

**CITY OF WATERTOWN, NEW YORK  
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, July 15, 2013, 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 - Accepting Bid for Coagulation Basin Dredge; VMI, Inc.
- Resolution No. 2 - Approving Agreement Between the City of Watertown, NY and New York State Energy Research and Development Authority for \$585,646 Grant Award
- Resolution No. 3 - Approving Change Order No, 2 to Agreement, Mid-America Pool Renovation, Inc.
- Resolution No. 4 - Approving an Amendment to Site Plan Approval for Construction of Additional Trash Enclosures at Creekwood Phase II, 980 Rear Mill Street, Parcel 3-14-105.100
- Resolution No. 5 - Supporting Neighbors of Watertown, Inc.'s Funding Application to the NYSHCR's Urban Initiatives Program and New York Main Street Program in Support of the Lincoln Building Revitalization Project
- Resolution No. 6 - Approving Professional Services Agreement with Stantec Consulting Services, Inc.
- Resolution No. 7 - Public Hearing Authorizing Spending From Coagulation Basin Reserve Fund

## **ORDINANCES**

## **LOCAL LAW**

## **PUBLIC HEARING**

7:30 p.m. Resolution Authorizing Spending From Capital Reserve Fund

## **OLD BUSINESS**

Tabled - Ordinance Amending the Code of the City of Watertown, §310-1, Definition of Family and §310-34, Accessory Uses in Residence Districts

## **STAFF REPORTS**

1. Jefferson County Agricultural Society
2. 22615 Plaza Drive – Sanitary Sewer Connection
3. 138 Court Street
4. Consolidated Funding Application for Black River Parks Improvements
5. Letter from Kathy Plante-Hunt

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

## **WORK SESSION**

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, AUGUST 5, 2013.**

July 9, 2013

To: The Honorable Mayor and City Council

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

Subject: Accepting Bid for Coagulation Basin Dredge, VMI, Inc.

As Council is aware, the 2013-14 Adopted Budget contains a \$375,000 appropriation for a dredge for use by the City Water Department at the Coagulation Basin. As was discussed during the Water Department Budget Work Session, the Department intends to own, operate and maintain its own dredging equipment in order to annually clean out the Coagulation Basin. In years past, the City has contracted out this service every two years. However, the cost/benefit analysis indicates to own and operate our own dredge to be more efficient. Additionally, annual dredging will further enhancing purification at the Water Treatment Plant through the implementation of annual dredging.

As is indicated in the attached memo, City Purchasing Manager Pastuf advertised for sealed bids for one (1) dredge, a cable and harness package, and 40 hours of staff training, per City specifications, and sent bid specifications to six (6) dredge manufactures as well as one (1) on-line plan room. Two (2) sealed bids were received and publically read on July 1, 2013. Along with Purchasing Manager Pastuf, the bids were reviewed by Water Superintendent Sligar, and it is their recommendation that the City Council accept the bid from VMI, Inc. as the lowest qualifying bid in the amount of \$235,907. While this is well below the total budgeted cost of the project, the City will still need to construct a pole barn to house the dredge unit.

Staff will be available at the meeting to answer any questions Council may have regarding this legislation.

# RESOLUTION

Page 1 of 1

Accepting Bid for Coagulation Basin Dredge; VMI, Inc.

***Introduced by***

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

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of for one (1) dredge for use at the Coagulation Basin by the City Water Department, and

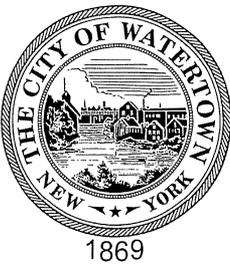
WHEREAS funding for said purchase of one (1) dredge is included in the 2013-2014 Adopted Budget through a transfer of \$138,000 from the Coagulation Basin Reserve Fund and a transfer of \$237,000 for the Water Fund, and

WHEREAS invitations to bid were issued to six (6) dredge manufactures and one (1) on-line plan room, with two (2) bids received and publicly opened and read in the City Purchasing Department on Monday, July 1, 2013 at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy Pastuf and Water Superintendent Michael Sligar reviewed the bids received, and it is their recommendation that the City Council accept the bid submitted by VMI, Inc. as the lowest responsive bidder in the amount of \$235,907.00;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by VMI, Inc. for the purchase of one (1) dredge for use at the Coagulation Basin by the City Water Department.

**Seconded by**



# CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf  
Purchasing Manager

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## MEMORANDUM

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**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2013-12 – Dredge for Coagulation Basin  
**DATE:** 7/1/2013

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The City's Purchasing Department advertised in the Watertown Daily Times on May 30, 2013 calling for sealed bids for one (1) dredge for use at the Coagulation Basin by the Water Department. The bid opportunity was also listed with the New York Contract Reporter. In the past, the City has contracted biannually for this service with an expense of between \$80,000 and \$100,000. By purchasing a dredger, the City will be able to perform maintenance on an annual basis, enhancing the process at the Water Purification Facility. Bidders were asked to provide pricing for the dredge, forty (40) hours of training and a cable and harness package. In addition, bidders were also required to provide pricing on a list of spare parts.

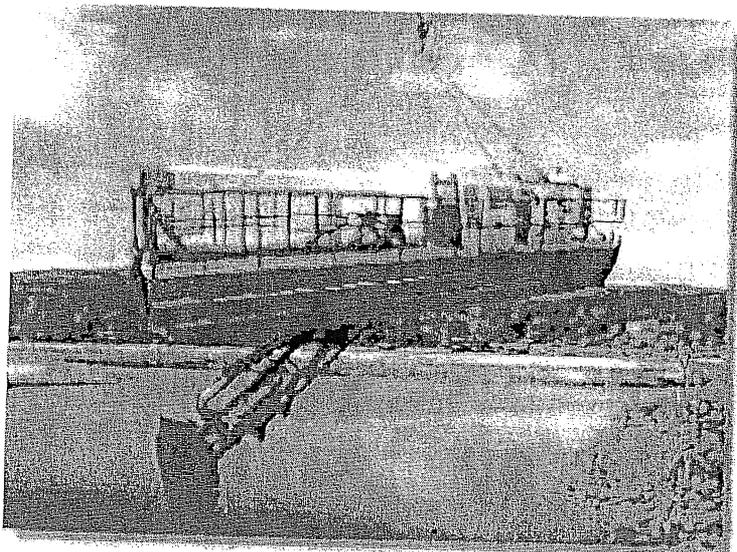
Bid Specifications were sent to six (6) dredge manufacturers and one (1) on-line plan room. Two (2) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Monday, July 1, 2013 at 11:00 am, local time. The bid tally is provided below.

Description	Liquid Waste Technology	VMI, Inc.
	Total Price	Total Price
Horizontal-Cutter Type Hydraulic Dredge as per City Specifications	\$329,430.00	\$224,703.00
Training to include 40 hours as per City Specifications	No Charge	\$5,155.00
Cable and Harness Package as per City Specifications	No Charge	\$6,049.00
Total	\$329,430.00	\$235,907.00

The bids were reviewed by the Mike Sligar from the Water Department and the Purchasing Department to ensure that the bid meets the required specifications. It is recommended that we accept the bid proposal from VMI, Inc. for a bid total of \$235,907.00 as the lowest responsive responsible bid.

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

FISCAL YEAR 2013-2014  
 CAPITAL BUDGET  
 VEHICLES AND EQUIPMENT  
 COAGULATION BASIN DREDGER

PROJECT DESCRIPTION	COST
<p>Coagulation Basin Dredger:</p> <p>Based upon consultative guidance, the City will dredge its coagulation basin once every two years. Contracting the dredging services cost the City \$80,000 to \$100,000 per operation. Cost and pay back analysis indicates it to be more cost effective to own, operate and maintain our own dredging equipment and in the process gain the ability to dredge every year (further enhancing treatment at the Water Purification Facility).</p> <p>The cost to the City would be to acquire the dredger, and construct a pole barn, concrete ramp and rail launching system adjacent to the coagulation basin. Operation and maintenance would be accomplished by existing staff.</p>  <p>Funding to support the project will be \$138,000 from the Coagulation Basin Reserve Fund and a transfer of \$237,000 from the Water Fund (F.9950.0000).</p>	<p>\$375,000</p>
TOTAL	\$375,000

July 9, 2013

To: The Honorable Mayor and City Council

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

Subject: Approval of NYSERDA Grant Award Agreement

As City Council is aware, City staff successfully applied to the 2012 Regional Economic Development Council grant through the New York State Energy Research and Development Agency for funding to undertake the Sludge Disposal Process Modification Project at the Waste Water Treatment Plant. On December 20, 2012, the City was notified that we had been approved for funding in the amount of \$585,646. Since that time, staff issued a Request for Qualifications for Consulting Services and selected GHD Consulting Services, Inc. to perform the engineering work for this project. On April 1, 2013, City Council approved a Consulting Services Agreement with GHD that included Preliminary Design and Final Design Phase engineering services, including conceptual layout, product marketing, preparation of a Preliminary Design Report, final design and preparation of Contract Documents in the amount of \$638,280.

The grant monies included in the attached agreement are less than the total amount needed to fully implement the project. Therefore, the scope of the attached agreement includes only the planning, design, and permitting services associated with this project but not any actual constructing activities. City staff is working diligently to secure additional funding for this project, including the submission of an additional grant request to the Regional Economic Development Council later this summer. City Council should note that no appropriation for the completion of this project is included in the Adopted Budget, and as such, will only move forward if additional grant monies are secured.

Staff will be available at the meeting to answer any questions Council may have regarding this project.

# RESOLUTION

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Approving Agreement Between the City of Watertown, NY and New York State Energy Research and Development Authority for \$585,646 Grant Award

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 applied to the 2012 Regional Economic Development Council for grant assistance through the New York State Energy Research and Development Authority (NYSERDA) for the implementation of the Sludge Disposal Process Modification Project at the Waste Water Treatment Plant (Project), and

WHEREAS on December 20, 2012, the City of Watertown received notice that grant assistance in the amount of \$585,646 had been awarded for the implementation of said Project, and

WHEREAS, the City of Watertown released a Request for Qualifications to select an Engineering Firm to perform a number of tasks associated with the implementation of said Project, selecting GHD Consulting Services, Inc. and

WHEREAS at their Regular Meeting on April 1, 2013, the City Council of the City of Watertown approved a Consulting Services Agreement between GHD Consulting Services, Inc. and the City of Watertown, and

WHEREAS said Consulting Service Agreement included provisions for Preliminary Design and Final Design Phase engineering services, including conceptual layout, product marketing, preparation of a Preliminary Design Report, final design, and preparation of Contract Documents, in the amount of \$638,280 and

WHEREAS said grant award from NYSERDA, combined with the necessary 25% match from the City for the implementation of said Project, is not sufficient to cover the full cost of the project, and as such the scope of the Agreement between the City of Watertown and NYSERDA includes only the planning, design, and permitting services associated with the project, and

July 15, 2013

# RESOLUTION

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Approving Agreement Between the  
City of Watertown, NY and New York State  
Energy Research and Development  
Authority for \$585,646 Grant Award

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

WHEREAS City of Watertown staff are diligently working to locate and secure attritional means of funding to complete said Project;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and NYSERDA for a grant award in the amount of \$585,646, attached hereto and made part of this resolution, and

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

***Seconded by***

Agreement No.: 30728  
Amount: \$585,646  
Type: Fixed-Price

Agreement dated December 20, 2012 by and between the NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY (NYSERDA), a New York public benefit corporation having its principal office and place of business at 17 Columbia Circle, Albany, New York 12203-6399, and City of Watertown having its principal office and place of business at 245 Washington St., Ste 302 Attn: Sharon Addison, City Manager, Watertown, NY 13601-3380 (the "Contractor").

In consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

## Article I

### Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement and Exhibits A, B, C, and D hereto, all of which are made a part hereof as though herein set forth in full.

Budget: The Budget set forth in Exhibit A hereto.

Contract Administrator: NYSERDA's Director of Contract Management, Cheryl L. Earley, or such other person who may be designated, in writing, by NYSERDA.

Effective Date: The effective date of this Agreement shall be the date in the first paragraph of page one, above.

Final Report: The Final Report required by the Statement of Work hereof.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Progress Reports: The Progress Reports required by the Statement of Work hereof.

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

(b) Data Rights and Patents Definitions:

Contract Data: Technical Data first produced in the performance of the contract, Technical Data which are specified to be delivered under the contract, or Technical Data actually delivered in connection with the contract.

Practical Application: To manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system, and under conditions which indicate that the benefits of the invention are available to the public on reasonable terms.

Proprietary Data: Technical Data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:

- (i) are not generally known or available from other sources without obligation concerning their confidentiality;
- (ii) have not been made available by the owner to others without obligation concerning its confidentiality; and
- (iii) are not already available to NYSERDA without obligation concerning their confidentiality.

Subject Invention: Any invention or discovery of the Contractor conceived or first actually reduced to practice in the course of or under this Agreement, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plants, whether patented or unpatented, under the Patent Laws of the United States of America or any foreign country.

Technical Data: Recorded information regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental or developmental, or demonstration, or engineering work, or be usable or used to define a design or process, or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer software (including computer software programs, computer software data bases, and computer software documentation). Examples of Technical Data include research and

engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical Data as used herein does not include financial reports, cost analyses, and other information incidental to contract administration.

Unlimited Rights: Rights to use, duplicate, or disclose Technical Data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

## Article II

### Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that Michael J. Sligar, P.E., Superintendent of Water shall serve as Project Director and as such shall have the responsibility of the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days.

## Article III

### Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A Statement of Work.

## Article IV

### Compensation

Section 4.01. Payments. The Contractor will be paid, upon submission of proper invoices, the prices stipulated herein for Work delivered or rendered and accepted, less deductions, if any as herein provided. The total price which NYSERDA will pay to the Contractor represents the price of the Work. Subject to the limiting provisions of Article XII hereof, as NYSERDA's price of the

Work, NYSERDA will pay to the Contractor the total price of \$585,646, payment of which will be made according to the Schedule of Payments contained in Section 4.02 hereof.

Section 4.02. Schedule of Payments. At the completion of each Milestone Billing Event so identified, the Contractor may submit invoices requesting payment by NYSERDA of the amounts corresponding to the amounts indicated in the attached Milestone Billing Schedule. NYSERDA shall make payment to the Contractor in accordance with and subject to its Prompt Payment Policy Statement attached hereto as Exhibit D. The Contractor shall be notified by NYSERDA in accordance with Section 504.4 (b)(2) of such Exhibit D, of any information or documentation which the Contractor did not include with such invoice.

Section 4.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

Section 4.04. Final Payment. Upon final acceptance by NYSERDA of the Final Report and all other deliverables contained in Exhibit A, Statement of Work pursuant to Section 6.02 hereof, the Contractor shall submit a request for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. A request for final payment shall include a statement as to whether any invention or patentable devices have resulted from the performance of the Work. All requests for final payment hereunder must, under any and all circumstances, be received by NYSERDA within six months following Acceptance of Work pursuant to Section 6.02 hereof. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such request for final payment, the total amount payable pursuant to Section 4.01 hereof, less all Milestone Billing payments previously made to the Contractor with respect thereto.

Section 4.05. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.06. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to the performance of the Agreement, including without limitation, all bills, invoices, payrolls, subcontracting efforts and other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by the Contractor in the course of such performance.

Section 4.07. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor hereunder is \$585,646. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work. NYSERDA shall have no liability under this Agreement to the Contractor or anyone else beyond funds appropriated or otherwise available for this Agreement.

Section 4.08. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of the Agreement and for the maintenance period set forth in Section 4.06 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.06 hereof. Any payment

made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by an agency of the United States, State of New York or NYSERDA not to constitute an allowable charge or cost hereunder. Further, the Contractor shall provide to NYSERDA, on a reasonable basis, access to all books and records related to the performance of this Agreement and any payments made hereunder, or reasonably necessary to the performance of an audit, and those of any parent, subsidiary, affiliate, franchisee, licensee, or assignee to assure compliance with the payment provisions contained in the Agreement.

## Article V

### Assignments, Subcontracts and Purchase Orders

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Except for a Subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any Subcontract or order for equipment, supplies or materials from a single Subcontractor or supplier totaling under \$50,000, the Contractor shall select all Subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a Subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a Subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the Subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a Subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a Subcontractor or supplier, and those set forth in Exhibit B to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any Subcontract(s) specified in the Statement of Work as requiring NYSERDA approval.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action which would impair its rights thereunder. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of the Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the

requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days.

## Article VI

### Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of the Final Report shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such reports by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of the Final Report and all other deliverables as defined in Exhibit A, Statement of Work.

## Article VII

### Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

## Article VIII

### Technical Data; Patents; Payments to NYSERDA

#### Section 8.01. Rights in Technical Data

(a) Technical Data: Rights in Technical Data shall be allocated as follows:

(1) NYSERDA shall have:

- (i) Unlimited Rights in Contract Data except as otherwise provided below with respect to Proprietary Data; and
- (ii) no rights under this Agreement in any Technical Data which are not Contract Data.

(2) The Contractor shall have:

- (i) the right to withhold Proprietary Data; and
- (ii) the right to use for its private purposes subject to patent, or other provisions of this Agreement, Contract Data it first produces in the performance of this Agreement provided the data requirements of this Agreement have been met as of the date of the private use of such data.

The Contractor agrees that to the extent it receives or is given access to Proprietary Data or other technical, business or financial data in the form of recorded information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon, unless another use is specifically authorized by prior written approval of the Contract Administrator.

Section 8.02. Patents.

(a) The Contractor may elect to retain the entire right, title and interest throughout the world to each Subject Invention of the Contractor conceived or first actually reduced to practice in the performance of the Work under the Agreement; except, that with respect to any Subject Invention in which the Contractor elects to retain title, NYSERDA shall have a non-exclusive, non-transferrable, irrevocable, paid-up license for itself, the State of New York and all political subdivisions and other instrumentalities of the State of New York, to practice or have practiced for or on their behalf the Subject Invention throughout the world, exclusively for their own use of the Subject Invention.

(b) Within six months of the time a Subject Invention is made, or as part of the request for final payment, whichever shall occur first, the Contractor shall submit to NYSERDA a written invention disclosure. Within twelve months of the time a Subject Invention is made, or as part of the request for final payment, whichever shall occur first, the Contractor shall advise NYSERDA in writing whether the Contractor elects to retain principal rights in the Subject Invention. The Contractor shall file the patent application for a Subject Invention within two years of the date of election. If the Contractor fails to disclose a Subject Invention, fails to elect to retain principal rights thereto, or to file a patent application within the time specified in this paragraph, or if the Contractor elects not to retain principal rights in a Subject Invention, the Contractor shall convey to NYSERDA title to the Subject Invention unless NYSERDA shall waive in writing its right to take title. In the event the Contractor elects not to retain principal rights in a Subject Invention, the Contractor shall retain a non-exclusive, royalty-free license throughout the world in such Subject Invention transferable only with the written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the requested transfer shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days.

(c) The Contractor shall submit to NYSERDA, not less frequently than annually, written reports which indicate the status of utilization of Subject Inventions in which the Contractor retains principal rights. The reports shall include information regarding the status of development, date of first commercial sale or use, and gross royalties received by the Contractor. Such report shall be furnished to NYSERDA not later than February 1 following the calendar year covered by the report.

In the event the Contractor fails to demonstrate that the Contractor has taken effective steps within three years after a patent is issued to bring the Subject Invention to the point of Practical Application, then NYSERDA shall have the right to grant a non-exclusive or exclusive license to responsible applicants under terms that are reasonable under the circumstances, or to require the Contractor to do so.

(d) The Contractor shall include the foregoing patent clauses, suitably modified to identify the parties, in all subcontracts which involve the performance of Work under this Agreement. The Subcontractor shall retain all rights provided for the Contractor, and the Contractor shall retain all rights provided for NYSERDA, as set forth above.

## Article IX

### Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

- (a) it is financially and technically qualified to perform the Work;
- (b) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;
- (c) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;
- (d) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;
- (e) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;
- (f) there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;
- (g) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work; and
- (h) Contractor certifies that all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate.

## Article X

### Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

## Article XI

### Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

- (a) name or be endorsed to cover NYSERDA, the State of New York and the Contractor as additional insureds;
- (b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and
- (c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

- (a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Section 11.02 (a) hereof and bearing notations evidencing the payment of the premiums thereon or accompanied by other evidence of such payment satisfactory to NYSERDA. In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the

event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

## Article XII

### Stop Work Order; Termination

#### Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- (ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and
- (ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon 30 days prior written notice to the Contractor. In such event, compensation shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Compensation and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefor). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVI shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, NYSERDA may exercise its termination right by providing written notification to the Contractor as set forth in Article XV of this Agreement.

(c) NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a was intentionally false or intentionally incomplete. Upon such finding, NYSERDA may exercise its termination right by providing written notification to the Contractor as set forth in Article XV of this Agreement.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor. (a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon Contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

## Article XIV

### Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit B hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit B and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

## Article XV

### Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

- (i) via certified or registered United States mail, return receipt requested;
- (ii) by facsimile transmission;
- (iii) by personal delivery;
- (iv) by expedited delivery service; or
- (v) by e-mail

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

**NYSERDA**

Name: Cheryl L. Earley  
Title: Director of Contract Management  
Address: 17 Columbia Circle, Albany, New York 12203  
Facsimile Number: 518-862-1091  
E-Mail Address: [cle@nyserda.ny.gov](mailto:cle@nyserda.ny.gov)  
Personal Delivery: Reception desk at the above address

**City of Watertown**

Name: Sharon Addison  
Title: City Manager  
Address: 245 Washington St., Ste 302, Watertown, NY 13601-3380  
E-Mail Address: [SAddison@watertown-ny.gov](mailto:SAddison@watertown-ny.gov)

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Director of Communications to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor

shall notify NYSERDA's Director of Communications regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

CITY OF WATERTOWN

NEW YORK STATE ENERGY RESEARCH  
AND DEVELOPMENT AUTHORITY

By \_\_\_\_\_

By \_\_\_\_\_

Name Sharon Addison

Jeffrey J. Pitkin  
Treasurer

Title City Manager

STATE OF \_\_\_\_\_ )  
 ) SS. :  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the document.

\_\_\_\_\_  
Notary Public

**EXHIBIT A  
SCOPE OF WORK**

**CITY OF WATERTOWN: SLUDGE DISPOSAL PROCESS MODIFICATION PROJECT**

June 7, 2013

***Background***

The City of Watertown (hereafter, the “Contractor”) received a 2012 Regional Economic Development Council award through NYSERDA Program Opportunity Notice 2571 in the amount of \$585,646 for the implementation of Sludge Disposal Process Modifications to their Wastewater Treatment Plant. A paraphrased description of the project, taken from the Contractor’s Consolidated Funding Application (CFA), is as follows:

*The proposed project is a change in the sludge disposal processes at the Contractor’s Pollution Control Plant to enable beneficial land application of biomass and the permanent taking out of service of the Plant’s sewage sludge incinerator; including eliminating the auxiliary fuel requirements of the incinerator burner and of hauling the incinerator ash residue to the landfill. As such, anaerobic sludge digestion, and subsequent biogas generation, will be substantially increased; from approximately 7,000 cubic feet per day (CFD) to over 65,000 CFD. This will justify installation of a 125 kW microturbine.*

*NOTE: The federal requirements of 40 CFR 60, subpart M incorporated by reference in 6 NYCRR 200, apply to sewage sludge incineration units located at wastewater treatment facilities that are designed to treat domestic sewage sludge. These regulations place new economic burdens on the Contractor’s Pollution Control Plant, which has a sewage sludge incineration process as a principle component of its sludge disposal scheme; as indicated by a previous Economic Audit. The Implementation of the approved monitoring and control equipment and operations thereof, or as an alternative, the permanent closure of the applicable sewage sludge incineration process must be obtained by March 21, 2016.*

After receiving notification of the award, the Contractor released a Request for Qualifications to select an Engineering Firm to perform a number of tasks associated with the Sludge Disposal Process Modification, including all permit applications and design. GHD Consulting Services, Inc. (GHD) was selected to perform the work and an agreement was signed between both parties. The agreement includes “*Preliminary Design and Final Design Phase engineering services, including conceptual layout, product marketing, preparation of a Preliminary Design Report, final design and preparation of Contract Documents.*” The total amount of the agreement is \$638,280. The NYSERDA award amount (\$585,646), in addition to the mandatory 25% cost share by the Contractor of any dollars spent, is not sufficient to cover the cost of installing the project. Therefore the scope of this agreement, NYSERDA Agreement No. 30728, has been revised to cover only the planning, design and permitting services associated with the Sludge Disposal Process Modification.

NOTE: As mentioned above, the project submitted to the CFA included installation of a microturbine. However, it was determined that the Contractor's long term power purchase agreement with National Grid, which sets the pricing on electricity produced by the Contractor-owned hydro facility as well as the pricing for electricity used at the wastewater treatment plant, does not allow for generation of on-site electricity at the treatment plant. Therefore, the Sludge Disposal Process Modification will ultimately use biogas to fuel engine driven prime movers, such as pumps and blowers, rather than generating electricity.

The Contractor, shall be responsible for performing all of the work described herein either directly or through its subcontractor(s). Mr. Michael Sligar shall serve as the Contractor's Project Manager.

### ***Preliminary Design Phase***

#### **Task 1 - Project Kick-Off Meeting**

The Contractor shall convene a project kick-off meeting to which the NYSERDA Project Manager and relevant parties are invited.

*Task 1 Deliverable: Minutes of Project Kick-off Meeting submitted to the NYSERDA Project Manager.*

#### **Task 2 - Data Collection and Review**

The Contractor shall collect existing data with regard to sludge quantity and characteristics, digester gas, sources of outside waste, utility agreements, utility bills, and other information required to prepare the Preliminary Design Report.

*Task 2 Deliverable: Progress report summarizing findings of Data Collection and Review submitted to the NYSERDA Project Manager.*

#### **Task 3 - Identification and Evaluation of Alternatives**

The Contractor shall develop a list of technologies capable of meeting the goals of the project including: anaerobic digester modifications; methane gas conversion to usable mechanical energy; and retirement/cessation of sludge incineration operations.

- Anaerobic Digester Modifications - Thermophilic digestion alternatives will be assessed primarily, but alternatives such as pasteurization and thermal hydrolysis will also be considered. The potential of using mechanical gravity deck thickener, centrifuge, or screw press for waste activated sludge (WAS) thickening will also be assessed; as will improvements to the existing perth gas mixing system.
- Methane Gas Conversion to Usable Mechanical Energy - Alternative gas scrubbing and prime mover technologies will be assessed; as will systems within the facilities that could beneficially employ the mechanical energy produced (e.g., raw wastewater pumps, trickling filter pumps and activated sludge aeration blowers).

- Retirement/Cessation of Sludge Incineration Operations - Various procedures for retiring the equipment (and associated costs) will be assessed; as will re-establishing the heating system for the sludge disposal building.

Once the list has been developed, the Contractor shall screen the alternatives based on the following, as appropriate:

1. Ability to reliably produce Class A biosolids
2. Digester gas/energy production
3. Ease of modification (cost) to existing facilities
4. Cost effectiveness
5. Operability
6. History of full scale operation in U.S.

The Contractor shall then perform an analysis that considers capital costs and operation/maintenance costs, compared in a 20 year present worth analysis. Ultimately, the Contractor shall select the most cost-effective, reliable technology(ies) capable of meeting the project goals.

*Task 3 Deliverable: Progress report summarizing findings of Alternatives Evaluation submitted to the NYSERDA Project Manager.*

#### Task 4 - Basis of Design

Following the detailed evaluation of alternatives and selection of the recommended process improvements, the Contractor shall prepare a recommended basis of design. The basis of design shall include a summary of sizing criteria for the recommended facilities and also a summary of the existing digester tanks, pumps, piping, recirculation systems, mixing systems, boilers, heat exchangers, gas conversion with appropriate mechanical system's adaptation, and related equipment and systems. The Contractor shall also:

1. Complete an energy balance to determine design quantities of digester gas production, energy conversion, and heat recovery;
2. Prepare a process schematic to illustrate new equipment and piping, as well as modifications to existing equipment and piping; and
3. Update the estimated cost of the total project.

*Task 4 Deliverable: Progress report summarizing the Basis of Design submitted to the NYSERDA Project Manager.*

#### Task 5 - Biosolids Reuse Marketing Analysis

Contracted Land Application: The Contractor shall evaluate current biosolids analytical data including nutrients, heavy metals and other required parameters, and compare these to the classification requirements of the treated biosolids product (Class A vs. Class B). The Contractor shall interview local, regional, and national land application companies to determine a realistic contracted land application cost

(on a per wet ton basis) for the biosolids. The Contractor shall establish a range of biosolids distribution costs (on a per ton and annual basis).

In-House Land Application: The Contractor shall complete demographic research within the agricultural and horticultural industries, as well as potential soil reclamation projects at, on or near sandy surface soils in the Greater Fort Drum area, from which a list of potential biosolids end users will be developed. The Contractor shall develop the projected costs of an in-house land application program based on projected land access, staffing and equipment requirements, and similar programs developed elsewhere.

*Task 5 Deliverable: Progress report summarizing findings of Biosolids Reuse Marketing Analysis submitted to the NYSERDA Project Manager.*

#### Task 6 - Project Funding

The Contractor shall pursue appropriate funding opportunities, including low interest loans through the New York State Revolving Fund, for installing and commissioning the Sludge Disposal Process Modification.

*Task 6 Deliverable: Progress report summarizing funding opportunities identified for installing and commissioning the Sludge Disposal Process Modification submitted to the NYSERDA Project Manager.*

#### Task 7 – Permitting Requirements

The Contractor shall summarize the New York State and federal permit requirements as required for implementing the project including State Environmental Quality Review Act (SEQRA) State Pollutant Discharge Elimination System (SPDES) permit modifications for the recommended solids treatment revisions, United State Environmental Protection Agency (USEPA) sewage disposal modifications for the change from incineration to thermophilic anaerobic digestion (TAD), and generation of a Class A biosolids and the permitting associated with beneficial reuse of Class A biosolids material. The Contractor shall submit drafts of the permit applications to the New York State Department of Environmental Conservation (NYSDEC) and federal agencies as appropriate.

*Task 7 Deliverable: Progress report summarizing permitting requirements and confirming submittal of draft permits to appropriate agencies, submitted to the NYSERDA Project Manager.*

#### Task 8 - Preliminary Design Report

Following completion of Tasks 1 through 7, the Contractor shall prepare a Preliminary Design Report which summarizes all the findings associated with data collection and review, proposed basis of design, biosolids reuse and marketing analysis. The Preliminary Design Report shall also include a summary of capital construction costs, annual operation and maintenance costs, electrical expenses that are offset, cost savings with the discontinuance of sludge incineration operations, and biosolids reuse revenue. The operation and maintenance costs will include those associated with the anaerobic digestion process, as well as the gas recovery, gas treatment, conversion to mechanical energy and mechanical systems utilization facilities.

*Task 8 Deliverable: Progress report summarizing salient findings of Preliminary Design Report submitted to the NYSERDA Project Manager.*

### ***Final Design Phase***

#### **Task 9 – Final Drawings and Specifications**

The Contractor shall prepare Drawings and Specifications for review and comment at the 30 percent, 60 percent, and 95 percent design completion points. Ultimately, the Contractor shall develop Final (100%) Drawings and Specifications. The scope of the Drawings and Specifications shall include:

- a. Decommissioning and demolition of the existing sewage sludge incinerator and ancillary components.
- b. New heating and ventilating system improvements to the existing Sludge Disposal Building.
- c. Replacement of existing sludge conveyor system for dewatered sludge transfer to truck loading.
- d. Modifications to the existing anaerobic digesters to operate in a temperature phased anaerobic digestion (TPAD) configuration with Primary Digester No. 1 as a thermophilic digester and Primary Digester No. 2 as a mesophilic digester.
- e. Modifications to the digesters heating system to Primary Digester No. 2 including:
  - i. Replacement of the existing gas mixing system with a new digester mixing system for Primary Digester Nos. 1 and 2.
  - ii. Installation of insulation to Primary Digester No. 2 cover to minimize heat loss.
- f. Construction of a new digester gas engine driven raw sewage pumps with digester gas treatment system for removal of moisture, H<sub>2</sub>S and siloxane and heat recovery for sludge and/or building heat, if feasible.

*Task 9 Deliverables: Progress reports summarizing status of 30 percent, 60 percent, and 95 percent design completion points; as well as Final (100%) Drawings and Specifications submitted to the NYSERDA Project Manager.*

#### **Task 10 – Lead, Asbestos and Polychlorinated Biphenyl (PCB) Testing and Abatement**

The Contractor shall prepare a test report and contract specifications for removing and disposing of lead, asbestos and PCBs, as applicable.

*Task 10 Deliverable: Progress report summarizing findings of test report and status of contract specifications for removing and disposing of lead, asbestos and PCBs, as applicable, submitted to the NYSERDA Project Manager.*

Task 11 – State Environmental Quality Review Act (SEQRA) SPDES Permit Modification

The Contractor shall submit the final State Environmental Quality Review Act (SEQRA) SPDES permit modification to the NYSDEC.

*Task 11 Deliverable: Progress report confirming submittal of final SEQRA SPDES Permit Modification (to NYSDEC) to the NYSERDA Project Manager.*

Task 12 – Permitting

The Contractor shall submit the final NYSDEC Part 360 and USEPA Part 503 Permits to the appropriate agencies.

*Task 12 Deliverables: Progress report confirming submittal of final NYSDEC Part 360 and USEPA Part 503 permits (to appropriate agencies) to the NYSERDA Project Manager.*

Task 13 – Biosolids Disposal Contract

The Contractor shall prepare the required documentation associated with the Biosolids Disposal Contract.

*Task 13 Deliverable: Progress report summarizing status of Biosolids Disposal Contract to NYSERDA Project Manager.*

Task 14 - Annual Metrics Reporting

On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated benefits that are realized by the project. The Contractor shall provide metrics in accordance with the Attachment A-1 Information Dissemination Reporting Form.

*Task 14 Deliverable: Annual metrics reports*

## MILESTONE PAYMENT SCHEDULE

### CITY OF WATERTOWN: SLUDGE DISPOSAL PROCESS MODIFICATION PROJECT

	Milestone Payment Amounts			Milestone Payment Date
	NYSERDA Share	Local Share	Total Amount	
<b>Preliminary Design Phase</b>				
Task 1 – Project Kick-Off Meeting	\$12,754	\$1,146	\$13,900	June 2013
<ul style="list-style-type: none"> <li>• Final payment for this task will be made upon final submission of minutes of project kick-off meeting to the NYSERDA Project Manager.</li> </ul>				
Task 2 – Data Collection and Review	\$10,432	\$938	\$11,370	July 2013
<ul style="list-style-type: none"> <li>• Final payment for this task will be made upon final submission of progress report summarizing the findings of the data collection and review task to the NYSERDA Project Manager.</li> </ul>				
Task 3 – Identification and Evaluation of Alternatives	\$57,208	\$5,142	\$62,350	July 2013
<ul style="list-style-type: none"> <li>• Final payment for this task will be made upon final submission of progress report summarizing the findings of the alternatives evaluation task to the NYSERDA Project Manager.</li> </ul>				
Task 4 – Basis of Design	\$14,084	\$1,266	\$15,350	August 2013
<ul style="list-style-type: none"> <li>• Final payment for this task will be made upon final submission of progress report summarizing the basis of design task to the NYSERDA Project Manager</li> </ul>				
Task 5 – Biosolids Reuse Marketing Analysis	\$24,241	\$2,179	\$26,420	August 2013
<ul style="list-style-type: none"> <li>• Final payment for this task will be made upon final submission of progress report summarizing the findings of the biosolids reuse marketing analysis to the NYSERDA Project Manager.</li> </ul>				
Task 6 – Project Funding	\$7,580	\$680	\$8,260	Sept 2013
<ul style="list-style-type: none"> <li>• Final payment for this task will be made upon final submission of progress report summarizing the project funding opportunities identified for installing and commissioning the Sludge Disposal Process Modification submitted to the NYSERDA Project Manager.</li> </ul>				
Task 7 – Permitting Requirements	\$4,707	\$423	\$5,130	Sept 2013
<ul style="list-style-type: none"> <li>• Final payment for this task will be made upon submission of progress report summarizing permitting requirements and confirming submittal of draft permit applications (to appropriate agencies) to the NYSERDA Project Manager.</li> </ul>				
Task 8 – Preliminary Design Report	\$16,057	\$1,443	\$17,500	Sept 2013
<ul style="list-style-type: none"> <li>• Final payment for this task will be made upon final submission of progress report summarizing the salient findings of the preliminary design report to the NYSERDA Project Manager.</li> </ul>				
<b>Total Preliminary Design Phase</b>	<b>\$147,063</b>	<b>\$13,217</b>	<b>\$160,280</b>	

**Milestone Payment Amounts**

Final Design Phase	NYSERDA Share	Local Share	Total Amount	Milestone Payment Date	
Task 9 – Final Drawings and Specifications					
<ul style="list-style-type: none"> <li>• Payment for this task will be made in partial payments upon submission of progress reports summarizing status of: 30%, 60% and 95% design completion points; as well as Final (100%) Drawings and Specifications to the NYSERDA Project Manager.</li> </ul>	<u>% Complete</u>				
	30	\$114,692	\$10,308	\$125,000	Nov 2013
	60	\$114,692	\$10,308	\$125,000	Jan 2014
	90	\$114,692	\$10,308	\$125,000	April 2014
	100	\$40,188	\$3,612	\$43,800	May 2014
Task 10 – Lead, Asbestos and PCB Testing and Abatement					
<ul style="list-style-type: none"> <li>• Payment for this task will be made in partial payments upon submission of progress reports summarizing status of the following to the NYSERDA Project Manager: <ul style="list-style-type: none"> <li>-Lead Asbestos and PCB Test Report</li> <li>-Lead Asbestos and PCB Abatement Design</li> </ul> </li> </ul>		\$9,634	\$866	\$10,500	Sept 2013
		\$9,634	\$866	\$10,500	Sept 2013
Task 11 – Final SEQRA SPDES Permit Modification Submittal					
<ul style="list-style-type: none"> <li>• Final payment for this task will be made upon submission of a progress report confirming submittal of final SEQRA SPDES permit modification (to NYSDEC) to the NYSERDA Project Manager.</li> </ul>		\$5,046	\$454	\$5,500	Sept 2013
Task 12 – Permitting					
<ul style="list-style-type: none"> <li>• Final payment for this task will be made upon submission of a progress report confirming submittal of final NYS Part 360 and USEPA Part 503 permit applications (to appropriate agencies) to the NYSERDA Project Manager.</li> </ul>		\$20,370	\$1,830	\$22,200	Sept 2013
Task 13 – Biosolids Disposal Contract Assistance					
<ul style="list-style-type: none"> <li>• Final payment for this task will be made upon submission of progress report summarizing the status of the biosolids disposal contract to the NYSERDA Project Manager.</li> </ul>		\$9,635	\$865	\$10,500	Sept 2013
<b>Total Final Design Phase</b>		<b>\$438,583</b>	<b>\$39,417</b>	<b>\$478,000</b>	

**The Contractor may not alter the distribution of compensation between individual tasks unless a formal modification to this Agreement is executed which will depend on approval by the NYSERDA Project Manager. All invoices submitted for payment from the Contractor must include evidence of the cost-share described above in order to qualify for the associated milestone payment.**

# Information Dissemination Reporting Form

Company Name

Contract Number

Reporting Year

Report Contact Name

Report Contact Email

Please fill in all information for activities that occurred in the reporting year (calendar year) to the best of your knowledge and email the completed form

## Information Dissemination

<input type="checkbox"/>	<i>Add Metric</i>		
<input checked="" type="checkbox"/>	Event Type	# of Attendees	Name of Event
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Name of Presentation (If Applicable)	Name of Organization Hosting the Event	
	<input type="text"/>	<input type="text"/>	

Additional Notes

## Publications

<input type="checkbox"/>	<i>Add Metric</i>		
<input checked="" type="checkbox"/>	Date	Title	Periodical Name
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Policy Development	Names of Authors (First & Last Name)	Publication Type
<input type="checkbox"/>	Check if publication was cited in gov. policy	<input type="text"/>	<input type="text"/>

Additional Notes

Check if this information is accurate and complete to the best of your knowledge

## Form Data Definitions

Event Type	
Value Option	Definition
Website	Website where contract content is posted. Can include YouTube and social networking sites.
Conference	A meeting of people that "confer" about a topic
Workshop	A brief intensive course, a seminar or a series of meetings emphasizing interaction and exchange of information
Training	The acquisition of knowledge, skills, and competencies as a result of the teaching of vocational or practical skills and knowledge that relate to specific useful competencies.
Media Event	An occasion that attracts prominent coverage by mass media organizations, particularly television news/programs and newspapers in both print and Internet editions.
Publication Type	
Value Option	Definition
Citation	Quotation of a research study or article in another publication
Final/Technical Report	Detailed report of the results of a research study funded by NYSERDA
Newsletter	A regularly distributed publication generally about one main topic that is of interest to its subscribers
Newspaper Article	An article published in a print or Internet news medium.
Primer	A publication that teaches basic principles of a specific subject area.
Publication	An issue of printed material offered for distribution.
Summary	A comprehensive and usually brief abstract.

EXHIBIT B

REVISED 9/06

STANDARD TERMS AND CONDITIONS  
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

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

1. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

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

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

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

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit B, the terms of this Exhibit B shall control.

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

8. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

9. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

10. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

11. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

12. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

13. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a. Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b. Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c. Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.
- d. Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.
- e. NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

**Exhibit C**

**NYSERDA Report Format and Style Guide**

# Purpose

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This document explains how to prepare a technical report for the New York State Energy Research and Development Authority (NYSERDA), including typesetting and formatting procedures, and provides electronic data-transfer information.

The finished report deliverable will be published by NYSERDA. Please direct questions about format and style to Diane Welch of NYSERDA's Marketing Services unit at: (518) 862-1090, ext. 3276, or via e-mail: [dlw@nyserda.org](mailto:dlw@nyserda.org).

## Americans with Disabilities Act (ADA) Accessibility Compliance

As a State Authority, NYSERDA is obligated, under Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, to ensure that all documents published on NYSERDA's website are accessible.

To meet the needs of persons with visual disabilities, reports must be in a format that allows for conversion of written words of an electronic document into speech, thus allowing the person with a visual disability to hear the text. The formatting of these documents is critical to the success of the conversion from text to speech. Reports submitted to NYSERDA must meet the following requirements:

- Format documents using Microsoft Word Styles
- Use headings in the document
- Use Alternate Text (Alt Text) for images and objects
- Provide captions for all tables, images, and figures
- Use contextual links, do not use long URLs or "click here"

For more information about how to make a document accessible, please refer to <http://www.nyserda.org/resources/>

## Page Format

Proper page setup is essential to ensure that your report is published accurately and efficiently. Textual material should be created in Microsoft Word. While other word-processing programs may be able to be converted, file corruption may occur during the process. Reports that are to be published on the web must be submitted as either a Microsoft Word document, or a fully accessible PDF in NYSERDA's approved format, which contains all of NYSERDA's Marketing Department editorial changes.

- Left and Right margins should be set at 1.25 inches; Top and Bottom margins should be set at 1-inch
- Use left-hand justification only
- Spacing should be 1.5 lines
- Block-style paragraphs should be used, with no indentation (except for fifth-level headings, which should be blocked on the left; see Heading Styles on page 6 of this guide)
- There should be 10pt of space between a paragraph and the heading that follows. (Note: the spacing above and below a paragraph or heading should be controlled by the use of Styles, and not through the use of hard or soft returns)

# Report Format and Pagination

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## Required Components

The following items are required in all technical reports and should be paginated in the following sequence:

- Title page (no page number)
- Notice (no page number)
- Abstract and Keywords (iii)
- Acknowledgments (optional) (iv)
- Table of Contents, including listings of figures and tables (v)
- Summary (S-1)
- Main Text listed by section number (1-1; 2-1)
- Appendices (A-1; B-1)

Note: Each subsequent section or chapter must begin on a new page, but it is not necessary to start each new section on a right hand (recto) page.

## Title Page

The following information is required:

- Report title and type of report (i.e., final, interim, or summary)
- Name of NYSERDA project manager(s)
- Corporate name, city, and state of contractor(s), including contact person(s) or project manager(s)
- Project co-sponsors, including contact person(s) or project manager(s)
- NYSERDA Agreement number (e.g., NYSERDA 10902)

The image shows a title page layout for a report. The text is centered and reads:

NYSERDA  
REPORT FORMAT AND STYLE GUIDE  
Final Report

Prepared for

THE NEW YORK STATE  
ENERGY RESEARCH AND DEVELOPMENT AUTHORITY  
Albany, NY

Richard E. Hale  
Project Manager

Prepared by

THE NEW YORK STATE  
ENERGY RESEARCH AND DEVELOPMENT AUTHORITY  
Albany, NY

Richard E. Hale  
Project Manager

EX-C-RFSG-2010

At the bottom left, there is a recycling symbol followed by the text: NYSERDA Exhibit C-2010. At the bottom right, the text reads: October 2010.

## **Notice**

All technical reports are required to contain one of the following legal notices or disclaimers:

When NYSERDA is the project's sole sponsor, this notice must be used:

### **NOTICE**

This report was prepared by Insert Preparer's Name in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority (hereafter NYSERDA). The opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, NYSERDA, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. NYSERDA, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

When there are project co-sponsors in addition to NYSERDA, use the following notice instead:

### **NOTICE**

This report was prepared by Insert Preparer's Name in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority and the Insert Co-Sponsor (hereafter the "Sponsors"). The opinions expressed in this report do not necessarily reflect those of the Sponsors or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, the Sponsors and the State of New York make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. The Sponsors, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

## **Abstract and Keywords**

The Abstract is a brief, approximately 200-word description of project objectives, investigative methods used, and research conclusions or applications. This information will be used when NYSERDA registers the report with the [New York State Library](#) (NYSL), and the [Library of Congress](#) (LOC). A list of keywords that describe the project and identify the major research concept should be submitted with the report. Four to six precise descriptors are generally sufficient and will be used for indexing, registering, and distributing the report through NTIS.

## Acknowledgments

The Acknowledgments must precede the Table of Contents and is generally no longer than two paragraphs in length.

## Table of Contents

The Table of Contents should list section numbers, titles, second-level headings, and their page numbers. Third-level headings also may be listed. If the report contains five or more figures or tables, they should be listed using the style of the Table of Contents. (Reference the "Table of Contents" style in the styles menu of the NYSERDA report Template).

<b>Table of Contents</b>	
<u>Section</u>	<u>Page</u>
Summary .....	S-1
Getting Started .....	1
Purpose .....	1
Page Format .....	1
ADA Accessibility Requirements .....	2
Background .....	2
What is an Accessible Document? .....	2
What is NYSERDA's Responsibility? .....	3
Terminology .....	3
Report Format and Pagination .....	4
Pagination .....	4
Title Page .....	4
Notice .....	4
Abstract and Keywords .....	5
Acknowledgments .....	6
Table of Contents .....	6
Headers and Footers .....	6
Footnotes .....	6
Hyperlinks .....	6
Illustrations .....	7
Images (Photograph) .....	7
Graphics (Logo or Figure) .....	7
Charts or Diagrams .....	7
Captions .....	7
Styles .....	9
Font Styles and Formatting .....	9
Using Styles to Add Structure .....	9
Common Styles .....	9
Headings .....	9

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v

  
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## Headers and Footers

In addition to using paragraph styles to organize and define the structure of a document, elements such as page numbers, notes, and citations should be placed within a header or footer. These should not be inserted manually because they will not be included within the marked-up structure of the document (for example typing out the number 1, 2, 3, etc. at the top or bottom of every page to insert as page numbers). To add a header or footer to a document, select “Header,” “Footer,” or “Page Number” from the “Header and Footer” groups on the “Insert” tab.

## Footnotes

If possible, please substitute parenthetical in-line text for footnotes in Word to generate a tagged PDF. Any footnoted text will be read out loud by a screen reader immediately after its reference, as if it were inserted inline rather than positioned at the bottom of the page. If inserting parenthetical in-line text is not conducive to your report type, and you are not using Microsoft Word 2007 or higher, the footnotes will not be properly linked to the referenced text when read by the screen reader.

## Hyperlinks

Make sure that all hyperlinks are clearly described in the text surrounding the link. Do not use “Link” or “Click here.” Ensure that the text in the link tells the readers what they are going to find if they click on the link. Listing the URL to a website as a link, for example <http://www.nyserda.org>, is preferred.

## Illustrations

This section explains how to insert an image, photograph, logo, figure, chart or diagram.

- Select the “Insert” tab
- Choose “Picture”
- Browse to the image or graphic
- Click “Insert”

### *Images (Photograph)*



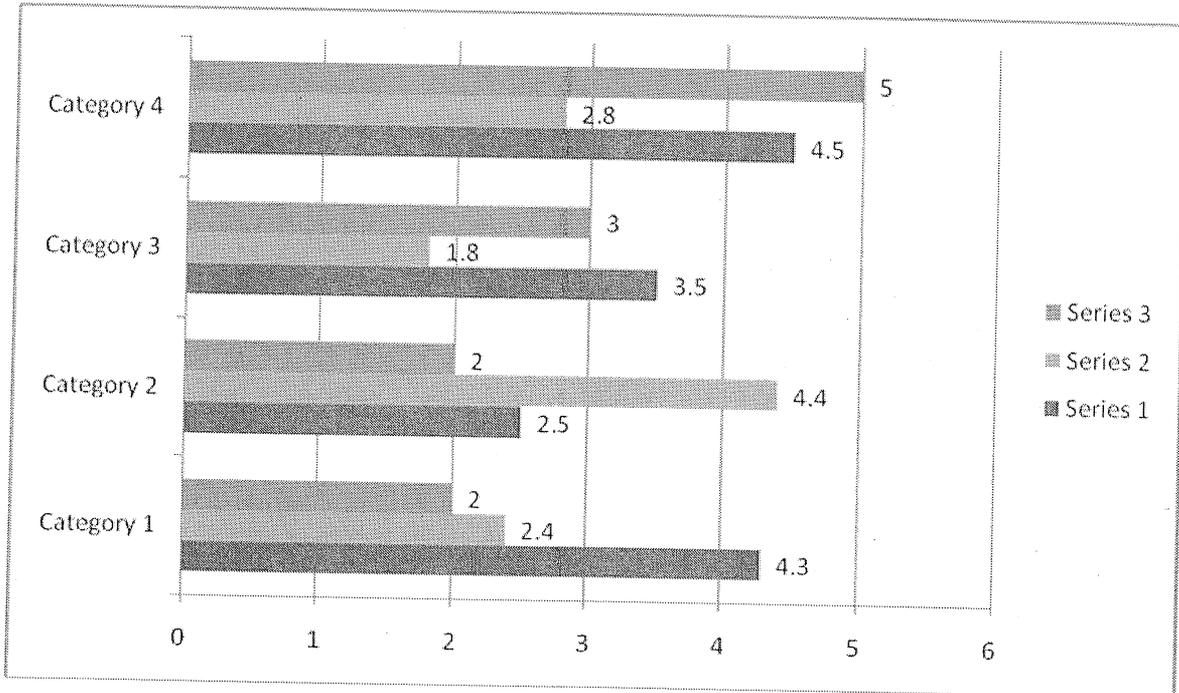
## Graphics (Logo or Figure)



Note 1: Images without substantive content should not have any Alternate Text.

Note 2: Background images or watermarks do not have to be tagged. When the document is converted to a PDF file, these images will not be detected by the screen reader.

## Charts or Diagrams



## Captions

Ensure that the caption text is descriptive, not just a label. Please consider the following examples:

Do not use: "This is a photo of a steam plant."

Use: "The photo shows the location of the filtering system mounted to the primary stack that collects particulates and unburned gases, which are then rerouted through the secondary burner."

Do not use: "This is Figure 12."

Use: "Figure 12 shows that 17% of the targeted age group in the Astoria neighborhood of Queens has participated in this program, versus 43% of the targeted age group in the Park Slope neighborhood of Brooklyn who first participated in an energy-savings competition."

Photographs, figures, charts, and graphs must be explained in Alt Text for the visually impaired reader.

In some circumstances, it may be necessary to import tables as images. When this is the case, Alt Text must also be included (refer to [NYSEERDA's ADA Accessibility Requirements](http://www.nyserda.org/Resources/ADA-Accessibility-Requirements.pdf) document located at:

<http://www.nyserda.org/Resources/ADA-Accessibility-Requirements.pdf> on NYSEERDA's website for assistance with Alt Text).

To insert a caption, right click on the object and select "Insert Caption."

Captions for tables are traditionally inserted above the table

Captions for images and figures are traditionally inserted below the image

## Tables and Figures

Tables and figures must be numbered sequentially and titled individually

Place tables and figures as close as possible to the text in which they are mentioned

Distinguish tables from the text by using a table style

Cite a source if the tabular material or figure content has not been generated by the contractor

Figure captions should be complete sentences when appropriate

Use "Figure 1," not "Fig. 1," or "Table 1." in the text, as well as for captions. Examples:

“Table 1 details demand-side management options”

“As shown in Figure 1, the demand-side management program offers numerous options”

Figure captions should use the style “Strong”:

**Figure 1. Demand-Side Management Options in New York State.**

Unless generated by the contractor, a source should always be cited. The figure source should appear after the caption:

Source: Lawrence Berkeley Laboratory)

Photographs and drawings should only be inserted if they are meaningful to the report. The following styles are typically used:

Black-and-white line drawings

Clear halftones (black-and-white photographs)

Color artwork and photos

# Styles

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## Font Styles and Formatting

All text elements should be set in 10-point Times New Roman; all caption, tables, and figures elements should be in 10-point Arial or Helvetica.

The format of selected text in the document text can be easily changed by choosing a look for the selected text from the “Quick Styles” gallery on the Home tab. One also can format text directly by using the other controls on the “Home” tab. Most controls offer a choice of using the look from the current theme or using a format that is specified directly.

## Using Styles to Add Structure

Microsoft Word does a good job of encouraging the proper use of Styles. The “Styles” group is found on the “Home” Tab. To change a section of text, simply select the text and click on the appropriate style. In addition to making the document look better, “Styles” also allows for the creation of automatic PDF bookmarks, TOC links, and PDF tags.

## Common Styles

### *Headings*

Microsoft Word has nine built-in “Heading” styles. They are called Heading 1, Heading 2, etc. A person would use the “Heading” styles to indicate major headings in a document. Use Heading 1 to indicate a top-level heading. If there is a sub-heading for Heading 1, use Heading 2. If there is a sub-heading for Heading 2, use Heading 3, and so on. Again, it is adding structure to the document and, structurally, the headings should be used in order. For example, do not use Heading 1, then Heading 3 simply because the writer likes the way Heading 3 is formatted. Instead, modify Heading 2 to the writer's liking and use Heading 2 before using Heading 3.

### *Numbered Lists*

The “List Number” style can be used when there is a numbered list. Do not use the buttons on the toolbar to indicate a numbered list. The “List Number” style is more stable and will be easier to maintain.

### *Bulleted Lists*

The “List Bullet” style can be used when there is a list of items, and order does not matter. If the order of the list items is important, use the “List Number” style instead. Do not use the buttons on the toolbar to indicate a bulleted list.

## ***Emphasis***

The “Emphasis” style can be used to indicate that a word(s) are important. The default format for the “Emphasis” style is italic. Visually, using the “Emphasis” style on a word or words looks the same as if the writer simply clicked the italic button on the formatting toolbar. However, for someone using a screen reader, it can tell the individual that the writer thinks that word or words are important. A screen reader user will not know if a word is simply italicized, but with the “Emphasis” style, a screen reader user could “learn” that the writer has emphasized that particular text.

## ***Strong***

The “Strong” style is similar to the “Emphasis” style except that the default format is bold. It gives structure to words, rather than simply changing the way a word or words look.

## ***Title***

The “Title” style is used to indicate the title of the document. There should be only one “Title” style in use in a given document.

## ***Body Text or Normal***

The “Body Text” style can be used to indicate the text in the body of the document. The “Normal” style is very similar and can be used instead of the “Body Text” style.

## **Creating New Styles**

If [NYSERDA's Report template](#) does not encompass every style required in your report, you can create additional styles for formatting. There are two ways to do this: “New Styles” or “New Quick Styles.” To create a new style:

- Click the “Styles” dialog box
- Click the “New Style” button
- Complete the “New Style” dialog box

At the bottom of that dialog box, one can choose to add this to the “Quick Style” list or to make it available only in this document. Please note that you should not be changing NYSERDA's template styles, as these are the approved formatting for NYSERDA published documents.

## **Tips**

Do not fling formatting at text. “Flinging” means creating a style that looks like a heading or subheading, but really is a different font style, size, bold, italicized, etc.

Screen reading software will read the document as one long series of paragraphs with no differentiation for new topics unless properly formatted with Heading Styles. (Imagine reading a textbook with no difference in text from one paragraph to the next.)

When documents are converted to other formats (HTML, PDF, PowerPoint, etc.), the heading structure is retained automatically.

# ***Copyrights***

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## **Intellectual Property**

All material borrowed or adapted from other sources should be properly identified (i.e., document, source, date, and page). The contractor must obtain and submit to NYSERDA the copyright owner's written permission to use any illustrations, photographs, tables, figures, or substantial amounts of text from any other publication.

# Report Submission Guidelines

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## Report Submission Guidelines

No printed drafts of the report are required. An electronic Word version must be submitted to your NYSERDA Project manager. After review by your Project Manager and Marketing Services staff, a final draft will be returned to the contractor for review, additional corrections, and approval. The contractor is responsible for satisfactorily addressing technical comments from NYSERDA and other co-sponsors. When making editorial corrections, the contractor must ensure that technical content is not compromised. After editorial corrections have been made, the contractor must submit a final electronic "Word" version of the final report. Material may be submitted using one of the following methods:

### FTP Site:

Install a Secure File Transfer Protocol (SFTP) client. (We recommend [Filezilla](http://filezilla-project.org/download.php) (<http://filezilla-project.org/download.php>))

The following are NYSERDA's SFTP credentials:

Host: 66.109.33.102

Port: 49122

Server Type: SFTP

Logon Type: Normal

User: NYSERDA-General

Password: yedg!n

Email: to your project manager, or NYSERDA's Marketing department: [print@nyserda.org](mailto:print@nyserda.org)

Compact disc (CD-ROM):

NYSERDA — Marketing Services

Attn: Diane Welch

17 Columbia Circle

Albany, New York 12203-6399

If you are unable to meet these electronic transfer requirements prior to submitting your report, please contact Diane Welch of NYSERDA's Marketing Services unit at: (518) 862-1090, ext. 3276, or via e-mail: [dlw@nyserda.org](mailto:dlw@nyserda.org).

New York State Energy Research and  
Development Authority  
Marketing and Economic Development  
17 Columbia Circle  
Albany, New York 12203-6399

August 2011

EXHIBIT D

PART 504

PROMPT PAYMENT POLICY STATEMENT

Section 504.1 Purpose and applicability.

- (a) The purpose of this Part is to implement section 2880 of the Public Authorities Law by detailing the authority's policy for making payment promptly on amounts properly due and owing by the authority under contracts. This Part constitutes the authority's prompt payment policy statement as required by that section.
- (b) This Part generally applies to payments due and owing by the authority to a person or business in the private sector under a contract it has entered into with the authority on or after May 1, 1988. This Part does not apply to payments due and owing:
- (1) under the Eminent Domain Procedure Law;
  - (2) as interest allowed on judgments rendered by a court pursuant to any provision of law except Section 2880 of the Public Authorities Law;
  - (3) to the Federal government; to any state agency or its instrumentalities; to any duly constituted unit of local government, including but not limited to counties, cities, towns, villages, school districts, special districts or any of their related instrumentalities; to any other public authority or public benefit corporation; or to its employees when acting in, or incidental to, their public employment capacity;
  - (4) if the Authority is exercising a legally authorized set-off against all or part of the payment; or
  - (5) if other State or Federal law or rule or regulation specifically requires otherwise.

Section 504.2 Definitions. As used in this Part, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

- (a) "Authority" means the New York State Energy Research and Development Authority.
- (b) "Contract" means an enforceable agreement entered into between the Authority and a contractor.
- (c) "Contractor" means any person, partnership, private corporation, or association:
  - (1) selling materials, equipment or supplies or leasing property or equipment to the Authority pursuant to a contract;

(2) constructing, reconstructing, rehabilitating or repairing buildings, highways or other improvements for, or on behalf of, the Authority pursuant to a contract; or

(3) rendering or providing services to the Authority pursuant to a contract.

(d) "Date of payment" means the date on which the Authority requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a payment.

(e) "Designated payment office" means the Office of the Authority's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(f) "Payment" means provision by the Authority of funds in an amount sufficient to satisfy a debt properly due and owing to a contractor and payable under all applicable provisions of a contract to which this Part applies and of law, including but not limited to provisions for retained amounts or provisions which may limit the Authority's power to pay, such as claims, liens, attachments or judgments against the contractor which have not been properly discharged, waived or released.

(g) "Prompt payment" means a payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Part in order for the Authority not to be liable for interest pursuant to Section 504.6.

(h) "Payment due date" means the date by which the date of payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Part, in order for the Authority not to be liable for interest pursuant to Section 5.06.

(i) "Proper invoice" means a written request for a contract payment that is submitted by a contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as the Authority may reasonably require, including but not limited to any requirements set forth in the contract; and addressed to the Authority's Controller, marked "Attention: Accounts Payable," at the designated payment office.

(j) (1) "Receipt of an invoice" means:

(i) if the payment is one for which an invoice is required, the later of:

(a) the date on which a proper invoice is actually received in the designated payment office during normal business hours; or

(b) the date by which, during normal business hours, the Authority has actually received all the purchased goods, property or services covered by a proper invoice previously received in the designated payment office.

(ii) if a contract provides that a payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th

calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the contract requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced the Authority for the portion working, completed or delivered, the Authority will not be in receipt of an invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(k) "Set-off" means the reduction by the Authority of a payment due a contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the contractor to the Authority.

Section 504.3 Prompt payment schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Part, the date of payment by the Authority of an amount properly due and owing under a contract shall be no later than 30 calendar days, excluding legal holidays, after such receipt.

Section 504.4 Payment procedures.

(a) Unless otherwise specified by a contract provision, a proper invoice submitted by the contractor to the designated payment office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the designated payment office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by the Authority.

(b) The Authority shall notify the contractor within 15 calendar days after receipt of an invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; and

(3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If the Authority fails to notify a contractor of a defect or impropriety within the fifteen calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the contractor. If the Authority fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect

shall be that the payment due date shall be calculated using the original date of receipt of an invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, the Authority shall make payment, consistent with any such correction or resolution and the provisions of this Part.

Section 504.5 Exceptions and extension of payment due date. The Authority has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Part, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the payment due date:

(a) If the case of a payment which a contract provides will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by the contract or other State or Federal mandate has not been submitted to the Authority on a timely basis, then the payment due date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to the Authority and the date when the Authority has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the contractor is specifically required by the contract or by other State or Federal mandate, whether to be performed by or on behalf of the Authority or another entity, or is specifically permitted by the contract or by other State or Federal provision and the Authority or other entity with the right to do so elects to have such activity or documentation undertaken, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when any such activity or documentation has been completed, the Authority has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the contract, prior to payment, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when the State or Federal agency, or other contributing party to the contract, has completed the inspection, advised the Authority of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to the Authority, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when such funds are made available to the Authority.

Section 504.6 Interest eligibility and computation. If the Authority fails to make prompt payment, the Authority shall pay interest to a contractor on the payment when such interest computed as provided herein is equal to or more than ten dollars. Interest shall be computed and

accrue at the daily rate in effect on the date of payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a payment shall be computed for the period beginning on the day after the payment due date and ending on the date of payment.

Section 504.7 Sources of funds to pay interest. Any interest payable by the Authority pursuant to this Part shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related contract payment.

Section 504.8 Incorporation of prompt payment policy statement into contracts. The provisions of this Part in effect at the time of the creation of a contract shall be incorporated into and made a part of such contract and shall apply to all payments as they become due and owing pursuant to the terms and conditions of such contract, notwithstanding that the Authority may subsequently amend this Part by further rulemaking.

Section 504.9 Notice of objection. Unless a different procedure is specifically prescribed in a contract, a contractor may object to any action taken by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to the Authority. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the address set forth in Section 504.2(e). The Vice President of the Authority, or his or her designee, shall review the objection for purposes of affirming or modifying the Authority's action. Within 15 working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the contractor either that the Authority's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed 30 working days.

Section 504.10 Judicial Review. Any determination made by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Part or any other review procedure that may be specified in the contract or by other law, rule, or regulation.

Section 504.11 Court action or other legal processes.

(a) Notwithstanding any other law to the contrary, the liability of the Authority to make an interest payment to a contractor pursuant to this Part shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by the Authority after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Section 504.12 Amendments. These regulations may be amended by resolution of the Authority, provided that the Chair, upon written notice to the other Members of the Authority, may from time to time promulgate nonmaterial amendments of these regulations.

July 9, 2013

To: The Honorable Mayor and City Council

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

Subject: Alteri Pool Resurfacing Project Change Order No. 2

The pool resurfacing projects at the Alteri and Flynn Municipal pools are essentially complete. As the attached report from Civil Engineer II Wood indicates, the two pool drain covers at each pool had to be replaced. This work became necessary when the contractors removed the old marcite surface and found the pool drain covers, at both the Flynn and Alteri Pools, were in need of replacement. Mid-America Pool Renovation, Inc. supplied the pool drain covers for both pool projects. This work was not anticipated or included in the original contract.

The purchase and installation of four (4) Virginia Graeme Baker Compliant pool drain covers will increase the cost of the contract by \$1,350, to a total cost of \$116,750. This work has already been completed so as not to delay the opening of the pools to the public. A transfer from the General Fund will be made to cover the change order.

Staff will be available at the meeting to answer any questions Council may have on this change order.

# RESOLUTION

Page 1 of 1

Approving Change Order No, 2 to Agreement, Mid-America Pool Renovation, 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***

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WHEREAS on August 6, 2012 the City Council of the City of Watertown approved a bid by Mid-America Pool Renovation, Inc. in the amount of \$115,400 for the resurfacing of the Stephen D. Alteri Municipal Pool, and

WHEREAS on December 2, 2012, the City Council of the City of Watertown approved Change Oder No. 1 to the contract between the City and Mid-American Pool Renovation, Inc. for no additional cost, but to extend the timeframe for completion of the work, and

WHEREAS Civil Engineer II Justin Wood has submitted Change Order No. 2 to the contract for consideration by the City Council, and

WHEREAS Change Order No. 2 will increase the cost of the project by \$1,350 to a total contract price of \$116,750 for the purpose of purchasing four (4) Virginia Graeme Baker Compliant pool drain covers;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order No. 2 to the contract with Mid-American Pool Renovations, Inc. for the resurfacing of the Stephen D. Alerti Municipal Pool, increasing the total cost of the project by \$1,350 to a total contract price of \$116,750, a copy of which is attached and made part of this resolution, and

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

***Seconded by***



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 2 July 2013

TO: Sharon Addison, City Manager

FROM: Justin Wood, Civil Engineer II *jm*

SUBJECT: Alteri Pool Resurfacing Project – Change Order #2

Enclosed is Change Order #2 for the Steven D. Alteri Municipal Pool Resurfacing Project in the amount of \$1,350.00. Mid-America Pool Renovation, Inc. was awarded the \$115,400.00 Alteri Pool project on August 6, 2012 to install a new quartz surface on the interior of the pool. Change Order #2 will increase the contract price to \$116,750.00.

During the removal of the existing marcite surface, the Alteri pool drain covers were found to be in need of replacement. The William J. Flynn Pool drain covers, which are of the same age and style, were also found to be in poor condition. This was not anticipated nor included in the original contract. Therefore, Mid-America Pool Renovation, Inc. was authorized to purchase (4) four Virginia Graeme Baker Compliant pool drain covers, two for each pool, to avoid delaying completion of the project.

Mid-America Pool Renovation, Inc. installed the two replacement pool drain covers at the Alteri Pool, and supplied Leisure Craft Pools with two replacement pool drain covers to install at the Flynn Pool. The prompt authorization and delivery of the pool drain covers allowed both contractors to finish installation of the new surface in time to meet Parks and Recreation's schedule for opening the pools.

Please prepare a resolution for Council consideration.

Cc: Erin Gardener, Superintendent of Parks and Recreation  
Kurt Hauk, City Engineer  
Jim Mills, Comptroller  
File

WATERTOWN CITY ENGINEERING DEPT  
 JUN 27 2013

# Change Order

No. 2

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: Watertown Swimming Pools Resurfacing Project	Owner: City of Watertown, NY	Owner's Contract No.:
Contract: Steven D. Alteri (Municipal Swimming Pool)		Date of Contract: September 14, 2012
Contractor: Mid-America Pool Renovation, Inc.		Engineer's Project No.:

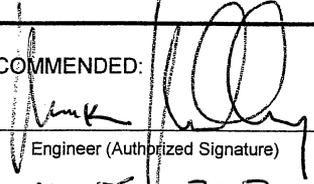
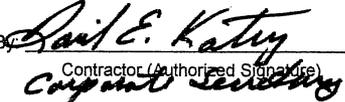
**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: The Contract work shall be altered to include the addition of the supply of four (4) 18"x18" Lawson Main Drain Frames and Grates. These covers will meet all VGB requirements

Attachments: None

Schedule 3) Schedule of Values

<p><b>CHANGE IN CONTRACT PRICE:</b></p> <p>Original Contract Price:  <u>\$115,400.00</u></p> <p>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:  <u>\$ _____</u></p> <p>Contract Price prior to this Change Order:  <u>\$115,400.00</u></p> <p>[Increase] of this Change Order:  <u>\$1,350.00</u></p> <p>Contract Price incorporating this Change Order:  <u>\$116,750.00</u></p>	<p><b>CHANGE IN CONTRACT TIMES:</b></p> <p>Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days          Substantial completion (days or date): <u>October 31, 2012</u>          Ready for final payment (days or date): _____</p> <p>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:          Substantial completion (days): _____          Ready for final payment (days): _____</p> <p>Contract Times prior to this Change Order:          Substantial completion (days or date): _____          Ready for final payment (days or date): _____</p> <p>Increase of this Change Order:          Substantial completion (days or date): _____          Ready for final payment (days or date): _____</p> <p>Contract Times with all approved Change Orders:          Substantial completion (days or date): _____          Ready for final payment (days or date): _____</p>
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<p>RECOMMENDED: </p> <p>By: _____          Engineer (Authorized Signature)</p> <p>Date: <u>06-25-2013</u></p>	<p>ACCEPTED: _____</p> <p>By: _____          Owner (Authorized Signature)</p> <p>Date: _____</p>	<p>ACCEPTED: </p> <p>By: _____          Contractor (Authorized Signature)</p> <p>Date: <u>18 Jun 2013</u></p>
<p>Approved by Funding Agency (if applicable): _____</p>		<p>Date: _____</p>

Res No. 4

July 9, 2013

To: The Honorable Mayor and City Council

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

Subject: Approving an Amendment to Site Plan Approval for Construction of Additional Trash Enclosures at Creekwood Phase II, 980 Rear Mill Street, Parcel 3-14-105.100

A request has been submitted by Tom Ross of GYMO, PC for an amendment to the above referenced site, approved on July 7, 2008. The amendment would allow the construction of additional trash enclosures for the second phase of the project.

The Planning Board reviewed the request at its July 9, 2013 meeting and voted 5-0 to recommend that the City Council approve the request. The Jefferson County Planning Board reviewed the request on June 25, 2013, and determined that the project is of local concern only.

Attached are the report prepared for the Planning Board and an excerpt from its minutes.

This change is small enough to qualify as a Type II Action under the State Environmental Quality Review Act, and thus Council need not complete an EAF prior to voting on the amendment.

The resolution prepared for City Council consideration approves the amended site plan as submitted to the City Engineer on June 13, 2013, and revised and submitted to the Planning Board on July 9, 2013.

# RESOLUTION

Page 1 of 2

Approving an Amendment to Site Plan Approval for Construction of Additional Trash Enclosures at Creekwood Phase II, 980 Rear Mill Street, Parcel 3-14-105.100

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*

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WHEREAS City Council approved a site plan for construction of the Creekwood multi-family housing development on July 7, 2008, and

WHEREAS Tom Ross of GYMO, PC, has submitted a request for an amendment to the site plan allowing construction of additional trash enclosures at Creekwood Phase II, 980 Rear Mill Street, Parcel 3-14-105.100, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan amendment at its meeting held on July 9, 2013, and voted to recommend that the City Council of the City of Watertown approve the site plan amendment as submitted, with revisions as presented at the meeting, and

WHEREAS the Jefferson County Planning Board reviewed the request at its June 25, 2013 meeting, and determined that the project does not have any significant County-wide or inter-municipal issues and is of local concern only, and

WHEREAS the City Council has determined that the site plan amendment, as submitted, involves less than 4,000 square feet of gross floor area, and is consistent with local land use controls, and is thus a Type II Action under SEQRA requiring no further review,

NOW THEREFORE BE IT RESOLVED that it is an express condition of this site plan approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan which, in the opinion of the City Engineer, would require Amended Site Plan approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is

# RESOLUTION

Page 2 of 2

Approving an Amendment to Site Plan Approval for Construction of Additional Trash Enclosures at Creekwood Phase II, 980 Rear Mill Street, Parcel 3-14-105.100

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

requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that an amendment to site plan approval is hereby granted to Thomas Compo of GYMO, PC for construction of a additional trash enclosures at Creekwood Phase II, 980 Rear Mill Street, parcel 3-14-105.100, as submitted to the City Engineer on June 13, 2013, and revised to include additional landscaping and presented to the Planning Board on July 9, 2013.

**Seconded by**



# MEMORANDUM

CITY OF WATERTOWN PLANNING OFFICE

245 WASHINGTON STREET, ROOM 304

WATERTOWN, NEW YORK 13601

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

**TO:** Planning Board Members

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

**SUBJECT:** Site Plan Amendment – Creekwood Phase II

**DATE:** June 17, 2013

**Request:** Site Plan Amendment for the construction of additional trash enclosures at Creekwood Phase II, 980 Rear Mill Street, parcel 3-14-105.100

**Applicant:** Tom Ross, GYMO PC

**Proposed Use:** Multi-family residential

**Property Owner:** Seaway Acquisition Co. LLC

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## Submitted:

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Property Survey: No	Preliminary Architectural Drawings: No
Site Plan: Yes	Preliminary Site Engineering Plans: Yes
Vehicle and Pedestrian Circulation Plan: No	Construction Time Schedule: No
Landscaping and Grading Plan: No	Description of Uses, Hours & Traffic Volume: No

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SEQRA: Type II Action	County Review Required: Yes, June 25
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## Zoning Information:

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District: Neighborhood Business	Maximum Lot Coverage: 40%
Setback Requirements: 20' Fr, 5' Sd, 25' Rr	Buffer Zone Required: Southern project line

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**Project Overview:** The applicant proposes to construct additional trash enclosures for Phase II of the Creekwood multi-family residential project. Enclosures were included in Phase I, but have provided insufficient space. The new enclosure will be located near the eastern entrance of the complex.

The Creekwood PILOT agreement requires that the development use City trash services for 10 years. Thus, these enclosures will contain several rows of City totes, rather than dumpsters.

**Parking, Landscaping, Drainage:** The proposed change will have negligible impact on the site. The applicant was widened the entrance drive to prevent any impedance to traffic during trash collection. The currently proposed landscaping should screen the trash enclosures sufficiently; however, the applicant should consider adding a hedge line around the enclosure. The drainage pattern is unchanged.

**Other Comments:** Since the proposed construction and expansion of the facility involves less than 4,000 square feet of gross floor area and the action does not involve a change in zoning or a use variance and is consistent with local land use controls, the project is considered a Type II Action as defined by SEQR. Type II Actions do not require SEQR review, and the Short Environmental Assessment Form does not need to be completed by the Planning Board nor by Council for this project.

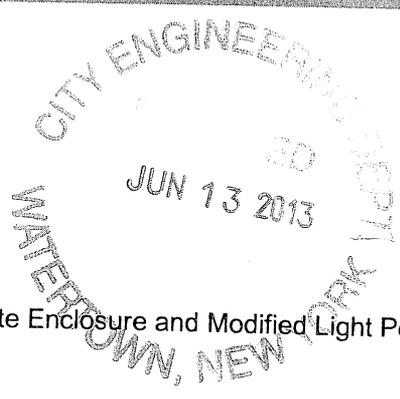
cc: Robert J. Slye, City Attorney  
Justin Wood, Civil Engineer II  
Tom Ross, 220 Sterling St



13 June 2013

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

Re: Site Plan Amendment Submission – Add Trash Tote Enclosure and Modified Light Pole Locations  
Norstar Development – Creek Wood II  
Mill Street, Watertown, NY  
File: 2006-112E.02



Edward G. Olley, Jr., AIA  
William P. Plante, PLS  
Patrick J. Scordo, PE  
Thomas S.M. Compo, PE  
Ryan Churchill, PE

Gregory F. Ashley, PLS  
Brian J. Drake, PE, LEED AP  
Stephen J. Gracey, PLS  
In Consultation  
Leo F. Gozalkowski, PLS  
Stephen W. Yaussi, AIA

Dear Mr. Hauk:

On behalf of Norstar Development USA, L.P., we are submitting the following materials for Site Plan Amendment review and approval at the 2 July 2013 City Planning Board meeting and the 25 June 2013 County Planning Board meeting:

- 3 - Full size sets of modified Plan Sheets (C102, C104);
- 13 - 11"x17" sets of modified Plan Sheets (C102, C104);
- 16 - 11"x17" copies of General Information Sheet C001 for reference (unchanged);
- Photos of Creek Wood I Trash Tote Enclosure, and
- 16 Copies of the Trash Enclosure Detail.

Please forward the appropriate documents to Jefferson County Planning for their June meeting.

The project is located on tax parcels 314101 and 314105 within the City of Watertown or the Creek Wood II Residential Development, which is under construction. Phase I of Creek Wood is nearly complete. The site plan for the overall Creek Wood residential development was previously approved at the 7 July 2008 City Council Meeting.

At the request of the owner, an additional trash tote enclosure has been added to Creek Wood II, near the Plaza Drive driveway. The management staff of Creek Wood I has experienced a need for additional trash tote enclosure areas, and has requested additional enclosures for Creek Wood II. The trash tote enclosure is 16' x 74' and includes a paved unloading area as shown on the enclosed plans. Refer to the Trash Enclosure detail included for additional information. Photos have also been included of the Creek Wood I trash tote enclosure area, to illustrate the look of the proposed structure.

Note that some minor changes to the proposed light pole locations have been performed to avoid proposed National Grid utilities on Creek Wood II, at National Grid's request. This generally involved moving the small light poles (Type B) away from the utilities within the yard areas of the apartment buildings (generally 3' - 4').

If there are any questions, please don't hesitate to contact me at your earliest convenience.

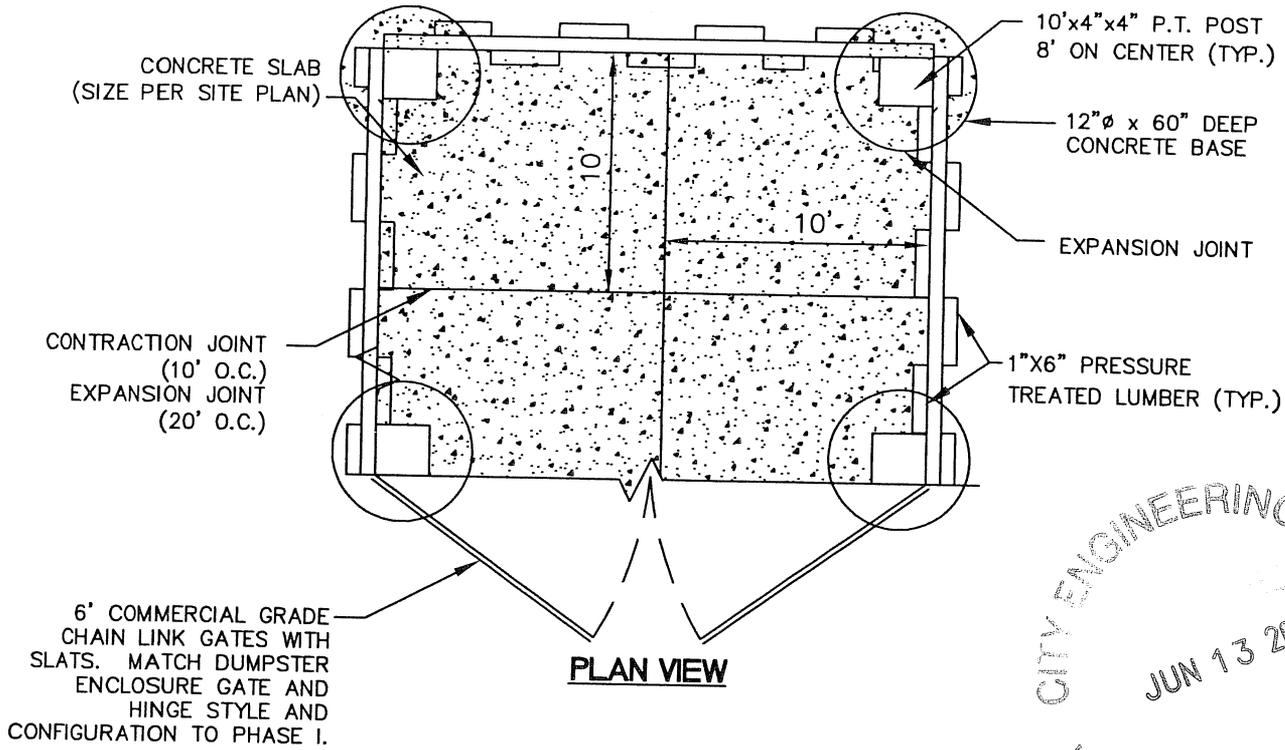
Sincerely,  
GYMO, Architecture, Engineering & Land Surveying, PC

Thomas H. Ross  
Design Engineer

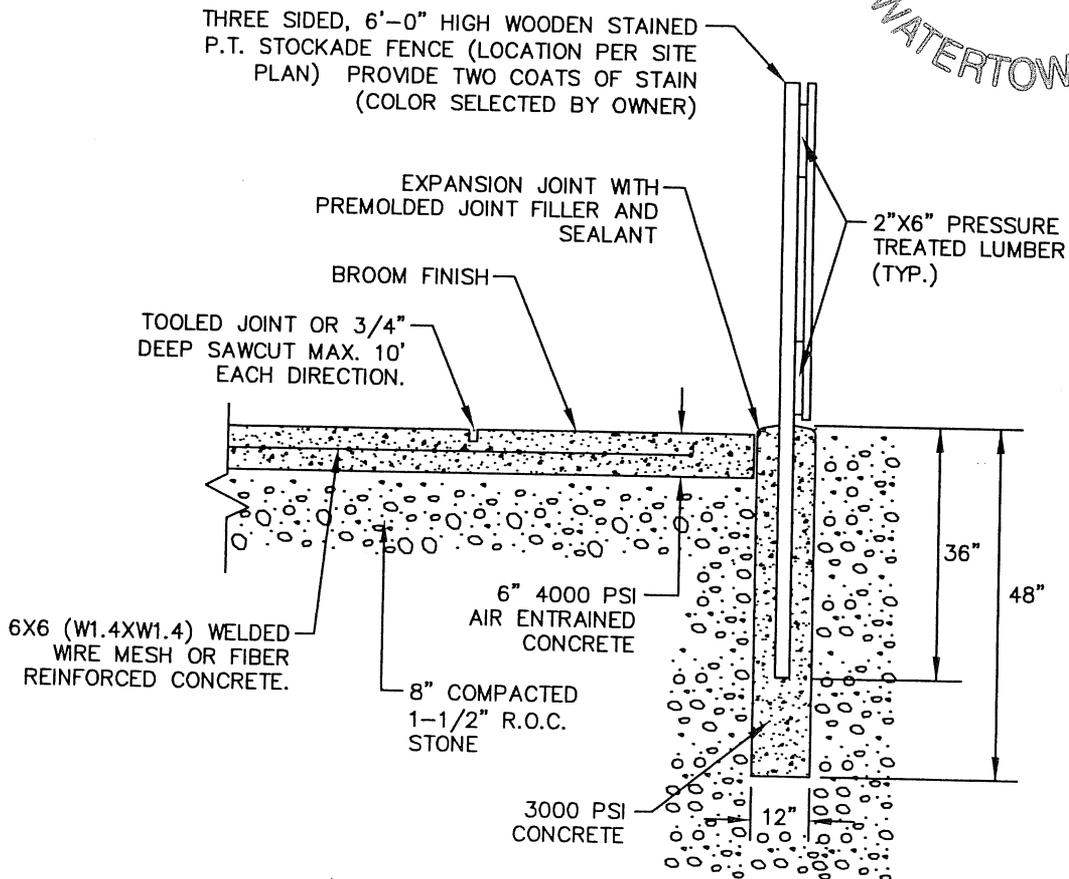
THR

Attachments

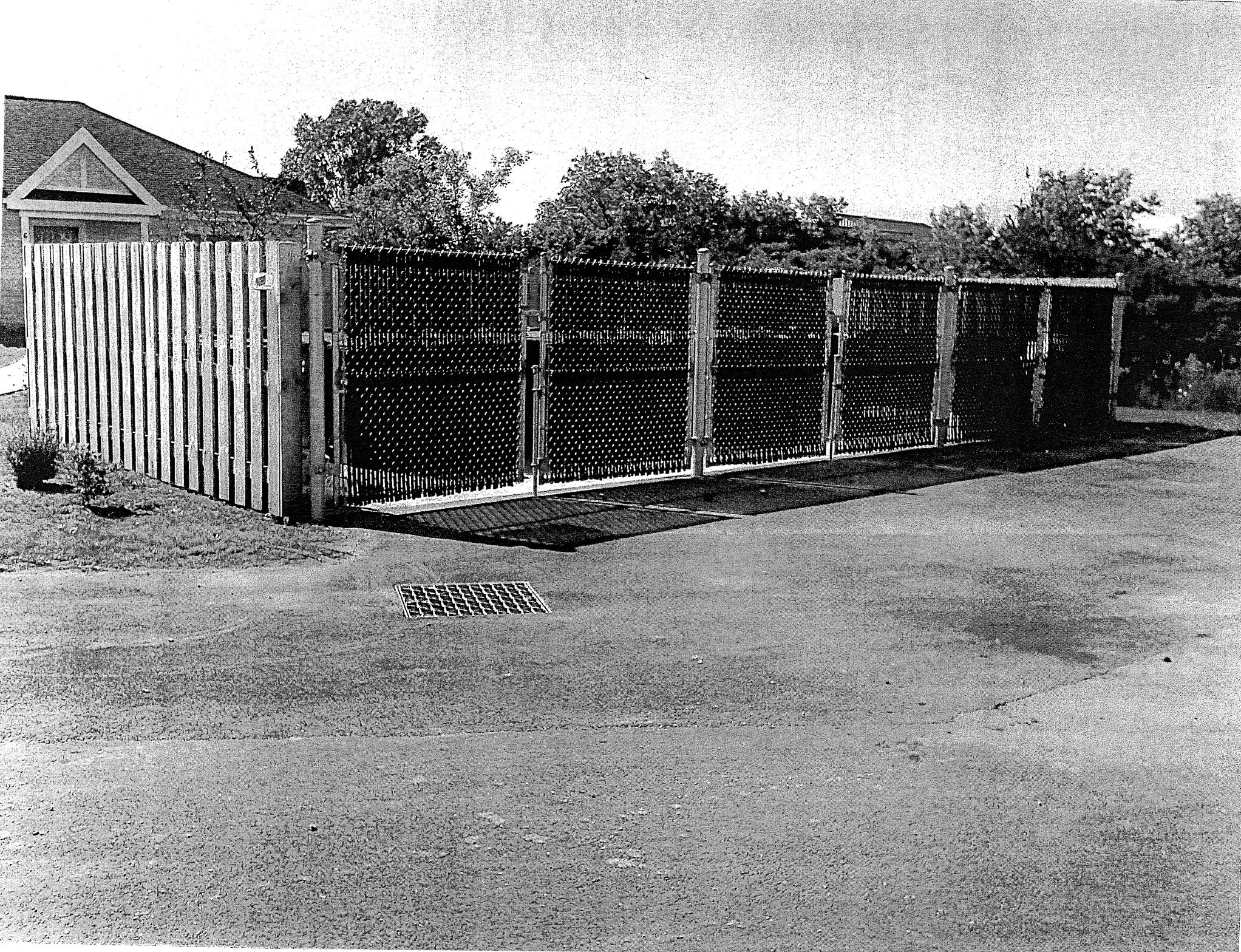
PC: Richard Higgins, President – Norstar Development  
Stephen Hockenbury, Don Tilicki – Norstar Development  
Patrick J. Scordo, P.E., Ryan G. Churchill, P.E. - GYMO, PC



CITY ENGINEERING DEPT.  
JUN 13 2013  
WATERTOWN, NEW YORK



1	<b>TRASH TOTE ENCLOSURE DETAIL</b>
	NOT TO SCALE
	D173-01







**SITE PLAN AMENDMENT – CREEKWOOD PHASE II  
980 REAR MILL ST – PARCEL 3-14-105.100**

The Board then considered a request for an amendment of site plan approval submitted by Tom Ross of GYMO, PC for construction of additional trash enclosures at Creekwood Phase II, 980 Rear Mill Street, parcel 3-14-105.100.

Mr. Ross again approached the Board. He explained that Phase I of the project had been short on space for trash storage, so an extra enclosure is being added for Phase II. He noted that some light poles had also been shifted to avoid a National Grid easement area. Extra shrubs would be added, as recommended in the Staff Report.

Mr. Davis made a motion to recommend that City Council approve the request for an amendment of site plan approval submitted by Tom Ross of GYMO, PC for construction of additional trash enclosures at Creekwood Phase II, 980 Rear Mill Street, parcel 3-14-105.100, as submitted to the City Engineer on June 13, 2013, revised and submitted to the Planning Board July 9, 2013.

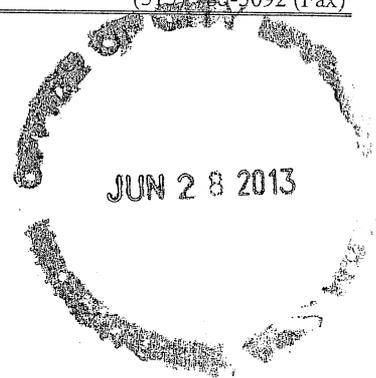
Mr. Katzman seconded, all voted in favor.



Department of Planning  
175 Arsenal Street  
Watertown, NY 13601

Donald R. Canfield  
Director of Planning

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



June 26, 2013

Andrew Nichols  
245 Washington St  
Watertown, NY 13601

Re: Creekwood Phase II, Site Plan Review amendment to add a trash tote enclosure,  
JCDP File # C 4 - 13

Dear Mr. Nichols:

On June 25, 2013, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

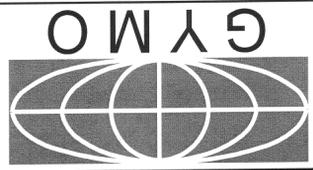
The Board adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only.

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

Sincerely,

Andy R. Nevin, AICP  
Senior Planner

ARN

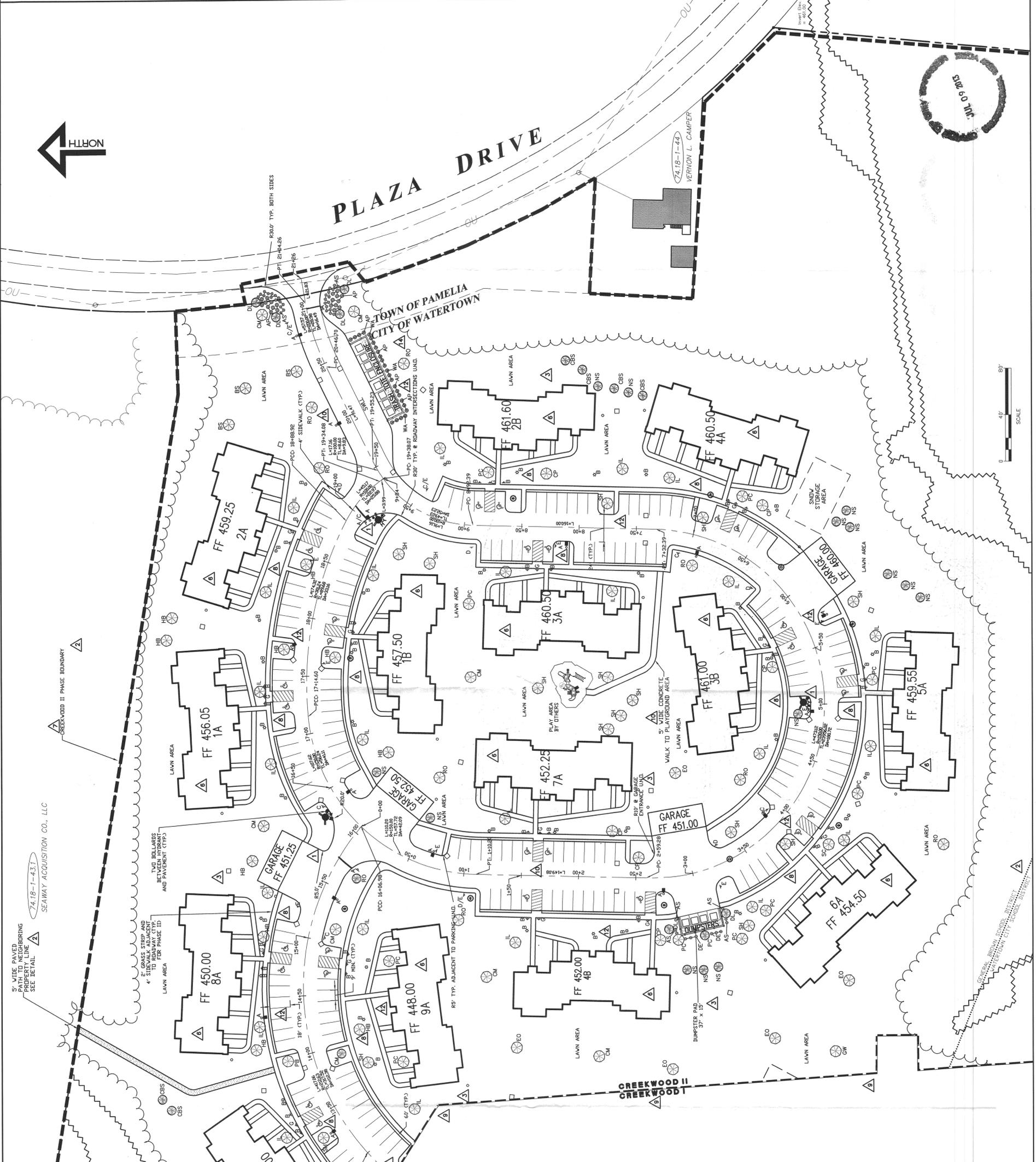


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SITE AND LANDSCAPING PLAN  
CREEK WOOD I + II  
MILL STREET  
CITY OF WATERTOWN, NEW YORK

Project No: 2006-112E-01  
Scale: As Noted  
Date: 3/11/08  
Drawn By: RGC  
Designed By: RGC  
Checked By:  
Date Issued: 4/22/08  
Drawg. No.

C102



CREEK WOOD I  
CREEK WOOD II

REVISION	DESCRIPTION	DATE
A	CITY OF WATERTOWN/TOWN OF PAMELIA COMMENTS	5/20/08
A	CITY OF WATERTOWN COMMENTS	6/17/08
A	NYSDEC COMMENTS/STORM SEWER SYSTEM MODIFICATIONS/MISC.	5/16/11
A	98 % DRAWINGS	5/27/11
A	CONSTRUCTION DRAWINGS	6/17/11
A	ADDENDUM 1/CONSTRUCTION DRAWINGS - MOVE BUILDINGS AWAY FROM ROADWAY, PROVIDE FLUSH ENTRANCES AT ALL UNITS	7/11/11
A	ADD PHASE BOUNDARY DETAIL	7/14/11
A	ADD 2' GRASS STRIP ADJ. TO CWII PARKING SPACES, MODIFY SIDEWALKS	1/18/13
A	RELOCATE UTILITIES AND LANDSCAPING (NATIONAL GRID), ADD TRASH TOTE ENCLOSURE.	2/25/13
A	SITE PLAN AMENDMENT - TRASH TOTE ENCLOSURE ADDED.	4/8/13
A	CONSTRUCTION DRAWINGS	4/15/13
A	RELOCATE UTILITIES AND LANDSCAPING (NATIONAL GRID), ADD TRASH TOTE ENCLOSURE.	5/31/13
A	SITE PLAN AMENDMENT - TRASH TOTE ENCLOSURE ADDED.	6/11/13
A	CITY OF WATERTOWN COMMENTS - ADD LANDSCAPING AROUND TRASH TOTE ENCLOSURE	7/2/13

Res No. 5

July 10, 2013

To: The Honorable Mayor and City Council

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

Subject: Supporting Neighbors of Watertown, Inc.'s Funding Application to the NYSHCR's Urban Initiatives Program and New York Main Street Program on Behalf of Doolittle and Hall LLC in Support of the Lincoln Building Revitalization Project

Brian Murray and his associates (Doolittle and Hall LLC) are continuing to move ahead with their project to renovate the Lincoln Building. The current plan is to house commercial and office space, a business incubator and market-rate apartments. They estimate the cost will be \$12.8 million.

The developer has approached Neighbors of Watertown, Inc. about making Consolidated Funding Applications, which are due by August 12, 2013. They are interested in the New York State Homes and Community Renewal's Urban Initiatives Program and New York Main Street Program. For profit companies are not an eligible applicant for these programs. They will apply for a total of \$300,000.

The application requires an endorsement from the legislative body of the municipality in which the project is located. A resolution has been prepared for City Council consideration that supports Neighbors of Watertown, Inc.'s funding applications in support of the revitalization of the Lincoln Building.

# RESOLUTION

Page 1 of 2

Supporting Neighbors of Watertown, Inc.'s Funding Application to the NYSHCR's Urban Initiatives Program and New York Main Street Program on Behalf of Doolittle and Hall LLC in Support of the Lincoln Building Revitalization 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 Neighbors of Watertown, Inc. is a 501 C-3 not-for-profit corporation that was formed in 1967 and incorporated in 1969 under the laws of the State of New York, and

WHEREAS Neighbors of Watertown, Inc. became a Neighborhood Preservation Company in 1981 funded by the New York State Division of Housing and Community Renewal with a service area encompassing the City of Watertown, and

WHEREAS over the years, Neighbors of Watertown, Inc. has provided housing advocacy, counseling, referral, and has experience in many types of development, both residential and commercial, and

WHEREAS not-for-profit corporations that have been engaged primarily in relevant community preservation activities for at least one year are eligible to apply for funding through the New York State Homes and Community Renewal's Urban Initiatives program and New York Main Street program, and

WHEREAS Neighbors of Watertown, Inc., as an eligible applicant, was approached to apply for grants to the above-mentioned programs in the amount of \$300,000.00 on behalf of Doolittle and Hall, LLC, in order to rehabilitate the Lincoln Building located at 95 Public Square, and

WHEREAS the total project that Doolittle and Hall, LLC will be undertaking is estimated at \$12.8 Million which includes renovating the 50,000 square foot Lincoln Building which when completed will house commercial and office space, a business incubator, and market-rate apartment rental units, and

# RESOLUTION

Page 2 of 2

Supporting Neighbors of Watertown, Inc.'s Funding Application to the NYSHCR's Urban Initiatives Program and New York Main Street Program on Behalf of Doolittle and Hall LLC in Support of the Lincoln Building Revitalization 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

WHEREAS the Lincoln Building, an iconic piece of the landscape in downtown Watertown located in Public Square which is undergoing revitalization efforts that began over a decade ago, is a crucial next step in the efforts to renew the downtown community and create an economic draw to downtown Watertown,

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby officially submits this resolution in support of Neighbors of Watertown, Inc.'s funding applications in support of the revitalization of the Lincoln Building in downtown Watertown.

**Seconded by**

July 11, 2013

To: The Honorable Mayor and City Council

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

Subject: Municipal Arena Professional Services Agreement

The City recently advertised for professional engineering services to conduct the preliminary design for the Municipal Arena Upgrade Project included in the 2013-14 Adopted Capital Budget. As Council is aware, this project entails the design, rehabilitation and expansion of the Municipal Arena with the intent of upgrading the facility to create a venue that supports increased year-round use.

As is indicated in the attached report from City Engineer Hauk, the City recently advertised for professional engineering services to conduct the preliminary design for the Municipal Arena Upgrade Project. A Selection Committee consisting of City Engineer Hauk, Civil Engineer II Wood, Purchasing Manager Pastuf, City Comptroller Mills, Parks and Recreation Superintendent Gardner, and Municipal Arena Crew Chief Romig reviewed all submitted proposals and interviewed each prospective consultant. It is their recommendation that the City Council approve the proposal submitted by Stantec Consulting Services, Inc. in the amount of \$99,790.

Staff is proposing funding for the agreement come from the \$120,000 transferred to the Capital Fund per the Fiscal Year 2011-12 Budget for the Arena Fire Protection Upgrades project that was put on hold due to the overall Arena rehabilitation project. The cost of the fire protection upgrades was included in the Fiscal Year 2013-14 Capital Budget for the Arena Rehabilitation.

Staff will be available at the meeting to answer any questions Council Members may have regarding this agreement.

**RESOLUTION**

Page 1 of 1

Approving Professional Services Agreement with Stantec Consulting Services, 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 of Watertown owns and operates a facility known as the Municipal Arena, located at 600 William T. Field Drive, for the purpose of promoting recreational activities for the citizens of the City of Watertown, and

WHEREAS the City Council of the City of Watertown included in the 2013-14 Adopted Budget a capital expense for the design, rehabilitation, and expansion of the Municipal Arena in order to support increased and expanded year-round use, and

WHEREAS the City of Watertown Purchasing Office advertised for consultant proposals, with five proposals received and reviewed by the Selection Committee, and

WHEREAS it is the recommendation of the Selection Committee that the City Council of the City of Watertown approve the Professional Service Agreement with Stantec Consulting Services, Inc. in the amount of \$99,790;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement with Stantec Consulting Services, Inc. in the amount of \$99,790, a copy of which is attached hereto and made part of this resolution, and

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

***Seconded by***



## PROFESSIONAL SERVICES AGREEMENT

**Stantec**

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

"CLIENT"

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

"Stantec"

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

PROJECT NAME (the "PROJECT"):

Fairgrounds Municipal Arena Upgrade

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

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

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

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

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

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

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

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

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

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

**Stantec**

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

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

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

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

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

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

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

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

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

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

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

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

**Stantec**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

CITY OF WATERTOWN, NEW YORK

STANTEC CONSULTING SERVICES INC.

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

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

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

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

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

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_



**Stantec**

**PROFESSIONAL SERVICES AGREEMENT  
ATTACHMENT "A"**

Attached to and forming part of the AGREEMENT

BETWEEN:

CITY OF WATERTOWN, NEW YORK

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "Stantec")

EFFECTIVE:

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

SERVICES: Stantec shall perform the following SERVICES:  
See attached 4/26/2013 Stantec Proposal and 3/22/2013 City of Watertown Request for Proposal Scope of Work  
(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: July, 2013  
Estimated Completion Date: January, 2014

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate Stantec as follows:  
Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.  
Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.  
Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.  
Where the SERVICES or services conditions change, Stantec shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.  
Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.  
See Attached 4/26/2013 Stantec Proposal for Not to Exceed Fee, Expenses and hourly rates

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:  
No Additional Conditions

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:  
4/26/2013 Stantec Proposal (Scope of Work, Rates, Fee, and Assumptions)  
3/22/2013 City of Watertown Request for Proposal Scope of Work

INSURANCE REQUIREMENTS: Before any services are provided under this agreement, Stantec shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.  
**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate. **Client shall be named as additional insured.**



PROFESSIONAL SERVICES AGREEMENT  
ATTACHMENT "A"

**Stantec**

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

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

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

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

April 26, 2013

Mr. Kurt Hauk, PE, City Engineer  
City of Watertown, Department of Engineering  
Suite 305, City Hall  
245 Washington Street  
Watertown, NY 13601

**RE: Request for Proposal: Fairgrounds Municipal Arena Upgrade – Masterplan Design Report**

Dear Mr. Hauk:

Please accept this fee proposal as Stantec's response to the City of Watertown's "Fairgrounds Municipal Arena Building Upgrade Request for Proposal" dated March 22, 2013. Attached is our proposed fee for the requested design services. This fee proposal is submitted with the following assumptions:

- The fee is based on the development of Preliminary and Final Design Reports. Design services, beyond these reports, will be provided as an additional service.
- All existing documentation will be provided to Stantec
- Stantec will have full access to the facility
- Services regarding any testing and/or removals of potential hazardous materials are not included but can be addressed through additional services.
- Any costs associated for services not identified in the proposal, including a site survey, will be paid for by the City of Watertown
- This proposal is based on the expectation that mutually agreed terms and conditions will be reached between Stantec and the City of Watertown

We appreciate the opportunity to provide you with our proposal and respectfully request your consideration of our team. We welcome the opportunity to discuss this proposal in further detail and/or answer any questions you may have. Our team is very excited by the potential of this project and we know that we can provide you with the service this assignment requires. We look forward to the opportunity to offer our commitment and full attention to your project.

Sincerely,



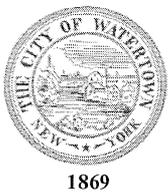
**Jeri Pickett, PE, LEED AP BD+C**  
Buildings Engineering Practice Lead  
(585) 413-5341  
jeri.pickett@stantec.com



PHASE	PROJECT FEE											TOTAL by PHASE
	DESIGN DISCIPLINE HOURS											
	Mech Eng \$136	Mech Dgn \$90	Struct Eng \$130	Struct Dgn \$88	Arch \$130	Arch Dgn \$90	Elect Eng \$123	Elect Dgn \$90	Ice SME \$160	QC \$160	PM \$160	
Contract Negotiations												
Project Kickoff												
	4	0	4	0	4	0	0	4	0	4	0	4
Charrette / Working Session	8	0	8	0	12	0	0	8	0	20	0	12
Field work	8	8	8	0	8	0	0	8	0	8	0	8
<b>Master Plan Development</b>												
Design Development	8	16	8	16	16	16	16	8	16	16	0	16
Additional Field Work	8	0	8	0	0	8	0	8	0	0	0	0
Reports	4	0	4	0	8	0	0	4	0	0	0	0
CAD Documents / Renderings	0	8	0	8	0	12	0	0	8	4	0	12
Opinion of Probable Cost	4	0	4	0	8	0	0	4	0	4	0	0
Preliminary Review	8	0	8	0	8	0	0	8	0	4	0	8
<b>Final masterplan development</b>												
Final Development	12	12	12	12	16	16	16	12	8	12	0	8
Final Report	4	0	4	0	8	4	4	4	0	4	8	8
Final Opinion of Probable Cost	4	0	4	0	4	0	0	4	0	0	0	0
Final Review	8	0	8	0	8	0	0	2	0	2	0	0
Presentation to City Council	0	0	0	0	8	0	0	0	0	0	0	8
<b>Totals</b>	80	44	74	36	108	56	56	74	32	98	12	100
	\$10,880	\$3,960	\$9,620	\$3,168	\$14,040	\$5,040	\$2,880	\$9,102	\$2,880	\$15,680	\$1,920	\$16,000
<b>TOTAL by DISCIPLINE</b>	<b>\$14,840</b>		<b>\$12,788</b>		<b>\$19,080</b>		<b>\$27,662</b>		<b>\$15,680</b>		<b>\$17,920</b>	
	16%		14%		21%		30%		17%		19%	

Expenses \$7,500

GRAND TOTAL \$99,790



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: July 10, 2013

TO: Sharon Addison, City Manager

FROM: Kurt W. Hauk, City Engineer

SUBJECT: Fairgrounds Municipal Arena Upgrade Project

Enclosed is a copy of the professional services agreement for Stantec Consulting Services Inc. for City Council review and approval. The agreement was created for the purposes of performing engineering services for the preliminary design of the Fairgrounds Municipal Building Upgrade Project for the not to exceed amount of \$99,790.

Five consultant proposals were received and reviewed by the selection committee before ultimately selecting Stantec.

The agreement language has been reviewed by the City attorney.

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

July 10, 2013

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Public Hearing Authorizing Spending of Funds,  
Repair Reserve Fund, Coagulation Basin

In adopting the 1998-99 Water Fund Budget, the City Council approved establishing a Repair Reserve Fund for the costs associated with dredging and pumping of the coagulation basin. The decision was made to establish a reserve fund to spread the expenses out rather than have a large spike in expenses every three to four years when the dredging was done. The dredging process was previously contracted out but is now going to be handled by City staff and equipment.

Included in the Fiscal Year 2013-14 Capital Budget was the purchase of a dredger and the construction of a pole barn, concrete ramp and rail launching system adjacent to the coagulation basin. The \$375,000 project was to be funded by a transfer from the Water Fund (\$237,000) and the Coagulation Reserve Fund (\$138,000).

Prior to spending money from an established reserve fund, the City Council must hold a public hearing to receive public input on the appropriating of funds. Once the public hearing has been held, the attached resolution authorizing the expenditure of funds and the resolution awarding the bid, can be considered by the City Council.

Staff is recommending that a public hearing be set for August 5, 2013 at 7:30 p.m. to discuss the appropriation of these funds.

# RESOLUTION

Page 1 of 1

Public Hearing Authorizing Spending From  
Coagulation Basin Reserve Fund

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***

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WHEREAS in adopting the 1998-99 Water Fund Budget, the City Council approved establishing a Repair Reserve Fund for the costs associated with dredging and pumping of the coagulation basin, and

WHEREAS the City has appropriated \$375,000 in the Fiscal Year 2013-14 Capital Budget to purchase a dredger and construct a pole barn, concrete ramp and rail launching system to have the ability to dredge the coagulation basin every year, and

WHEREAS the Coagulation Basin Reserve Fund was to provide \$138,000 for the project was to come from the, and

WHEREAS on Monday, August 5, 2013, at 7:30 p.m., the City Council of the City of Watertown held a public hearing to discuss the expenditure of funds from this reserve fund, and

WHEREAS it has been determined that the expenditure of these funds is in keeping with the purpose for the reserve fund,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the appropriating of funds to pay for the dredging equipment, pole barn, concrete ramp and rail launching system at the City's coagulation basin.

**Seconded by**

Public Hearing – 7:30 p.m.

July 10, 2013

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Authorizing Spending of Funds from the Capital Reserve Fund

The City transferred \$3,100,000 into a Capital Reserve Fund in FY 2012-13 due to the acceptance of the City to a proposal from the State to change the timing of the State AIM payments. Included in the Fiscal Year 2013-14 Capital Budget and General Fund Budget were the following projects that were to be funded from the Capital Reserve Fund.

DPW Newell Street facility – Exterior freight delivery system	\$ 150,000
Snow dump platform rehabilitation	90,000
Thompson Park pavilion and restroom roof replacement	153,267
DPW Roads - Six-person single axle dump truck	100,000
DPW Buildings and Grounds - Single axle dump sander with plow	140,000
DPW Buildings and Grounds - Tractor with boom mower	115,000
DPW Refuse and Recycling - Tandem axle side load refuse packer	205,000
DPW Storm Sewer - 4X4 Backhoe	105,000
DPW Buildings and Grounds - Single axle dump truck with plow	135,000
Traffic Control and Lighting – 4x2 Pickup truck with service body	33,000
Thompson Park - Pickup truck with plow and lift gate (partially funded)	<u>13,733</u>
Total	\$1,240,000

Prior to any funds being spent from the Capital Reserve Fund on these projects a public hearing must be held. A Public Hearing was scheduled to be held on July 15, 2013 at 7:30 p.m. to discuss the appropriation of these capital reserve funds. Once the public hearing has been held, the attached resolution authorizing the expenditure of funds can be considered by the City Council.

# RESOLUTION

Page 1 of 2

Authorizing Spending  
From Capital Reserve Fund

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 Teresa R. Macaluso

WHEREAS on June 19, 2006, the City Council approved establishing a Capital Reserve Fund pursuant to Section 6-c of the General Municipal Law to finance future capital improvements, and

WHEREAS the Adopted 2013-14 Capital Fund Budget and General Fund Budget included the following projects and equipment purchases: DPW Newell Street facility exterior freight delivery system (\$150,000), snow dump platform rehabilitation (\$90,000), Thompson Park pavilion and restroom roof replacement (\$153,267), DPW Roads six-person single axle dump truck (\$100,000), DPW Buildings and Grounds single axle dump sander with plow (\$140,000), DPW Buildings and Grounds tractor with boom mower (\$115,000), DPW Refuse and Recycling tandem axle side load refuse packer (\$205,000), DPW Storm Sewer 4X4 backhoe (\$105,000), DPW Buildings and Grounds single axle dump truck with plow (\$135,000), Traffic Control and Lighting x2 pickup truck with service body (\$33,000), and Thompson Park pickup truck with plow and lift gate (\$13,733), and

WHEREAS the City Council desired to fund these projects and equipment purchases from the Capital Reserve Fund, and

WHEREAS on Monday, July 15, 2013 at 7:30 p.m., the City Council of the City of Watertown held a public hearing to discuss the expenditure of funds from this capital reserve fund, and

WHEREAS it has been determined that the expenditure of these funds is in keeping with the purpose for the capital reserve fund,

# RESOLUTION

Page 2 of 2

Authorizing Spending  
From Capital Reserve Fund

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the appropriating of Capital Reserve funds in an amount not to exceed \$1,240,000 to pay for the cost of the DPW Newell Street facility exterior freight delivery system (\$150,000), snow dump platform rehabilitation (\$90,000), Thompson Park pavilion and restroom roof replacement (\$153,267), DPW Roads six-person single axle dump truck (\$100,000), DPW Buildings and Grounds single axle dump sander with plow (\$140,000), DPW Buildings and Grounds tractor with boom mower (\$115,000), DPW Refuse and Recycling tandem axle side load refuse packer (\$205,000), DPW Storm Sewer 4X4 backhoe (\$105,000), DPW Buildings and Grounds single axle dump truck with plow (\$135,000), Traffic Control and Lighting x2 pickup truck with service body (\$33,000), and Thompson Park pickup truck with plow and lift gate (\$13,733).

**Seconded by** Council Member Jeffrey M./Smith

Tabled

July 10, 2013

To: The Honorable Mayor and City Council

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

Subject: Amending the Code of the City of Watertown, Section 310-1, Definition of Family, and Section 310-34, Accessory Uses in Residence Districts

The attached Ordinance was introduced at the City Council meeting of April 1, 2013 and tabled on April 15, 2013.

The Planning Board has reviewed the ordinance and suggestions made by staff and the City Attorney. They adopted a resolution making a recommendation on the proposed change on July 9, 2013.

The Board is recommending that the definition of “family” read: “any number of individuals living and cooking together on the premises as a single housekeeping unit.” This is the definition from the City’s original 1922 Zoning Ordinance.

The Board is recommending that “four non-transient roomers” not be added back as an accessory use in residential districts.

The Planning Board is also recommending that a definition of “boarding house” be added that reads: “an establishment with no more than six sleeping rooms providing lodging for compensation. The rooms do not have separate cooking facilities. Meals may or may not be provided from a common kitchen, but no meals are served to non-lodgers. This term shall include lodging houses, rooming houses, tourist houses, bed-and-breakfasts and other group living arrangements.”

The City Council now has to decide whether it wishes to proceed with the approval process with the currently proposed ordinance, an amended version of the ordinance, or a newly drafted ordinance. Once that decision is made, a public hearing will need to be scheduled and the proposal will be forwarded to the County Planning Board. A SEQR resolution will be prepared for the meeting when the public hearing is scheduled.

ORDINANCE

Amending the Code of the City of Watertown, §310-1, Definition of Family and §310-34, Accessory Uses in Residence Districts

Page 1 of 1

**Introduced by**

Mayor Jeffrey E. Graham

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

WHEREAS it has been proposed to amend Chapter 310 of the Code of the City of Watertown, New York, by altering the definition of “family” and adding the taking of not more than four non-transient roomers as an allowed accessory use in Residential Districts, and

WHEREAS the City Planning Board reviewed the proposed amendments to §310-1 and §310-34 of the Code of the City of Watertown and made its recommendation on adoption, and

WHEREAS the Jefferson County Planning Board reviewed the proposed amendment pursuant to General Municipal Law Section 239-m, and

WHEREAS a Public Hearing was held on the proposed Zoning Ordinance Amendment after due Public Notice, and

WHEREAS the City Council has determined, pursuant to the State Environmental Quality Review Act that there will not be any significant environmental impacts caused by the adoption of this Ordinance, and

WHEREAS the City Council of the City of Watertown believes that it is in the best interest of the residents of the City of Watertown to make the following changes to Chapter 310 of the City Code,

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown, New York, that §310-1. B. of the Code of the City of Watertown is hereby amended by deleting the sentence: “To distinguish a “family” from a club, fraternity or boarding house, not more than four members of a family shall be other than blood relatives” from the definition of family, and

BE IT FURTHER ORDAINED by the City Council of the City of Watertown, New York, that the following is added to §310-34.B: “(7) The taking of not more than four non-transient roomers, provided that no sign is displayed”, and

BE IT FURTHER ORDAINED that this Amendment to the City Code shall take effect as soon as published once in the official newspaper of the City of Watertown, New York, or printed as the City Manager directs.

**Seconded by** Council Member Teresa R. Macaluso

July 8, 2013

To: The Honorable Mayor and City Council  
From: Erin E. Gardner, Superintendent of Parks and Recreation  
Subject: Jefferson County Agricultural Society

Representatives from Parks and Recreation and the City Manager's Office met with representatives from the Jefferson County Agricultural Society on January 16, 2013 to discuss fees for the 2013 Jefferson County Fair. Historically, the Jefferson County Agricultural Society has not been charged a concession fee. In an effort to make things more consistent, the Fair will now be charged for concessions. The City would like to accommodate the long-standing community event. After negotiations, the concession fee that was agreed upon was \$875. Parks and Recreation has billed and received full payment from the Jefferson County Agricultural Society for the following:

Flat Concession Fee per Council approval on 7/1/2013: \$875

RV Fee per Municipal Code A320: \$75 per site for a total of 60 sites = \$4500

Arena Fee per Municipal Code A320: \$3000

Please contact Superintendent Gardner with questions or concerns.



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 8 July 2013

TO: Sharon Addison, City Manager

FROM: Justin Wood, Civil Engineer II

SUBJECT: 22625 Plaza Drive – Sanitary Sewer Connection

The owner of a property in the Town of Pamela has requested to connect into the City of Watertown's sanitary sewer system. As specified in City Code Chapter 253, Part 4, an Outside User Agreement would need to be approved by City Council to allow discharge into our system and to establish a sewer rate for which to charge the property owner.

Robert Suiter owns a four unit apartment building, located at 22625 Plaza Drive in the Town of Pamela, which is currently serviced by a septic system that has reached the end of its useful life. Instead of replacing the existing septic system, the owner wishes to connect into Creekwood Apartment Complex's sanitary sewer system at 918 Mill Street. That system is privately owned and maintained by Norstar USA. Therefore, Mr. Suiter would need to enter into a private agreement to allow the connection to Norstar's sewer system. In addition, Mr. Suiter will need to enter into an agreement with the City of Watertown to become an Outside User of the City's sanitary sewer collection and treatment system.

**City Code Chapter 253. Sewers, Part 4. Outside Users of Collection and Treatment System** establishes the requirements to become an Outside User and the associated fee. The sewer fee is normally determined based on the amount of water used at the property, as recorded by the water meter. Since the apartment building at 22625 Plaza Drive is served by a private well, the sewer fee would have to be determined by other means but under no circumstances shall it be less than 120% of the total sewer service charge assessed a user within the City for an equal volume of wastewater collected and treated.

City Code Section 253-73 gives the City Manager of the City of Watertown the authority to enter the City into contractual agreements with designated outside users, subject to city Council approval. If City Council desires to enter into negotiations with Mr. Suiter to allow this connection, staff will develop an Outside User Agreement and Fee for approval by resolution. A map of the subject area is attached for your reference.

Enc: Location Maps

Cc: Kurt Hauk, City Engineer  
Eugene Hayes, Superintendent of Public Works  
Michael Sligar, Water Superintendent  
File

To: Watertown City Manager

Monday, July 1, 2013

RE: Connection to City Sewer System

I own the property at 22625 Plaza Drive, Watertown. I would like to tie into the city sewer system at the new private housing development Creekwood Apartments that ultimately connects to the City sewer system through the pump station located at 918-950 Mill Street.

The only other option that I would have is to put in a new leach field to my existing system. The issue with this is that the ground is always saturated with water so it will not work properly. My property located 22625 Plaza Drive, Watertown is a four family house consisting of three one bedroom and one two bedroom apartments.

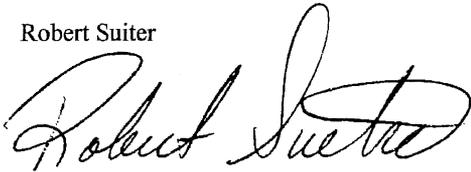
I have spoken to Mr VanTassel, Building Code officer for the Town of Pamela, He agrees that hooking into the city would be the best option.

I am in contact with the property owner of Creekwood Apartments and they have agreed to allow me to tie into their sewer system. We are currently in discussions as you know and finalizing terms.

Please feel free to contact me at 315-921-4801 to discuss further

Thank you

Robert Suiter

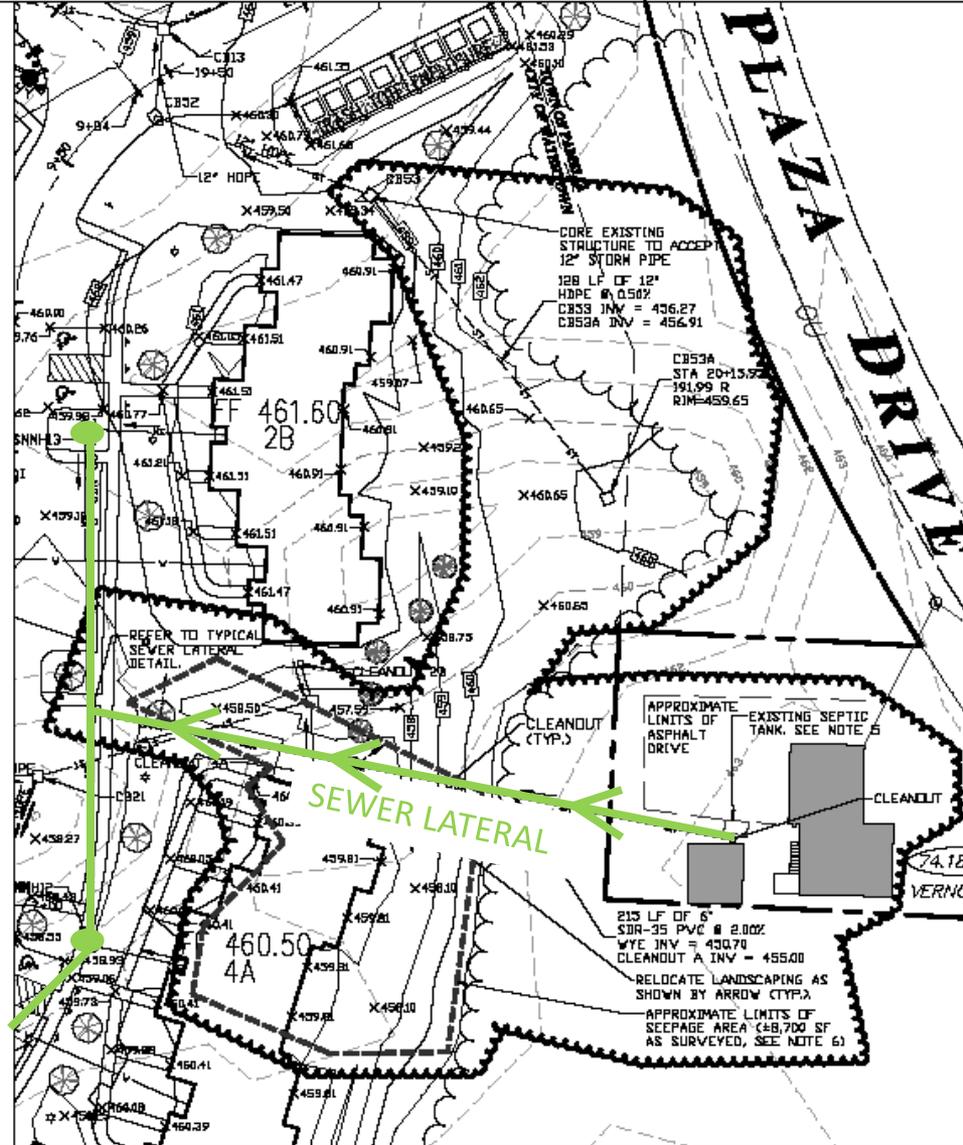
A handwritten signature in cursive script that reads "Robert Suiter". The signature is written in black ink and is positioned below the typed name.

# 22625 PLAZA DRIVE – SEWER CONNECTION REQUEST



**NOTES:**

1. REVISIONS ARE CLOUDED FOR CLARITY.
2. CONTRACTOR RESPONSIBLE FOR AVOIDING EXISTING UNDERGROUND UTILITIES AND SITE FEATURES.
3. REFER TO CONSTRUCTION DRAWINGS FOR ORIGINAL DESIGN INFORMATION.
4. WORK ON SANITARY LATERAL IS NOT TO COMMENCE UNTIL THE CITY OF WATERTOWN AND/OR TOWN OF PAMELIA HAVE APPROVED. CONTACT ENGINEER FOR VERIFICATION. CONTRACTOR TO COORDINATE WITH OWNER OF PLAZA DRIVE PROPERTY PRIOR TO COMMENCING ANY WORK, TO AVOID INCONVENIENCES DUE TO SERVICE INTERRUPTION. CONTACT: BOB SUITER, 315-921-4801.
5. APPROXIMATE LOCATION OF EXISTING SEPTIC TANK HAS BEEN SHOWN. CONTRACTOR TO EXCAVATE EXISTING SANITARY LATERAL(S) DISCHARGING TO SEPTIC TANK, PRIOR TO INSTALLING PROPOSED LATERAL. COORDINATE WITH ENGINEER AND PROPERTY OWNER FOR CONNECTION METHODS ONCE EXISTING INFRASTRUCTURE IS EXPOSED.
6. APPROXIMATE LOCATION OF EXISTING SANITARY SEEPAGE AREA HAS BEEN SHOWN ON THIS DRAWING. CONTRACTOR TO REMOVE UNSTABLE AND UNSUITABLE SOILS, REPLACE WITH FILL, AND DISPOSE OF MATERIAL IN AN OFFSITE LOCATION. COORDINATE WITH GEOTECHNICAL ENGINEER, SITE ENGINEER, AND CITY OF WATERTOWN REGARDING THIS AREA.



1 inch = 40 feet  
GRAPHIC SCALE



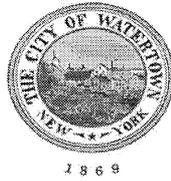
ARCHITECTURAL  
LAND SURVEYING  
PLANNING  
P.C.  
REGISTERED PROFESSIONAL ENGINEER  
REGISTERED PROFESSIONAL SURVEYOR

GYMO

JOB DRAWING 5  
CREEK WOOD II  
MILL STREET  
CITY OF WATERTOWN, NY

DATE: 10/20/2023  
SCALE: AS SHOWN  
DRAWN BY: JMS  
DESIGNED BY: JMS  
CHECKED BY: JMS  
DATE: 10/20/23  
JOB NO: 23-001

JD5



## BUREAU OF CODE ENFORCEMENT

**DATE:** *July 11, 2013*

**TO:** *Sharon Addison, City Manager*

**FROM:** *Shawn R. McWayne, Code Enforcement Supervisor*

**SUBJECT:** *138 Court Street*

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In August 2012, Inspector Carolyn Meunier met with the subject owner of record, Mr. Alex Rahmi, and one of his workers to discuss the leaking roof. The roof was patched at that time; all debris had been removed from the building.

The building as it currently stands has no apparent violations. New York State Code requirements will not take effect until plans and a permit application are filed. As of this date, I have not received any documentation with regards to any type of renovations.

No additional work has been done to the building since it has been returned to Mr. Rahmi.

If you have any questions, please advise.

SRM/cm

July 8, 2013

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, Planning and Community Development Coordinator  
Subject: Consolidated Funding Application for Black River Parks Improvements

At the May 13, 2013 City Council work session, River Committee member Dr. Jason F. White made a presentation to the Council regarding New York State's Consolidated Funding Application and the possibility of the City applying for a grant to fund riverfront improvement projects at various locations along the river. The improvements would be a continuation of the enhancements that have been completed in the last several years as part of the Local Waterfront Revitalization Program (LWRP).

The Council suggested that Staff work with Dr. White to refine the scope of the improvements at the various sites and develop cost estimates. The discussions have resulted in the development of four potential projects that would meet the grant criteria, support the goals of the LWRP and make a competitive application.

A brief description and estimated cost for the four potential projects is as follows:

1. Huntington Street Trail. This project involves connecting Waterworks Park and Marble Street Park with a new trail along Huntington Street adjacent to the water treatment plant. In addition to connecting these two existing parks, the trail would bolster the efforts of the NYS Office of Parks Recreation and Historic Preservation to extend the Black River Trail on Ridge Road into the City with an eventual connection to Waterworks Park. The proposed project would involve the construction of an 875' trail from the existing sidewalk on the Route 3 Bridge to the eastern end of Waterworks Park, a retaining wall and landscaping. The estimated cost of this project is \$140,000.

2. Fairgrounds and Bicentennial Park Trail Extension and Neighborhood Connection Project. This project involves connecting the Fairgrounds property and recent trail improvements in Bicentennial Park with a new trail that would be built behind the arena along the eastern Fairgrounds property line. The trail would provide a direct connection to the surrounding neighborhood and would make accessing the park and nearly one mile of riverfront trails much easier. Currently, park users from the neighborhood have to access the park by walking in the road along Lawrence Street and William T. Field Dr. The proposed project would involve the construction of an 850' trail. The estimated cost of the project is \$90,000.

3. Edmund Street Overlook and River Access Improvements. This project would provide a viewing platform/fishing area and access to the riverfront at the end of Edmund Street. Access to the viewing platform would be provided by the construction an 8' wide x 50' paved trail and a two-vehicle parking area. With limited access points on the north side of the river, this project would provide an additional recreational area for the surrounding neighborhoods. The estimated cost of this project is \$76,000

4. Veterans' Memorial Riverwalk and Whitewater Park Connection Project Design. The connection of these two signature riverfront parks with a pedestrian/bicycle path has been a desired improvement for some time, but making the connection has been viewed as difficult due to limitations caused by land use and a limited right-of-way width. The limitations make it difficult to apply for grant funding because of all of the unknowns. This project will provide funding to complete survey work, subsurface investigations along with preliminary and final design work so that the project could be advanced to construction at a later date. The estimated cost of this project is \$25,000.

The proposed projects could be funded through grant programs from either the NYS Office of Parks Recreation and Historic Preservation (NYSOPRHP) or the NYS Department of State (NYSDOS). These grant programs are part of the State's Consolidated Funding Application process. Applications are due August 12.

The NYSOPRHP Environmental Protection Fund Municipal Grant Program offers 75% state funding with a 25% local match. Funds can only be used on dedicated parkland. The Fairgrounds is eligible. The Edmund Street and Huntington Street projects would be eligible if they are dedicated as parkland.

The NYSDOS Environmental Protection Fund Local Waterfront Revitalization Program Grant Program offers 50% state funding with a 50% local match. All four of the proposed projects would be eligible for funding through this program.

Each of the projects will require a match from the City, which can be cash or in-kind services. The Black River Fund will have \$57,000 in FY 2013-14. In-kind sources of match could be the value of engineering services utilized for design or the value of labor and equipment utilized to construct the projects.

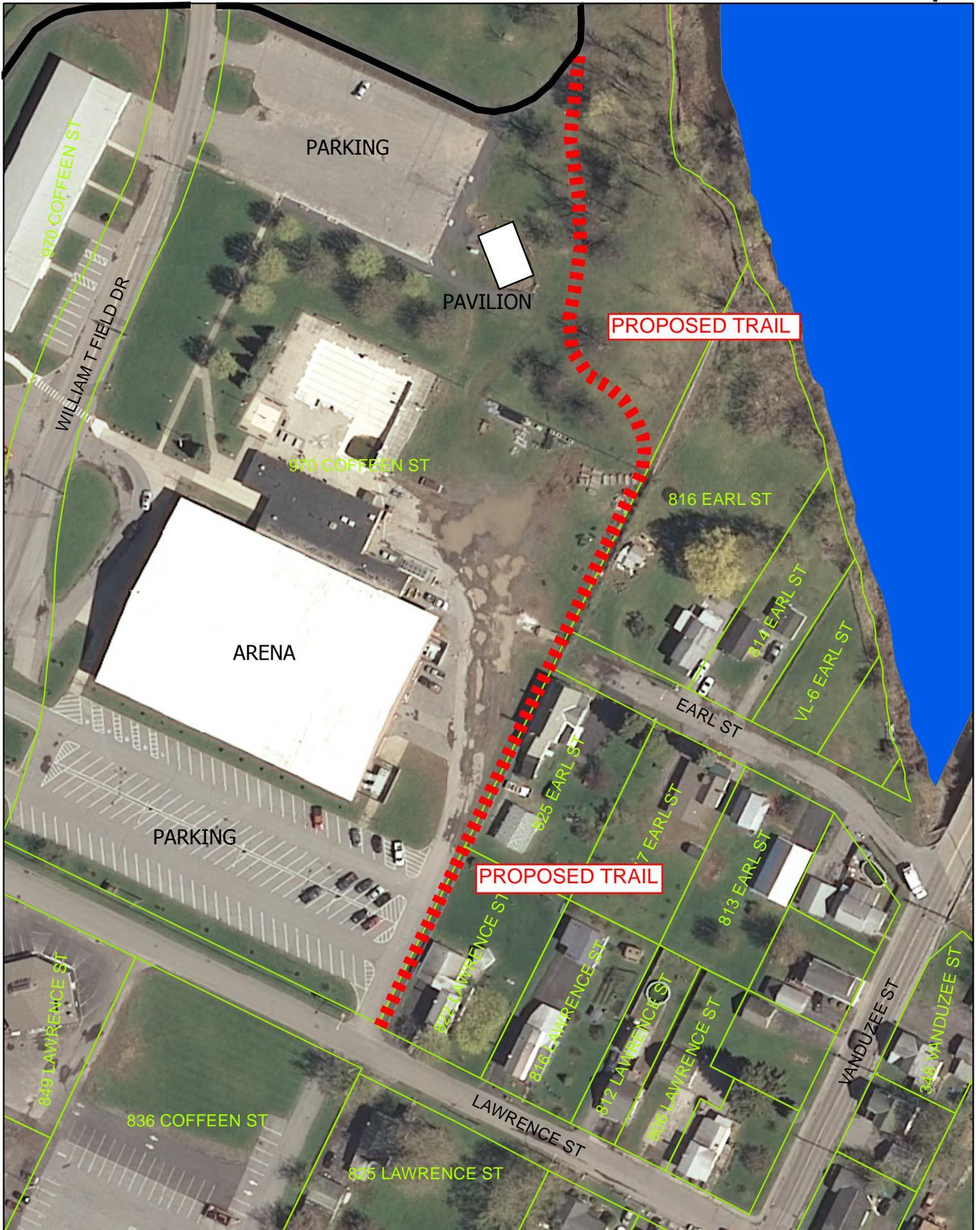
Staff is looking for direction from the Council regarding these proposed projects. If the Council is interested in applying for any or all of the projects, we will begin the application process and have a formal resolution prepared for the August 5 meeting.

# Huntington Street Bike Trail

F



1 inch = 140 feet



# Edmund Street River Access Improvements



1 inch = 93 feet

The Arsenal St. Cemetery  
Preservation & Beautification Project Inc.



Dear Watertown City Council,

I am writing on behalf of the Arsenal St. Cemetery this day and am making the following proposal to bring a water and an electrical supply availability to the Sand St. (eastern section) of the cemetery.

As you know, the preservation project has been going on since 2007 and is now in its seventh season. Through many volunteer man hours and donations, the cemetery has become a focal point of admiration and beauty to behold for those traveling through and visiting our city.

Several attempts have been made to light up our beloved American flag that represents the soldiers from the Revolutionary, Civil War and 1812 War that are laid to rest in this cemetery. To me, it also represents the comradeship that we share with our military neighbor Ft. Drum. Unfortunately, solar lights don't last long and also don't light up as bright as they should. Having electricity to light up the flag and possibly having an electrical GFI box placed at the gazebo would also allow the gazebo to be lit up as well. Looking towards the future, the outlet inside the gazebo would allow for musicians to have an access plug for amps and instruments and any other needs that may come about such as vintage street lamps and a surveillance system to deter vandalism and theft.

Last but not least, a water supply. Since the beginning in 2007, the water supply has come from a donated tank and water supplied from our very own fire department. A truck was needed to haul this tank and I no longer have one available to me at this time. Not to mention the many steps and man hours it took just to get it filled and dispensed to the gardens and many trees that have been planted at the cemetery. The Sand St. section of the cemetery is where the large gardens are planted and is an area where the water is needed the most. Having it at this section would also allow for fundraisers in the

form of car washes to be done. The Big Apple Music store has graciously allowed for car washes over the years, however having our own source of water would allow for after -store - hours car washes such as on Sunday when their business is closed. Looking into the near future, the possibility of having a water feature such as a water fountain could be afforded with the water and electricity.

In conclusion, the work at the cemetery has become very noticeable in our community. With the gazebo, walking bridge, over 50 new trees planted along with gardens planted, it has added a sense of beauty to the strip along Arsenal St. cemetery. It has also given respect to the burial grounds of our first pioneers and soldiers. There is much more work to be done there however. I believe that with the addition of electricity and water supplies this work can be achieved with much more ease.

On a more personal note, It has been an honor to work closely with Gene Hayes and Mike Lumbis over the years. This project would not have been such a success without their help and input.

Sincerely,

Kathy Plante-Hunt

A handwritten signature in black ink, appearing to read 'Kathy Plante-Hunt', written over a printed name and title.

ASC project manager/caretaker