,500
A 7265.0810	Ice Arena – Retirement	6,550
A 7265.0830	Ice Arena – Social Security	2,875
A 7265.0850	Ice Arena – Health Insurance	<u>9,925</u>
Total		<u>\$140,450</u>

Seconded by

Res No. 4

July 18, 2011

To: The Honorable Mayor and City Council

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

Subject: Approving an Agreement for Professional Services with Crawford and Stearns, Architects and Preservation Planners for Restoration of the Masonry Façade of Flower Memorial Library

On June 4, 2012, the City issued a Request For Proposals for professional design services for the renovation and restoration of the marble façade on Flower Memorial Library. Seven responses were received and rated by a selection committee. The selection committee, consisting of Amy Pastuf, Purchasing Manager; Kurt Hauk, City Engineer; Andrew Nichols, Planner; Barbara Wheeler, Library Director; and Kenneth Mix, is recommending that the contract be awarded to Crawford & Stearns, Architects and Preservation Planners.

Crawford & Stearns will perform the requested work for \$22,000. The total project budget is \$200,000. \$178,000 will remain available for the masonry contractor.

If the City Council decides to include the fountain restoration with this project, we will have to discuss an amendment of this contract with Crawford and Stearns.

The resolution attached for City Council consideration approves the Agreement for Professional Services with Crawford & Stearns, Architects and Preservation Planners and authorizes the City Manager to execute it.

RESOLUTION

Page 1 of 1

Approving an Agreement for Professional Services with Crawford and Stearns, Architects and Preservation Planners for Restoration of the Masonry Façade of Flower Memorial Library

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

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Capital Budget for Fiscal Year 2012-2013 includes \$200,000 for restoration of the masonry façade of Flower Memorial Library, and

WHEREAS professional design services are required to determine the nature and extent of necessary work, and produce specifications for competitive bidding, and

WHEREAS the City issued a Request for Proposals for those services on June 4, 2012, and

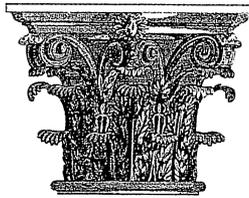
WHEREAS seven proposals were received and reviewed by a selection committee, and that committee recommended that the City award to Crawford and Stearns Architects the contract for professional design services, and

WHEREAS an agreement for professional services has been drafted, a copy of which has been attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED that the City of Watertown approves the Agreement for Professional Services with Crawford and Stearns Architects for professional design services related to the repair and restoration of the masonry façade of Flower Memorial Library, with a fixed fee of \$22,000.00, and

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

Seconded by



CRAWFORD & STEARNS
ARCHITECTS AND PRESERVATION PLANNERS



AGREEMENT FOR SERVICES

TO: City of Watertown (City)
245 Washington Street / Watertown, New York 13601

DATE: July 20, 2012

RE: Agreement for Professional Services:
Restoration of the Masonry Facade of Flower Memorial Library

Services: Crawford & Stearns shall provide architectural and historic preservation consultant services as delineated by the Proposal for Services dated June 26, 2012. Services shall include, without necessarily being limited to, the following:

1. Provide a detailed assessment of the north, south, and west facades of the original building including masonry, cornice, parapet, porch, balustrade, steps, lion statues, walkway, and marble fence. In addition, the window areaways and the space beneath the porch will be investigated to assess the effectiveness of limited repairs made c. 2004.
2. Provide recommendations for repairs and treatments, with estimates of possible costs.
3. Prepare design/contract documents for bidding and construction of work items noted above.
4. Prepare submissions to the SHPO for approval in accordance with the requirements of active covenants on the property and, possibly, current funding.
5. Provide assistance to the City during the bid process. Review bids with City personnel and make recommendations as to bidder qualifications and bid prices.
6. Provide construction phase support including periodic inspections to assess compliance with the contract documents, review applications for payment, review shop drawings and samples, undertake punchlist and final inspections, and assist with project closeout.
7. Coordinate with designated representatives of the City throughout the work.

Fee for Services: Services shall be provided for a single fixed fee of Twenty Two Thousand Dollars (\$22,000) subdivided general into components as follows:

Evaluation:	\$2,500
Design & Bidding:	\$10,000
<u>Construction Administration:</u>	<u>\$9,500</u>
Total:	\$22,000

These fees include all services noted plus travel and normal project expenses. Reproduction costs for documents for regulatory review, project record, and bidding are not included and will be addressed as Reimbursable per the Terms of Agreement.

Project Schedule: Pending execution of this Agreement the work shall progress as follows:

- Complete Assessment Report: By September 21, 2012
- Meeting with City to Present Report: By September 28, 2012
- Complete Construction/Bid Documents: By November 15, 2012
- Submission to SHPO: By November 21, 2012
- City Approval of Construction Documents: By December 7, 2012

- Out to Bid: By January 7, 2013
- Bids Due: By February 7, 2013
- Contract Award: By March 7, 2013
- Commence Construction: By April 7, 2013

Terms of Agreement:

1. **Hazardous Materials:** This agreement does not include or imply the provision of services related to the identification, abatement, or treatment of lead, radon, asbestos, mold, bird or animal wastes, or any materials or products considered hazardous or health risks by any state, local, or federal agency or other entity having jurisdiction. The City shall be responsible for all such services as they may relate to the work of this project..
2. Services shall be invoiced and due monthly based on percentages of work completed.
3. In the event that, through no fault of the Architect's, services extend beyond twelve months from the date of this agreement, all remaining services shall be subject to fee increases of five percent, cumulative per year until completion of services.
4. **Additional Services:** It's acknowledged that conditions or circumstances may arise which were not reasonably to have been anticipated prior to construction or which may develop due to inappropriate execution of contract obligations by the Contractor. All services of the Architect required by such circumstances, including to re-design the work, to re-bid, or to negotiate for Contractor services, services to revise drawings, work scopes, or contract terms on behalf of the Owner, particularly due to project budget constraints, and services to deal with contractor errors or failure to comply with the contract documents properly shall be considered Additional Services and shall be subject to compensation in excess of the fees for Base Services noted.
5. **Termination of Contract:** The City may terminate this Agreement with seven days prior written notice to the Architect for convenience or cause. The Architect may terminate this Agreement for cause with seven days prior written notice to the City. Failure of the City to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until the Architect has been paid in full all amount due for services, expenses and other related charges.
6. Unless otherwise indicated, base services do not include preparation of final documents reflecting "as-built" conditions. Verification of construction phase modifications and preparation of such record drawings shall be available to the Owner as Additional Services.
7. Hourly services or additional services, if any, shall be provided on a unit basis at the following rates: Principal @ \$130/hour, Senior Associate @ \$120/hour, Professional Associate @ \$110/hour, Technical I @ \$75/hour, Technical II @ \$65/hour, Technical III @ \$45/hour, Clerical @ \$45/hour, Reimbursable Expenses @ 1.1 times direct cost, Mileage @ IRS-allowed rate.
8. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Architect.
9. The Owner and Architect agree to waive claims for consequential damages relating to the services of this agreement, including due to either party's termination as provided for by this agreement.
10. Fees indicated are based on the understanding that a reasonable project schedule shall be possible and that field work shall not be required in unreasonably inclement weather beyond the control of the Architect. Should the City's schedule require such services, additional fees may apply.
11. During the term of these services the Architect shall maintain not less than \$1,000,000 Professional Liability insurance, \$2,000,000 aggregate.
12. During the term of these services the Architect shall maintain not less than \$1,000,000 General Liability insurance and shall be responsible for payment of its Workers Compensation costs required by law. The Architect shall provide a certificate of insurance evidencing this coverage and naming the City as additionally insured. Said certificate is attached herein as Exhibit A.
13. **Indemnification:** City and Architect each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expense, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of City and Architect, they shall be borne by each party in proportion to its negligence.
14. [Reserved]
15. **Ownership & Use of Documents:** All of Architect's instruments of service shall become the property of

Res No. 5

July 20, 2012

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Authorizing Supplemental Appropriations No. 2 for General, Risk Retention, Water, Sewer, Library and Self-Funded Health Insurance Funds

With the closing of the City's fiscal year on June 30th, the City is in the process of preparing for the annual filing of the Annual Financial Report with the New York State Comptroller as well as the financial statements for the independent audit. In connection with these reports it is necessary to transfer budget appropriations between various line items to bring certain accounts within budget. The attached resolution provides for the establishment of a supplemental appropriation to cover overdrawn accounts in the 2011-12 General, Risk Retention, Water, Sewer, Library and Self-Funded Health Insurance Funds.

RESOLUTION

Page 1 of 11

Approving Supplemental Appropriation No. 2
For Fiscal Year 2011-12 for Various Accounts

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

YEA	NAY

Introduced by

RESOLVED by the City Council of the City of Watertown, New York that the total amount of \$1,811,975 is hereby transferred and appropriated from and to the following accounts of the listed funds for FY 2011-12 for the reasons shown:

GENERAL FUND

A	1010	110	LEGISLATIVE BOARD	Salaries	\$	1,250	Under appropriated
A	1010	430	LEGISLATIVE BOARD	Contracted Services	\$	2,000	Under appropriated
A	1010	440	LEGISLATIVE BOARD	Fees, Non-employee	\$	2,100	Under appropriated
A	1010	460	LEGISLATIVE BOARD	Materials and Supplies	\$	100	Under appropriated
A	1010	830	LEGISLATIVE BOARD	Social Security	\$	100	Under appropriated
A	1210	110	MAYOR	Salaries	\$	175	Under appropriated
A	1210	450	MAYOR	Miscellaneous	\$	350	Under appropriated
A	1230	110	MUNICIPAL EXECUTIVE	Salaries	\$	17,850	Under appropriated
A	1230	430	MUNICIPAL EXECUTIVE	Contracted Services	\$	8,200	Under appropriated
A	1230	440	MUNICIPAL EXECUTIVE	Fees, Non-employee	\$	2,300	Under appropriated
A	1230	465	MUNICIPAL EXECUTIVE	Equipment < \$5,000	\$	500	No original appropriation
A	1230	850	MUNICIPAL EXECUTIVE	Health Insurance	\$	1,625	Under appropriated
A	1315	110	COMPTROLLER	Salaries	\$	4,025	Under appropriated
A	1315	120	COMPTROLLER	Clerical	\$	950	Under appropriated
A	1315	150	COMPTROLLER	Overtime	\$	2,825	Under appropriated
A	1315	440	COMPTROLLER	Fees, Non-employee	\$	100	Under appropriated
A	1315	450	COMPTROLLER	Miscellaneous	\$	850	Under appropriated
A	1345	120	PURCHASING	Clerical	\$	125	Under appropriated
A	1345	460	PURCHASING	Materials and Supplies	\$	250	No original appropriation
A	1345	465	PURCHASING	Equipment < \$5,000	\$	2,125	Under appropriated
A	1355	110	ASSESSMENT	Salaries	\$	1,575	Under appropriated
A	1355	130	ASSESSMENT	Wages	\$	3,475	Under appropriated
A	1355	150	ASSESSMENT	Overtime	\$	25	Under appropriated
A	1355	440	ASSESSMENT	Fees, Non-employee	\$	3,000	Under appropriated
A	1362	430	TAX ADVERTISING	Contracted Services	\$	2,550	Under appropriated
A	1364	430	PROPERTY ACQUIRED	Contracted Services	\$	26,500	Under appropriated
A	1364	450	PROPERTY ACQUIRED	Miscellaneous	\$	650	No original appropriation
A	1364	460	PROPERTY ACQUIRED	Materials and Supplies	\$	3,000	Under appropriated
A	1380	430	FISCAL AGENT FEES	Contracted Services	\$	1,050	Under appropriated

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Approving Supplemental Appropriation No. 2
For Fiscal Year 2011-12 for Various Accounts

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

YEA	NAY

A	1410	110	CLERK	Salaries	\$	17,700	Under appropriated
A	1410	430	CLERK	Contracted Services	\$	2,400	Under appropriated
A	1410	450	CLERK	Miscellaneous	\$	100	Under appropriated
A	1410	460	CLERK	Materials and Supplies	\$	475	Under appropriated
A	1410	465	CLERK	Equipment < \$5,000	\$	400	No original appropriation
A	1410	830	CLERK	Social Security	\$	775	Under appropriated
A	1410	850	CLERK	Health Insurance	\$	3,475	Under appropriated
A	1420	440	LAW	Fees, Non-employee	\$	48,200	Under appropriated
A	1420	450	LAW	Miscellaneous	\$	3,600	Under appropriated
A	1430	110	CIVIL SERVICE	Salaries	\$	8,000	Under appropriated
A	1430	170	CIVIL SERVICE	Out of Code	\$	200	Under appropriated
A	1430	465	CIVIL SERVICE	Equipment < \$5,000	\$	1,000	Under appropriated
A	1430	830	CIVIL SERVICE	Social Security	\$	350	Under appropriated
A	1430	850	CIVIL SERVICE	Health Insurance	\$	100	Under appropriated
A	1440	120	ENGINEERING	Clerical	\$	125	Under appropriated
A	1440	410	ENGINEERING	Utilities	\$	1,050	Under appropriated
A	1440	460	ENGINEERING	Materials and Supplies	\$	1,500	Under appropriated
A	1440	465	ENGINEERING	Equipment < \$5,000	\$	6,100	Under appropriated
A	1440	840	ENGINEERING	Workers' Compensation	\$	1,600	No original appropriation
A	1490	110	PUBLIC WORKS ADMIN.	Salaries	\$	7,275	Under appropriated
A	1490	120	PUBLIC WORKS ADMIN.	Clerical	\$	925	Under appropriated
A	1490	150	PUBLIC WORKS ADMIN.	Overtime	\$	3,075	No original appropriation
A	1490	420	PUBLIC WORKS ADMIN.	Insurance	\$	575	Under appropriated
A	1490	450	PUBLIC WORKS ADMIN.	Miscellaneous	\$	13,500	Under appropriated
A	1490	455	PUBLIC WORKS ADMIN.	Vehicle Expense	\$	1,700	Under appropriated
A	1490	460	PUBLIC WORKS ADMIN.	Materials and Supplies	\$	3,600	Under appropriated
A	1490	465	PUBLIC WORKS ADMIN.	Equipment < \$5,000	\$	500	Under appropriated
A	1620	150	MUNICIPAL BUILDINGS	Overtime	\$	2,500	Under appropriated
A	1620	450	MUNICIPAL BUILDINGS	Miscellaneous	\$	50	No original appropriation
A	1620	830	MUNICIPAL BUILDINGS	Social Security	\$	100	Under appropriated
A	1620	850	MUNICIPAL BUILDINGS	Health Insurance	\$	1,025	Under appropriated
A	1640	120	CENTRAL GARAGE	Clerical	\$	150	Under appropriated
A	1640	130	CENTRAL GARAGE	Wages	\$	6,575	Under appropriated
A	1640	140	CENTRAL GARAGE	Temporary	\$	900	No original appropriation
A	1640	150	CENTRAL GARAGE	Overtime	\$	1,400	Under appropriated
A	1640	175	CENTRAL GARAGE	Health Insurance Buy-out	\$	2,800	Under appropriated
A	1640	430	CENTRAL GARAGE	Contracted Services	\$	5,000	Under appropriated
A	1640	440	CENTRAL GARAGE	Fees, Non-employee	\$	200	Under appropriated
A	1640	455	CENTRAL GARAGE	Vehicle Expense	\$	5,500	Under appropriated
A	1640	460	CENTRAL GARAGE	Materials and Supplies	\$	51,000	Under appropriated
A	1640	465	CENTRAL GARAGE	Equipment < \$5,000	\$	500	Under appropriated
A	1640	840	CENTRAL GARAGE	Workers' Compensation	\$	600	No original appropriation

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Mayor GRAHAM, Jeffrey E.

YE A	NAY

A	1640	850	CENTRAL GARAGE	Health Insurance	Total	\$ 225	Under appropriated
A	1680	110	INFORMATION TECHNOLOGY	Salaries	\$	1,675	Under appropriated
A	1680	150	INFORMATION TECHNOLOGY	Overtime	\$	1,375	Under appropriated
A	1680	430	INFORMATION TECHNOLOGY	Contracted Services	\$	15,000	Under appropriated
A	1940	245	LAND	Land	\$	27,200	No original appropriation
A	3120	110	POLICE	Salaries	\$	13,400	Under appropriated
A	3120	120	POLICE	Clerical	\$	500	Under appropriated
A	3120	170	POLICE	Out of Code	\$	100	No original appropriation
A	3120	180	POLICE	Roll Call Pay	\$	425	Under appropriated
A	3120	250	POLICE	Other Equipment	\$	7,500	No original appropriation
A	3120	450	POLICE	Miscellaneous	\$	15,000	Under appropriated
A	3120	465	POLICE	Equipment < \$5,000	\$	63,000	Grant related
A	3120	840	POLICE	Workers' Compensation	\$	30,000	Under appropriated
A	3120	850	POLICE	Health Insurance	\$	25,475	Under appropriated
A	3410	110	FIRE	Salaries	\$	5,075	Under appropriated
A	3410	120	FIRE	Clerical	\$	150	Under appropriated
A	3410	130	FIRE	Wages	\$	189,475	Originally appropriated to A1990.0430
A	3410	155	FIRE	Holiday Pay	\$	8,250	Under appropriated
A	3410	175	FIRE	Health Insurance Buy-out	\$	4,025	Under appropriated
A	3410	250	FIRE	Other Equipment	\$	8,000	Under appropriated
A	3410	440	FIRE	Fees, Non-employee	\$	6,500	Under appropriated
A	3410	450	FIRE	Miscellaneous	\$	2,500	Under appropriated
A	3410	455	FIRE	Vehicle Expense	\$	100	Under appropriated
A	3410	465	FIRE	Equipment < \$5,000	\$	26,000	Under appropriated
A	3410	840	FIRE	Workers' Compensation	\$	73,000	Under appropriated
A	3410	850	FIRE	Health Insurance	\$	5,350	Under appropriated
A	3510	810	CONTROL OF ANIMALS	Employee Retirement System	\$	250	No original appropriation
A	3620	110	CODE ENFORCEMENT	Salaries	\$	2,975	Under appropriated
A	3620	120	CODE ENFORCEMENT	Clerical	\$	175	Under appropriated
A	3620	130	CODE ENFORCEMENT	Wages	\$	3,725	Under appropriated
A	3620	140	CODE ENFORCEMENT	Temporary	\$	250	Under appropriated
A	3620	170	CODE ENFORCEMENT	Out of Code	\$	7,725	Under appropriated
A	3620	175	CODE ENFORCEMENT	Health Insurance Buy-out	\$	1,500	No original appropriation
A	3620	420	CODE ENFORCEMENT	Insurance	\$	125	No original appropriation
A	3620	430	CODE ENFORCEMENT	Contracted Services	\$	18,000	Under appropriated
A	3620	830	CODE ENFORCEMENT	Social Security	\$	500	Under appropriated
A	5010	150	MUNICIPAL MAINTENANCE	Overtime	\$	75	Under appropriated
A	5010	170	MUNICIPAL MAINTENANCE	Out of Code	\$	175	No original appropriation
A	5010	175	MUNICIPAL MAINTENANCE	Health Insurance Buy-out	\$	925	Under appropriated
A	5010	410	MUNICIPAL MAINTENANCE	Utilities	\$	300	Under appropriated
A	5010	430	MUNICIPAL MAINTENANCE	Contracted Services	\$	2,700	Under appropriated
A	5010	455	MUNICIPAL MAINTENANCE	Vehicle Expense	\$	1,200	Under appropriated

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Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

YEA	NAY

A	5010	460	MUNICIPAL MAINTENANCE	Materials and Supplies	Total	\$ 9,100	Under appropriated
A	5010	465	MUNICIPAL MAINTENANCE	Equipment < \$5,000	\$	12,000	Under appropriated
A	5010	850	MUNICIPAL MAINTENANCE	Health Insurance	\$	15,175	Under appropriated
A	5110	170	MAINTENANCE OF ROADS	Out of Code	\$	125	No original appropriation
A	5110	410	MAINTENANCE OF ROADS	Utilities	\$	600	Under appropriated
A	5110	460	MAINTENANCE OF ROADS	Materials and Supplies	\$	38,000	Under appropriated
A	5110	465	MAINTENANCE OF ROADS	Equipment < \$5,000	\$	2,500	Under appropriated
A	5142	130	SNOW REMOVAL	Wages	\$	14,375	Under appropriated
A	5142	170	SNOW REMOVAL	Out of Code	\$	9,550	No original appropriation
A	5142	175	SNOW REMOVAL	Health Insurance Buy-out	\$	4,700	Under appropriated
A	5142	420	SNOW REMOVAL	Insurance	\$	150	Under appropriated
A	5142	450	SNOW REMOVAL	Miscellaneous	\$	100	No original appropriation
A	5142	840	SNOW REMOVAL	Workers' Compensation	\$	32,000	Under appropriated
A	5184	110	HYDROELECTRIC PRODUCTION	Salaries	\$	3,075	No original appropriation
A	5184	430	HYDROELECTRIC PRODUCTION	Contracted Services	\$	48,000	Under appropriated
A	5184	830	HYDROELECTRIC PRODUCTION	Social Security	\$	250	No original appropriation
A	5184	850	HYDROELECTRIC PRODUCTION	Health Insurance	\$	425	No original appropriation
A	5186	455	TRAFFIC CONTROL & LIGHTING	Vehicle Expense	\$	1,200	Under appropriated
A	5186	465	TRAFFIC CONTROL & LIGHTING	Equipment < \$5,000	\$	1,000	Under appropriated
A	5186	840	TRAFFIC CONTROL & LIGHTING	Workers' Compensation	\$	3,000	Under appropriated
A	5630	140	BUS	Temporary	\$	6,625	Under appropriated
A	5630	150	BUS	Overtime	\$	2,200	Under appropriated
A	5630	440	BUS	Fees, Non-employee	\$	700	Under appropriated
A	5630	455	BUS	Vehicle Expense	\$	20,000	Under appropriated
A	5630	465	BUS	Equipment < \$5,000	\$	19,000	Originally appropriated to A5630.250
A	5630	850	BUS	Health Insurance	\$	3,075	Under appropriated
A	5650	410	CITY PARKING FACILITIES	Utilities	\$	3,700	Under appropriated
A	5650	430	CITY PARKING FACILITIES	Contracted Services	\$	600	Under appropriated
A	7020	120	RECREATION ADMINISTRATION	Clerical	\$	150	Under appropriated
A	7020	150	RECREATION ADMINISTRATION	Overtime	\$	4,000	Under appropriated
A	7020	410	RECREATION ADMINISTRATION	Utilities	\$	200	Under appropriated
A	7020	430	RECREATION ADMINISTRATION	Contracted Services	\$	9,000	Under appropriated
A	7020	450	RECREATION ADMINISTRATION	Miscellaneous	\$	500	Under appropriated
A	7020	460	RECREATION ADMINISTRATION	Materials and Supplies	\$	1,000	Under appropriated
A	7110	150	THOMPSON PARK	Overtime	\$	4,100	Under appropriated
A	7110	250	THOMPSON PARK	Other Equipment	\$	400	Under appropriated
A	7110	440	THOMPSON PARK	Fees, Non-employee	\$	300	Under appropriated
A	7110	460	THOMPSON PARK	Materials and Supplies	\$	500	Under appropriated
A	7110	465	THOMPSON PARK	Equipment < \$5,000	\$	1,200	Under appropriated
A	7140	150	PLAYGROUNDS	Overtime	\$	250	No original appropriation
A	7140	420	PLAYGROUNDS	Insurance	\$	25	No original appropriation

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Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

YEA	NAY

A	7140	440	PLAYGROUNDS	Fees, Non-employee	Total	\$ 2,500	Under appropriated
A	7140	450	PLAYGROUNDS	Miscellaneous		\$ 300	Under appropriated
A	7140	455	PLAYGROUNDS	Vehicle Expense		\$ 1,000	Under appropriated
A	7140	810	PLAYGROUNDS	NYS Retirement		\$ 5,000	Under appropriated
A	7141	130	FAIRGROUNDS	Wages		\$ 11,200	Under appropriated
A	7141	150	FAIRGROUNDS	Overtime		\$ 2,225	Under appropriated
A	7141	170	FAIRGROUNDS	Out of Code		\$ 150	Under appropriated
A	7141	250	FAIRGROUNDS	Other Equipment		\$ 550	Under appropriated
A	7141	440	FAIRGROUNDS	Fees, Non-employee		\$ 400	Under appropriated
A	7141	450	FAIRGROUNDS	Miscellaneous		\$ 100	No original appropriation
A	7141	460	FAIRGROUNDS	Materials and Supplies		\$ 8,000	Under appropriated
A	7141	465	FAIRGROUNDS	Equipment < \$5,000		\$ 2,500	Under appropriated
A	7141	810	FAIRGROUNDS	NYS Retirement		\$ 6,000	Under appropriated
A	7141	830	FAIRGROUNDS	Social Security		\$ 575	Under appropriated
A	7143	130	ATHLETIC PROGRAMS	Wages		\$ 2,800	Under appropriated
A	7143	150	ATHLETIC PROGRAMS	Overtime		\$ 675	Under appropriated
A	7143	170	ATHLETIC PROGRAMS	Out of Code		\$ 150	No original appropriation
A	7143	455	ATHLETIC PROGRAMS	Vehicle Expense		\$ 700	Under appropriated
A	7143	460	ATHLETIC PROGRAMS	Materials and Supplies		\$ 600	Under appropriated
A	7180	130	SWIMMING POOLS	Wages		\$ 3,575	Under appropriated
A	7180	410	SWIMMING POOLS	Utilities		\$ 100	Under appropriated
A	7180	440	SWIMMING POOLS	Fees, Non-employee		\$ 200	Under appropriated
A	7180	810	SWIMMING POOLS	NYS Retirement		\$ 9,000	Under appropriated
A	7265	140	ICE ARENA	Temporary		\$ 25,000	Under appropriated
A	7265	150	ICE ARENA	Overtime		\$ 1,825	Under appropriated
A	7265	170	ICE ARENA	Out of Code		\$ 800	No original appropriation
A	7265	440	ICE ARENA	Fees, Non-employee		\$ 300	Under appropriated
A	7265	460	ICE ARENA	Materials and Supplies		\$ 4,000	Under appropriated
A	7265	830	ICE ARENA	Social Security		\$ 650	Under appropriated
A	7265	840	ICE ARENA	Workers' Compensation		\$ 14,000	Under appropriated
A	8010	430	ZONING	Contracted Services		\$ 500	Under appropriated
A	8010	450	ZONING	Miscellaneous		\$ 150	No original appropriation
A	8020	465	PLANNING	Equipment < \$5,000		\$ 200	No original appropriation
A	8140	110	STORM SEWER	Salaries		\$ 425	Under appropriated
A	8140	170	STORM SEWER	Out of Code		\$ 675	Under appropriated
A	8140	430	STORM SEWER	Contracted Services		\$ 500	Under appropriated
A	8160	110	REFUSE AND RECYCLE	Salaries		\$ 775	Under appropriated
A	8160	140	REFUSE AND RECYCLE	Temporary		\$ 15,025	Under appropriated
A	8160	170	REFUSE AND RECYCLE	Out of Code		\$ 250	No original appropriation
A	8160	410	REFUSE AND RECYCLE	Utilities		\$ 550	Under appropriated
A	8160	455	REFUSE AND RECYCLE	Vehicle Expense		\$ 6,000	Under appropriated
A	8160	460	REFUSE AND RECYCLE	Materials and Supplies		\$ 12,000	Under appropriated

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Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

YEA	NAY

A	8160	840	REFUSE AND RECYCLE	Workers' Compensation	Total	\$ 81,000	Under appropriated
A	9040	800	OTHER EXPENSES	Workers' Compensation		\$ 9,400	Under appropriated
A	9060	800	OTHER EXPENSES	Health Insurance - Retirees		\$ 38,600	Under appropriated
A	9089	800	OTHER EXPENSES	Other Employee Benefits		\$ 1,000	Under appropriated

A	9710	600	OTHER EXPENSES	Serial Bonds - Principal		\$ 10,500	Under appropriated
TOTAL						<u>\$ 1,421,400</u>	

A	1345	110	PURCHASING	Salaries		\$ (6,775)	
A	1345	850	PURCHASING	Health Insurance		\$ (5,200)	
A	1440	110	ENGINEERING	Salaries		\$ (5,400)	
A	1440	130	ENGINEERING	Wages		\$ (18,000)	
A	1440	150	ENGINEERING	Overtime		\$ (7,200)	
A	1440	430	ENGINEERING	Contracted Services		\$ (5,000)	
A	1440	450	ENGINEERING	Miscellaneous		\$ (5,000)	
A	1440	830	ENGINEERING	Social Security		\$ (3,450)	
A	1440	850	ENGINEERING	Health Insurance		\$ (1,800)	
A	1490	130	PUBLIC WORKS ADMIN.	Wages		\$ (29,700)	
A	1490	410	PUBLIC WORKS ADMIN.	Utilities		\$ (20,000)	
A	1490	830	PUBLIC WORKS ADMIN.	Social Security		\$ (2,350)	
A	1490	840	PUBLIC WORKS ADMIN.	Workers' Compensation		\$ (1,000)	
A	1490	850	PUBLIC WORKS ADMIN.	Health Insurance		\$ (6,100)	
A	1620	410	MUNICIPAL BUILDINGS	Utilities		\$ (11,000)	
A	1640	110	CENTRAL GARAGE	Salaries		\$ (12,900)	
A	1640	410	CENTRAL GARAGE	Utilities		\$ (8,000)	
A	1640	830	CENTRAL GARAGE	Social Security		\$ (600)	
A	1680	130	INFORMATION TECHNOLOGY	Wages		\$ (20,000)	
A	1680	250	INFORMATION TECHNOLOGY	Other Equipment		\$ (5,325)	
A	1680	830	INFORMATION TECHNOLOGY	Social Security		\$ (1,825)	
A	1680	850	INFORMATION TECHNOLOGY	Health Insurance		\$ (3,200)	
A	1930	430	JUDGEMENT & CLAIMS	Contracted Services		\$ (50,000)	
A	1990	430	CONTINGENCY	Contracted Services		\$ (221,500)	
A	3120	130	POLICE	Wages		\$ (2,200)	
A	3120	140	POLICE	Temporary		\$ (3,700)	
A	3120	150	POLICE	Overtime		\$ (57,000)	
A	3120	155	POLICE	Holiday Pay		\$ (9,500)	
A	3120	460	POLICE	Materials and Supplies		\$ (10,750)	
A	3120	830	POLICE	Social Security		\$ (15,450)	
A	3410	150	FIRE	Overtime		\$ (63,000)	
A	3410	190	FIRE	EMT Incentive		\$ (1,500)	
A	3410	410	FIRE	Utilities		\$ (9,900)	
A	3410	430	FIRE	Contracted Services		\$ (10,000)	
A	3410	830	FIRE	Social Security		\$ (7,725)	

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Mayor GRAHAM, Jeffrey E.

YEA	NAY

A	3620	850	CODE ENFORCEMENT	Health Insurance	Total ...\$	-(1,400)
A	5010	130	MUNICIPAL MAINTENANCE	Wages	\$	(31,600)
A	5010	140	MUNICIPAL MAINTENANCE	Temporary	\$	(21,400)
A	5010	250	MUNICIPAL MAINTENANCE	Other Equipment	\$	(8,100)
A	5010	830	MUNICIPAL MAINTENANCE	Social Security	\$	(4,375)
A	5010	840	MUNICIPAL MAINTENANCE	Workers' Compensation	\$	(4,000)
A	5110	130	MAINTENANCE OF ROADS	Wages	\$	(33,900)
A	5110	140	MAINTENANCE OF ROADS	Temporary	\$	(5,700)
A	5110	150	MAINTENANCE OF ROADS	Overtime	\$	(3,000)
A	5110	430	MAINTENANCE OF ROADS	Contracted Services	\$	(8,000)
A	5110	830	MAINTENANCE OF ROADS	Social Security	\$	(4,100)
A	5110	850	MAINTENANCE OF ROADS	Health Insurance	\$	(4,400)
A	5142	150	SNOW REMOVAL	Overtime	\$	(27,900)
A	5142	430	SNOW REMOVAL	Contracted Services	\$	(22,000)
A	5142	440	SNOW REMOVAL	Fees, Non-employee	\$	(1,000)
A	5142	455	SNOW REMOVAL	Vehicle Expense	\$	(26,000)
A	5142	460	SNOW REMOVAL	Materials and Supplies	\$	(92,750)
A	5142	465	SNOW REMOVAL	Equipment < \$5,000	\$	(3,000)
A	5142	830	SNOW REMOVAL	Social Security	\$	(1,175)
A	5184	460	HYDROELECTRIC PRODUCTION	Materials and Supplies	\$	(2,500)
A	5184	465	HYDROELECTRIC PRODUCTION	Equipment < \$5,000	\$	(15,500)
A	5186	130	TRAFFIC CONTROL & LIGHTING	Wages	\$	(11,600)
A	5186	140	TRAFFIC CONTROL & LIGHTING	Temporary	\$	(1,800)
A	5186	150	TRAFFIC CONTROL & LIGHTING	Overtime	\$	(1,700)
A	5186	410	TRAFFIC CONTROL & LIGHTING	Utilities	\$	(37,000)
A	5186	460	TRAFFIC CONTROL & LIGHTING	Materials and Supplies	\$	(7,400)
A	5186	850	TRAFFIC CONTROL & LIGHTING	Health Insurance	\$	(33,950)
A	5630	130	BUS	Wages	\$	(3,400)
A	5630	250	BUS	Other Equipment	\$	(19,000)
A	5630	410	BUS	Utilities	\$	(2,000)
A	5630	840	BUS	Workers' Compensation	\$	(4,000)
A	5650	460	CITY PARKING FACILITIES	Materials and Supplies	\$	(6,000)
A	7020	110	RECREATION ADMINISTRATION	Salaries	\$	(22,600)
A	7020	140	RECREATION ADMINISTRATION	Temporary	\$	(6,000)
A	7020	830	RECREATION ADMINISTRATION	Social Security	\$	(2,000)
A	7020	850	RECREATION ADMINISTRATION	Health Insurance	\$	(18,700)
A	7110	130	THOMPSON PARK	Wages	\$	(2,300)
A	7110	140	THOMPSON PARK	Temporary	\$	(7,700)
A	7110	410	THOMPSON PARK	Utilities	\$	(6,200)
A	7110	830	THOMPSON PARK	Social Security	\$	(750)
A	7110	850	THOMPSON PARK	Health Insurance	\$	(3,400)
A	7140	140	PLAYGROUNDS	Temporary	\$	(5,600)
A	7141	140	FAIRGROUNDS	Temporary	\$	(5,700)

RESOLUTION

Page 8 of 11

Approving Supplemental Appropriation No. 2
For Fiscal Year 2011-12 for Various Accounts

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

YEA	NAY

A	7143	140	ATHLETIC PROGRAMS	Temporary	Total ...\$	(3,400)	
A	7180	140	SWIMMING POOLS	Temporary	\$	(6,000)	
A	7180	150	SWIMMING POOLS	Overtime	\$	(2,100)	
A	7265	130	ICE ARENA	Wages	\$	(14,000)	
A	7265	410	ICE ARENA	Utilities	\$	(11,500)	

A	7265	465	ICE ARENA	Equipment < \$5,000	\$	(9,000)	
A	7265	850	ICE ARENA	Health Insurance	\$	(7,600)	
A	8020	430	PLANNING	Contracted Services	\$	(76,000)	
A	8140	130	STORM SEWER	Wages	\$	(9,700)	
A	8140	140	STORM SEWER	Temporary	\$	(6,000)	
A	8140	150	STORM SEWER	Overtime	\$	(2,500)	
A	8140	175	STORM SEWER	Health Insurance Buy-out	\$	(1,875)	
A	8140	460	STORM SEWER	Materials and Supplies	\$	(6,000)	
A	8140	830	STORM SEWER	Social Security	\$	(1,875)	
A	8140	840	STORM SEWER	Workers' Compensation	\$	(950)	
A	8160	130	REFUSE AND RECYCLE	Wages	\$	(46,475)	
A	8160	150	REFUSE AND RECYCLE	Overtime	\$	(2,000)	
A	8160	430	REFUSE AND RECYCLE	Contracted Services	\$	(10,000)	
A	8160	830	REFUSE AND RECYCLE	Social Security	\$	(3,275)	
A	8160	850	REFUSE AND RECYCLE	Health Insurance	\$	(8,800)	
A	9065	800	OTHER EXPENSES	Medicare Reimbursements	\$	(3,000)	
A	9710	700	OTHER EXPENSES	Serial Bonds - Interest	\$	(16,700)	
TOTAL						<u>\$(1,421,400)</u>	

RISK RETENTION FUND

CS	1740	430	RISK RETENTION	Administration	\$	1,000	Under appropriated
	Total				\$	<u>1,000</u>	
CS	1930	430	RISK RETENTION	Judgements & Claims	\$	(1,000)	
	Total				\$	<u>(1,000)</u>	

WATER FUND

F	8310	120	WATER ADMINISTRATION	Clerical	\$	675	Under appropriated
F	8310	140	WATER ADMINISTRATION	Temporary	\$	4,000	Under appropriated
F	8310	230	WATER ADMINISTRATION	Motor Vehicles	\$	2,250	Under appropriated
F	8310	430	WATER ADMINISTRATION	Contracted Services	\$	5,000	Under appropriated
F	8310	460	WATER ADMINISTRATION	Materials and Supplies	\$	500	Under appropriated
F	8310	810	WATER ADMINISTRATION	NYS Retirement	\$	1,500	Under appropriated
F	8320	440	SUPPLY, POWER & PUMPING	Fees, Non-employee	\$	1,000	Under appropriated

RESOLUTION

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Approving Supplemental Appropriation No. 2
For Fiscal Year 2011-12 for Various Accounts

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

YE A	NAY

F	8320	450	SUPPLY, POWER & PUMPING	Miscellaneous	Total	\$ 6,500	No original appropriation
F	8330	110	WATER PURIFICATION	Salaries		\$ 2,300	Under appropriated
F	8330	130	WATER PURIFICATION	Wages		\$ 275	Under appropriated
F	8330	150	WATER PURIFICATION	Overtime		\$ 1,800	Under appropriated

F	8330	410	WATER PURIFICATION	Utilities		\$ 6,500	Under appropriated
F	8330	420	WATER PURIFICATION	Insurance		\$ 2,350	Under appropriated
F	8330	430	WATER PURIFICATION	Contracted Services		\$ 250	Under appropriated
F	8330	465	WATER PURIFICATION	Equipment < \$5,000		\$ 16,000	Under appropriated
F	8340	130	TRANSMISSION & DISTRIB.	Wages		\$ 19,725	Under appropriated
F	8340	140	TRANSMISSION & DISTRIB.	Temporary		\$ 375	Under appropriated
F	8340	430	TRANSMISSION & DISTRIB.	Contracted Services		\$ 3,700	Under appropriated
F	8340	840	TRANSMISSION & DISTRIB.	Workers' Compensation		\$ 2,000	Under appropriated
F	8340	850	TRANSMISSION & DISTRIB.	Health Insurance		\$ 1,925	Under appropriated
F	9040	800	OTHER EXPENSES	Worker's Compensation		\$ 1,600	Under appropriated
F	9089	800	OTHER EXPENSES	Other Employee Benefits		\$ 100	Under appropriated
TOTAL						<u>\$ 80,325</u>	

F	1990	430	CONTINGENCY	Contingency		\$ (21,575)	
F	8310	110	WATER ADMINISTRATION	Salaries		\$ (11,950)	
F	8310	130	WATER ADMINISTRATION	Wages		\$ (8,450)	
F	8310	250	WATER ADMINISTRATION	Other Equipment		\$ (3,100)	
F	8340	110	TRANSMISSION & DISTRIB.	Salaries		\$ (29,150)	
F	8340	150	TRANSMISSION & DISTRIB.	Overtime		\$ (6,100)	
TOTAL						<u>\$ (80,325)</u>	

SEWER FUND

G	8110	110	SEWER ADMINISTRATION	Salaries		\$ 1,000	Under appropriated
G	8110	120	SEWER ADMINISTRATION	Clerical		\$ 675	Under appropriated
G	8110	230	SEWER ADMINISTRATION	Motor Vehicles		\$ 2,250	Under appropriated
G	8110	430	SEWER ADMINISTRATION	Contracted Services		\$ 1,000	Under appropriated
G	8110	450	SEWER ADMINISTRATION	Miscellaneous		\$ 2,000	Under appropriated
G	8110	850	SEWER ADMINISTRATION	Health Insurance		\$ 75	Under appropriated
G	8120	110	SANITARY SEWER	Salaries		\$ 425	Under appropriated
G	8120	170	SANITARY SEWER	Out of Code		\$ 700	No original appropriation
G	8120	430	SANITARY SEWER	Contracted Services		\$ 3,000	Under appropriated
G	8120	460	SANITARY SEWER	Materials and Supplies		\$ 15,000	Under appropriated
G	8130	130	TREATMENT AND DISPOSAL	Wages		\$ 19,625	Under appropriated
G	8130	150	TREATMENT AND DISPOSAL	Overtime		\$ 2,025	Under appropriated

RESOLUTION

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Approving Supplemental Appropriation No. 2
For Fiscal Year 2011-12 for Various Accounts

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

YE A	NAY

G	8130	440	TREATMENT AND DISPOSAL	Fees, Non-employee	Total	\$ 1,000	Under appropriated
G	8130	455	TREATMENT AND DISPOSAL	Vehicle Expense		\$ 2,000	Under appropriated
G	8130	460	TREATMENT AND DISPOSAL	Materials and Supplies		\$ 20,000	Under appropriated
G	8130	465	TREATMENT AND DISPOSAL	Equipment < \$5,000		\$ 43,000	Under appropriated
G	8130	840	TREATMENT AND DISPOSAL	Workers' Compensation		\$ 20,000	Under appropriated
G	9040	800	OTHER EXPENSES	Worker's Compensation		\$ 1,500	Under appropriated
G	9060	800	OTHER EXPENSES	Health Insurance - Retirees		\$ 2,375	Under appropriated

G	9089	800	OTHER EXPENSES	Other Employee Benefits		\$ 50	Under appropriated
			Total			\$ 137,700	

G	1990	430	CONTINGENCY	Contracted Services		\$ (15,500)	
G	8110	130	SEWER ADMINISTRATION	Wages		\$ (8,000)	
G	8110	250	SEWER ADMINISTRATION	Other Equipment		\$ (3,000)	
G	8110	840	SEWER ADMINISTRATION	Workers' Compensation		\$ (2,000)	
G	8120	130	SANITARY SEWER	Wages		\$ (8,000)	
G	8120	455	SANITARY SEWER	Vehicle Expense		\$ (4,000)	
G	8130	110	TREATMENT AND DISPOSAL	Salaries		\$ (40,000)	
G	8130	250	TREATMENT AND DISPOSAL	Other Equipment		\$ (17,200)	
G	8130	410	TREATMENT AND DISPOSAL	Utilities		\$ (40,000)	
			Total			\$ (137,700)	

LIBRARY FUND

L	7410	110	LIBRARY	Salaries		\$ 1,750	Under appropriated
L	7410	130	LIBRARY	Wages		\$ 115,000	Originally appropriated to L7410.0120
L	7410	420	LIBRARY	Insurance		\$ 450	Under appropriated
L	7410	440	LIBRARY	Fees, Non-employee		\$ 200	Under appropriated
L	7410	460	LIBRARY	Materials and Supplies		\$ 1,000	Under appropriated
L	7410	840	LIBRARY	Worker's Compensation		\$ 300	Under appropriated
L	9040	800	OTHER EXPENSES	Worker's Compensation		\$ 550	No original appropriation
L	9089	800	OTHER EXPENSES	Other Employee Benefits		\$ 300	Under appropriated
			Total			\$ 119,550	

L	1990	430	CONTINGENCY	Contracted Services		\$ (3,600)	
L	7410	120	LIBRARY	Clerical		\$ (115,950)	
			Total			\$ (119,550)	

SELF FUNDED HEALTH INSURANCE FUND

MS	1710	110	SELF FUNDED HEALTH INS.	Salaries		\$ 250	
MS	1710	430	SELF FUNDED HEALTH INS.	Contracted Services		\$ 7,600	
MS	1710	450	SELF FUNDED HEALTH INS.	Miscellaneous		\$ 125	

RESOLUTION

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Approving Supplemental Appropriation No. 2
For Fiscal Year 2011-12 for Various Accounts

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

YEA	NAY

MS 1710 830 SELF FUNDED HEALTH INS.
MS 9060 430.0020 SELF FUNDED HEALTH INS.
MS 9060 430.0030 SELF FUNDED HEALTH INS.

Social Security	Total	\$ 25
Non-pharmacy Claims		\$ 30,000
Pharmacy Claims		\$ 14,000
		<u>\$ 52,000</u>

MS 1710 420 SELF FUNDED HEALTH INS.

Stop Loss Insurance	\$ (52,000)
	<u>\$ (52,000)</u>

Seconded by

August 2, 2012

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Bids for Roof Rehabilitation, Flower Memorial Library, Water Department Administration Building and Water Department Work Shop

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the roof rehabilitation of the Flower Memorial Library, Water Department Administration Building and Water Department Work Shop, per City specifications. The bid was designed to have the lowest bidder complete the roofing projects on all three buildings and included an alternative bid for metal roof surfaces for the Water Department Administration Building and the Water Department Work Shop.

Twelve (12) sets of bid specifications and plans were requested by area builders, with four (4) bids being received and publicly opened and read in the Purchasing Department on Thursday, July 26, 2012 at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with the City Engineering Department, and it is their recommendation that the award be issued to Sands Brothers Roofing, Inc. in the amount of \$165,245.00 as the lowest qualifying bidder meeting City specifications. It is also their recommendation that we include the Alternate Bid Item No. 1 for \$8,550.00 for a total of \$173,795.00 as the additional expense falls within the allocated funding and will exponentially increase the lifespan of the roof.

The bids submitted are detailed in the attached reports of Ms. Pastuf and Mr. Hauk. Funding for these projects had \$100,000 for the Library roof rehabilitation in the 2011-2012 budget, with an additional \$100,000 for the Water Department buildings in the 2012-2013 budget.

A Resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Roof Rehabilitation of Flower Memorial Library, Water Department Administration Building and Water Department Work Shop, Sands Brothers Roofing, Inc.

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids the roof rehabilitation of the Flower Memorial Library, Water Department Administration Building and Water Department Work Shop, per City specifications, and

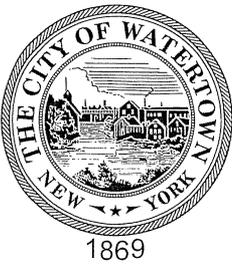
WHEREAS invitations to bid were issued to twelve (12) bidders, with a four (4) bids being received, and

WHEREAS on Thursday, July 26, 2012 at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the City Engineering Department, and it is their recommendation that the City Council accept the bid from Sands Brothers Roofing, Inc. in the amount of \$165,245.00, including the Alternate Bid Item No. 1 for \$8,550.00 for a total of \$173,795.00,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Sands Brothers Roofing, being the lowest qualifying bidder meeting City specifications, for the resurfacing of the Flower Memorial Library, Water Department Administration Building and Water Department Work Shop, per City specifications, in the total amount of \$173,795.00.

Seconded by



CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf
 Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2012-14 – Flower Memorial Library, Water Department Administration Building and Water Department Work Shop Roof Rehabilitation Bid
DATE: 8/2/2012

The City's Purchasing Department advertised in the Watertown Daily Times on June 16, 2012 calling for sealed bids for roof rehabilitation for the Flower Memorial Library, Water Department Administration Building and the Water Department Work Shop as per City specifications. Bid Specifications were filed with the Northern New York and Syracuse Builders Exchange, the Dodge Reports and The Contract Reporter.

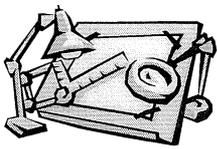
This bid is designed to be awarded in an aggregate manner to the lowest responsive responsible bidder. The contractor with the lowest bid meeting the specifications will complete the roofing projects on all three buildings. The bid also included an alternative bid for metal roof surfaces for the Water Department Administration Building and the Water Department Work Shop.

Twelve (12) sets of bid specifications and plans were requested by area builders. Four (4) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Thursday, July 26, 2012 at 11:00 am, local time. The bid tally is provided below:

		CJ Marley Construction	Gouverneur Roofing	JB Installations	Sands Brothers Roofing, Inc.
	Total Bid	\$213,100.00	\$208,400.00	\$231,200.00	\$165,245.00
Alt 1	Supply and Install 22 gauge Standing Seam Metal Roof	\$15,000.00	\$9,000.00	No Bid	\$8,550.00
	Total Bid with Alternate	\$228,100.00	\$217,400.00	No Bid	\$173,795.00

The bids were reviewed by the City Engineering Department to ensure that the bid meets the required specifications. It is recommended that we accept the proposal from Sands Brothers Roofing, Inc. for \$165,245.00 as the lowest responsive responsible bid. It is also recommended that we include Alternate Bid Item 1 for \$8,550.00 in the award as the additional expense falls within the allocated funding and will exponentially increase the lifespan of the roof.

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



INTEROFFICE MEMO

Engineering Department

DATE: July 30, 2012

TO: Amy Pastuf, Purchasing Agent

FROM: Kurt Hauk, City Engineer

SUBJECT: Flower Library and Water Department Roofing Project

The Engineering Department has reviewed the bids received on July 26, 2012 for the Flower Library and Water Department Roofing Project.

It is our recommendation that the bid be awarded to Sands Brothers Roofing Co., Inc., in the amount of \$165,245.

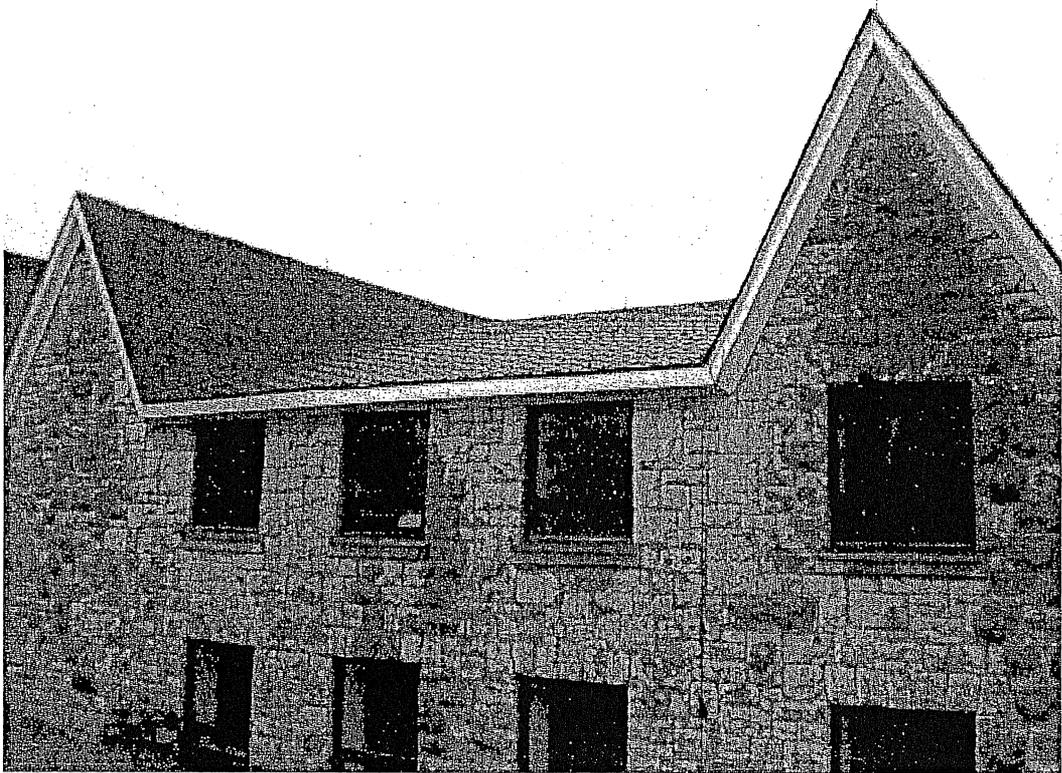
It is further recommended that the alternate for installation of a standing seam metal roof in place of asphalt shingles for the two roofs at the Water Plant be approved. This would bring the total project cost to \$173,795.

FISCAL YEAR 2011-2012
CAPITAL BUDGET
FACILITY IMPROVEMENTS
LIBRARY

PROJECT DESCRIPTION	COST
<p>Roof rehabilitation</p> <p>The roof over the 1975 addition of the library needs to be replaced as it is over 35 years old. Cost covers removal of existing roof in its entirety, installation of pressure treated wood blocking, adhesive preparation, installation of new insulation and finally, installation of a new Carlisle .60 fully adhered EPDM roof system complete with all required wall, drain, expansion joint and curb flashings for a completely weather tight installation.</p> 	<p>\$100,000</p>
TOTAL	\$100,000

Funding to support this project will be through a transfer from the Library Fund (L9950).

FISCAL YEAR 2012-2013
 CAPITAL BUDGET
 FACILITY IMPROVEMENTS
 WATER TREATMENT PLANT

PROJECT DESCRIPTION	COST
<p>Administration Building and Work Shop Wing Roof Replacement</p> <p>The existing roof was last replaced approximately 15 years ago. The roofing has deteriorated, is leaking, and needs replacing.</p> <div style="text-align: center; margin: 20px 0;">  </div> <p>Funding to support this project will be through a transfer from the Water Fund (F 9950.0900).</p>	<p>\$100,000</p>
TOTAL	\$100,000

Res No. 7

August 2, 2012

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: Approving Municipal Waste Reduction and Recycling Grant Final Application Submission

The City has received notification that our August, 2008 'pre-application' for state assistance under the Municipal Waste Reduction and Recycling Grant Program has been placed on the 'short list.' Funding for the City of Watertown is pending the successful review of the final application.

The pre-application filed in 2008 was for the replacement of two (2) side load recycle collection vehicles. The targeted vehicles cost \$160,000 each with a 50% match from the City. As such, the City would be responsible for \$160,000. Funding for these vehicles was included in the 2010-11 and 2011-12 Adopted Capital Budgets. The attached memorandum from Department of Public Works Superintendent Eugene P. Hayes details the history of this grant application as well as the City's need to update its recycling vehicles.

Attached for Council's consideration is a resolution authorizing the filing of the grant application detailed above. City staff will be in attendance at the Council meeting to answer any questions Council Members may have regarding this project.

RESOLUTION

Page 1 of 2

Authorizing the Filing of an Application for a State Grant-In-Aid for a Municipal Waste Reduction and/or Recycling Project and Signing of the Associated State Contract, Under the Appropriate Laws of New York State

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

YEA	NAY

Introduced by

WHEREAS the State of New York provides financial aid for municipal waste reduction and municipal recycling projects, and

WHEREAS the City of Watertown, herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws, and

WHEREAS it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid,

NOW THEREFORE BE IT RESOLVED BY the City of Watertown:

1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.
2. That the City Manager is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE.
3. That the MUNICIPALITY agrees that it will fund its portion of the cost of said Municipal Waste Reduction and/or Recycling Project.

RESOLUTION

Page 2 of 2

Authorizing the Filing of an Application for a State Grant-In-Aid for a Municipal Waste Reduction and/or Recycling Project and Signing of the Associated State Contract, Under the Appropriate Laws of New York State

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

YEA	NAY

4. That the MUNICIPALITY or MUNICIPALITIES set forth their respective responsibilities by attached joint resolution relative to a joint Municipal Waste Reduction and/or Recycle Project.
5. That this resolution shall take effect immediately.

Seconded by

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, authorizing the signing of an application for State Aid, authorizing the signing of a State Contract, and assuring funding of the municipal portion of the cost of the project as regularly adopted at a legally convened meeting of the

(Name of Governing Body of the Applicant)

duly held on the _____ day of _____, 20__,

and further that such Resolution has been fully recorded in the

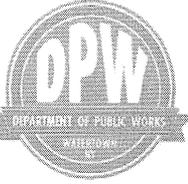
(Title of Record Book) _____ in my office.

In witness whereof, I have hereunto set my hand this _____ day
of _____, 20__.

If the Applicant has an Official Seal,
Impress here.

Signature of Recording Officer

Title of Recording Officer

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 08-01-12 Ref: PW 033-12
To:	Sharon Addison, City Manager	
Subject:	Municipal Waste Reduction & Recycling Grant Project Number 6-MSWSS-085 (Recycling Trucks) Final Application Submittal Resolution	

With reference to the attached letter of July 10, 2012 from the New York State Department of Environmental Conservation, Division of Materials Management, Bureau of Permitting and Planning, the City has received notification that our August, 2008 "pre-application" for State assistance under the Municipal Waste Reduction & Recycling Grant Program is now short listed for potential funding pending a successful review of the full final application.

The pre-application was for a 50/50 grant for the replacement of two (2) each, side load recycle collection vehicles (as detailed in the 2010-2011 and 2011-2012 Adopted Capital Budgets). The estimated cost of each vehicle is \$160,000 for a total budget of \$320,000 which, if we are successful in our final application, will be for a funding award of \$160,000.

The final application is due no later than September 10, 2012 and while staff is currently working on the many submission components one of the required documents is "resolution authorizing the filing" of the Application for a State Grant-In-Aid for a Municipal Waste Reduction and/or Recycling Project. The wording of this resolution is detailed in the application packet and is very specific as it has been pre-approved by DEC attorneys and any deviation could place the application in jeopardy.

Hence the purpose of this memorandum is to provide you with the sample resolution and ask a formal resolution be prepared and presented to City Council for their consideration and approval.

Relative to the City's experience with this particular grant program, while our two (2) existing recycle collection vehicles were purchased with the assistance of a similar grant in 1999 our final application submitted in 2008 for the replacement of our three (3) yard waste collection vehicles was unsuccessful. So, while we have waited with anticipation for four years to be short listed, there is no guarantee that we will actually be

successful in this final application.

Should you have any questions concerning grant or final application requirements, please do not hesitate to contact me at your convenience.

Gene

cc: Peter Monaco, Assistant Superintendent of Public Works
James Mills, City Comptroller
Amy Pastuf, City Purchasing Manager
DPW files:
Recycle Vehicle Replacement Grant

New York State Department of Environmental Conservation

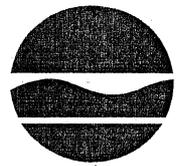
Division of Materials Management

Bureau of Permitting and Planning, 9th Floor

625 Broadway, Albany, New York 12233-7260

Phone: (518) 402-8678 • Fax: (518) 402-9024

Website: www.dec.ny.gov



Joe Martens
Commissioner

JUL 19 2012

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Mr. Gene Hayes, Superintendent
Department of Public Works
City of Watertown
Suite 206, Municipal Building
245 Washington Street
Watertown, New York 13601

Re: Municipal Waste Reduction & Recycling (MWRR) State Assistance Program
City of Watertown
Project No. 6-MSWSS-085 (Recycling Trucks)
State Share Requested: **\$160,000.00**

Dear Mr. Hayes:

We are in receipt of a pre-application for State assistance under the Municipal Waste Reduction & Recycling. This letter is being sent to request a full final application for this project.

Please use the enclosed "Application Checklist" to assist you in completing all the requirements of a full final application. In order to expedite review of your project, follow the instructions in the appropriate Application Package (capital project) that can be found at: <http://www.dec.ny.gov/pubs/4776.html>. Be sure to include your Federal ID number on your full application.

This letter should **not** be considered as a commitment for funding or as a final approval of all requested items in the pre-application. A full final application is necessary to determine actual final eligibility of each item requested. A review of the final application will be conducted to determine the final eligible project cost. If there are any questions about your application, or additional documentation needed, we will contact you with a request for the additional information or documentation.

Please keep the following information in mind as you complete your application:

1. The project to be described in the full final application must be consistent with the project that was proposed in your pre-application, and the requested amount of funding must not exceed the original amount requested in the pre-application.
2. Please submit your application no later than **September 10, 2012**. If this deadline is not possible to accommodate, call me to establish an alternative deadline. If you will not be moving forward with your project, please notify us, in writing, by **August 10, 2012**.
3. **Failure to submit an application prior to the deadline (or alternative deadline) will result in the application being disapproved for funding and the project being removed from the waiting list.**

4. Submit one original of the final application to me at:

NYS Department of Environmental Conservation
Division of Materials Management
Bureau of Permitting and Planning
Planning and Municipal Assistance Section
625 Broadway
Albany, NY 12233-7260

Also, send a copy of the full final application to your DEC Regional Office.

5. Capital costs for vehicles, equipment or facilities are eligible only to the extent that the item is primarily used for recycling purposes. Costs should be pro-rated based on the amount of time the item is used for recycling versus non-recycling uses. Individual items used less than 50% of their time for recycling purposes cannot be considered eligible for recycling grants. This standard applies to all costs.

Additionally, a review of your pre-application has resulted in the specific comments listed below. The "Project Description" of your final application should include responses to these comments in addition to the information requested in the Application Package.

6. If you already incurred costs associated with your grant request, please include copies of purchase orders, invoices, canceled checks, vouchers and current photographs of the (2) recycling trucks purchased with your full application.
7. Also, please advise us what the current status is with the (2) Mack Side Loading Compartmentalized Recycling Trucks that were purchased in 2000 with a grant from us, **Project No.: 6-MSWSS-026**. Explain how the City will utilize or dispose of (traded-in, sold or reprogrammed usage) the previously funded equipment. If sold, please provide documentation that a fair market value was received.
8. Include a brief summary of how the (2) trucks will be used for recycling. Will the trucks be used for purposes other than recyclable collection? If they will be used for other purposes, please discuss what other activities are undertaken with the trucks and submit a list of these additional tasks. For each truck, include an estimate of time dedicated to each activity (recycling and non-recycling); an estimate of distance to destination for each activity and an explanation of how the percent usage was estimated.
9. Include information on the collection routes and frequency of collection.
10. Please complete the enclosed Equipment forms.
11. Provide copies of specifications or vendor brochures for each style truck.

If you have any questions or require assistance in completing your application or need another copy of the Application Package, please call me at (518) 402-8678. Thank you for your interest in the MWRR Program.

Sincerely,



Dawn M. Mirabile
Environmental Program Specialist
Planning and Municipal Assistance Section

Enclosures

FISCAL YEAR 2011-2012
 CAPITAL BUDGET
 VEHICLES AND EQUIPMENT
 REFUSE AND RECYCLING

PROJECT DESCRIPTION

COST

Vehicle 1-005 is a 2000 MACK Mid Liner dual drive truck with a 25yd³ seven compartment recycling body and a hydraulic plastic compactor located between the cab and the recycling body. The truck has in excess of 15,500 operating hours. It is used daily on dedicated recycling routes. It will be replaced by a nearly identical unit in regards to product separation but with a larger plastic compactor. The present unit will be traded towards the purchase of the replacement unit.

\$160,000



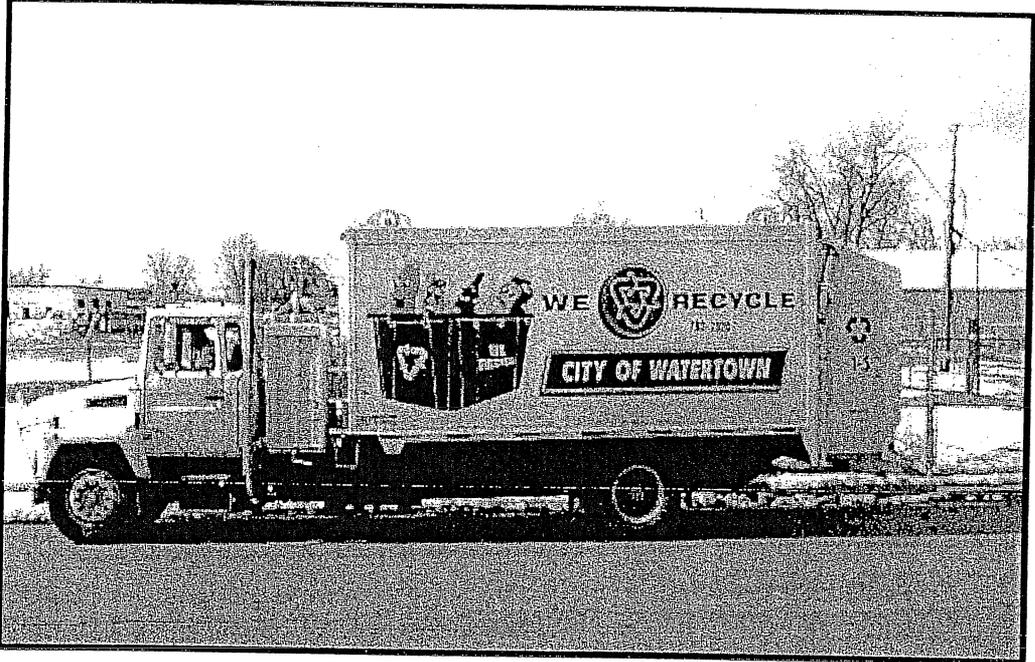
Funding for this replacement will be 50% from a grant, if awarded, and 50% from a transfer from the General Fund (A 9950.0900) for the City's share.

TOTAL

\$160,000

J. 18 11666

FISCAL YEAR 2010-2011 CAPITAL BUDGET VEHICLES AND EQUIPMENT REFUSE & RECYCLING

DESCRIPTION	COST
<p>Recycle Collection Vehicle:</p> <p>With more than 14,500 operating hours, vehicle 1-4 is one of two (2) identical, dedicated, sideload recycle collection units which are operated daily. Mounted on a low profile, 2000 MACK Midliner, single axle chassis with dual drive positions, these units are equipped with a 25 yd³, seven compartment, Wallinga recycling body complete with a hydraulic compactor for plastic products. The replacement unit will be functionally identical and purchased through the competitive bid process in the spring of 2011. The City has applied for a 50% matching grant through New York State to offset the purchase cost of the unit.</p> <div style="text-align: center;">  </div> <p>Funding for this replacement will be 50% from a grant, if awarded, and 50% from a transfer from the General Fund (A9950) for the City's share.</p>	<p>\$160,000</p>
TOTAL	\$160,000

Res No. 8

July 31, 2012

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Agreement for Construction Phase of Pool Resurfacing Project,
C&S Engineers, Inc.

City Council approved the Agreement and Scope of Services with C&S Engineering, Inc. at the March 5, 2012 Council Meeting, to move forward with the resurfacing of both the Steven D. Alteri Municipal Pool and the William J. Flynn Municipal Pool.

C&S Engineers, Inc. has provided a Construction Phase Services Agreement to provide services such as submittal and shop drawing reviews, project coordination, and construction inspection during the pool renovations. The City Engineering Department has reviewed this contract, along with City Attorney Robert Slye, and has estimated the cost, based on an hourly basis, to be \$11,876.40, as detailed in the attached report from Justin Wood.

A resolution for City Council approving this Agreement is attached for Council consideration.

August 6, 2012

RESOLUTION

Page 1 of 1

Approving Construction Phase Services Agreement for Watertown Swimming Pools Resurfacing Project, C&S Engineers, Inc.

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS City Council wishes to move forward with the construction phase of the resurfacing of the Flynn and Alteri Pools, and

WHEREAS C & S Engineers, Inc. has provided a Construction Phase Services Agreement to provide services such as submittal and shop drawing reviews, project coordination, and construction inspection during the pool renovations on an hourly basis,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Construction Phase Services Agreement with C & S Engineers, Inc. for the resurfacing of the Flynn and Alteri pools on an hourly basis estimated to be \$11, 876.40, 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 of Watertown.

Seconded by



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

May 22, 2012

Ms. Erin Gardner, Superintendent of Parks and Recreation
City of Watertown
William T. Field Drive
Watertown, New York 13601

Re: Professional Engineering Services for
Watertown Swimming Pool Resurfacing Project
Construction Observation Phase
Project No. 129-101-002

Dear Ms. Gardner:

We are pleased to submit this proposal to provide professional engineering services in connection with the Construction Phase of the Watertown Swimming Pool Resurfacing Project (herein called the "Project"). Our basic services will consist of Submittal Review, Shop Drawing Review, Scheduling, Pre-construction and Project Meetings, Construction Inspection, Generation of Punch List Items, Final Walk Through and Construction Estimates.

The specific scope of work is set forth in Exhibit "A" entitled "Scope of Professional Services, Construction Observation Phase". We request that you furnish us with any additional information relating to your Project requirements not currently identified, including any special extraordinary considerations or any special services you may require. Additionally, we ask that you make available all pertinent data and other information necessary for the performance of our services and upon which we may rely.

This contract will be on a per hourly basis for submittal review, project coordination, project inspection and project finalization. The hourly basis is used because the number of hours that will be required is dependent on the Contractors ability to satisfactorily perform the work. For budgeting purposes we have provided an estimated cost of \$12,000. This cost provides for ten site visits, with each visit taking eight hours, including travel. This cost will vary depending on if the City of Watertown can provide an inspector to periodically assist in observance of the project when we are not on site.

In addition to the Construction Services as set forth in Exhibit "A", we also propose at this time to perform any Additional Services as may be requested by you in writing during the life of this Project. In Exchange for Additional Services we may perform, you agree to pay us on the basis

Ms. Erin Gardner, Superintendent of Parks and Recreation

May 22, 2012

Page 2

of salary costs times the factor of 2.2. Reimbursable Expenses incurred by us in connection with all Basic and any Additional Services, which may be requested, will be charged on the basis of actual cost.

The terms and conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters are set forth in the enclosed printed "Terms and Conditions (Construction Phase), attached hereto as Exhibit "B".

This proposal, together with attached Exhibits "A", and "B" constitutes the entire agreement between us in respect of the Project and may only be modified by writing executed by both parties. If this proposal, together with its governing terms and conditions, including our Limitations of Liability, description of services to be rendered and fee schedule set forth herein meet with your approval, kindly acknowledge the same on the line indicated below, retain one copy for your records and return one copy to our office. This proposal will become an agreement upon your acceptance, either acknowledged to below or conveyed orally. Your acceptance will constitute authorization to proceed on this project. This proposal will remain open for acceptance until August 22, 2012, unless modified by us in writing.

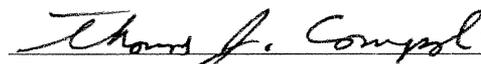
Very truly yours,

C&S ENGINEERS, Inc.

C&S ENGINEERS, Inc.



Douglas R. Wickman, P.E.
Principal



Thomas J. Compoli
Project Engineer

/tjc
Enclosures

ACCEPTED THIS _____ DAY OF
_____, 2012

By: _____
Authorized Representative

Title: _____

EXHIBIT A
SCOPE OF PROFESSIONAL SERVICES
CONSTRUCTION OBSERVATION PHASE
WATERTOWN SWIMMING POOL RESURFACING PROJECT
CITY OF WATERTOWN, NEW YORK

OWNER: City of Watertown

ENGINEER: C&S Engineers Inc.

- A. ENGINEER shall review submittals, shop drawings, project schedule and construction estimates. Cost may vary depending on the number of Contractors involved, submittal or shop drawing quantity, quality and completeness, and the speed of contractor during the above processes.
- B. ENGINEER shall schedule and attend two preconstruction meetings, one at each project site.
- C. ENGINEER shall perform construction inspection, punch list generation and final walk through depending on the Contractors ability and speed performing the work.

You may provide a qualified individual from the City of Watertown that may assist in the inspection effort to keep the engineering cost lower.

Additionally, it is our understanding that the city will utilize the services of a testing laboratory of your choice, if required, for testing of the plaster or concrete materials and workmanship performed by the contractor as required and in accordance with the Contract Documents. Our services include coordination with your laboratory as we proceed with the Project.

END OF EXHIBIT A

A - 1

EXHIBIT "B"

TERMS & CONDITIONS (Construction Phase)

These Terms and Conditions govern the performance by or through Engineer of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Owner and Engineer agree as follows.

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in the letter part of this Agreement, and Owner shall pay Engineer for such Services as set forth in the letter part of this Agreement.

2.01 Payment Procedures

A. *Terms of Payment.* Refer to the letter part of this Agreement between Owner and Engineer for the method of payment to Engineer.

B. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

C. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In addition, Owner agrees to pay all expenses incurred by Engineer as a result of Owner's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. *Payment upon Termination.* In the event of termination of Engineer's services by Owner, Engineer will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Owner and Engineer. Engineer will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Owner's Responsibilities

Owner shall perform the following in a timely manner so as not to delay the services of Engineer under this Agreement. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. Engineer may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project. Engineer shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Owner's representatives shall be binding on the Owner.

B. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

C. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review.

D. Furnish to Engineer, as required for performance of Engineer's Basic Services (except to the extent provided otherwise in Section 1.01) the following:

1. Data prepared by or services of others including, without limitation, borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the site, laboratory tests and inspections of samples, materials, and equipment.

2. Appropriate professional interpretations of all of the foregoing;

3. Other special data or consultations; all of which Engineer may use and rely upon in performing services under this Agreement.

E. Provide engineering surveys to establish reference points for construction (except to the extent provided in Section 1.01.)

F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project; such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s); such auditing service as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

G. If Owner designates a person to represent Owner at the site who is not Engineer or Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of Engineer and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to, and made a part of this Agreement before such services begin.

H. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

I. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings; and substantial completion inspections and final payment inspections.

J. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any constituent of concern or any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in the work of any Contractor.

EXHIBIT "B" TERMS & CONDITIONS (Construction Phase)

K. Furnish, or direct Engineer to provide, Additional Services as stipulated in Section 3.01

L. Require Contractor(s) to name Engineer as an additional insured on all Contractor's Liability Insurance Policies.

M. Provide services of an independent testing laboratory to perform all inspections, test and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner prior to their incorporation into the Work with appropriate professional interpretation thereof.

N. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

O. Except as provided in paragraph K, bear all costs incident to compliance with the requirements of this Section 4.01.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel

and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

This Agreement is to be governed by the law of the state of New York without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Owner and Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Jefferson County, New York.

7.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

EXHIBIT "B"

TERMS & CONDITIONS (Construction Phase)

E. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Owner or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by Owner or others without specific written verification or adaptation by Engineer for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Engineer to further compensation at rate to be agreed upon by Engineer and Owner.

F. Owner agrees that if Engineer was not employed to provide professional services during the Design Phase of the Project, Engineer will not be responsible for, and Owner shall indemnify, hold Engineer (and Engineer's professional associates and consultants) harmless, and defend Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from the services performed during such phases. Nothing contained in this paragraph shall be construed to release Engineer (or Engineer's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which Engineer has undertaken or assumed under this Agreement.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's (including Engineer's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater. The Owner may negotiate with the Engineer in the event the Owner wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of liability.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

9.01 Period of Service

A. The specific schedule of services is more specifically described in the letter part of this Agreement or an exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement.

B. The provisions of this Section 9.01 and the various rates of compensation for Engineer's services provided for elsewhere in this Agreement, have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. If execution of this Agreement and authorization to proceed with the Bidding or Negotiating Phase is delayed beyond the date and time frame established in the letter part of the agreement, or if Engineer's services are delayed or suspended for more than three (3) months by Owner or for reasons beyond Engineer's control, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

C. If Owner has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Engineer's services shall be adjusted equitably.

D. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God, expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the non-performance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

10.01 Opinions of Probable Cost

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If prior to the Bidding or Negotiating Phase Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator.

11.01 Dispute Resolution

A. Owner and Engineer agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under paragraph 11.01(B) below. The thirty-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph 11.01(A) and only if mutually agreed by Owner and Engineer, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 30 July, 2012

TO: Erin Gardner, Superintendent of Parks and Recreation

FROM: Justin Wood, CE-2

SUBJECT: Watertown Swimming Pools Resurfacing Project
Construction Phase Services

The Engineering Department, in concurrence with the City Attorney Robert Slye, has reviewed the Construction Phase Services Agreement for the Watertown Swimming Pools Resurfacing Project. This project entails the resurfacing of the Steven D. Alteri Municipal Pool and the William J. Flynn Municipal Pool.

The company that designed the project, C&S Engineers, Inc. has provided a Construction Phase Services Agreement to provide services such as submittal and shop drawing reviews, project coordination, and construction inspection during the pool renovations. The contract will be paid on an hourly basis, with a total estimated cost of \$11,876.40. The actual contract price may vary depending on the availability of City staff to provide supplemental inspections and oversight, as well as the speed of construction.

It is our recommendation that the Construction Phase Services Agreement, with C&S Engineers, Inc. for the Swimming Pools Resurfacing Project Watertown be approved.

Cc. Sharon Addison, City Manager
Jim Mills, City Comptroller
Amy Pastuf, Purchasing Manager
Kurt Hauk, City Engineer

Budget Estimate
 Watertown Pool Resurfacing
 Construction Observation Phase
 C&S Engineers, Inc.

Date 5/14/2012

ESTIMATED ENGINEER HOUR SUMMARY SHEET

Task	Tech. Typist	CADD Oper.	Safety Tech	Engineer/ Geologist	Project Engineer	Licensed Surveyor	Sr. Project Engineer	Health & Safety Manager	Department Manager	Service Group Manager	Direct Expenses	Total Hours	TOTAL
Typical Hourly Billing Rate (3.0 multiplier)	\$ 64.80	\$ 66.00	\$ 69.60	\$ 88.50	\$ 87.00	\$ 102.00	\$ 115.50	\$ 127.65	\$ 150.00	\$ 168.00	\$		
1 Submittal and Shop Drawing Review, Project Scheduling, Payment Estimate Recommendation, and Warranty Review	2				12					1		15	\$ 1,341.60
2 Scheduling, and Project Meetings	2				12					2	130	16	\$ 1,639.60
3 Construction Inspection, Punch List Generation & Final Walk Through	2				80					2	650	84	\$ 8,075.60
One Year Final Inspection	2				6					1		9	819.60
Subtotal Hours	8	0	0	0	110	0	0	0	0	6		124	
Subtotal Dollars	\$518.40	\$ -	\$ -	\$ -	\$ 9,570	\$ -	\$ -	\$ -	\$ -	\$ 1,008	\$ 780		\$ 11,876.40

Res Nos. 9 and 10

July 31, 2012

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Approving Watertown Pools Resurfacing Project Bids

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the resurfacing of the City's Steven D. Alteri Municipal Pool and William J. Flynn Municipal Pool. The bid was designed with two alternative surface materials, quartz and marcite for each pool, with quartz as the preferred surface.

Seven (7) sets of bid specifications and plans were requested by area builders, with four (4) bids being received and publicly opened and read in the Purchasing Department on Wednesday, July 25, 2012 at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with Justin Wood of the City Engineering Department, along with a representative from C&S Companies, and it is their recommendation that the awards be issued to each of the following bidders that are the lowest qualifying bidders meeting City specifications:

Mid-American Pool Renovation	Alteri Pool with Quartz Surface	\$115,400.00
Leisure Craft Pools	Flynn Pool with Quartz Surface	\$110,700.00

The bids submitted are detailed in the attached reports of Ms. Pastuf and Mr. Wood, along with a letter from C&S Companies recommending the quartz surface.

Previously, we have expended the following the design phase per pool and plan to spend for the construction phase as well:

	Design/C&S	Constr./C&S	Total
Alteri Pool	\$7,100.00	\$5,938.20	\$128,438.20
Flynn Pool	\$7,100.00	\$5,938.20	\$123,738.20

Attached you will see that the Alteri Pool was budgeted for \$100,000 in the 2011-2012 budget, with the Flynn pool budgeted for \$120,000 in the 2012-2013 budget. City Comptroller James Mills is proposing an appropriation for the transfer to Capital Fund to cover this shortfall.

Resolutions have been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Resurfacing of Steven D. Alteri Municipal Pool, Mid-America Pool Renovation

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

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the resurfacing of the Steven D. Alteri Municipal Pool, and

WHEREAS invitations to bid were issued to seven (7) bidders, with a four (4) bids being received, and

WHEREAS on Wednesday, July 25, 2012 at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with Justin Wood of the City Engineering Department, along with a representative from C&S Companies, and it is their recommendation that the City Council accept the bid from Mid-American Pool Renovation with a quartz surface in the amount of \$115,400.00,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Mid-American Pool Renovation, being the lowest qualifying bidder meeting City specifications, for the resurfacing of the Steven D. Alteri Municipal Pool in the amount of \$115,400.00.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Resurfacing of
William J. Flynn Municipal Pool,
Leisure Craft Pools

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

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the resurfacing of the William J. Flynn Municipal Pool, and

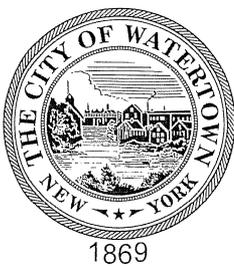
WHEREAS invitations to bid were issued to seven (7) bidders, with a four (4) bids being received, and

WHEREAS on Wednesday, July 25, 2012 at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with Justin Wood of the City Engineering Department, along with a representative from C&S Companies, and it is their recommendation that the City Council accept the bid from Leisure Craft pools with a quartz surface in the amount of \$110,700.00,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Leisure Craft Pools, being the lowest qualifying bidder meeting City specifications, for the resurfacing of the William J. Flynn Municipal Pool in the amount of \$110,700.00.

Seconded by



CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2012-16 – Watertown Swimming Pools Resurfacing Project Bid
DATE: 8/1/2012

The City's Purchasing Department advertised in the Watertown Daily Times on June 27, 2012 calling for sealed bids for the resurfacing of the Steven D. Alteri Municipal and William J. Flynn Municipal Swimming Pools as per City specifications. Bid Specifications were filed with the Northern New York and Syracuse Builders Exchange, the Dodge Reports and The Contract Reporter.

The bid was designed with two alternative surface materials, quartz and marcite for each pool. The preferred surface is quartz as it is a superior product with greater resistance to chemical deterioration and a longer warranty period. The Alteri Pool will be resurfaced in the late summer and fall of 2012 and the Flynn Pool will be resurfaced in the spring of 2013.

Seven (7) sets of bid specifications and plans were requested by area builders. Four (4) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Wednesday, July 25, 2012 at 11:00 am, local time. The bid tally is provided below:

		Continental Construction, Inc.	Leisure Craft Pools	Mid-America Pool Renovation	Patterson- Stevens, Inc.
A-1	Resurface Alteri Pool with Quartz Surface	\$148,720.00	\$134,000.00	\$115,400.00	\$156,900.00
A-2	Resurface Flynn Pool with Quartz Surface	\$130,119.00	\$110,700.00	\$113,902.00	\$136,660.00
A-3	Resurface Alteri Pool with Marcite Surface	\$145,313.00	\$124,000.00	\$110,400.00	\$148,530.00
A-4	Resurface Flynn Pool with Marcite Surface	\$144,885.00	\$101,700.00	\$107,902.00	\$128,290.00

The bids were reviewed by the City Engineering Department and C&S Companies, the engineering firm that wrote the specifications for the bid. They both recommended that the awards be made for the quartz surface as the bids received were within the budgeted funds allocated for the project. It is recommended that the award for the Steven D. Alteri Municipal Pool be made to Mid-America Pool Renovation for \$115,400.00 and the William J. Flynn Municipal Pool be made to Leisure Craft Pools for \$110,700.00.

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



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 30 July, 2012

TO: Amy Pastuf, Purchasing Manager

FROM: Justin Wood, CE-2

SUBJECT: Watertown Swimming Pools Resurfacing Project

The Engineering Department has reviewed the bids received on July 25, 2012 for the Watertown Swimming Pools Resurfacing Project. This project entails the resurfacing of the Steven D. Alteri Municipal Pool and the William J. Flynn Municipal Pool.

The bid was setup as four alternates with there being two surface types for each pool. The company that designed the project, C&S Engineers, Inc. recommends selecting the quartz surface over the marcite surface due to better quality and longevity.

It is our recommendation that the bid be awarded to Mid-America Pool Renovation, Inc. Grandview, MO, in the amount of \$115,400.00 for quartz resurfacing of the Steven D. Alteri Municipal Pool.

It is also our recommendation that the bid be awarded to Leisure Craft Pools, Lancaster, PA, in the amount of \$110,700.00 for quartz resurfacing of the William J. Flynn Municipal Pool.

The low bidders for marcite resurfacing were Mid-America Pool Renovation, Inc. Grandview, MO, in the amount of \$110,400.00 for the Steven D. Alteri Municipal Pool and Leisure Craft Pools, Lancaster, PA, in the amount of \$101,700.00 for resurfacing of the William J. Flynn Municipal Pool.

Four bids were received ranging from \$156,900 to the low bids stated above.

Cc. Sharon Addison, City Manager
Jim Mills, City Comptroller
Ken Mix, Planning and Community Development Coordinator
Erin Gardner, Superintendent of Parks and Recreation
Kurt Hauk, City Engineer



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

July 31, 2012

Mr. Justin Wood, P.E.
City of Watertown
245 East Washington Street, Suite 305
Watertown, New York 13601

Re: Watertown Swimming Pool Resurfacing

File: 129.101.001

Dear Justin:

Based on the bids received on July 25, 2012, the cost differences between the marcite surface and the quartz surface are insignificant. The marcite surface has a two year warranty and the quartz surface has a five year warranty. In addition, the quartz surface will wear better and is not as susceptible to chemical deterioration.

We recommend that the City of Watertown accept the lowest responsible bidders of the quartz surfaces.

Very truly yours,

C&S ENGINEERS, INC.

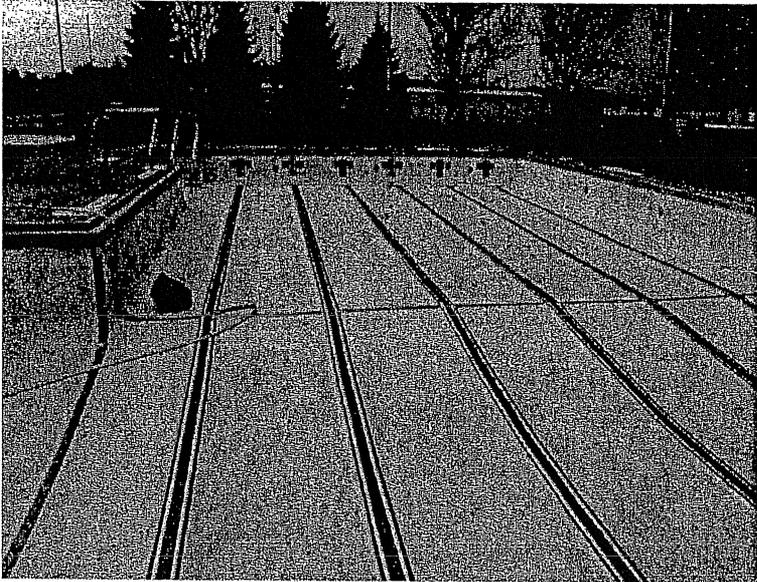
A handwritten signature in black ink, appearing to read 'Thomas J. Compoli Jr.', written in a cursive style.

Thomas J. Compoli Jr.
Project Engineer

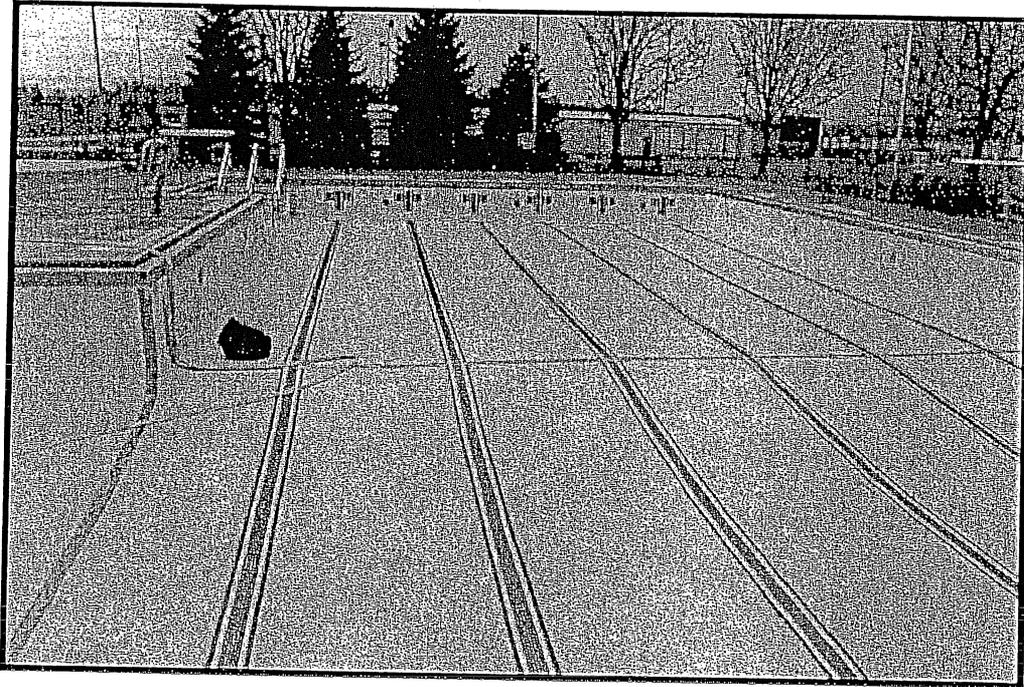
/tjc

cc: Ms. Erin Gardner, Watertown Parks Superintendent
Mr. Douglas R. Wickman P.E.
Mr. Ronald F. DeTota, II, P.E.

FISCAL YEAR 2011-2012
 CAPITAL BUDGET
 FACILITY IMPROVEMENTS
 POOLS

PROJECT DESCRIPTION	COST
<p>Steven D. Alteri Pool Resurfacing</p> <p>The Steven D. Alteri Pool is a marcite coated concrete pool. The marcite is severely damaged and in some places non-existent. Tiles for mandatory NYSDOH line markings have come off. The Health Department requires a smooth and easily cleanable surface. The remaining marcite is the original 1974 surface with the exceptions of where maintenance crews had to patch or replace. Most pools of this age have been resurfaced at least once in this time period. The Alteri Pool has the oldest pool surface of the three and has the highest attendance. Resurfacing is recommended by W-M Engineers and estimated to cost \$100,000.</p>  <p>Funding to support this project will be through a transfer from the General Fund (A 9950.0900).</p>	<p>\$100,000</p>
TOTAL	\$100,000

FISCAL YEAR 2012-2013
CAPITAL BUDGET
FACILITY IMPROVEMENTS
POOLS

PROJECT DESCRIPTION	COST
<p>William J. Flynn Municipal Pool Resurfacing</p> <p>The William J. Flynn Municipal Pool is a marcite coated concrete pool. The marcite is severely damaged and in some places non-existent. Tiles for mandatory NYSDOH line markings have come off. The Health Department requires a smooth and easily cleanable surface. The remaining marcite is the original 1978 surface with the exceptions of where maintenance crews had to patch or replace. Most pools of this age have been resurfaced at least once in this time period. Resurfacing of this pool was one of the major recommendations of the W-M Engineers Report.</p>  <p>Funding to support this project will be through a transfer from the General Fund (A 9950.0900).</p>	<p>\$120,000</p>
TOTAL	\$120,000

Res No. 11

August 1, 2012

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Authorizing Supplemental Appropriations No. 1 for General Fund
FY 2012-2013

The Fiscal Year 2011-12 Capital Budget included funding in the amount of \$100,000 to resurface the Steven D. Alteri pool and the Fiscal Year 2012-13 Capital Budget included funding in the amount of \$120,000 to resurface the William J. Flynn pool. Earlier in tonight's agenda City Council was presented with resolutions to accept the bids submitted by Mid-American Pool Renovation and Leisure Craft Pools. The combined estimated cost of these projects based upon the resurfacing bids as well as the design and construction services provided by C& S Companies is \$252,176 or \$32,176 over budget.

Accordingly if City Council approved the bids submitted by Mid-American Pool Renovation and Leisure Craft Pools then a supplemental appropriation should be also be considered to modify the Fiscal Year 2012-13 General Fund Budget to increase the appropriation for the Transfer to Capital Fund line item and decrease the Contingency line item by \$35,000 to cover the shortfall.

RESOLUTION

Page 1 of 1

Approving Supplemental Appropriation No. 1
For Fiscal Year 2012-13 for Various Accounts

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

YEA	NAY

Introduced by

WHEREAS the Fiscal Year 2011-12 Capital Budget included funding in the amount of \$100,000 to resurface the Steven D. Alteri pool and,

WHEREAS the Fiscal Year 2012-13 Capital Budget included funding in the amount of \$120,000 to resurface the William J. Flynn pool and,

WHEREAS based on the bids submitted by Mid-American Pool Renovation and Leisure Craft Pools for these two pool resurfacing projects as well as cost of the design and construction services provided by C& S Companies the combined estimated cost of the projects is \$252,176 or \$32,176 over budget and,

WHEREAS if City Council approved the bids submitted by Mid-American Pool Renovation and Leisure Craft Pools then a supplemental appropriation should be considered to modify the Fiscal Year 2012-13 General Fund Budget to increase the appropriation for the Transfer to Capital Fund line item,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that the total amount of \$35,000 is hereby transferred and appropriated from and to the following accounts of the listed funds for FY 2012-13:

A 1990.0430	Contingency	(\$ 35,000)
A 9950.0900	Transfer to Capital Fund	<u>35,000</u>
Total		<u>\$ -</u>

Seconded by

Public Hearing 7:30 p.m.

August 1, 2012

To: The Honorable Mayor and City Council

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

Subject: Special Use Permit Request to Allow a 4-unit Dwelling in a Residence C District Located at 414 Stone Street, Parcel 10-03-205

The City Council has scheduled a public hearing on the above subject request for 7:30 p.m. on Monday, August 6, 2012.

Michael Hohs and Deanna Hirschey have requested a Special Use Permit to allow them to renovate an existing house into a 4-unit apartment building. The applicant will also need an Area Variance from the Zoning Board of Appeals.

The Planning Board reviewed the request at its June 5, 2012 and July 3, 2012 meetings. At the latter meeting, the Board defeated a motion recommending that Council approve the Special Use Permit. Copies of the reports prepared for the Planning Board and excerpts from its Minutes are attached.

The public hearing must be held and the City Council must respond to the questions in Part II, and Part III if necessary, of the Short Environmental Assessment Form before it may vote on the resolution. The resolution finds that the 4-unit dwelling will not have a negative environmental impact, and approves the Special Use Permit with the condition that the applicant obtain a variance from the ZBA.

RESOLUTION

Page 1 of 1

Approving a Special Use Permit Request to Allow a 4-unit Dwelling in a Residence C District Located at 414 Stone Street, Parcel 10-03-205

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

Total

YEA	NAY

Introduced by

Council Member Roxanne M. Burns

WHEREAS Deanna Hirschey and Michael Hohs have made an application for a Special Use Permit to allow a 4-unit dwelling in a Residence C District at 414 Stone Street, parcel 10-03-205, and

WHEREAS the Jefferson County Planning Board reviewed the special use permit request at its meeting held on May 29, 2012, pursuant to General Municipal Law Section 239-m and adopted a motion that the project does not have any significant county-wide or inter-municipal issues and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on July 3, 2012, and recommended that the City Council of the City of Watertown deny the request, and

WHEREAS a public hearing was held on the proposed Special Use Permit on August 6, 2012, after due public notice, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow a 4-unit dwelling at 414 Stone Street is an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that a Special Use Permit is hereby granted to Deanna Hirschey and Michael Hohs to allow a 4-unit dwelling in a Residence C District at 414 Stone Street, parcel 10-03-205, conditioned on the applicant receiving an area variance from the Zoning Board of Appeals that will allow the fourth unit.

Seconded by Council Member Joseph M. Butler Jr.



MEMORANDUM

CITY OF WATERTOWN, NEW YORK – PLANNING OFFICE
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7730 – FAX: 315-782-9014

TO: Planning Board Members

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

SUBJECT: Special Use Permit Approval – 414 Stone Street Multi-family *KAM*

DATE: June 26, 2012

Request: Tabled Special Use Permit to allow a 4-unit dwelling in a Residence C District located at 414-416 Stone Street, parcel 10-03-205

Applicant: Deanna Hirschey and Michael Hohs

Proposed Use: Multi-family residential

Property Owner: Duane Alarie

Submitted:

8 ½" x 11" Copy of Parcel Map: Yes A Sketch of the Site to Scale: Yes

Completed Part I of an Environmental Assessment Form: Yes SEQRA: Unlisted Action

County Review Required: Yes

Comments: The applicant wishes to convert an existing 2-unit residence into a 4-unit residence. Anything over 3 units is considered "multifamily" and is subject to a Special Use Permit when located in a Residence C District.

At the June 6th meeting, the Board voted to table the application. In the intervening weeks, the applicant has provided a survey of the property showing it to be 7,673 square feet—large enough to allow 3 units by right. The applicant has provided copies of the survey, but has not submitted any other new information. The applicant has indicated verbally that they still wish to construct 4 units at this location if possible.

The Zoning Board of Appeals has not made a decision on the applicant's concurrent variance request.

Summary:

1. The applicant shall obtain an area variance from the Zoning Board of Appeals, allowing less than 2,500 square feet of lot area per household in a Residence C District, as required by §310-13 of the Zoning Ordinance.

cc: City Council Members
Robert Slye, City Attorney
Justin Wood, Civil Engineer II
Deanna Hirschey, 420 Stone Street
Duane Alarie, 412 Stone Street



MEMORANDUM

CITY OF WATERTOWN, NEW YORK – PLANNING OFFICE
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7730 – FAX: 315-782-9014

TO: Planning Board Members

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

SUBJECT: Special Use Permit Approval – 414 Stone Street Multi-family

DATE: May 22, 2012

Request: Special Use Permit allow a multi-family dwelling in a Residence C District located at 414-416 Stone Street, parcel 10-03-205

Applicant: Deanna Hirschey and Michael Hohs

Proposed Use: Multi-family residential

Property Owner: Duane Alarie

Submitted:

8 1/2" x 11" Copy of Parcel Map: Yes A Sketch of the Site to Scale: Yes

Completed Part I of an Environmental Assessment Form: Yes SEQRA: Unlisted Action

County Review Required: Yes – May 29th meeting

Comments: The applicant wishes to convert an existing 2-unit residence into a 4-unit residence. Anything over 3 units is considered "multifamily" and is subject to a Special Use Permit when located in a Residence C District.

The parcel in question is approximately 7,700 square feet. In Res C, a lot area of 2,500 square feet is needed for each unit. In order to construct 4 units at this location, the applicant will have to acquire an area variance from the Zoning Board of Appeals. The applicant has submitted a variance request, and the ZBA had its first meeting on the matter on May 16th.

If approved, this SUP must be made conditional on the granting of a variance by the ZBA.

Based on the site sketch, parking area appears to be adequate. Vehicle circulation might be improved by lining all 5 parking spaces along the east or west property line, rather than having them distributed around the perimeter as depicted.

Summary:

1. The applicant shall obtain an area variance from the Zoning Board of Appeals, allowing less than 2,500 square feet of lot area per household in a Residence C District, as required by §310-13 of the Zoning Ordinance.

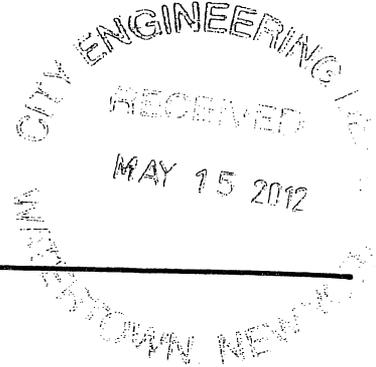
cc: City Council Members
Robert Slye, City Attorney
Justin Wood, Civil Engineer II
Deanna Hirschey, 420 Stone Street
Duane Alarie, 412 Stone Street



CITY OF WATERTOWN, NEW YORK

245 Washington Street, Watertown, NY 13601
Office: (315) 785-7730 - Fax: (315) 782-9014

Special Use Permit Application



APPLICANT INFORMATION

Name: *Deanna Hirschev and Michael Hobs*

Mailing Address: *420 Stone St., Watertown, NY-13601*

Phone Number: *(303) 913-5980 (Michael's cellphone)*
(315) 782-0372 (Home) Email: *mrhobs@gmail.com*

PROPERTY INFORMATION

Property Address: *414-416 Stone St., Watertown, NY-13601*

Tax Parcel Number(s): *10-03-205.000*

Property Owner (if not applicant): *Duane Alarie*

If applicant is not owner or owner's representative, indicate interest in the property:

- Signed Purchase Agreement (attach)
- Signed Lease (attach)
- None yet

Zoning District: *RC Watertown*

Required Attachments:

- 8.5x11 parcel map with property outlined with heavy black ink
- Sketch of the site drawn to an engineering scale (e.g. 1"=20')
- Completed Part I of the Environmental Assessment Form (SEQR)

REQUEST DETAILS

Proposed Use:

Explain proposal (use additional 8.5x11 sheets if necessary):

We are applying for a special use permit to allow 414-416 Stone St. to be a 4 unit (multifamily) instead of a 2 unit. Proposal is attached. Thank you,

I certify that the information provided in this application is true to the best of my knowledge.

Signature: *Deanna Hirschev & Michael Hobs*

Date: *5/15/12*

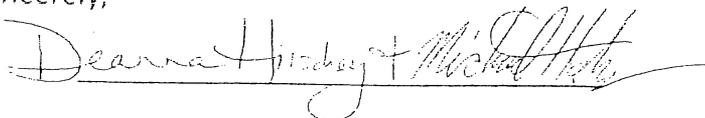
Dear City of Watertown,

In talking with Shawn McWayne of city code enforcement, and Justin Wood of the engineer's office, we have learned that, in order to turn 414-416 Stone St. from a property with 2 rental units to a property with 4 rental units, we must officially apply and receive approval for, a variance from city council. We must also apply for a Special Use Permit as well. Please accept this packet as our application; a total of 16 copies of the packet are being furnished as requested. We appreciate very much the chance to apply for this variance and permit before we begin the renovation of the property.

The property seems to currently have 7763.03 square feet based on the metes and bounds descriptions in the record. According to Shawn, the requirement per unit is 2500 square feet, and also to demonstrate an appropriate parking spot for each unit, plus the existence of a guest parking spot for the property. Going by this, the property's square footage only qualifies for 3 units. The large gravel parking lot in the rear half of the property can easily handle the 5 parking spots (see included drawing), and our measurements show 9 parking spots are possible. While the parking is adequate, we need to apply for an area variance of 2237 square feet to be able to shift this property from 2 large units to 4 smaller units in the building. If we are approved for a 4 unit, we understand that this means the property is considered a "multifamily" and would need a Special Use Permit approved in this Residence type "C" area.

We understand that this matter will also be taken before the county as part of the process, and we are glad to have the chance to apply for the approval we need from you. We are dedicated to a quality renovation. Thank you again for the chance to submit our application. If we can be of assistance or if there are any questions, the best ways to reach us are at home 315-782-0372, or on Michael's cell phone 303-913-5980.

Sincerely,

A handwritten signature in cursive script, appearing to read "Deanna Hirschey + Michael Hohs". The signature is written in black ink and is positioned above the printed names of the signatories.

Deanna Hirschey and Michael Hohs

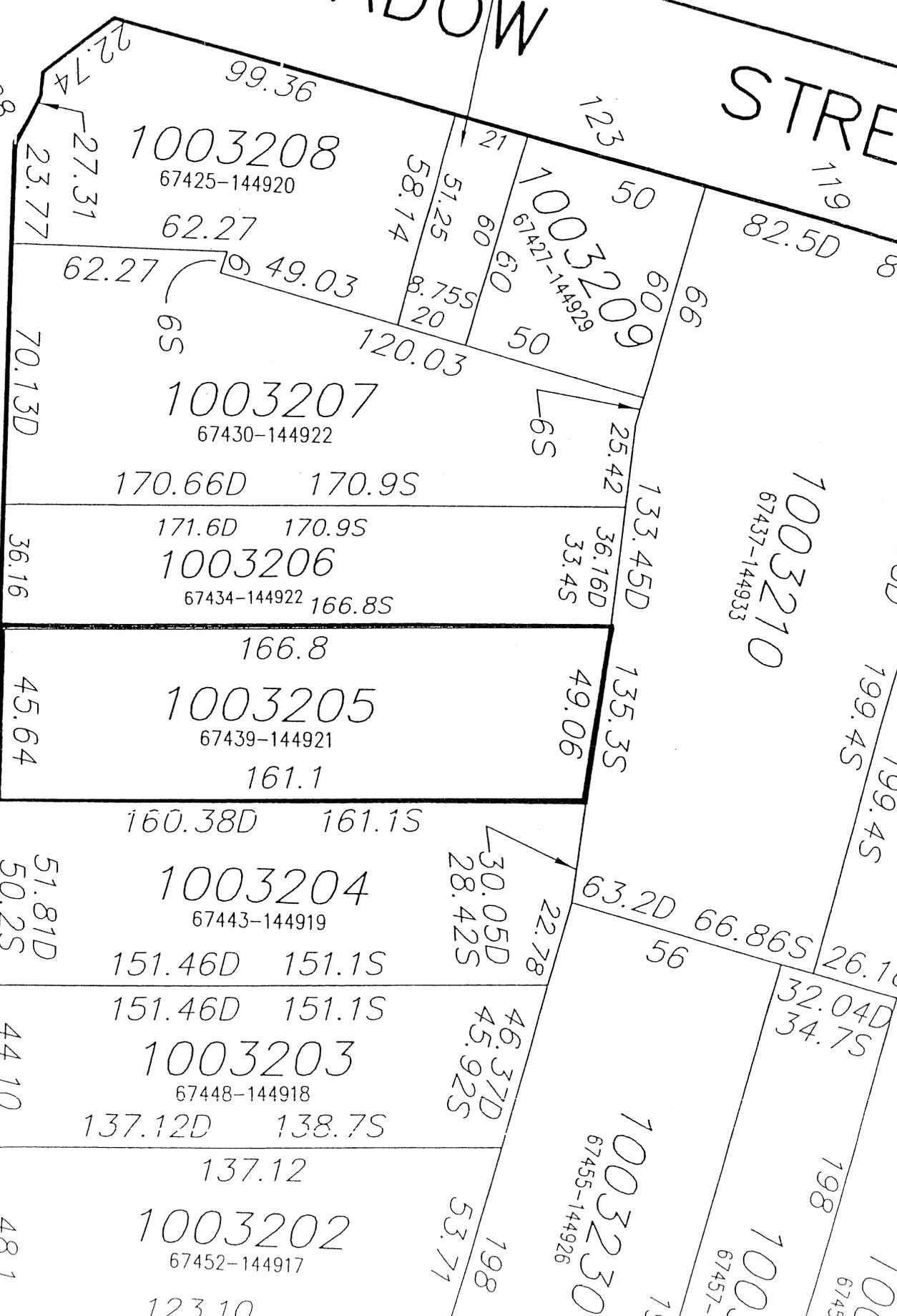
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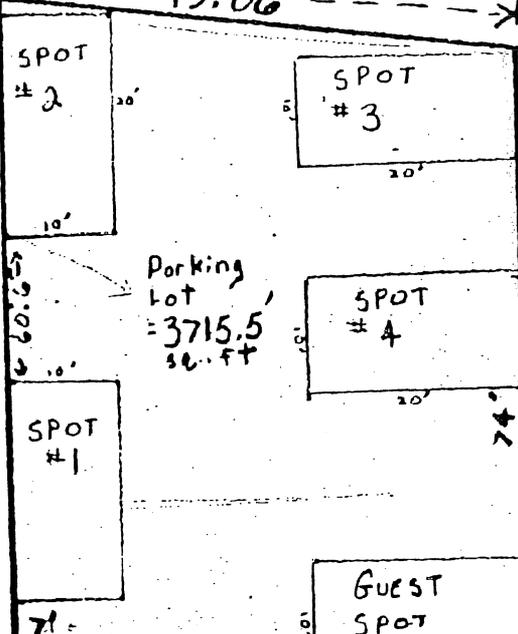
36.16D
33.4S

Parking lot
dimensions
9.06' x 74' x
4' x 82.10'
3715.5
square feet

← - - - 49.06' - - - →

63.0

SCALE



22.78
30.05D
28.42S

46
45

171.00 170.30
10003206

166.88
67434-144922

SHARED
(DRIVEWAY)

161.1S

160.38D

10003204

67443-144919

151.46D 151.1S

151.46D 151.1S

36.16D

← - - - 45.64' - - - →

51.81D
50.2S

#420

#416/414

← T O N I E S T A 12

LAND CONTRACT

THIS AGREEMENT, made this 8th day of January, 2010, by and between

DUANE ALARIE, 412 Stone Street, Watertown, NY, hereinafter referred to as the "Seller", and

DEANNA M. HIRSCHEY, 420 Stone Street, Watertown, NY 13601 and MICHAEL B. HOHS, 664 Grant Street, Watertown, NY 13601, hereinafter collectively referred to as the "Buyer."

WITNESSETH THAT in consideration of the covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Seller agrees to sell and the Buyer hereby agrees to buy from the Seller, the duplex premises known as 414-416 Stone Street, Watertown, NY described in Schedule "A" hereto annexed and made a part hereof.

2. The Buyer agrees to pay as and for the purchase price of said premises, the sum of _____, payable as follows:

A. The sum of _____ in cash or certified funds due upon final title review by Buyer's attorney following the signing of this contract.

B. An interest only payment of 23 days interest _____ to run the amortization from February 1, 2010.

C. The sum of _____ Dollars shall be paid, with interest at _____ per annum amortized over _____ month term in equal monthly installments of _____, commencing with a first payment due March 1, 2010. The monthly installments shall be applied first to interest and then to the reduction of principal.

Payment shall be made on the first day of each month to the address indicated above, or to such other address as Seller may advise. After the 15th day of the month, a late penalty of 10% of the monthly installment shall be assessed.

3. The Buyer agrees to reimburse seller for all real estate taxes and insurance that have been paid by Seller's tax escrow account with his mortgage lender within thirty days of being presented with proof of payment of said real estate taxes and insurance. Buyer shall have the right to pay the tax and insurance to the collecting entity directly should Seller fail to have such taxes paid in a timely manner.

Handwritten initials/signature

4. The Buyer has been advised that the Seller has an existing mortgage with Coldwell Banker Mortgage, ("Mortgagee"), which the Seller covenants and agrees to continue paying until the same is paid in full and to indemnify the Buyer in the event of failure to do so. Seller hereby warrants that he is not currently in default of any provisions contained in the mortgage, that he will make timely payments on the mortgage obligations, and that he will not increase the amount secured thereby. Upon written request, Seller shall promptly provide Buyer with receipts showing that the mortgage installments have been timely paid. If it shall be reasonably determined by Buyer that one or more of the mortgage installments have not been timely paid, Buyer shall have the right to pay the mortgage and tax escrow installments, if any, directly to the Mortgagee out of the installments that would have been paid to Seller under this Contract and shall pay to Seller only the amount that the Contract installment payment exceeds the amount so paid to Mortgagee.

Seller does hereby further covenant and agree that:

a. He will use the down payment monies to bring all of his mortgage payments and incidental penalties and charges with Mortgagee current:

b. He will use the down payment monies to bring all of the City water, sewer and incidental penalties and charges current; and

c. He will evict the current tenants in a timely manner at his own cost and expense.

5. Seller agrees to maintain in full force at his own expense, a policy of fire and extended coverage insurance at replacement value, and personal liability coverage of at least \$100,000 per occurrence, showing the interest of Coldwell Banker Mortgage, as Mortgagee. Buyer agrees to reimburse Seller the premium cost of said insurance, pro rata, upon being presented with a paid receipt for said policy. Buyer shall be responsible for insuring the personal contents during the term of this contract.

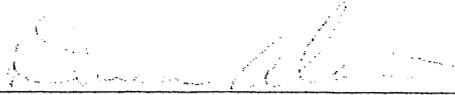
The parties agree in the event of loss by fire, lightning or windstorm or any other cause insured against, any sums received from the proceeds of insurance policies protecting the parties against such loss shall be applied first to any amounts due and unpaid to mortgagee, if demand is so made by mortgagee. The balance then remaining shall be used in the repair, renovation and restoration of the buildings on said premises to their former state. If, after such application there be any balance remaining, the same shall be applied on the unpaid balance of the purchase price. The rebuilding, restoration and repairs mentioned in this clause shall be accomplished with the approval of the Seller (and mortgagee), and to the end that this may be accomplished, all such insurance money shall be held subject to the common control of the parties hereto and mortgagee. It is understood and agreed that in the event the insurance money shall be insufficient to accomplish the rebuilding, restoration and repairs mentioned in this clause, the same shall be accomplished by the Buyer at their sole cost and expense.

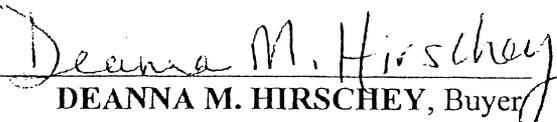
6. The Buyer covenants and agrees that he/she will make all necessary repairs and perform any maintenance to the buildings and improvements on said premises and to keep the said premises in good repair and at least in as good condition as it is now, necessary wear and tear and damage by the elements excepted, and will not remove or permit to be injured or destroyed any of the buildings on the premises, nor make any structural alterations without the prior written consent of the Seller, which consent shall not be unreasonably withheld. In the event of a default as hereinafter set forth, any improvements made by the Buyer will become the property of the Seller and shall not be removed by the Buyer.

7. The Buyer covenants and agrees to pay all charges for heat, gas, electricity and other utilities and all other costs in connection with the occupation of said premises and to indemnify the Seller for any loss from his/her failure to do so.
8. The Buyer covenants and agrees that the Seller may inspect the premises at any reasonable time, upon reasonable notice, during the term of this agreement.
9. The Buyer shall have possession of the premises on or before February 1, 2010.
10. The Buyer covenants and agrees to use the premises only for lawful purposes.
11. The Buyer shall not assign this agreement or his/her interest therein or any part thereof without the prior written consent of the Seller which consent shall not be unreasonably withheld.
12. The Buyer covenants and agrees that he/she will keep and faithfully perform each and every term and condition of this agreement on his/her part to be performed.
13. In the event of a default in payment or breach of any other term or covenant of this agreement for thirty days or more, the Seller, at his option, may declare the entire balance remaining to be paid in full.
14. In the event of any default in payment of principal and interest or in timely reimbursement for paid taxes and insurance, the Buyer agrees to execute a deed of all his/her right, title and interest in and to the premises described herein for the purpose of conveying title back to the Seller. In the event the Buyer fails to do so, the Seller may resort to any legal remedy including foreclosure. In that event, the Buyer shall be liable for all legal expenses incurred by the Seller, including reasonable attorney's fees.
15. A waiver by the Seller of any default in payment or of any breach in any of the terms, conditions or covenants herein contained shall not bar his right to avail himself of any subsequent default in payment or breach of any such terms, conditions or covenants nor in any manner constitute a waiver thereof
16. When the Buyer has paid all of the purchase price of the premises, and has made all the payments herein and has otherwise performed hereunder, he/she shall be entitled to receive a Warranty Deed containing the description of the premises herein set forth in proper form for recording and an Abstract of Title. The Buyer shall be solely responsible for all expenses, including continuation of the Abstract to the date of final closing as well as all other legal expenses including attorney's fees. The Seller shall not be responsible for any costs connected with the transfer of the deed or any associated costs or expenses.
17. Both Buyer and Seller have been informed of the apparent conflict of interest in being both represented by attorney Stuart A. McCreary. Both parties hereby acknowledge that they were informed of such conflict and have waived any objections with the understanding that in the event of a legal dispute under this contract, attorney Stuart A. McCreary would have to withdraw from representation of either party. The parties further acknowledge that this contract was formed without benefit of an abstract of title (it being in possession of mortgagee) and that attorney Stuart A. McCreary has only reviewed a "stub search" of the title. The parties have further been advised that entering into this contract may in fact be a violation of the terms of Seller's mortgage and that mortgagee could call the loan, requiring Seller to satisfy it in full, prior to the final payment date of this contract.

18. This agreement and every term, condition and covenant hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, distributees and legal representatives, subject only to the assignment and transfer restrictions described herein.

IN WITNESS WHEREOF, the parties hereto have duly set their hands and seals the day and year first above written.


DUANE ALARIE, Seller


DEANNA M. HIRSCHHEY, Buyer


MICHAEL B. HOHS, Buyer

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

On the 5th day of January, 2010, before me, the undersigned a notary public in and for said state, personally appeared **DUANE ALARIE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

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

Notary Public
Stuart A. McCreary
Jefferson County, NY
02MC4902145
Commission Expires July 6, 2011

On the _____ day of January, 2010, before me, the undersigned a notary public in and for said state, personally appeared **DEANNA M. HIRSCHHEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

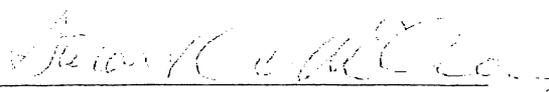


Notary Public

Notary Public
Stuart A. McCreary
Jefferson County, NY
02MC4902145
Commission Expires July 6, 2011

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

On the 8th day of January, 2010, before me, the undersigned a notary public in and for said state, personally appeared **MICHAEL B. HOHS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Notary Public
Stuart A. McCreary
Jefferson County, NY
02MC4902145
Commission Expires July 6, 2010

SIGNATURE AUTHORIZATION

I hereby authorize: Michael Hochst + Donna Hochst to sign my name to an application for a (BUILDING) (MAINTENANCE & REPAIR) (SIGN) (PLUMBING) permit for or in connection with property owned by me located at: 414-416 Stone St. Watertown, NY - 13601

(Street) (Avenue) (Boulevard) (Drive)

Also, I further agree to comply with all conditions called for in said application and to abide by all other applicable codes, ordinances, and regulations.

Business Name _____

Signature of Business Representative _____

Print Name _____ Date _____

Donna Alarie
 Signature of Property Owner

Donna Alarie 5/1/12
 Print Property Owner's Name Date

412 Stone St.
 Address

Watertown NY 13601

Phone 613 391 1441 Fax _____

CONSENT TO VARIANCE AND ALTERATIONS

I, Duane Alarie, recognize and consent that Deanna Hirschey and Michael Hobs are applying for a zoning/area variance and a special use permit to turn 414-416 Stone St., Watertown, NY, 13601 into a multifamily rental property. I consent to them making renovations and structural alterations to the property within the confines of the law for the purpose of turning this property into a multifamily.

Signed,



Duane Alarie

Address: 412 Stone St.

Ph #: 613 391 1441

May 1 2012

Excerpt from 7/3/12 Planning Board Meeting Minutes

**TABLED SPECIAL USE PERMIT – MULTIFAMILY
414 STONE STREET – PARCEL 10-03-205**

The Planning Board then considered a request submitted by Deanna Hirschey and Michael Hohs to allow a 4-unit dwelling in a Residence C District located at 414 Stone Street, parcel 10-03-205.

Mr. Hohs was present to explain the request. He stated that since the previous meeting, they had obtained a survey showing that they could build three units by right, but that they would still prefer to build four for financial reasons. He explained that four units should be allowed for several reasons:

- There are already several boarding house type residences in the area with more people and more cars than his building would have.
- The large empty area in the rear of this property allows for plenty of off-street parking (up to 8 cars by his estimate)
- With four units, he would probably just have four tenants. With three larger units, he might end up with 6 or more tenants.
- He lives next door and would be an involved landlord.
- The opposite side neighbor also approves of putting four units in place.

Mrs. Freda asked if Mr. Hohs had looked into buying nearby property to increase the size of this parcel.

Mr. Hohs said that he had, but the additional costs associated with rewriting all the mortgages would make it too difficult to pursue.

Mr. Davis asked how much livable space would be available in the house. Mr. Hohs said he was unsure, but the house is probably about 3,000 gross square feet.

Mr. Katzman noted that there appears to be an encroachment at the front of the driveway. Mr. Hohs said that he believes the neighbor's driveway encroaches slightly on the property.

Mr. Katzman pointed out that with several cars parked in the rear yard, there would be very little green space left for the tenants, which is a necessary amenity in the current rental market.

Mr. Hohs noted that there is a large public park near by which gets little use.

Mr. Davis said that public space is not necessarily an in-kind substitute for private green space. He also noted that the apartments would be small given the size of the house and the need for interior circulation.

Mr. Katzman warned that it would be difficult to use the attic for a living space because of the fire exit requirements. The existing plumbing may also prove insufficient.

Mr. Hohs stated that he believes these issues are solvable, and that the building could be made beautiful and functional.

Mrs. Gervera stated that while she is sympathetic to the applicant's desire to make this project succeed, the legacy of this Permit may extend beyond Mr. Hohs' interest in the property. Allowing four units is too tight for the property, and there is no guarantee that future owners would treat the building well. She stated that she is especially concerned with the narrowness of the lot.

Mr. Hohs asked for clarification on the topic of green space. There was some general discussion regarding green space standards.

Mrs. Gervera then made a motion to recommend that City Council approve the request submitted by Deanna Hirschey and Michael Hohs to allow a 4-unit dwelling in a Residence C District located at 414 Stone Street, parcel 10-03-205.

Mr. Fontana seconded. The motion was defeated 1 to 6, with Ms. Pistolese voting in favor.

Excerpt from 6/5/12 Planning Board Meeting Minutes

**SPECIAL USE PERMIT – MULTIFAMILY
414 STONE STREET – PARCEL 10-03-205**

The Planning Board then considered a request submitted by Deanna Hirschey and Michael Hohs to allow a 4-unit dwelling in a Residence C District located at 414 Stone Street, parcel 10-03-205.

Mr. Hohs and Ms. Hirschey were present to explain their request. Mr. Hohs explained that they had bought the property in order to clean it up. The building needs lots of renovation work, and having four rental units would make the financial situation more tenable.

Mrs. Freda asked if the applicants live at this house. Mr. Hohs stated that they live next door and share a driveway with the property in question. He also stated that the former owners had unsavory tenants and there was probably drug activity, which motivated them to purchase the property and clean it up.

Mr. Harris asked if three units would work financially.

Mr. Hohs stated that with only three units, some work would not be possible. He said that he would not be able to install new siding, build a garage, or repave the driveway without the fourth unit's rental income.

Mrs. Gervera commented that she had seen the applicants work on the house, and that it looks better already.

Mrs. Freda asked where the stairs in the building are located. Mr. Hohs said that the stairs are all interior, near the center of the house. He drew a diagram.

Mrs. Freda then stated that because of the lot area requirement, a variance would be needed from the Zoning Board of Appeals, and she does not see that there are any unique circumstances surrounding this property that would allow the ZBA to grant a variance.

She continued, saying that a 4-unit residence seems out of character for the neighborhood, which is mostly composed of singles and duplexes.

Mr. Hohs countered that there are several multi-unit buildings nearby, as well as some apparently crowded boarding houses.

Mrs. Freda reiterated that she believes the applicant's intentions are laudable, but she would rather see a duplex or a triple. She also noted that these would be allowed as-of-right, with no approval needed.

Mr. Wood clarified that the Assessment record for the lot indicates that it is 7,300 square feet, so only a duplex is allowed as-of-right. The actual lot size does appear to be larger, and the applicant could hire a surveyor to prove this to Code Enforcement so that a triple could be allowed.

Mrs. Gervera reiterated that she was happy about the cleanup of this property, but she agrees that four units seems like a tight fit, especially considering how many people have multiple vehicles these days.

Ms. Hirschey stated that the units would be small, and it would be unlikely that any tenants would have multiple cars.

Mrs. Freda stated that the increased density could easily lead to problems in the future, no matter how conscientious of a landlord the applicants are. The future owners could be neglectful of the property.

Mr. Hohs stated that they have no plans to leave, and that he hopes the increased property value that results from their renovations would prevent that from happening. He does not think that a slumlord would be interested in the property after it has been renovated, because they look for low value properties with low maintenance costs.

Mr. Harris asked if the applicant could reduce the number of units and just delay the siding and site improvements for a while.

Mr. Hohs stated that it would be difficult to finance that way, since they would have to pay out of pocket for the future work instead of using a construction loan.

Mrs. Gervera said that she would recommend getting a survey to see if a triple can be allowed, and then proceed from there.

Mrs. Freda said that the applicant could also look into acquiring a piece of a neighbors property in order to increase the lot size. There was some general discussion regarding the likelihood of any neighbors being willing to subdivide and sell.

Mr. Hohs indicated that he would rather have the application tabled than rejected at this time.

Mr. Fontana made a motion to table the request submitted by Deanna Hirschey and Michael Hohs to allow a 4-unit dwelling in a Residence C District located at 414 Stone Street, parcel 10-03-205.

Mr. Harris seconded, all voted in favor.



Department of Planning
175 Arsenal Street
Watertown, NY 13601

Donald R. Canfield
Director of Planning

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

May 31, 2012

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

Re: Deanna Hirschey & Michael Hohns, Special Use Permit for multifamily dwelling
JCDP File # C 5b - 12

Dear Andrew:

On May 29, 2012, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

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

The local board is free to make its final decision. Thank you.

Sincerely,

E. Hartley Bonisteel
Community Development Coordinator

EHB

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART 1 - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR <i>Deanna Hirschey and Michael Hobs</i>	2. PROJECT NAME <i>Applying for Special Use Permit on prop.</i>
3. PROJECT LOCATION: Municipality <i>Watertown</i> County <i>Jefferson</i>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <i>414-416 Stone St., Watertown, NY-13601</i>	
5. IS PROPOSED ACTION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: <i>We wish to take the large 2 unit building and turn it into 4 smaller units. If we are approved for an area variance, we'll also need approval for a "Special Use" permit. There seems to be room for at least 9 parking spaces in rear lot.</i>	
7. AMOUNT OF LAND AFFECTED: <i>only this property will be affected.</i> Initially _____ acres Ultimately _____ acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, describe briefly <i>We would need an area variance + special use permit.</i>	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency(s) and permit/approvals <i>We'll need an area variance, special use permit, and also building permits prior to renovation.</i>	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals	
12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>NA</i>	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant/sponsor name: <i>Deanna Hirschey & Michael Hobs</i>	Date: <i>5/15/12</i>
Signature: <i>Deanna Hirschey</i> <i>M. Hobs</i>	

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

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12?

If yes, coordinate the review process and use the FULL EAF.

Yes No

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

Yes No

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

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

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

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

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

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

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

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

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA?

Yes No

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?

Yes No If yes, explain briefly

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

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts AND provide on attachments as necessary, the reasons supporting this determination:

Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

Date

SLYE & BURROWS

MEMORANDUM

TO: Hon. Jeffrey E. Graham, Mayor
City Council Members

CC: Ms. Sharon Addison, City Manager

FROM: Robert J. Slye

DATE: July 24, 2012

RE: Alcohol Sales/1000 Islands Privateers

Shortly after the City Council's approval of a broad-sweeping policy pertaining to the sale of alcohol at City-owned facilities, the City entered into, and completed, negotiations with the 1000 Islands Privateers for the 2012-13 hockey season. The Privateers' contract contemplates the sale of beer and wine during the team's regular home games and any playoff home games. Because the regular sale of alcohol for hockey games is contrary to that portion of the City's adopted policy limiting the sale of alcohol at the arena is to concert events where alcohol would be served by permit only (likely a non-profit permit), it became necessary to confer with the City's retained consultant, Mr. Anthony J. Casale, to see how the Privateers' contract can be implemented.

According to Mr. Casale, the State Liquor Authority ("SLA") prefers an alcohol license, rather than temporary permits, when there will be repeat sales of alcohol. The Privateers' contract calls for service by a licensee holding catering permits. The SLA suggests that we instead consider a seasonal license with an existing alcohol licensee or any other entity eligible to hold a license. If you will recall, the Wizards baseball team was, pursuant to its lease with the City, given authority to apply for a seasonal "ball park license." Similar seasonal licenses exist for the wintertime for indoor arena-type events. The parties can determine the term of that license.

The essence of any agreement permitting the sale of alcohol is that the licensee must, pursuant to agreement with the owner, have control over the alcohol service on the premises. The licensee must be able to ensure that no illegal sales of alcohol occur. If problems arise over the sale of alcohol, the licensee must have the authority to ask the police to assist in removing someone from the premises. This differs from control over spectators, generally, which the City would retain unto itself and, under our agreement with the 1000 Islands Privateers, the Privateers organization has agreed to undertake using private security.

Hon. Jeffrey E. Graham, Mayor
City Council Members
July 24, 2012
Page 2

The Privateers hold a franchise agreement with the City, which is something less than a lease. That franchise agreement grants certain rights, but not rights in and to the real property. Indeed, the agreement requires the team to vacate the premises under certain circumstances.

Mr. Casale is of the view that any licensee which undertakes to sell beer and wine during the games should, as well, be doing so pursuant to a franchise agreement, which agreement would be in place to support the application for a seasonal license.

In the City of Watertown, franchises must be approved by a 4/5 vote, and can be awarded either to the highest bidder; or to a selected franchisee; or to one of the respondents to a request for proposals. The manner in which a franchisee is selected is left to the judgment of the City Council in any given situation.

A corollary to the selection of a franchisee for the sale of beer and wine pursuant to a seasonal license is that, during the term of that license, no 24-hour temporary permits will be granted by the SLA, either to a not-for-profit or otherwise. This means that, if beer and wine sales are to be permitted during some other event held at the ice arena during the term of the beer and wine license/franchise agreement, then the licensee must be the seller.

Additionally, if any private person or organization receives permission to host a party, reception or other event at the arena, they would need to engage the licensee to serve alcohol rather than employ an outside caterer.

As the Council has previously discussed, a licensee and not-for-profit cannot lawfully split the proceeds of alcohol sales. In connection with the lease to the Wizards baseball team, the agreement reached was that the Wizards agreed to donate 50% of the proceeds directly to the not-for-profit. Apparently, the SLA has now taken the position that the only proceeds which can be donated to a not-for-profit are those resulting from the sale of food, not alcohol. The City, of course, has reserved the right to sell all other concessions (other than the sale of alcohol) under the franchise agreement with the Privateers. Thus, there are technically no proceeds from which an alcohol franchisee at the ice arena would be in a position to lawfully make a donation to a not-for-profit sponsor of an event such as a concert, etc.

Hon. Jeffrey E. Graham, Mayor
City Council Members
July 24, 2012
Page 3

If the arena is used as a venue for a concert during the hockey off-season, then the City's published policy would control.

A discussion concerning the manner of selection of an alcohol licensee is warranted at this point.

August 2, 2012

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Complaints of Smoking at City-Owned Facilities

The City has received numerous complaints regarding individuals smoking tobacco at City-owned athletic fields. Most recently, a citizen pasted a “No-Smoking” sticker between metal posts of the JB Wise Pavilion.

It is my recommendation to Council to ban smoking within a yet-to-be-defined perimeter of City-owned athletic facilities and pavilions. City Staff is prepared to discuss this topic at Council’s convenience.

June 28, 2012

To: Mr. John Krol, City Manager

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

Subject: Smoking at City Fields

The Parks and Recreation Department has received numerous complaints in regards to individuals smoking tobacco at the City owned fields. It is the suggestion of the Parks and Recreation Department to not allow smoking within 50 feet of City owned fields.





CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

1869

DATE: 25 July, 2012

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Mill Street, Factory Street and Black River Parkway Intersection

The City Clerk's Office has received an inquiry concerning this intersection. This intersection is currently being redesigned and will be reconstructed as part of the Factory Street Reconstruction Project.

Traffic counts, pedestrian counts and vehicle turning counts have already been taken as part of this project and design is underway.

The project is currently scheduled for a May 2013 bid.

Cc. Ann Saunders, City Clerk



CITY OF WATERTOWN, NEW YORK

OFFICE OF CITY CLERK

CITY HALL, ROOM 101

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3387

(315) 785-7780 Fax (315) 785-7796

Email: asaunders@watertown-ny.gov

Ann M. Saunders
City Clerk/City Historian

July 23, 2012

Mike Hubbard
232 West Main Street, Apt 38
Watertown, NY 13601



Re: Intersection of Factory Street, Black River Parkway and Mill Street

Dear Mr. Hubbard:

Your letter regarding safety concerns at the above referenced intersection was received in my office on July 17, 2012. Please be aware that I have forwarded a copy of your correspondence to the City Manager's Office and the Engineering Department for review. I will also be presenting it to City Council during Communications at the City Council meeting scheduled for August 6, 2012.

You asked that I respond to you with a progress update but any future correspondence will come of one of the departments listed above.

Sincerely,

A handwritten signature in cursive script that reads "Ann M. Saunders".

Ann M. Saunders
City Clerk

Cc: ✓ Sharon Addison, City Manager
Engineering Department

July 16, 2012

Ann Saunders
Watertown City Clerk
City Hall, Washington Street
Watertown, NY 13601



Dear Ms. Saunders:

Through experience and observation I feel something needs to be done to address pedestrian safety at the four way intersection of Factory St. /Black River Parkway and Mill St. (In front of Mr. Subs, Knowlton Brothers paper).

It seems to me that a countdown light for pedestrians could be one of the solutions. An updated traffic engineering study during peak foot and vehicular usage (such as 3pm-6pm) would be most effective in finding a solution.

I've seen numerous near misses in terms of a vehicle hitting a pedestrian and a vehicle almost hitting a vehicle. I'm hoping the action you take will prevent future accidents of any kind.

Would you kindly write back to me within a month or two in order to update me on any progress you make, in what in my opinion is a serious safety issue?

Thank you for your consideration in this matter.

Sincerely,

Mike Hubbard
(315) 523-8780
232 West Main Street Apt 38
Watertown, NY 13601

A handwritten signature in black ink that reads "Mike Hubbard" followed by the date "7/16/2012".

Engineering
Manager



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

1869

DATE: 25 July, 2012

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: 429 Factory Street

In May 2012 City Council was briefed on the condemnation action taken by Code Enforcement on the structure at 429 Factory Street. Council was further briefed on the offer made by the to the property owner regarding the cost of demolition of building. The offer entailed the City not charging the owner for the demolition costs if the owner was willing to donate the property to the City. This property could have some benefit to the Factory Street Reconstruction Project if a new storm sewer outfall is needed for that project. A copy of the offer and the acceptance are enclosed.

Since that time the demolition has occurred but the property owner has failed to provide the documentation to perform the transfer. The owner is now asking for additional terms on the property transfer after the City has performed its portion of the original offer. Specifically, the owner is asking for first right of refusal should the City ever re-sell the parcel in the future.

Setting aside the issue of adding terms after the fact, granting right of refusal is problematic for two reasons. The first is that this would set a precedent for future property transactions with other individuals and to my knowledge this condition has never been accepted by the City prior to this. The second is that should this property be re-acquired through right of refusal, the City would now be in the position of having spent \$30k to remove a structure and not taken the normal means to recover the costs.

Given this situation, we are prepared to proceed with the normal procedures concerning property demolition. If the property owner changes his mind and wishes to revert to the original agreement we are prepared to do so as well.

Cc. Shawn McWayne, Code Enforcement Supervisor

HRABCHAK, GEBO & LANGONE, P.C.

ATTORNEYS AT LAW

216 WASHINGTON STREET
SUITE 300
WATERTOWN, NEW YORK 13601
(315) 788-5900
TELECOPIER (315) 788-6085
mgebo@gebolaw.com

MARK G. GEBO
EUGENE J. LANGONE, JR.

ROBERT R. HRABCHAK
(1957-1995)

SENT VIA CERTIFIED, RETURN RECEIPT & REGULAR MAIL

April 19, 2012

WLP Properties, LLC
16451 Deer Run Road
Watertown, New York 13601

Re: 429 Factory Street
Tax Map Parcel No.: 6-04-303

Dear Property Owner:

Please be advised that this office has been retained by the City of Watertown with respect to a Code Enforcement issue on the above referenced property. Our records reflect WLP Properties, LLC is the owner.

Previously, you would have received correspondence from the Code Office dated March 12, 2012, advising you of this issue and asking you to repair or take down the unsafe structure on that property. No action having been taken, the City Engineering Department obtained an administrative search warrant and did a further inspection of the property on April 12, 2012. As a result of that inspection, the property has been condemned. Frankly, based upon that inspection the City Engineering Department is of the belief that building is in grave danger of failure at any time and that the collapse of the structure is imminent.

The City Code places the responsibility of correcting this situation upon the property owner. If the property owner does not act, the City will take the necessary steps to demolish the building and will charge back to the property owner all such costs incurred. With any such demolition, an asbestos evaluation has to be done and any costs associated with the asbestos evaluation and/or remediation on the property or special provisions for land filling the asbestos materials will be passed on to the property owner. Additionally, there would be a \$2,000 administrative fee if the City is required to do this.



HRABCHAK, GEBO & LANGONE, P.C.

ATTORNEYS AT LAW

The staff at the City Offices has, however, asked me to inquire if you would be willing to donate this property to the City. If so, the City will absorb all demolition costs. The City can make use of this property as part of a future project and would be willing to absorb this expense in exchange for a deed to the property.

This offer is subject to the following conditions:

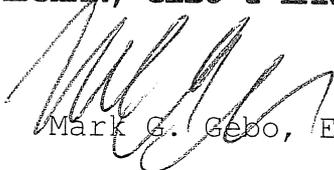
1. Except for unpaid taxes, the property must be free and clear of other liens and encumbrances.
2. This offer is still subject to City Council approval.
3. A response to this proposal must be received within two (2) weeks of the date of this letter.
4. The transfer of the property must take place within two (2) weeks of City Council approval.

Because of the imminent danger that the building presents, we must, however, insist upon your response be within two (2) weeks of the date of this letter. In the absence of such a response, the City will take whatever steps are appropriate to deal with the property. This could result in considerable expense to you as the property owner, which could be avoided by the proposed resolution. We certainly hope that will not be necessary.

Please advise this office within a two (2) week period of your intentions.

Very truly yours,

HRABCHAK, GEBO & LANGONE, P.C.


Mark G. Gebo, Esq.

MGG:dec

Cc: Shawn R. McWayne
Code Enforcement Supervisor
Kurt Hauk
City Engineer

WLP Properties, LLC
16451 Deer Run Road
Watertown, NY 13601

April 24, 2012

Via Fax (315) 788-6085 and Email to mgebo@gebolaw.com

Mark G. Gebo, Esq.
Hrabchak, Gebo & Langone, PC
216 Washington Street, Suite 300
Watertown, NY 13601

RE: 429 Factory Street
Tax Map Parcel No.: 6-04-303

Dear Mr. Gebo:

I am writing in response to your letter dated April 19th regarding the above mentioned property. As the managing member of the PLLC, I have been granted the authority to accept the offer to donate this property to the city. As far as I am aware, there is no lien or encumbrances on this property. Please let me know what needs to be done to finalize this transaction. I can be reached at (315) 778-0911.

Thank you,



Walter Dodard, Managing Member
WLP Properties, LLC

August 2, 2012

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning and Community Development Coordinator
Subject: Use of Whitewater Park Deck by Maggie's on the River

In 2010 and 2011, the City Council authorized the use of the deck at Whitewater Park by Maggie's on the River on certain Thursdays. The Council determined that the temporary and occasional nature of the use fit the criteria that the New York State Department of State indicated was acceptable for exclusive use of any portion of the deck.

Sharon Addison, Elliott Nelson and I met with Reg Schweitzer, Jr. about the restaurant's desire for a more permanent arrangement. As I reported to the City Council on July 27, 2011, DOS had indicated that a "concession certificate" may be acceptable for longer term use of the deck and that a draft was sent to them for their review and approval. A response has not been received.

Before staff makes the effort to resurrect this issue with DOS, we wish to confirm that the City Council still wishes to pursue it.

August 2, 2012

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning and Community Development Coordinator
Subject: Biomass Fueled District Heating System

Staff has been approached by Dr. Ishai Olikier and Arnie Talgo about preparing an application to the New York State Energy Research and Development Authority (NYSERDA) for funding to complete a feasibility study for a City-owned and operated district heating system that is fueled by biomass. They are proposing to write the grant application for the City, which will be the applicant, at no cost. They plan to apply for the maximum amount of \$100,000. The City will have to provide at least 25% of the total project cost. Dr. Olikier is proposing that the entire match be in-kind services, so that the City does not have to provide any cash. The City would commit to \$10,000 worth of staff time working on the year-long study. The rest will come from time spent by others, such as potential customers and biomass suppliers.

A district heating system distributes thermal energy through underground pipes from a central source to multiple consumers for use in-space heating, domestic hot water, process heating and sometimes cooling systems. Dr. Olikier is proposing that the central boiler be fueled with biomass. The biomass could be in the form of wood chips, straw, or other organic matter. A description of the project provided by Dr. Olikier and a copy of his resume are attached.

Jamestown, New York, has had a district heating system for over 25 years, though it is not fueled by biomass. They use coal and natural gas. We talked to the system manager there, and they are generally satisfied with the system. He pointed out that the cost saving to the end consumer is directly dependent on the cost of the fuel source. They were originally using cheap coal, but when the price went up they switched to natural gas. Natural gas prices are low now, but it is also low for direct consumer so the district heating system is not providing any savings at this time.

Applications are due by August 29, 2012. Dr. Olikier needs to know this week whether or not the City wishes to pursue this funding opportunity so that he has enough time to write the application.

Feasibility Study of a Biomass Fired Community Wide District Heating System for Watertown, NY

**Prepared by Dr. I.Oliker, P.E.
Joseph Technology Corporation, Inc**

Feasibility Study of a Biomass Fired Community Wide District Heating System for Watertown, NY (cont)

- It is proposed for the City to apply to NYSERDA for a grant to assess the feasibility of the subject system for the City of Watertown, NY.
- No cash contribution to the study from the City is required.
- The project team members will include the City and County economic development agencies, City engineering department, potential end-users and Joseph Technology Corporation (JTC)- the Consulting Engineer.
- JTC will prepare the grant application free of charge to the City

Feasibility Study of a Biomass Fired Community Wide District Heating System for Watertown, NY (cont)

- The district heating system will address the regional priorities of the North Country Regional Economic Development and Greenhouse Gas (GHG) Reduction Program for energy efficiency, GHG reduction, job retention, job creation and revitalization of the City.
- The 2012 Vision Statements and Strategies of the North Country Regional Economic Development Council in the “Vision 7: Create the Greenest Energy Economy in the State” indicates two key strategies for 2012: **Strategy 3: Maximize North Country utilization of energy efficiency resources to reduce total housing and energy cost, and Strategy 4: Invest in large and small clean energy technology businesses, including lighting and biomass.**
- The project will evaluate the potential for a strategic biomass based district heating system, and build the capacity within the Watertown community to participate in the State's clean and renewable energy economy.

Feasibility Study of a Biomass Fired Community Wide District Heating System for Watertown, NY (cont)

Community wide district heating systems distribute thermal energy from a central source to commercial, institutional, residential and industrial consumers for use in space heating, domestic water, process heating and sometimes cooling systems. In comparison with individual heating the biomass fired district heating system offers the following major benefits:

- Energy Savings to the Connected End Users (25 to 40 %).
- Additional Stream of Revenues to the City in Lieu of Taxes.
- Enhance Economic Development and Job Creation in the Community.
- Retain Energy Dollars in the Community.
- Effective Means for Urban Revitalization and Creation a Magnet for Expansions, Renewal, and New Enterprises
- Reduce the Greenhouse Gases and Improve the Environment.
- Improve the Profitability and Provide Sustainable Returns for Local Biomass Production Businesses.

Feasibility Study of a Biomass Fired Community Wide District Heating System for Watertown, NY (cont)

The above benefits can be achieved for the following reasons:

- **Higher Thermal Efficiency.** A larger district plant can achieve higher thermal efficiencies than can individual smaller end-user units. Partial load performance of central plants is more efficient than that of many isolated small systems because the larger plant can operate one or more capacity modules as the combined load requires and can modulate output.
- **Use of Multiple Fuels.** Individual heating plants are designed for one type of fuel, which is generally gas or oil. Central plants can operate on less expensive fuels like biomass.
- **Environmental Benefits.** Emissions from central plants (including greenhouse gases) are lower than those from individual plants because of higher seasonal efficiencies and level of maintenance, quality of equipment, and lower system heat loss.

Feasibility Study of a Biomass Fired Community Wide District Heating System for Watertown, NY (cont)

- **Operating Personnel.** One of the primary advantages to a building owner is that operating personnel for the individual boiler plant can be eliminated. Most municipal codes require licensed operating engineers to be on site when high-pressure boilers are in operation.
- **Insurance.** Both property and liability insurance costs are significantly reduced with the elimination of a boiler in the mechanical room, because risk of a fire or accident is reduced.
- **Usable Space.** Usable space in the building increases when a boiler and related equipment are no longer necessary. Although this space usually cannot be converted into prime office space, it does provide the opportunity for increased storage or other use. **The noise** associated with such in-building equipment is also eliminated.
- **Equipment Maintenance.** With less mechanical equipment at the user site, there is proportionately less equipment maintenance, resulting in less expense and a reduced maintenance staff.

Feasibility Study of a Biomass Fired Community Wide District Heating System for Watertown, NY (cont)

Additional Advantages Include:

- Heat energy can be provided at all times, 365 days at 24/7.
- Using larger but fewer pieces of equipment reduces the facility's overall operation and maintenance cost. It also allows wider operating ranges and more flexible operating sequences.
- Energy-efficient design strategies, energy recovery, thermal storage, and energy management can be simpler and more cost-effective to implement.
- Multiple energy (fuel) sources can be applied to the central plant, providing flexibility and leverage when purchasing fuel.

Feasibility Study of a Biomass Fired Community Wide District Heating System for Watertown, NY (cont)

Additional Advantages:

- Standardizing equipment can be beneficial for redundancy and stocking replacement parts. Strategically selecting different-sized equipment for a district plant can provide better part-load capability and efficiency.
- Standby capabilities (for capacity/redundancy) and back-up fuel sources can easily be added to equipment and plant when planned in advance.
- Equipment operation can be staged to match load profile and taken offline for maintenance.
- A district plant can be economically expanded to accommodate future growth (e.g. adding new users).
- Load diversity can substantially reduce the total equipment capacity requirement.
- Plant emissions are centralized, allowing a more economic and lower emission release solution.

District Heating Development in NYS

With NYSERDA and Cities support JTC facilitated the development of district heating and cooling systems in Jamestown, Buffalo, Schenectady, JFK Airport and Chautauqua County complex. The description of the Jamestown District Heating System is attached.

The 2009 US economy stimulus package for shovel ready projects provided \$160 million for construction of district energy projects.

DR. ISHAI OLIKER, P.E.
Principal of Joseph Technology Corporation

EDUCATION: Master and Doctor of Science in District Energy, CHP (cogeneration), and HVAC (Honors Diploma), Moscow Engineering Institute; Diploma, Senior Research Scientist, Central Research and Design Institute for Boilers and Turbines, St. Petersburg, Russia.

LICENSES: Registered Professional Engineer: New York, New Jersey, Pennsylvania, Massachusetts, Connecticut, Minnesota, Ohio, Wisconsin.

SOCIETIES: Former President, International District Energy Association; International Cogeneration Society; American Society of Mechanical Engineers; National Association of Corrosion Engineers; Received the Highest Recognition in the District Heating Industry with the Norman R. Taylor Award.

OTHER

ACTIVITIES: U.S. Representative at International Energy Agency District Energy Committee. Member: Research Committee of International District Energy Association; High Purity and Power Plant Water Committee, National Association of Corrosion Engineers; Heat Transfer Equipment Committee, American Society of Mechanical Engineers.

PAPERS AND

PATENTS: 170 publications including seven books and 15 patents. Numerous technical presentations to national and international conferences in the U. S., Europe and Asia.

JOSEPH TECHNOLOGY CORPORATION

1988 - Present

Directs development of district heating and cooling, CHP (cogeneration), DSM, energy conservation and HVAC systems for commercial, residential, institutional, and industrial, customers. The work includes feasibility studies, energy audits, assessment of existing, heating, cooling and electrical systems and equipment, development of energy system retrofit techniques and load management systems, consulting on alternative energy sources, energy rate structures, marketing, financing, and conducting CHP/district energy training workshops. The work also includes design, preparation of specifications, and construction management.

Project Manager for the following major projects:

- *Development of district heating and cooling/ CHP systems, building retrofit for energy efficiency and energy rate structures in Jamestown, Auburn, Buffalo, Rochester, Schenectady, New York City, Rome, Troy, Ithaca, Albany, Kingston, Roosevelt Island, Binghamton, Dunkirk, Tupper Lake, Port Jefferson, NY; New Haven, Stamford, CT; Atlantic City, Trenton, Jersey City, Vineland, NJ; Long Beach, San Jose, San Francisco, CA; Scranton, Allentown, Harrisburg, Chester, Easton, Chambersburg, PA; International Falls, Minneapolis, Hibbing, Ely, MN; Providence, RI; Indianapolis, IN; Kansas City, KS; Cleveland, OH; Manitowoc, WI; Denver, CO; Chicago, IL; Bellingham, WA, Lansing, MI; Salt Lake City, UT; Washington, D.C.;*

Dover, DE; Burlington, VT; Springfield, MA; Miami, Sarasota, FL; Omaha, NE; and Albuquerque, NM

- *Feasibility Study of a Wood Fired CHP/District Heating System for Tupper Lake, NY for New York Power Authority and ERPI*
- *Feasibility of Hay-Fired CHP/DE Plants in New York State for Chautauqua Industrial Development Agency*
- *CHP/Biomass/District Heating Project in Jamestown Industrial Corridor for the Jamestown Board of Public Utilities, NY*
- *Conversion of Wood Fired Power Plant to CHP and District Heat Supply in Burlington, VT for Burlington Electric Department, VT*
- *Feasibility Study, Engineering, Design and Testing of a Microturbine CHP Installation in Norwich, NY for NYSEG and NYSERDA.*
- *Energy Efficiency Improvement project for Jamestown Board of Public Utilities and NYSERDA.*
- *CHP Technical Assessment Guide for NYSERDA.*
- *District Heating and Cooling Assessment Guidelines for the Electric Power Research Institute.*
- *District Cooling Development in Manhattan, New York for Con Edison.*
- *Engineering, Design, Preparation of Specifications, Procurement of Equipment, Construction Management and Start-Up of the Jamestown CHP/District Energy System Including Building Retrofits for the City of Jamestown, NY*
- *Engineering and Preparation of Specifications for a New Underground Low Temperature Hot Water Piping System of JFK Airport cogeneration plant for CEA Developers.*
- *Market Penetration Assessment, Business Plan Development ,Analysis of Converting Existing Power Plants to CHP for EPRI and New York State Electric and Gas Corporation, Niagara Mohawk Power Corporation, New England Electric Company, Public Service of New Hampshire and Jamestown Board of Public Utilities.*
- *Feasibility Study, Engineering, Design, Preparation of Specifications, Procurement of Equipment, Construction Management and Start-Up of the Buffalo District Energy System Including Building Retrofits for the City of Buffalo, NY.*
- *Feasibility Study, Engineering, Design, Preparation of Specifications, Procurement of Equipment, Construction Management and Start-Up of the Manitowoc CHP/District Energy System Including Building Retrofits.*
- *Feasibility Study of Retrofit of Etiwanda Power Plant for Combined Generation of Heat and Power for Southern California Edison Company.*
- *Feasibility Study, Engineering, Design and Preparation of Specifications for Indianapolis District Cooling System for Indianapolis Power and Light Company.*
- *Feasibility Study, Engineering, Design, Preparation of Specifications and Construction Management for FPL District Cooling System for FPL Services in Sarasota, Florida.*
- *Feasibility Study for the Cleveland District Cooling System for Indianapolis Power and Light Company.*
- *Feasibility Study of Retrofit of the 700 MW Linden Station CHP for Public Service Electric and Gas Company.*

- *Feasibility Study of Retrofit of C. Poletti Power Plant for CHP, and Retrofit of a Commercial Park for the New York Power Authority.*
- *Feasibility Study of Retrofit of Goudey Coal Fired Power to CHP and Retrofit of SUNY University for New York State Electric and Gas Company.*
- *Field Testing of the T-180/210-130 CHP Turbine at Vilnius Power Plant 3, Lithuania for EPRI.*
- *Feasibility Study, Engineering, Design, Preparation of Specifications, Procurement of Equipment, Construction Management and Start-Up of the Springfield, MA District Energy System, Including Building Retrofits for the City of Springfield, MA.*
- *Feasibility Study, Engineering, Design, Preparation of Specifications, Procurement of Equipment, Construction Management and Start-Up of the Columbia University Dodge Hall HVAC System, Retrofit from Steam to Hot Water.*
- *Construction supervision of the 3 million gallon chilled water storage for Trigen-Trenton.*
- *Assessment of U.S. District Energy Systems for EPRI.*
- *Assessment of Rehabilitation of an Existing Coal Fired Plant to CHP in Kansas City for TRIGEN.*
- *Development of a District Energy System for the Mission Bay Project for Pacific Gas and Electric Company*
- *Feasibility Study and Preparation of Specifications for the \$200 million Kiev CHP/District Heating Rehabilitation Project in the Ukraine for the World Bank and Kievenergo.*
- *Feasibility Study for the \$106 million CHP/District Heating Projects in four Russian Cities for the World Bank. Development of recommendation for water chemistry improvement.*
- *Assessment of corrosion problems and failure rate in underground steam and hot water piping in military bases for the Department of Defense*
- *Analysis of failure rate and heat losses in the Con Edison underground steam piping system.*
- *Development of guidelines for corrosion control in steam generating plants for the Electric Power Research Institute (EPRI).*
- *Implementation of Oxygenated water chemistry technology in the U.S.A. fossil fuel power plants for EPRI.*
- *Due diligence projects for the following clients: KIAC Partners (JFK Airport), Florida Power and Light (Sarasota District Cooling Project), Indianapolis Power and Light (Indianapolis District Cooling Project), Jamestown Board of Public Utilities (Jamestown District Heating System), Trigen (Trenton District Energy Project)*
- *Expert Witness (Harvard vs. Com/Energy) performing a detailed assessment of the damage done to the steam line supplying steam to the Harvard University. Based on the analysis performed by Dr. Oliker, the case was settled out of court to the complete satisfaction of Harvard University.*



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

1869

DATE: 26 July, 2012

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Flower Memorial Library Fountain Bid

The bid date for the Flower Memorial Library Fountain Repair Project was held on July 19, 2012. No bids were received and only one potential bidder requested plans for the project during the advertisement period.

Given the lack of interest in the fountain repair as a stand-alone project and given where we currently stand in the construction season, I recommend that this project be rolled into the much larger façade project scheduled for next spring. The strategy being that there will be interest in that much larger project thereby ensuring a contractor for this repair.

Since the fountain plans and specs are already prepared, there will be little additional work required of the façade repair design consultant to incorporate the work.

Cc. Jim Mills, City Comptroller
Ken Mix, Planning and Community Development Coordinator
Amy Pastuf, Purchasing Manager
File



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

1869

DATE: 31 July, 2012

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Newell Street Cave Secure Entrance

On July 18, 2012 I performed a site visit to the cave located at Newell Street. I was accompanied by Mr. Nelson and the Fire Chief. The purpose of the visit was to determine the requirements for opening the cave entrance that is currently blocked with laid-up stone and a mound of concrete.

The most important question that needs to be answered is who will actually be using this entrance once it is established. The actual users of the entrance will drive the scope and also the cost of the work. An entrance that is to be used only by seasoned spelunkers will be quite different than one intended to be used by the general public.

There are other things that will need to be determined or addressed to facilitate an entrance.

1. The concrete mound and a portion of the laid-up stone will need to be removed to gain access to evaluate the stability of the stone wall from the interior. The stone will need to be put back in place at the conclusion to block access until an entrance is installed.
2. The loose stone on the embankment above the cave entrance will need to be removed or stabilized if the cave will be used long term.
3. Emergency response measures will need to be reviewed to ensure that the entrance facilitates access by first responders and their equipment.
4. Due to the easy access to the entrance by the public combined with the lack of monitoring by City personnel, the locking mechanism and enclosure will need to be reviewed to ensure that neither is vulnerable to extended tampering.
5. Lastly, how access is gained, who authorizes it and all of the procedures surrounding that should be fleshed out, as that may also have an effect on the design of the entrance.

The first step is to determine the City's intent for the use of this cave.

Cc. Elliott Nelson, Confidential Assistant to the City Manager
Erin Gardner, Superintendent of Parks and Recreation
Dale Herman, Fire Chief
File



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