

**CITY OF WATERTOWN, NEW YORK**

**AGENDA**

**Monday, April 15, 2019**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, April 15, 2019, 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 - Approving Employment Agreement Between the City of Watertown and Ann Marie Saunders, City Clerk
- Resolution No. 2 - Approving Grant of Easement with National Grid/Niagara Mohawk Power Corporation for a New Pole at Thompson Park
- Resolution No. 3 - Approving Professional Services Contract, Volunteer Transportation Center
- Resolution No. 4 - Readopting Fiscal Year 2018-19 General Fund Budget and Fiscal Years 2018-19 through 2022-23 Capital Budget
- Resolution No. 5 - Authorizing Spending From Capital Reserve Fund

**ORDINANCES**

- Ordinance No. 1 - Amending the Code of the City of Watertown, Sections 310-26.1, Fences and 310-27, Visibility At Corners

**LOCAL LAW**

**PUBLIC HEARING**

## **OLD BUSINESS**

Tabled

Resolution Authorizing Assignment of City-owned Tax Sale Certificate on Parcel Number 02-02-121.000 Known as 542 Cooper Street to The Triumph, LLC

## **STAFF REPORTS**

1. Update on Status of New Thompson Park Pool – Verbal Report to be Provided by Justin L. Wood, City Engineer
2. Staff Report by City Manager on Watertown Golf Club, Inc. – Verbal Report to be Provided
3. North Hamilton Street Playground Ribbon-Cutting

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

## **WORK SESSION**

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MAY 6, 2019.**

Res No. 1

April 10, 2019

To: Members of City Council  
From: Joseph M. Butler, Jr., Mayor  
Subject: Approving Employment Agreement Between the City of Watertown and  
Ann M. Saunders, City Clerk

Attached is a Resolution for Council consideration, along with the proposed Employment Agreement with City Clerk, Ann M. Saunders.

April 15, 2019

**RESOLUTION**

Page 1 of 1

Approving Employment Agreement  
Between the City of Watertown and  
Ann Marie Saunders, City Clerk

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

\_\_\_\_\_

WHEREAS the Charter of the City of Watertown details the Power and Duties of the Watertown City Council, and

WHEREAS in accordance with §20, Paragraph 7, the Council has a duty to enter into a contract with an appointed City Clerk for a period of time, which may, by reason of its duration, bind a future Council to its terms. However, in no event shall any Council enter into any one contract with an appointed City Clerk for a period exceeding two years,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Employment Agreement between the City of Watertown and Ann Marie Saunders, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor Joseph M. Butler, Jr. is hereby authorized and directed to execute the Employment Agreement on behalf of the City of Watertown.

***Seconded by***

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of April 2019, by and between the City of Watertown, New York, a municipal corporation having offices at 245 Washington Street, Watertown, New York 13601, hereinafter called "Employer" or "City Council," and Ann Marie Saunders, an individual residing at 212 Green Street, Watertown, New York 13601, hereinafter called "Employee" or "City Clerk."

### **WITNESSETH**

**WHEREAS** Employer desires to employ the services of Employee as City Clerk of the City of Watertown, as provided for in the Charter of the City of Watertown; and

**WHEREAS** Employee desires to be employed as City Clerk of the City of Watertown; and

**WHEREAS** it is the desire of both parties to describe certain Employee benefits, establish certain conditions of employment and to set working conditions of said Employee; and

**WHEREAS** it is the desire of the City Council to (1) secure and retain the services of Employee, and to provide inducement for her to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's service at such time that the City Council may desire,

**NOW THEREFORE** in consideration of the mutual covenants herein contained, the parties agree as follows:

#### **Section 1. Power and Duties of the City Clerk**

The City Council hereby agrees to employ Employee as City Clerk of the City of Watertown to perform the functions and duties specified in the City of Watertown Charter and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

#### **Section 2. Term**

- A. The term of this Agreement shall be from May 1, 2019 through April 30, 2021.
- B. The City Clerk serves at the pleasure of the City Council and nothing herein shall be taken or construed to prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Clerk at any time, subject only to the provisions of Section 3 of this Agreement, when effective.

- C. In the event Employee determines to voluntarily resign as City Clerk before expiration of the term of this Agreement, then Employee shall give the City Council thirty (30) calendar days of advance notice unless the parties agree otherwise.

### **Section 3. Early Termination and Severance Pay**

- A. In the event employment of the City Clerk is terminated other than for just cause (as defined in Section 3(D)), and prior to the expiration of the term of this Agreement, the City Council agrees to pay Employee three months' salary, on a biweekly basis, as a severance. The City will, during the severance payment period, provide continuing medical insurance on the same terms as described in Section 6. Employee shall, upon such termination, also be compensated in a lump sum for all earned vacation calculated at the rate of pay in effect upon termination, less appropriate withholdings.
- B. For purposes of this Section 3, a failure of the City Council to renew the City Clerk's Agreement shall not be deemed a termination entitling the City Clerk to severance pay if the City Council shall notify the City Clerk, in writing, by February 1<sup>st</sup> of the year requiring renewal, that the Agreement shall not be renewed. If the City Council does not inform the City Clerk by February 1<sup>st</sup> of the year requiring renewal that the Agreement will not be renewed, then any subsequent failure to renew shall entitle the City Clerk to the Severance Pay called for in Section 3(A).
- C. In the event City Council at any time reduces the salary, compensation, or other benefits of the City Clerk in an amount greater than an applicable across-the-board reduction for all employees of the City, or the City Clerk resigns following a suggestion, either formal or informal, by the City Council that she resign, then in that event the City Clerk may at her option be deemed terminated, and entitled to the benefits as provided in Section 3(A). However, prior to a "deemed" termination, the City Clerk must give the City Council notice of her intention to treat a particular action as a termination and provide the City Council ten (10) days to "cure" any claimed termination.
- D. In the event the City Clerk is terminated for "just cause," the Employer's only obligation to the City Clerk is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just case" is defined as the commission of a crime or other action involving dishonesty or moral turpitude.
- E. Contemporaneously with the delivery of all of the severance pay set forth at Section 3(A) above, the City Clerk shall execute and deliver to Employer a release, releasing Employer from all claims that City Clerk may have against Employer relating to the termination of employment.
- F. The terms of this Agreement shall remain in full force and effect unless and until it expires of its own terms, or is sooner terminated.

#### **Section 4. Salary**

For the term of this Agreement, Employer agrees to pay Employee for her services as City Clerk an annual gross salary of \$67,704.00, payable in installments at the same time as other employees of the City of Watertown are paid.

#### **Section 5. Retirement and Deferred Compensation Benefits**

- A. The City Clerk shall be covered by the same retirement system as all other non-public safety employees (New York State Employee Retirement System), and will enter the system as a Tier 5 employee.
- B. The City Clerk shall have the option of converting up to 3 sick days and 3 vacation days, per fiscal year, into dollars to be contributed to the Employee's Section 457 deferred compensation plan.
- C. The City Clerk shall have the right to continue health insurance into retirement with the continuing contribution of total premium established at Section 6 of this Agreement.

#### **Section 6. Health Insurance**

The Employee shall be covered by the same health plan as all other employees. If Employee elects family healthcare coverage, Employee shall contribute 19% of the total premium for said plan. If Employee elects single healthcare coverage, Employee shall contribute 25% of the total premium for said plan. Deductions for the cost of the premium contribution for the coverage elected by Employee shall be withheld from Employee's installments of salary. Employee shall be permitted to participate in the City's Section 125 Plan.

#### **Section 7. Other Benefits**

- A. Vacation: Employee shall earn twenty (20) days vacation per year, to be scheduled with consideration of other employees' requests. Employee may, at her option, carry over any unused days of vacation leave in any one given year. Such carryover of vacation leave shall not be cumulative from year to year.
- B. Sick Leave: Employee's accrual of sick leave shall be at the rate of one (1) day per month. Accrued sick leave is not paid out in cash upon termination of employment for any reason.
- C. Holidays: The City of Watertown observes the following holidays:

New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas.

When a holiday falls on a Saturday, Employee shall be given time off on the preceding Friday. When a holiday falls on a Sunday, Employee shall be given time off on the following Monday.

- D. Bereavement: The City of Watertown agrees to provide up to three (3) days of bereavement leave per death in the immediate family. Immediate family is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother or father-in-law, brother or sister-in-law, stepson, stepdaughter.
- E. Maternity Leave: Employee shall be entitled to the same maternity leave benefits which are provided by the City to City Management and Management Confidential employees.

### **Section 8. Professional Development**

Employer agrees to budget for and to pay for professional dues, subscriptions, travel and subsistence expenses of the City Clerk for professional participation and travel, meetings and occasions adequate to continue her professional development. Said participation on City time shall include the International Institute of Municipal Clerks and its dues, New York State Association of City and Village Clerks conference and its dues, and the New York State Association of Municipal Historians and its dues.

### **Section 9. Performance Evaluation**

The City Council shall review and evaluate the performance of the City Clerk as required by the City's Charter. Employer agrees to review base salary and/or other benefits of the City Clerk at the time of each review.

### **Section 10. Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule.

### **Section 11. Residency**

For the term of this Agreement, Employee shall remain a resident of the City of Watertown. Employee acknowledges that City residence is a condition of retaining the Office of City Clerk.

**Section 12. Indemnification**

Employer shall defend and indemnify Employee, in accordance with Section 18 of the New York Public Officers Law, in any action or special proceeding arising from Employee's performance of duties as City Clerk, unless those actions were illegal or otherwise outside the scope of her duties or authority.

**Section 13. Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- |              |  |
|--------------|--|
| (1) EMPLOYER | Mayor of the City of Watertown<br>Suite 302, City Hall<br>245 Washington Street<br>Watertown, NY 13601 |
| (2) EMPLOYEE | Ann Marie Saunders<br>212 Green Street<br>Watertown, NY 13601  |

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 14. General Provisions**

- A. The Agreement shall constitute the entire Agreement between the parties in connection with its subject matter.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. There shall be no changes in this Agreement, unless agreed to in writing and approved by majority vote of the City Council and by Employee.
- D. This Agreement is subject to all provisions of the City Charter of Watertown, New York.

**IN WITNESS WHEREOF** the City of Watertown has caused this Agreement to be signed and executed on its behalf by its Mayor and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Date: \_\_\_\_\_

\_\_\_\_\_  
City of Watertown  
By: Joseph M. Butler, Jr., Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Ann Marie Saunders  
Employee

Res No. 2

April 10, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Approving Grant of Easement with National Grid/Niagara Mohawk Power Corporation for a New Pole at Thompson Park

As we progress with the Thompson Park Pool and Bathhouse Project, National Grid will be setting a new pole near the south side of the existing bathhouse from which electric service will be run underground to the new bathhouse. As stated in the attached report of City Engineer Justin Wood, an easement must be granted to National Grid for the new pole location so they can maintain access to the system.

A Resolution for Council consideration is attached, along with the Grant of Easement for your review.

# RESOLUTION

Page 1 of 1

Approving Grant of Easement with National Grid/  
Niagara Mohawk Power Corporation for a  
New Pole at Thompson Park

***Introduced by***

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

WHEREAS the Thompson Park Pool and Bathhouse Project is progressing, and

WHEREAS in support of this project, National Grid/Niagara Mohawk Power Corporation requires an easement for utility work to be performed at the City-owned property at Thompson Park,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Grant of Easement between the City of Watertown and Niagara Mohawk Power Corporation, a copy of which is attached and made a part of this resolution, for a new pole at Thompson Park, and

BE IT FURTHER RESOLVED that Mayor Joseph M. Butler, Jr. is hereby authorized and directed to execute the Grant of Easement on behalf of the City of Watertown.

***Seconded by***



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: March 27, 2019

TO: Richard Finn, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Thompson Park Pool and Bathhouse – National Grid Easement

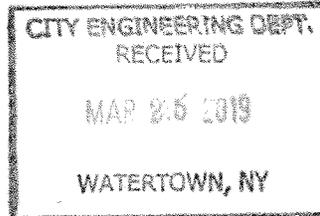
As part of the Thompson Park Pool and Bathhouse Project, the electric service must be upgraded to serve the new facilities. This electric upgrade requires National Grid to set a new pole near the south side of the existing bathhouse, from which point the electric service will be ran underground to the new bathhouse. An easement must be granted to National Grid for the new pole location so they can maintain access to the system. The application, letter, and schematic plan are attached for your review.

Please forward to City Council for review and approval.

Cc. Jim Mills, City Comptroller  
Michael Lumbis, Planning and Community Development Director  
Erin Gardner, Superintendent of Parks and Recreation

nationalgrid

Robin Coutermarsh  
Right of Way Agent  
Notary Public



February 21, 2019

Justin Wood  
City of Watertown  
245 Washington St.  
Watertown, NY 13601

**RE: INSTALL POLE & ANCHOR  
TO SERVE THOMPSON PARK (BATH HOUSE)  
THOMPSON PARK  
TOWN OF WATERTOWN WR #26723317**

To Whom It May Concern:

Enclosed please find National Grid standard easement forms for utility work being performed relative to the above project. You are responsible for obtaining the necessary easements required for the installation of our facilities. Property owner information was obtained based on our information provided by you and from existing tax records. Please verify the tax map #, block #, parcel #. This information can be obtained from your tax bill or deed.

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

If the project involves multiple easements, they can be returned individually or together. Once the easement is signed, please return your easement package to me in the enclosed postage paid envelope so that we may proceed with our work.

If you have any questions regarding the easement or the project, please feel free to contact me at (315) 785-5236.

Sincerely yours,

A handwritten signature in cursive script that reads "Robin Coutermarsh".

Robin Coutermarsh  
Right of Way Agent

Enclosures

**IF YOU HAVE ANY QUESTIONS REGARDING YOUR ELECTRICAL SERVICE HOOK UP OR SCHEDULE, PLEASE CALL CUSTOMER ORDER FULFILLMENT AT 1-800-560-0054.**

21265 State Route 232  
Watertown, NY 13601

315-785-5236 Fax: 315-788-0563  
robin.coutermarsh@nationalgrid.com

## GRANT OF EASEMENT

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

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

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

b. From time to time, without further payment therefore, clear and keep cleared, that portion of Grantor's Land described in Section 3 below (the "Trimming Easement Area") of any and all trees, limbs, branches, roots or vegetation and trim and remove danger trees adjacent to the Easement Area that, in the opinion of the Grantee may jeopardize the integrity of the Grantee's electric distribution facilities; Grantee shall follow accepted arboricultural standards which may require Grantor to make pruning cuts closer to the tree stems, outside the 10-foot easement area;

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

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

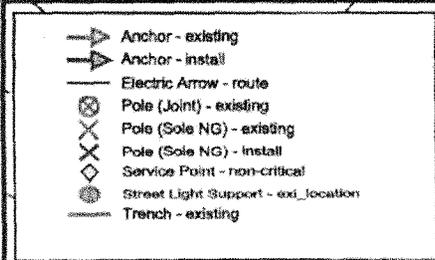
**Section 2 – Description of Grantor's Land.** The "Grantor's Land" is described in a certain Deed recorded in the Jefferson County Clerk's Office on --/--/--in Liber 350 of Deeds at Page 89 and consists of land described as being part of Tax Parcel No. 12-30-101 of the City of Watertown, County of Jefferson, New York, commonly known as Thompson Park (Bath House) and/or Tax Parcel No. 12-30-101.

**Section 3 – Location of the Easement Area.** The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled 13-19-27623317, which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto. The "Trimming Easement Area" shall be a strip of land measured ten (10) feet from the outermost electric conductor on each side of the line.

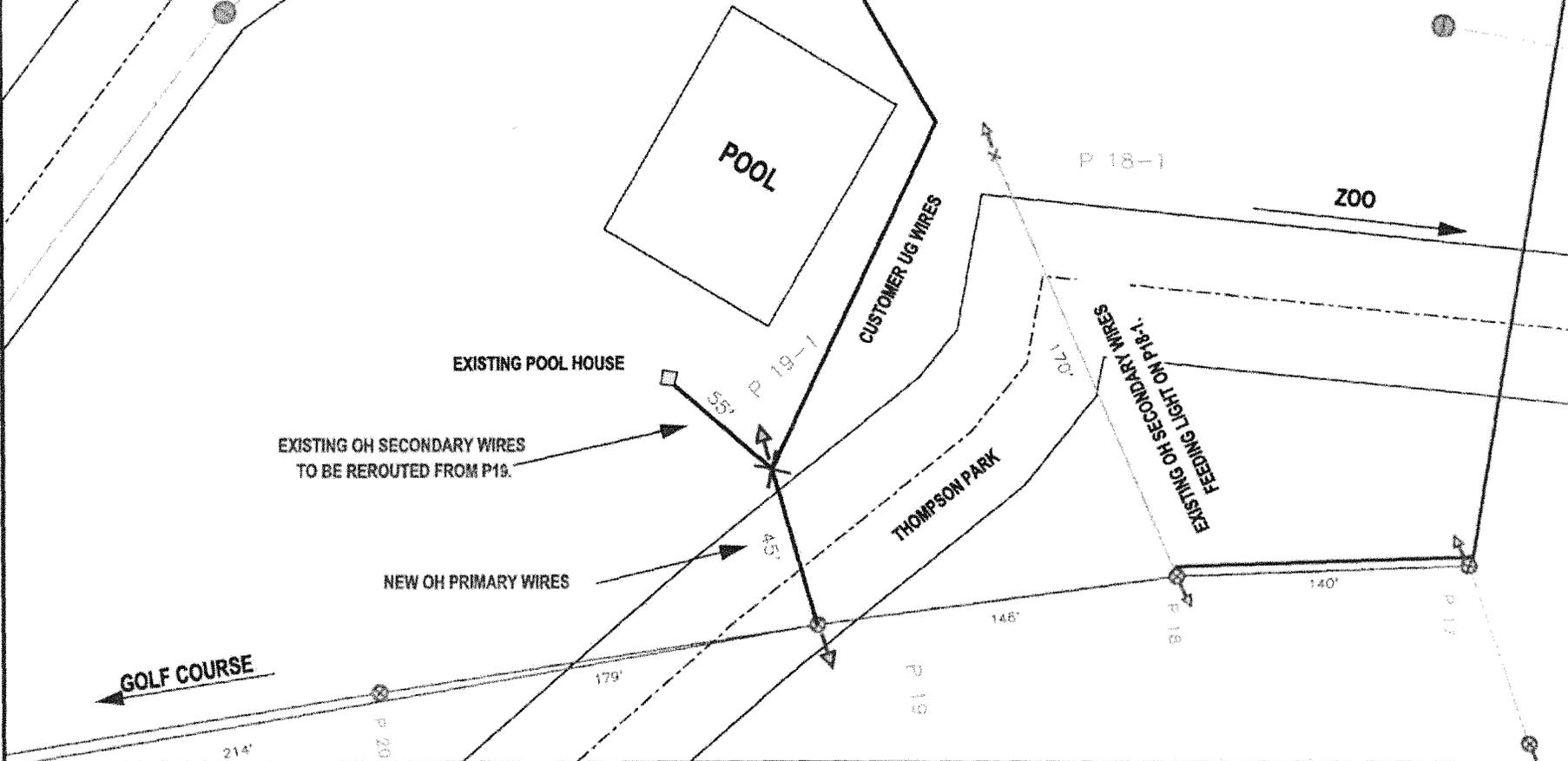
**Section 4 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

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





**CITY OF WATERTOWN**  
12-30-101



**EASEMENT #: 13-19-27623317**

**EASEMENT SKETCH - EXHIBIT A**

**NOT TO SCALE**

DESIGNER: Grunisen, Devin  
DATE: 2/19/2019  
WORK ORDER #: 13-19-27623317

DEVELOPMENT NAME and LOCATION  
THOMPSON PARK POOL HOUSE  
CITY OF WATERTOWN  
TO SERVE THE CITY OF WATERTOWN

**nationalgrid**  
SHEET 1 OF 1

Res No. 3

April 10, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager  
Subject: Approving Professional Services Contract,  
Volunteer Transportation Center

A handwritten signature in black ink, appearing to read 'R. M. Finn', is written over the 'From:' line of the memo.

The Volunteer Transportation Center has been providing assistance to our Department of Public Works in navigating through the rules and regulations of the FTA. The attached Professional Services Contract details the scope of work for which we would like them to continue with this service at a cost not to exceed \$30,000. Based on the recommendation of our Public Works Supervisor, I am in full agreement with Mr. Keenan's recommendation and ask you to approve the attached Resolution.

This Contract will be funded through the Federal/State grant fund at 50%, with City Funds being \$15,000.

Attached for Council consideration is a resolution approving this Contract.

# RESOLUTION

Page 1 of 1

Approving Professional Services Contract,  
Volunteer Transportation Center

*Introduced by*

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

---

WHEREAS the City of Watertown desires to enter into a contract with the Volunteer Transportation Center (VTC) to provide professional services in support of the Cities fixed route and para-transit operations, and

WHEREAS the submission of project applications and the development of plans with funding strategies for network expansion will collectively serve to improve the delivery of services to the community,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Contract Between the City of Watertown and Volunteer Transportation Center, a copy of which is attached and made a part of this resolution, in the amount not to exceed \$30,000, and

BE IT FURTHER RESOLVED that City Manager Richard M. Finn is hereby authorized and directed to execute this contract on behalf of the City of Watertown.

*Seconded by*

## **PROFESSIONAL SERVICES CONTRACT**

### **1. PARTIES:**

The parties to this contract are the City of Watertown, and the Volunteer Transportation Center, Inc.

### **2. SCOPE OF SERVICES:**

The services to be provided by Contractor are described in Attachment A.

### **3. PAYMENT:**

- (a) Payment for services. An invoice for services shall be submitted monthly for all services. If reimbursement of expenses is authorized, Contractor may submit monthly invoices for such expenses, including appropriate documentation of each expense incurred. The City generally will process and pay bills within thirty (30) days from receipt.
- (b) Reimbursement of expenses. The payment for services includes payment for all costs and expenses authorized through the terms of this agreement that may be incurred by Contractor in the performance of said services.
- (c) Maximum payment. The maximum payment under this contract for services and, if authorized, reimbursement of expenses, shall not exceed \$30,000 (see Attachment B). VTC shall bill the City at the rate of \$60 per hour for authorized work.
- (d) Audit of Records. Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City for establishing the basis of an invoice, for a minimum of four (4) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow City representative to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

### **4. TIME FOR PERFORMANCE:**

- (a) Contractor will complete all services by April 15, 2020. The agreement may be extended for one (1) additional year contingent on approval of the City Manager and the availability of funding as detailed in the Adopted City Budget.
- (b) Extension of time for unforeseen circumstances. In the event that the Contractor is unable to meet the completion date or schedule of services, if any,

due to circumstances beyond Contractor's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, except strikes, lockouts, or work slowdown or stoppage of Contractor's employees or subcontractors, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts, Contractor shall inform the City Contract Manager of the additional time required to perform the work and the City Contract Manager may adjust the schedule.

**5. STANDARD OF PERFORMANCE:**

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Such approval does not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under New York law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract at their sole expense.

**6. INDEPENDENT CONTRACTOR:**

Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents or subcontractors, if any, is an employee of the City by virtue of this contract or performance of any work under this contract.

**7. ASSIGNMENT:**

Contractor shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this contract without the express written consent of the City in each instance.

**8. SUBCONTRACTORS:**

Contractor will perform the work personally or through Contractor's employees. Contractor may subcontract work only upon prior approval of the City and in compliance with provisions of the City's Small Contractor Outreach and Opportunities Program, if the City determines that the program provisions are applicable.

**9. CONTRACTOR'S EMPLOYEES:**

(a) Immigration Reform and Control Act of 1986. Contractor is aware of the

requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements including, but not limited to, verifying the eligibility for employment of all of Contractor's agents, employees, subcontractors and Contractors that are included in this contract.

(b) Limitation of City Liability. The payment made to Contractor pursuant to this contract shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents and subcontractors are entitled for performance of any work under this contract. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

(c) Indemnification for Employee Payments. Contractor agrees to defend and indemnify the City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of the City, for work done under this contract. This <sup>is</sup> a continuing obligation that survives the termination of this contract.

#### 10. FAIR EMPLOYMENT PRACTICES:

(a) Civil Rights Act. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the New York Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted, and the City's Small Contractor Outreach and Opportunities Program.

(b) City Discrimination/Harassment Policy. Contractor and its officers, employees, agents and subcontractors shall comply with the City's Discrimination/Harassment Prohibition Policy in performance of this contract.

(c) Indemnification. To the fullest extent permitted by law and without limitation by the provisions of Section 19 relating to insurance, the Contractor shall also indemnify, defend and hold harmless the City, and its directors, officers, employees and agents from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or

subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Contractor or its subcontractors, the Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor. The provisions of this Section survive completion of the services or termination of the Contract.

**11. WORKPLACE CONDUCT AND BEHAVIOR:**

Contractor and Contractor's officers, employees, agents and subcontractors shall comply with the City's Substance-free Work Place Policy, Information and Communications Systems Policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of the City or using City facilities or equipment.

**12. OWNERSHIP OF WORK PRODUCT:**

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the City. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**13. CHANGES IN WORK:**

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the City Contract Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The City Contract Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Contractor or ordered by the City Contract Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

**14. CONFIDENTIALITY:**

(a) Confidential Nature of Information. Contractor shall treat all information obtained from the City in the performance of this contract as confidential and

proprietary to the City. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this contract as confidential.

(b) Limitation on use and disclosure. Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of work. Contractor will not disclose any information prepared for the City, or obtained from the City or obtained as a consequence of the performance of work to any person other than the City, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City.

(c) Security plan. If requested by the City Contract Manager, Contractor shall prepare a security plan to assure that information obtained from the City or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Contractor shall advise the City of any request for disclosure of information or of any actual or potential disclosure of information.

(d) Survival. Contractor's obligations under this paragraph shall survive the termination of this contract.

#### **15. PROHIBITED INTEREST:**

No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

#### **16. CONFLICT OF INTEREST:**

(a) The City has determined, based on the scope of the services to be provided by Contractor under this contract, that this contract confers on Contractor or any of Contractor's employees the status of a "designated employee" or "Consultant" of the City for the purposes of the City's Local Conflict of Interest Code.

(b) Disqualification. Contractor shall not make or participate in making or in any way attempt to use Contractor's position to influence a governmental decision in which Contractor knows or has reason to know Contractor has a direct or indirect financial interest other than the compensation promised by this contract. Contractor will not have such interest during the term of this contract. Contractor will immediately advise the City Manager if Contractor learns of a financial interest of Contractor's during the term of this

contract. If Contractor's participation in another City project would create an actual or potential conflict of interest, in the opinion of the City, the City may disqualify Contractor from participation in such other project during the term of this Contract.

## 17. INDEMNIFICATION:

(a) To the fullest extent permitted by law, the Contractor shall (1) immediately defend,

And (2) Indemnify the City, and its directors, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

## 18. INSURANCE:

(a) Requirement. Contractor shall procure and maintain during the period of performance of this contract and for months following completion, insurance from insurance companies authorized to do business in the State of New York, as set forth in this section. These policies shall be primary insurance as to the City so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance.

General liability: coverage in an amount not less than **\$2,000,000** general aggregate and **\$1,000,000** per occurrence for general liability bodily injury, personal injury, and property damage.

Automobile liability: coverage in an amount not less than **\$1,000,000** per accident for personal injury including death, and property damage.

Professional liability: (errors and omissions) for damage alleged to be as a result of errors, omissions or negligent acts of Contractor.

Workers' compensation and contractor's liability: coverage shall comply with the laws of the State of New York.

A deductible or retention may be utilized, subject to approval by the City.

All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or any other coverages included in the policy) by any party including additional insureds or insurers, shall satisfy the self-insured retention limits.

(b) Endorsements. The insurance policies shall be endorsed as follows:

For the commercial general liability insurance, the City (including its directors, officers, employees, and agents) shall be named as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 10 93, that contain the provisions required by this contract.

Contractor's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's endorsement of insurance shall include a waiver of any rights of subrogation against the City, and its directors, officers, employees and agents.

Contractor's insurance will not be canceled, limited, amended, reduced in coverage amount, or allowed to expire without renewal until after thirty (30) days' written notice has been given to the City, or after ten (10) days' written notice in the case of cancellation for non-payment of premium.

(c) Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by the City, which satisfies the following minimum requirements: An insurance carrier admitted to do business in New York and maintaining an agent for process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better and a financial size of "\$10 million to \$24 million (Class V) or better", or A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in New York and the policy provides for an agent for process in the state. Workers' Compensation and Employer's Liability shall be provided by an A-V rated carrier or by the New York State Compensation Fund. If provided by a carrier other than New York State Compensation Fund, Contractor shall provide proof of the contractor's A-V rating to City.

(d) Provision of Insurance Prior to Commencement of Services. Before commencing any services, Contractor shall furnish certificates of insurance and endorsements affecting coverage on forms provided by City, or on equivalent ISO forms that contain provisions required by this contract.

#### **19. ACCIDENT REPORTS:**

Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City any accident or other occurrence causing injury to persons or property during the performance of this Contract. If required by the City's Risk Manager, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

#### **20. COVENANT AGAINST CONTINGENT FEES:**

Contractor agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this contract. For breach or violation of this provision the City shall have the right to terminate this contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

#### **21. TERMINATION OR ABANDONMENT:**

(a) City 's Rights. The City has the right to terminate or abandon any portion or all of the work by giving ten (10) days' written notice. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice.

Before the date of termination, Contractor shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The City shall pay Contractor for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City and Contractor for the portion of work completed in conformance with this contract before the date of termination. In addition, the City will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees and reimbursement of authorized expenses, payable pursuant to this section.

(b) Contractor's Rights. Contractor, if Contractor is not in default or breach, may terminate Contractor's obligation to provide further services under this contract upon thirty (30) days' written notice only in the event of a material default by the City, which default has not been cured within thirty (30) days following the written notice.

## **22. SUCCESSORS OR ASSIGNS:**

All items, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

## **23. ELECTRONIC COMMUNICATIONS:**

During the course of this contract, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Contractor and the City acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Contractor and the City view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Contractor agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each

party will use all reasonable efforts to assure that its communications are virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

#### **24. LAWS AND VENUE:**

This contract and disputes arising out of or relating to the contract or the parties' relationship are governed by the laws of the State of New York. Any action or proceeding arising out of or relating to the contract or the parties' relationship shall be brought in a state or federal court situated in the County of Jefferson, State of New York.

#### **25. ADMINISTRATION:**

- (a) Contractor's principal place of business and agent for service of process.  
Contractor's principal place of business is 24685 Route 37, Watertown, NY 13601.
- (b) City's Representative. The City's Contract Manager for administration of this contract is Patrick Keenan, Superintendent of Public Works. City may change the City Contract Manager at any time upon notice to the Contractor.
- (c) Contractor's Representative. The Contractor's representative for administration of this contract is Sam Purington, who is designated as the Project Manager. The Contractor may change the Project Manager upon written notice to and approval by the City Contract Manager.
- (d) Notices. Any notice or instrument required to be given or delivered by law or this contract shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

City of Watertown  
245 Washington Street  
Watertown, New York 13601

Attn: Patrick W. Keenan, Superintendent  
of Public Works

Contractor:

Volunteer Transportation Center, Inc.  
24685 Route 37  
Watertown, New York 13601

Attn: Sam Purington, Executive Director

Either party may change the address or identity of the person for notices under this paragraph by written notice to the other delivered in accordance with this paragraph.

(e) Routine Administrative Communications. Routine administrative communication required to be in writing may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor and City Contract Manager.

**25. INTEGRATION AND MODIFICATION:**

This contract represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the City and Contractor.

**26. ADVICE OF COUNSEL:**

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

**27. INDEPENDENT REVIEW:**

Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this

contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

28. **TIME:**

Time is of the essence in this contract. Any reference to days means calendar days unless otherwise specifically stated.

29. **SIGNATURES:**

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

DATED: \_\_\_\_\_ 20\_\_\_\_.

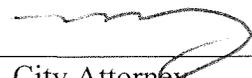
City of Watertown

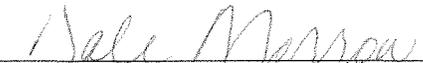
BY: \_\_\_\_\_  
City Manager

Volunteer Transportation Center, Inc.

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

Reviewed By:

By:  4/2/19  
City Attorney

By:  3/20/19  
City Purchasing Manager

By:  3/25/19  
Superintendent of Public Works

## ATTACHMENT A

Scope of Services for  
The City of Watertown CitiBus System  
as provided by  
The Volunteer Transportation Center

Submit/administer project applications to the FTA for recovery of lapsing Section 5307 and 5339 funds for Watertown CitiBus operations for the following Fiscal Years:

City FY 2015-16, City FY 2016-17, City FY 2017-18, City FY 2018-19, City FY 2019-20  
Complete all reports and documentation requirements per 5307 & 5339 guidelines associated with these applications including milestone updates within the TRAMS portal.

Develop appropriate project applications for funding transit operations, rolling stock acquisition, facility and ancillary support equipment improvements in accordance with the Citibus 5 year capital program.

Facilitate the preparation and submission of an application to the NYS DOT for extension of service of Watertown CitiBus to include areas:

- Westerly of the City on State Rt 3 to the BOCES Campus
- Southerly of the City on State Rt 11 to include Summit Care Facility
- Northeasterly to Fort Drum via Rt 11 corridor.

Develop strategies to leverage existing funding sources (5307 & 5339) with non-FTA federal programs and State programs to fund operations in the the extension of service areas as shown above.

Analyze current Citibus operations to identify potential service improvements through readjustment of timing and/or routing adjustments. Prepare reports detailing revenue/expense impacts of the adjustments.

Evaluate intermodal transportation service options for persons with disabilities, the elderly and others who are transportation disadvantaged to design the most efficient and cost effective option possible.

Establish relationships with peer agencies, attend annual transit related conferences and participate in training programs that will collectively serve to improve the delivery of services to the community.

## ATTACHMENT B

1. **March – April: Lapsing Project Planning & Submission**
  - 5307 & 5339 Lapsing fund project submittals to FTA (Early March start)
    - i. 40 hours VTC (Jen)
2. **April – September: Extension of Service Request, Funding Strategies**
  - Service area extension, develop funding strategies (April-August)
    - i. 140 hours VTC (Jen & Sam)
  - Develop funding strategies for persons with disabilities, elderly and those without transportation alternatives (June-September)
    - i. 20 hours (Jen & Sam)
    - ii. 140 hours VTC (Jen & Sam)
3. **October-February**
  - 80 hours general consulting

March-April	40 hours	\$ 2,400
April-September	140 hours	\$ 8,400
	20 hours	\$ 1,200
May-August	140 hours	\$ 8,400
October-February	80 hours	\$4,800
Contingency		<b>\$4,800</b>
	<b>Estimated Cost</b>	<b>\$30,000</b>

- Billing rate at \$60.00/hr.

April 12, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager

Subject: Authorization to Re-adopt FY 2018-19 General Fund Budget to Make Critical Repairs to Fire Engine 3 and to Refurbish the Engine at the Same Time

Presently, Engine No. 3, a 2007 Pierce Truck, has been taken out of service for 23 weeks. Early in November 2018, a City mechanic identified excessive corrosion on the frame rails near the exhaust system. Upon further investigation, it was discovered that there was a hole in the actual frame rail. The vehicle was immediately taken out of service and the manufacturer of the truck, Pierce, was contacted.

The City later learned that this excessive corrosion problem was a problem experienced by many Fire Departments across the United States. The manufacturer was contacted and the City was advised that under the company warranty, Pierce would replace the frame rails at its cost but said cost would only cover the actual failed part (material cost) and not the cost to remove and physically replace the frame rail. The following is the cost breakdown provided to the City by Pierce:

Framework (City expense)	\$ 72,370
Trucking (City expense)	\$ 9,650
Truck Refurbishing (City cost)	<u>\$110,325</u>
(Note: not related to the frame rail repairs)	\$192,345
New galvanized frame rails provided by Pierce	<u>- 8,330</u>
Total cost to the City	\$184,015

Engine 3 is 12 years old, and it is presently in the Capital Budget plan for refurbishment in FY 2022-23, which is almost three years away. Generally, once a fire vehicle is refurbished, it extends the use by approximately 10 years. Our City Attorney has carefully reviewed the warranty that came with Engine 3. Unfortunately, a review of the warranty indicates that Pierce can remedy the problem by providing new frame rails at Pierce's expense. However, the warranty does not require them to install the new frame rails.

The following options are available to the City to make the necessary repairs to Engine 3:

Option 1: Direct Pierce to ship the frame rails to the City at their full cost (\$ 8,330 plus shipping) and have the City contract with a local vendor to make the required repairs. The City's Superintendent of Vehicle Maintenance has reviewed this option and has determined that it is doubtful that a local vendor would be willing to undertake such work and the future safety of the engine would be suspect. This is not a viable option.

Option 2: Transfer Engine 3 to Pierce, which is located in Wisconsin, at a round trip trucking cost of \$9,650. Request Pierce to only make the required repairs to the rail frame, which would require the removal of the cab, pump body and apparatus body along with the axles, air system and fuel system, thereby allowing for the removal of the failing rail system and the installation of the new rail system. Once this is completed, the entire unit would be rebuilt. This option would cost the City approximately \$64,040. The refurbishing would not be undertaken at this time.

Option 3: Implement Option 2 above, but authorize Pierce to also undertake the refurbishment of Engine 3 at an additional cost of \$110,325. This would bring the entire cost to the City to \$184,015. As noted above, the refurbishing is not scheduled nor required for approximately three years (FY 2022-23). If this option is selected, the unit would be repaired and refurbished, and it would return as a front line Engine for an estimated 10 year period.

### Analysis

Engine 3 was built by Pierce, and they control all of the parts required to make the required repairs. Also, although the City could decide to send Engine 3 to a different fire truck manufacturer for the required repairs, the manufacturer would have to purchase all required parts from Pierce at a premium cost. In addition, they would be working on a fire engine that was built based on Pierce technology and not their own. This would most probably result in a much higher repair cost and also a potential for not doing as good a job as the original manufacturer (Pierce) would do.

Based on the purchase of Engine 3 in 2007 (12 years ago), the engine is three years from the scheduled fifteen year refurbishment. If we proceed to refurbish the unit now, then we will receive it back with an anticipated operational expectancy of 5 years front line and then placed in reserve status. If the frame rail system had not failed, the City would have taken the engine out of service effective 2032, which would equate to a loss of three years. However, the Fire Chief has stated that with the repairs and refurbishing being completed now, he will schedule engine 3 to be placed back into front line service for 10 years (2029). This would provide the City with an additional 5 years of front line service by Engine 3. At the end of the front line service, Engine 3 could be placed in reserve capacity.

### Conclusion and Recommendation

It is extremely obvious that the Pierce Fire Truck Manufacture is not standing behind its product and it will cost our City repair costs that in my professional opinion are unfair. In fact, the Pierce Company is using this defective frame rail part to financially enhance their own bottom line. However, in checking with the City Attorney, the warranty clearly states that Pierce is only responsible for the replacement cost of the frame rail system.

The City is not the only municipality that is confronted with this problem. We have learned that there are many cities who have purchased Pierce trucks and are having the exact same problem. In fact, our Engine 2 which was purchased one year earlier (2006) has experienced a minor problem with its frame rail. Fortunately, this condition is being dealt with by applying a special sealer to protect the frame rail, and it appears to be working.

Based on this information, I concur with the Fire Chief's recommendation. However, for the record, I am not pleased with the options available and the fact that our only option is to work with the Pierce Company who has demonstrated that it will not stand behind their own product for an obvious product defect.

The City should pursue the required repairs and refurbishment of Engine 3 as identified in Option 3. It is further recommended that the City, to the extent provided by law, officially register a formal complaint with Pierce and to the extent legally permissible not purchase any future fire vehicles from this company. At one time, the Pierce Company built the best fire vehicles, and they stood behind their products. It appears that this is no longer the case as we and many other fire departments across the nation have learned.

April 9, 2019

To: Richard M. Finn, City Manager  
From: James E. Mills, City Comptroller  
Subject: Re-adoption of the Fiscal Year 2018-19 General Fund Budget and Fiscal Years 2018-19 through 2022-23 Capital Projects Fund Budget

The following resolution was prepared to re-adopt the Fiscal Year 2018-19 General Fund Budget and Fiscal Years 2018-19 through 2022-23 Capital Projects Fund Budget in order to move the refurbishment of Engine 3 from Fiscal Year 2022-23 to Fiscal Year 2018-19 as recommended Chief Herman's attached report dated April 3, 2019.

# RESOLUTION

Page 1 of 2

Readopting Fiscal Year 2018-19  
General Fund Budget and Fiscal  
Years 2018-19 through 2022-23  
Capital Budget

Council Member COMPO, Sarah V.  
Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa L.  
Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

## *Introduced by*

WHEREAS on June 4, 2018 the City Council adopted the Fiscal Years 2018-19 through 2022-23 Capital Budget, and

WHEREAS the Adopted Fiscal Year 2018-19 through 2022-23 Capital Fund Budget planned for the refurbishment of Engine 3 in Fiscal Year 2022-23 and,

WHEREAS City staff is recommending the refurbishment of Engine 3 at an estimated cost of \$115,000 occur while the truck is undergoing significant warranty work in Wisconsin and,

WHEREAS the funding for the refurbishment will be from the Capital Reserve Fund and,

WHEREAS on June 4, 2018 the City Council passed a resolution adopting the Budget for Fiscal Year 2018-19, of which \$44,397,432 was appropriated for the General Fund, and

WHEREAS the Adopted Fiscal Year 2018-19 General Fund and Capital Fund Budget did not contain funding for the Engine 3 refurbishment in the amount of \$115,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2018-19 through 2022-23 Capital Budget to move the refurbishment of Engine 3 into Fiscal Year 2018-19 at an estimated cost of \$115,000 with the funding to be funded from the Capital Reserve Fund and,

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund Budget for Fiscal Year 2018-19 to include \$115,000 for the Engine 3 refurbishment from the Capital Reserve Fund, and

**RESOLUTION**

Page 2 of 2

Readopting Fiscal Year 2018-19  
 General Fund Budget and Fiscal  
 Years 2018-19 through 2022-23  
 Capital Budget

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa L.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

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

<u>Revenue and Appropriated Fund Balance</u>	
A.0000.0888 Capital Reserve Fund	<u>\$ 115,000</u>
Total Appropriated Fund Balance	<u>\$ 115,000</u>
 <u>Expenditures</u>	
A.9950.0900 Transfer to Capital Projects Fund	<u>\$ 115,000</u>
Total Expenditures	<u>\$ 115,000</u>

*Seconded by*



CITY OF WATERTOWN, NEW YORK  
FIRE DEPARTMENT  
224 SOUTH MASSEY STREET  
WATERTOWN, NEW YORK 13601  
OFFICE: 315-785-7800  
FAX: 315-785-7821  
Dale C. Herman, Fire Chief  
dherman@watertown-ny.gov



To: Richard Finn, City Manager  
From: D. Herman, Fire Chief DCH  
Date: April 3, 2019  
Subject: Status of Engine 3

In early November 2018, a DPW mechanic who was working on Engine 3, a 2007 Pierce Enforcer, discovered that there appeared to be excessive corrosion on the frame rails near the exhaust system. Further investigation discovered a hole in the frame rail itself. The mechanic documented the area in questions with photos and measurements.



Photo of frame rail with hole.



Lower compartment corrosion

We then contacted our local apparatus dealer, Churchville Fire, to report such findings and informed them that in the original documentation received when the vehicle was new and delivered, was a lifetime warranty, see attached. We also place the vehicle out of service for safety reasons.

A conference call was held on Friday, December 7<sup>th</sup>, with representatives from both Churchville and Dave McAlice a regional rep from the manufacturer. It was decided that Mr. McAlice, Ren Scott from Pierces' refurbishment division and Churchville representatives would come to Watertown and evaluate the vehicle's condition first hand.

Their evaluation in January of this year determined that the frame rail is corroded to the point that it would need to be replaced rather than repaired in order to keep the apparatus in-service. They explained that process by which the frame rail would need to be replaced, which included the removal of the cab, pump body and apparatus body along with axles, air

system and fuel system being removed from the frame rail and then reattached to new frame rails.

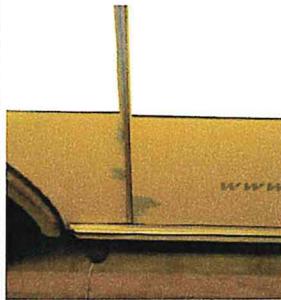
Their proposal to do this work is \$65,720 with additional work to replace compartment floors of \$6,650. They are providing a discount of donation of new galvanized frame rails, cross members and assembly hardware of \$8,330 bringing the total frame work details to \$64,040. There is an additional charge for trucking the apparatus to Wisconsin and delivery back by a driver of an additional \$9,650, see attached proposal. The total cost to have the vehicle in an operational condition is \$73,690.

As the vehicle is already 12 years old and is in the capital budget plan for refurbishment in FY 22-23, a modified specification that was developed to refurbish pumper 8-1 was sent to Pierce for consideration of refurbishment of the vehicle while it is in Wisconsin. The cost to do this work is \$110,325. See attached proposal.

Refurbishment of this vehicle at this time requires an adjustment to the capital plan, but ensures that the vehicle will not need to be refurbished in 2022. This vehicle, if refurbishment were to take place in Wisconsin, should ensure that this vehicle will be in an almost new condition with the exception of drive train and fire pump. The drive train and pump have had routine maintenance performed based on engine hour intervals. In the future, the frame, compartments, doors and other safety features should not need any major repairs and this vehicle can return to front line service for another 10 to 12 years.



Non functioning rear facing arrows stick



Exterior Corrosion



Worn Seat Components

The total expected cost of the project as it currently stands:

Framework	\$ 64,040
Trucking	9,650
<u>Refurbishment</u>	<u>110,325</u>
Total	\$184,015

This proposal does not include travel expenses for a trip for two members of the department to inspect the vehicle progress and workmanship prior to leaving the facility in Wisconsin.

It is my recommendation that we proceed with the frame replacement, which would also entail the trucking cost. As for the refurbishment, I am recommending that we have that work done as well with the exception of replacing the aluminum diamond plate. Currently it appears that only one running board on the right side of the vehicle is damaged and should be replaced. As the proposal is listed in an ala carte fashion, we have the ability to delete that work from the proposal. The elimination of this item should more than account for any travel expenses that we encounter on the inspection trip.



Diamond plate running board in need of work.



Worn labels on pump panel

The time frame for having the work done is contingent on Council approval and determination of the scope of work to be performed.

If you have any questions, please feel free to contact me.

CC: J. Mills

*Pierce Fire and Rescue Apparatus*  
**Chassis Frame Rail**  
*Lifetime Structural Integrity*  
*Limited Warranty*

---

**1. LIMITED WARRANTY.**

Subject to the limitations and exclusions set forth below, and provided the vehicle shall have been placed in service within sixty (60) days after delivery to the original purchaser (the "Buyer") as established by our original invoice, for a period of fifty (50) years, which is the estimated useful life of the vehicle, after delivery to the original purchaser, Pierce Manufacturing Inc. ("Pierce") warrants to the Buyer that its chassis frame rail manufactured by Pierce shall be free from defects in design, material or workmanship. This limited warranty shall apply only if the vehicle is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular vehicle model. Normal service means service which does not subject the vehicle to stresses or impacts greater than normally result from the careful use of the vehicle or chassis. If the Buyer discovers a defect or nonconformity it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to (a) any integral parts, components, attachments or trade accessories of or to the vehicle that are not manufactured by Pierce, but instead, the applicable warranties, if any, of the respective manufacturers thereof shall apply; (b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, improper maintenance or accident; (c) any vehicle chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or (d) Products or parts which may in ordinary course wear out and have to be replaced during the warranty period including, but not limited to, gaskets, liners, reinforcements or cross members. Pierce assumes no responsibility for the assembly of its parts or sub-assemblies into finished products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if one or more structural components are repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability.

**2. DISCLAIMERS OF WARRANTIES.**

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF

MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

**3. BUYER'S EXCLUSIVE REMEDY.**

If the vehicle fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the vehicle available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective vehicle shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the vehicle during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

**4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.**

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to the Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



PERFORM. LIKE NO OTHER.™

# City of Watertown, New York



## Proposal for Refurbishment of:

**One (1) – 2007 Pierce Enforcer  
Pumper Job # 18908 (Engine-2)  
Watertown Fire Department**

**Date: March 29th, 2019**

**Quote is good for 90 days**



**PIERCE MANUFACTURING, INC.**

**MIDWEST REGIONAL SERVICE CENTER**

**816 COMMERCIAL AVENUE \* WEYAUWEGA, WI 54983 \* (920) 867-2142**

Pierce Manufacturing, Inc. is pleased to submit to the **Watertown Fire Department** a proposal for the refurbishment of your **2007 Pierce Enforcer Pumper; Job Number 18908**. The following paragraphs will describe in detail the apparatus additions and modifications proposed.

### **OUR QUALIFICATIONS**

**PIERCE MANUFACTURING** was incorporated in 1917. Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 50 years of experience in the fire apparatus market. Our plants are in and near Appleton, Wisconsin with over 474,000 total square feet of floor space situated on approximately 93 acres of land.

The Pierce Refurbishment Center has achieved the very same reputation for fire apparatus repair and rebuilding. Located just 30 miles west of Appleton in Weyauwega, Wisconsin, the Pierce Refurbishment Center facility is dedicated exclusively to the refurbishing and repairs of all makes and models of fire apparatus and emergency vehicles. Pierce Manufacturing has produced fire apparatus for over 55 years and has been refurbishing apparatus for more than 35 years.

The 40,000 square foot Refurbishment Center has 16 well-equipped bays staffed by 52 certified, highly skilled mechanics. Fabrication and refinishing is done at the main manufacturing facilities to assure our customers the same fine quality that new Pierce apparatus is famous for.

### **ISO COMPLIANCE**

The manufacturer will operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that will be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance will be included with the bid.

### **SINGLE SOURCE MANUFACTURER**

Pierce Manufacturing is a single source apparatus manufacturer. The definition of single source is a manufacturer that designs and manufactures their products using an integrated approach, including the chassis, cab and body being fabricated and assembled on the bidders premises. The warranties relative to the chassis and body design (excluding component warranties such as engine, transmission, axles, pump, etc.) will be from a single source manufacturer and not split between manufacturer (i.e. body and chassis).

### **WELDING REQUIREMENTS**

Pierce Manufacturing follows American Welding Society D1.1-96 standards for structural steel welding. All aluminum welding will be done to American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum. Flux core arc welding will use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.

### **PAYMENT TERMS**

Payment is to be made to Pierce Manufacturing, in full, within 30 days after completion and final acceptance.

### **SHIPPING PRECAUTIONS**

The following shipping precautions must be completed before transportation of the fire department's apparatus to Pierce Manufacturing for refurbishment or repair. ***Failure to complete the listed items below may result in additional costs to the fire department.***

1. All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being driven or flat-bedded.
2. Strip down all loose equipment unless arranged with Pierce prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.
3. All loose or potentially loose items should be taped or strapped to ensure they do not come loose during transit.

### **INCOMING EMERGENCY PARKING BRAKE TEST**

The following inspection will be performed by a qualified Pierce technician to insure this apparatus is safe to drive and perform work on. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. *Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.*

### **INCOMING BATTERY LOAD TEST**

All truck starting system batteries and battery cables will be visually inspected for cracks, acid leaks, corrosion and overall condition. Along with the visual inspection a load test will be performed to verify the batteries cold cranking amps, voltage and shorted cells. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. *Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.*

### **INCOMING VEHICLE INSPECTION**

The following inspections will be performed by qualified Pierce technicians before any work begins. Inspections are to verify working components before disassembly, and to determine the overall condition of the truck.

- Incoming Electrical inspection, all harnesses, breakers, dill block assembly and connection will be tested. Customer is having issues with the high idle while running the aerial and warning lights coming on and off while driving.
- Incoming Chassis Inspection / Body Inspection / and Road test
- Incoming Pump Test

Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. *Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.*

### **FRAME RAIL CORROSION / GALVANIZED REPLACEMENT**

- The frame rails and frame liners will be removed and **replaced** with new frame rails and liners that are **hot dipped galvanized** for additional corrosion protection. The frame rails will be constructed of 120,000 psi yield strength heat-treated.
- Removal of water tank, tank cradle, grating, hosebed dividers and all plumbing attached to and/or through the water tank area.
- The water tank cradle will be removed and replaced with a new **hot dipped galvanized** tank cradle.
- Disassemble the body components, unstring electrical harness and remove the body from the apparatus.
- Disassemble the pumphouse components, unstring electrical harness, drive shafts and all associated plumbing. Removal of the pumphouse from the apparatus.
- Corrosion on pumphouse and mounting brackets will be needle-blasted to remove the corrosion. All affected areas will be treated with a rust inhibitor, primed and repainted.
- The front axle, suspension and steering gear assembly will be removed, cleaned of corrosion, repainted and reinstalled with new mounting hardware.

- Remove all body mounting substructures and replace with new **hot dipped galvanized** body mounting substructures and mounting platforms, new biscuits, cage nuts and hardware will be provided.
- Remove the rear tailboard / platform support and tow bar assembly and replace with new **hot dipped galvanized** rear tailboard / platform substructure, rubber mounting biscuits and new tow bar assembly.
- Remove front bumper sub structures brackets will be removed and replace with new **hot dipped galvanized** components.
- The cab, engine and transmission, drivetrain will be removed and reinstalled in and on the new chassis frame rails.
- Remove all crossmembers and replace with new **hot dipped galvanized** crossmembers.
- Reinstall all removed assemblies; front bumper extension, cab lift mounting brackets, galvanized crossmembers & body mount supports; torque bolts to spec.
- The chassis air tanks and mounting brackets will be replaced using up to four (4) **new** tanks, painted to match – and installed using pairs of stainless-steel mounting straps.
- Replacement of the following brake system components and air tank pressure protection valves with new.
  - Double check valve
  - Relay valve R-14
  - Relay valve R-12
  - Spring brake relay valve
  - ABS valves
  - Rubber brake lines
  - Remove & replace all air valve mounting brackets.
- TAK-4 will be disassembled, the side plates, A-Arms, and tie rods will be replaced with **new** components. Any other components showing signs of corrosion will be needed, treated and repainted. All steering gears will be re-bushed.
- The rear axle assembly will to be steam cleaned / corrosion removed and painted matching the original black color before reinstalling on the new frame rails. Reinstall assembly to include new U-bolts, springs and pins.

- Replace the chassis fuel tank with **new** and install with new stainless-steel straps.
- Replace the driver and passenger side running board supports with new **hot dipped galvanized** supports.
- Replace passenger & driver side battery storage boxes and hold downs with new **stainless-steel** boxes. Finish paint black to match all other frame components.
- Reinstall the body and all components, to include the electrical harnesses
- Reinstall the pumphouse and all components, to include the electrical harnesses
- Reinstall the grating, hosebed dividers and all plumbing attached to and/or through the tank area.
- Check alignment and road test apparatus.
- Check all DOT lighting, emergency warning lights.

- Quoted price to City / WFD:	\$ 65,720
- Less Pierce Mfg' donated components of: new frame-rails / cross-members / assembly hardware.	\$ - 8,330
- Net Quoted price to City / WFD:	\$ 57,390

<b>OPTION REQUESTED / RECOMMENDED</b>
---------------------------------------

- Lower body compartment floors shall be cut out and replaced with new welded aluminum plate, blended in to vertical walls then finish painted to match existing.

- Quoted price	\$ 6,650
----------------	----------

**FINALIZATION and DETAILING**

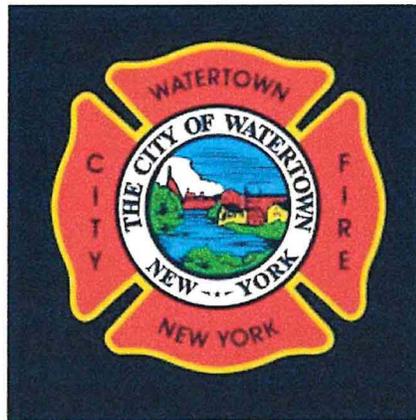
Prior to delivery, the entire vehicle will be washed to include the interior and exterior.

All fluid levels will be checked and topped off and the pumper will be fully fueled,

# City of Watertown, New York

*Proposal for Refurbishment of:*

**One (1) – 2007 Pierce Enforcer Pumper  
Watertown Fire Department / Job # 18908**



**March 29, 2019**

**Quote is good for 90 days**



**PIERCE MANUFACTURING, INC.**

**MIDWEST REGIONAL SERVICE CENTER**

**816 COMMERCIAL AVENUE \* WEYAUWEGA, WI 54983 \* (920) 867-2142**

Pierce Manufacturing, Inc. is pleased to submit to the **City of Watertown** a proposal for the refurbishment of your **2007 Pierce Enforcer Pumper Job Number 18908**. The following paragraphs will describe in detail the apparatus additions and modifications proposed.

### **SHIPPING PRECAUTIONS**

The following shipping precautions must be completed before transportation of the fire department's apparatus to Pierce Manufacturing for refurbishment or repair. Failure to complete the listed items below may result in additional costs to the fire department.

1. All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being driven or flat-bedded.
2. Strip down all loose equipment unless arranged with Pierce prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.
3. All loose or potentially loose items should be taped or strapped to ensure they do not come loose during transit.

### **INCOMING VEHICLE INSPECTION**

The following inspections will be performed by a qualified Pierce technician(s) before any work begins. Inspections are to verify working components before disassembly, and to determine the overall condition of the truck.

- Incoming Electrical inspection
- Incoming Chassis Inspection and Road test
- Incoming Pump Test
- Incoming Body Inspection

Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. *Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.*

**CHASSIS OPTIONAL ITEMS – JANUARY 24<sup>TH</sup> INSPECTION**

**HOSES and BELTS**

All hoses and belts replaced to the motor and cooling system will be removed and replaced with new.

**ENGINE COOLING SYSTEM**

Engine cooling system will be inspected, flushed and new coolant will be added. Fan belt alignment will be evaluated for an alignment issue. Customer states that the recommended belt wares faster than normal, so alignment & adjustments as needed.

**ENGINE OIL**

Engine oil will be changed to include a new filter. A sample of the oil will be taken and sent out for evaluation.

**REAR END**

Oil, seals and bearings shall be changed in the rear end. A sample of the oil will be taken and sent out for evaluation. The new oil will be synthetic for maximum protection.

**\$ 2370**

**WHEELS**

The four (4) rear tires shall be mounted on four (4) new Alcoa© polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle. All tires will be balanced, inflated to proper pressures, and installed on the remounted rear axle.

**\$ 5,300**

**CAB OPTIONS - REQUESTED**

**FRONT SEATS**

Existing driver's seat will be removed and replaced with new 911 Air Ride high backseat to match existing color.

Existing Officer seat will be removed and replaced with new 911 fixed high back with SCBA back seat to match existing color.

**CREW CAB**

All existing crew cab seats will be removed and rear facing seats will be replaced with new 911 Rear facing with SCBA backs. The forward-facing jump-seats will not be reinstalled.

**SEATBELTS**

All existing seatbelts will be removed and replaced with new NFPA compliant red color seat belts and fastener / retractor mechanisms.

**\$ 5,180**

### CAB DOORS & PANELS

The cab and crew cab doors windows and latches will be repaired and serviced to like new condition.

- The exterior and interior door paddle latches will be replaced on all 4-cab doors with new paddle type handles.
- Adjust and lubricate all door latches, and any defective components will be replaced with new. Adjust and lubricate window regulators, any defective components will be replaced with new.
- Replace the cab and crew cab door weather seals with double automotive type rubber seals around the perimeter of the door to ensure a weather tight fit.
- Install new window track lining and weather stripping will be supplied.
- All cab and crew cab doors will be properly adjusted for fit and operation to include new door stay straps.
- Replace the existing interior cab and crew cab door panels with new brushed aluminum panels. The entire door panel will be brushed aluminum.

**\$ 4,318**

### EMS COMPARTMENT

An EMS storage cabinet measuring approximately 42" wide x 48" high x 24" deep with door shall be provided in the crew cab area. The compartment shall include a removable false floor located 12" from the bottom, providing a secure and ventilated mounting location for various customer installed chassis components, such as battery charger or auxiliary air compressor. The door of the compartment shall begin at this false floor area. The compartment shall be constructed of smooth aluminum and painted to match the cab interior. This storage compartment and mounting shall be compliant per NFPA standard for automotive fire apparatus

- The compartment shall be lighted with a ceiling mount 12vdc lamp and shall be controlled by an automatic door switch.
- One (1) SCBA bracket to be provided by the customer will be wounded to the side of the cabinet.
- The EMS locker shall include a 110vac duplex / household style receptacle that shall connect to the apparatus shore-line connection for power when inside WFD.

**\$ 4,125**

**\$ 1,166**

## BODY & COMPARTMENT OPTIONS

### COMPARTMENT DOOR LATCHES & SEALS

Remove & replace all side compartment door latches, handles and hardware with new. All compartment door seals will be removed and replaced with new materials.

\$ 2,625

### ROLL UP DOOR REAR

The existing rear roll-up door will be replaced with a new double faced, AMDOR brand aluminum with brushed finished, and include graphics to match chevron pattern and color on the rear of the truck.

\$ 1,158

### BRIGHT ALUMINUM TREADPLATE

All exterior, bright, aluminum treadplate will be replaced with new NFPA 1901 compliant, slip-resistant diamond-plate material. To include:

- All upper Catwalks and lower Running boards
- Front compartment bulkheads & rear Tailboard
- Rear cab wall and sections above the pump panels
- Dunnage pan / Cargo floor / and Step light shields

\$ 11,188

### HANDRAILS

All existing body & cab handrails will be replaced with new NFPA 1901 compliant non-slip 1-1/4" diameter anodized aluminum extrusion, with a ribbed design, to provide a positive gripping surface. Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces. Drain holes will be provided in the bottom of all vertically mounted handrails.

\$ 1,520

## MIDSHIP PUMP & PLUMBING OPTIONS

### VALVE CONTROLS / GAUGES

All discharge & inlet water valves, and their individual drains will be rebuilt with new internal component kits. If any valves are found to be beyond the point of a rebuild the customer will be notified before they are replaced for approval. Valve control handles will be evaluated during the incoming pump test, then cleaned and lubricated for smooth operations. The eleven (11) 2.5" pressure gauges and two (2) 4.5" master gauges will be replaced with new compound, Sub-Z freeze-proof liquid filled gauges, Class-1 model or approved equivalent. The worn pump panel wording tags shall be replaced with new tags matching the same functions as the existing.

\$ 12,445

**PUMP GEAR BOX**

Pump gear box oil will be changed with new fluid. Pump packing and anodes will be replaced with new.

**\$ 1,525**

**PRESSURE CONTROLLER**

Existing Pressure control until will be removed and replaced with a new Fire Research brand, INCONTROL model TGA300 pressure governor. A pressure transducer shall be installed in the water discharge manifold on the pump. The display panel shall be located at the left side pump operator's panel

**\$ 4,750**

**PUMP PRIMER**

Existing electric pump primer will be removed and replaced with a new Trident Emergency Products compressed air powered, high efficiency, multistage (venturi-based) air-primer, conforming to standards of NFPA 1901. Any portion in contact with water shall be of brass and stainless-steel construction.

**\$ 1,360**

**MAN-SAVER BARS**

The existing Man-Saver bars at the top mount pump panel will be removed and replaced with new Man-Savers.

**\$ 914**

**PUMP HEAT SHIELD**

The existing under-pump / heat enclosure will be removed and replaced with new to constructed of aluminum plate to match style and function. The enclosure shall be finish painted black to match the frame components.

**\$ 2,225**

**ELECTRICAL – LIGHTING OPTIONS**

**CAB SCENE LIGHTS**

Existing side scene lights will be removed and replaced with two new Fire Research Evolution model FCA210-V15, 12volt LED recessed scene lights installed in location of existing lights.

**\$ 3,476**

**CAB PERIMETER SCENE LIGHTS**

Existing cab ground lights will be removed and replaced with four (4) Amdor LumaBar H2O model AY-9500-020, 20" white LED strip lights, installed under each cab door. These lights will be activated automatically when the battery switch is on and the cab doors are opened... (or by the same means as the existing perimeter scene lights).

**\$ 1,328**

**PUMP PERIMETER LIGHTS**

There will be two (2) Amdor LumaBar H2O model AY-9500-020, 20" LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side. The lights will be controlled by the same means as the body perimeter lights.

\$ 634

**PUMP PANEL LIGHTS**

Existing pump panel lights will be removed and replaced with six (6) Fire Research, Firefly, (part # LED115-Q01) LED lights to better illuminate controls, switches, essential operations, gauges, and instruments and any equipment provided on it.

The lights shall come on above the pump panel light switch when the parking brake is set. This is to afford the operator some illumination when first approaching the control panel. A green pump engaged indicator shall come on at the operator's panel when the pump is shifted into gear from inside the cab. The remaining lights to be actuated from a switch located on the pump panel.

\$ 1,255

One (1) white LED step light shall be provided. The step light shall be installed as to illuminate the top of the step for night time vision.

**TRAFFIC DIRECTING LIGHT**

The existing traffic advisor will be removed and replaced with a Whelen®, Model TAL65, 36" long x 2.25" deep, amber flashing LED traffic directing light installed at the rear of the apparatus. A Whelen model TACTL5, control head shall be included with this installation. The controller shall be energized when the battery switch is on.

\$ 1,953

**REAR VISION SYSTEM**

A Safety Vision model SV-620, backup camera system shall be provided. There shall be one (1) camera located at the rear of the truck as close to the center as possible for viewing the area behind the truck. The camera shall be activated whenever the ignition switch is active. The dashboard display shall be a Safety Vision 6.8" LCD color monitor whenever the apparatus transmission is placed into reverse. Components shall include all necessary automated control hardware and wiring.

\$ 2,725

**12 VOLT BROW LIGHTS**

There shall be two (2) Fire Research FCA-series (20,000) lumens 12-volt DC powered lights with white LEDs installed on the apparatus located on front of the cab above the driver and officer windshields. The lights shall be installed on fixed flat mounts. The painted parts of the lights to be white in color. The lights shall be activated by a switch at the driver's side switch panel.

\$ 4,535

**AIR CONDITIONER**

A/C system will be evaluated during the incoming inspection with any findings reported back to the Fire Chief.

Included

## PAINT & GRAPHICS OPTION

### COMPLETE BODY REPAINT & CAB SPOT REPAINT

#### **CORROSION and SMALL DENTS**

Metal finish and repair all body, compartment doors and cab corrosion, any small dents will be repaired prior to repainting the complete exterior of the apparatus body and spots on cab. *Additional major damage repair costs will be open: subject to inspection and written approval by the fire department.*

#### **CAB SPOT PAINT**

Any spots of corrosion on the cab will be metal finished and repainted with Yellow # 104. Paint will be blended as best as possible on each spot that is repaired into existing paint.

#### **BODY REPAINT COLOR**

The body will be metal finished and repainted **YELLOW #104**

#### **PAINT, COMPARTMENT INTERIOR**

The compartment interior will be repainted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

#### **PAINT SPECIFICATIONS**

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom body will be thoroughly cleaned and prepared for painting. Surfaces that will not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate. Each imperfection on the exterior metal surface will be removed or filled and then sanded smooth for a smooth appearance. All seams will be sealed before painting.
2. Chemical Cleaning and Treatment: The aluminum surfaces will be properly cleaned using a 4-phase, high pressure and high temperature acid etching system. All steel surfaces will be properly treated using a 3-phase, high temperature, cleaning/phosphatizing system. Surfaces are chemically cleaned to remove all dirt, oil, grease and metal oxides to ensure the subsequent coatings bond well. An ultra-pure water final rinse of 25 parts per million solids or less, will be applied to final rinse all metal surfaces at the conclusion of the metal treatment process. This final rinse ensures all chemical residues are removed and that no minerals, (salts), from the water dry onto the metal surface and remain under the primers and topcoats. These salts can lead to blistering and under film corrosion.

3. Primer/Surfacer Coats: A minimum of two (2) mil dry, (.002), of two component urethane primer/surfacer will be hand applied to the chemically treated metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. The primer is a high solids and low VOC paint.

4. Hand Sanding to Ultra Fine Finish: The primer/surface coat is lightly sanded with mild abrasive paper to an ultra-smooth finish. This hand finish process is critical to produce the smooth mirror like finish in the topcoat.

5. Sealer Primer Coat: A two (2) component sealer primer coat is applied over the sanded primer to again build toward the final smooth finish. This layer of primer sealer also gives additional corrosion protection.

6. Topcoat Paint: Two (2) coats of an automotive grade, two component acrylic urethane paint are applied to provide the lasting beauty and durability. The acrylic urethane topcoat contains a clear coat resin chemistry that creates the high gloss and depth of image. This type of topcoat provides the best resistance against acid rain and other more common chemicals.

7. Clearcoat: - Two (2) coats of an automotive grade two (2) component urethane will be applied. Lap style doors will be clear coated to match the body. Roll-up doors will not be clear coated, and the standard roll-up door warranty will apply.

Each batch of color topcoat, together with the finish painted vehicle, is tested for precise color match. Visual color match will be checked following ASTM D-1729, (American Standard Testing Methods).

All removable items such as brackets, compartment doors, door hinges, trim, etc. will be removed and painted separately to insure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

#### **PAINT - ENVIRONMENTAL IMPACT**

Contractor will meet or exceed all their current local regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free. Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.

- Particulate emission collection from sanding operations must have the highest efficiency factor available. Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter means is used, it must have an efficiency rating of 98.00%. Water wash systems will be 99.97% efficient. Any water from water wash booths will be reused. Solids will be removed mechanically on a continual basis to keep the water clean. Paint wastes to be disposed of in an environmentally safe manner.

**PAINT WARRANTY**

Except as provided below and that the vehicle has been placed in service within 60 days after delivery to the original purchaser as established by our original invoice, for a period of one (1) year after: Pierce Manufacturing Inc. ("*Pierce*") warrants to the user that its cab and body are free of blistering, peeling, bubbling, or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces of the cab and body of the vehicle. This limited warranty will apply only if the vehicle is properly maintained and used in service which is normal to the vehicle. Normal service means service which does not subject the vehicle to stresses or impacts greater than normally result from the careful use of the vehicle or chassis. If the buyer discovers a defect or nonconformity it must notify Pierce in writing within 30 days after the date of discovery. This warranty is applicable to the vehicle in the following percentage costs of warranty repair:

Month:            **0-to-12**

Adhesion / Blisters / Bubbles / Corrosion / Cracking / Gloss / Color Retention:    **100%**

This limited warranty applies only to cab and body exterior paint

**EMBLEMS**

All *Pierce* and *Enforcer* emblems will be replaced with new.

**REFLECTIVE BAND, LETTERING and GRAPHICS**

All graphics, lettering and reflective bands are to match existing graphics scheme.

**REAR CHEVRON STRIPING**

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surfaces will be covered using alternating ruby-red & lemon-yellow reflective material and each stripe will be 6" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

**CAB DOOR INNER STRIPES**

A 6" x 16" ruby red reflective stripe will be provided across the interior of each cab door with each stripe located approximately 1" up from the bottom, on the door panel. This stripe will meet the NFPA 1901 requirement.

**Cost of all Paint & Graphics / pages 8-thru-11:**

<b>\$ 32,250</b>
------------------

**WASH AND FUEL**

The truck will be washed & fueled once completed in preparation for inspection/delivery.

**PAYMENT TERMS**

Payment is to be made to Pierce Manufacturing, in full, within 30 days after completion and final customer acceptance.

**PRICING SUMMARIES:**

<b><u>1.</u></b> Chassis Hoses / Belts / Cooling / Oils:	\$ 2,370	<div style="border: 1px solid black; padding: 5px; display: inline-block; color: red; font-weight: bold;">\$ 78,075</div>
<b><u>2.</u></b> New Rear Wheels:	\$ 5,300	
<b><u>3.</u></b> 4-new Cab Seats & red belts:	\$ 5,180	
<b><u>4.</u></b> Cab door panels / new hardware:	\$ 4,318	
<b><u>5.</u></b> EMS Locker / 110vac Receptacle:	\$ 5,291	
<b><u>6.</u></b> Compt' Door Latches & Seals:	\$ 2,625	
<b><u>7.</u></b> New rear roll-up door / Amdor:	\$ 1,158	
<b><u>8.</u></b> All new Diamond-plate package:	\$11,188	
<b><u>9.</u></b> New handrails cab / pump-house /body:	\$ 1,520	
<b><u>10.</u></b> Rebuild all pump valves; Akron kits:	\$12,445	
<b><u>11.</u></b> Pump gearbox – repack / gear lube:	\$ 1,525	
<b><u>12.</u></b> New Pressure controller on pump panel:	\$ 4,750	
<b><u>13.</u></b> New Trident pump primer system:	\$ 1,360	
<b><u>14.</u></b> New Man-Saver Bars at pump panel:	\$ 914	
<b><u>15.</u></b> New under-body heat enclosure:	\$ 2,225	
<b><u>16.</u></b> New cab side FRC 12v Scene Lights	\$ 3,476	
<b><u>17.</u></b> Under-cab perimeter LED scene lights:	\$ 1,328	
<b><u>18.</u></b> Under-pump perimeter scene lights:	\$ 634	
<b><u>19.</u></b> All new LED pump panel top & side lights:	\$ 1,255	
<b><u>20.</u></b> New rear Traffic Advisor lightbar:	\$ 1,953	
<b><u>21.</u></b> New rear back-up camera & monitor:	\$ 2,725	
<b><u>22.</u></b> New cab brow FRC scene-lights:	\$ 4,535	
-----		
<b><u>23.</u></b> Complete Exterior Paint & Graphics:	\$ <b>32,250</b>	

**TRUCK TRANSPORT**

The WFD engine shall be retrieved from City Shops via a NY-State certified / DOT delivery service using a drop-deck “low boy” flatbed trailer and delivered to the Weyauwega, Wisconsin repair facility. After a final inspection and job acceptance by City personnel, the finished WFD engine shall be returned to New York, delivered to Churchville’s shop in East Syracuse for final / finish preparation – and driven by road to Watertown.

\$ 9,650

Res No. 5

April 9, 2019

To: Richard M. Finn, City Manager  
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 Adopted Fiscal Year 2018-19 Capital Budget and General Fund Budget was the refurbishment of the Fire Engine 3 at an estimated cost of \$115,000.

The estimated ending FY 2018-19 balance of the Capital Reserve Fund will be \$427,000, which has been included as a future funding source in the City's multi-year financial and capital plans contained in the FY 2018-19 adopted budget.

Prior to any funds being spent from the Capital Reserve Fund on these projects, a public hearing must be held. Accordingly, staff is recommending that a Public Hearing be set for May 6, 2019 at 7:30 p.m. to discuss the appropriation of these capital reserve funds.

ACTION: City Manager recommends setting the Public Hearing.

A handwritten signature in black ink, appearing to read "RM Finn", is located to the right of the ACTION line.

# RESOLUTION

Page 1 of 1

Authorizing Spending  
From Capital Reserve Fund

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa L.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

---

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 Re-Adopted 2018-19 Capital Fund Budget and General Fund Budget included the refurbishment of Fire Engine 3 at an estimated cost of \$115,000, and

WHEREAS the City Council desired to fund this equipment refurbishment from the Capital Reserve Fund, and

WHEREAS on Monday, May 6, 2019 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,

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 \$115,000 to pay for the cost of the refurbishment of Fire Engine 3.

### *Seconded by*

Ord. No. 1

April 9, 2019

To: Richard M. Finn, City Manager

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Amending the Code of the City of Watertown, Sections 310-26.1, Fences and 310-27, Visibility at Corners

At the request of the City Council, an amendment to Sections 310-26.1, Fences and 310-27, Visibility at Corners of the City's Zoning Ordinance has been prepared for consideration. The Planning Board reviewed the request at its April 2, 2019 meeting and adopted a motion recommending that the City Council approve the amendments as proposed, with the recommendation that Staff include illustrations regarding allowed fence placement and required spacing as part of the City's Fence Permit Application.

Attached is a report on the Zoning Ordinance amendment prepared for the Planning Board, along with an excerpt from its minutes.

The ordinance attached for City Council consideration approves the proposed Zoning Ordinance Amendment. The City Council must hold a public hearing on the ordinance before it may vote. It is recommended that a public hearing be scheduled for 7:30 p.m. on Monday, May 6, 2019. A SEQRA resolution will be presented for City Council consideration at that meeting.

Action: City Manager recommends setting a public hearing for Monday, May 6, 2019 at 7:30 p.m.

A handwritten signature in black ink, appearing to read 'RM Finn', is positioned below the 'Action' line.

ORDINANCE

Page 1 of 2

Amending the Code of the City of Watertown, Sections 310-26.1, Fences and 310-27, Visibility At Corners

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

*Introduced by*

WHEREAS the City Council has proposed amending Section 310-26.1, Fences and Section 310-27, Visibility at Corners, of the Zoning Ordinance of the City of Watertown, and

WHEREAS the Planning Board of the City of Watertown reviewed the proposed amendments to Section 310-26.1 and Section 310-27 of the Zoning Ordinance at its April 2, 2019 meeting and adopted a motion recommending that City Council approve the amendments as proposed, with the recommendation that Staff include illustrations regarding allowed fence placement and required spacing as part of the City’s Fence Permit Application, and

WHEREAS the Jefferson County Planning Board reviewed the proposed amendments at its April 30, 2019 meeting pursuant to New York State General Municipal Law Section 239-m, and

WHEREAS a public hearing was held on the proposed amendments on May 6, 2019, after due public notice, and

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

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested amendments,

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown that the following replaces the current § 310-26.1. **Fences, Paragraphs F, G and H**, in their entirety:

F. The height of a fence shall not include post finials extending above the fence.

ORDINANCE

Page 2 of 2

Amending the Code of the City of Watertown, Sections 310-26.1, Fences and 310-27, Visibility At Corners

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

G. Fences located less than twenty (20) feet from a street line shall be of an open design such as ornamental iron, split rail or picket where the ratio between space and fence material is at least 1:1, except as otherwise restricted below.

H. Fences shall not be located within a triangular shaped area on either side of a driveway, which is delineated and measured starting from a point located at the intersection of the driveway edge and the sidewalk (or street line in the absence of a sidewalk), a distance of ten (10) feet along the sidewalk (or street line) and ten (10) feet along the driveway and a line connecting the end points of the two lines, except for fences having a ratio between space and fence material of greater than or equal to 4:1 and as otherwise restricted below. (Also see Section 310-27, Visibility at Corners)

BE IT FURTHER ORDAINED that the following paragraph is added to § 310-26.1.

**Fences:**

N. Ornamental landscaping features, such as stone walls, retaining walls and planters, less than thirty-six (36) inches in height shall be considered decorative features and not fences.

BE IT FURTHER ORDAINED that the following replaces the current § 310-27.

**Visibility at Corners**, in its entirety:

No structure, fence or shrubbery over three feet in height shall be maintained on any corner lot within a triangular shaped area which is formed and measured starting from a point located at the intersection of the two street lines to the points on such lines a distance of forty (40) feet from their intersection and a line connecting such points.

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

*Seconded by*



# MEMORANDUM

CITY OF WATERTOWN, NEW YORK  
OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT  
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601  
PHONE: 315-785-7740 – FAX: 315-785-7829

TO: Planning Board Members

FROM: Michael A. Lumbis, Planning and Community Development Director *ML*

SUBJECT: Fence Ordinance Amendment

DATE: March 28, 2019

---

The City Council has been discussing several revisions to Section 310-26.1 Fences, of the Zoning Ordinance. Attached for your review is a copy of the proposed revisions to the fence ordinance with the proposed deletions shown in red strikethrough and the proposed additions shown in bold. The draft is the result of two meetings with the City Council.

The City Council has referred the draft amendment to the Planning Board for review and recommendation. After review by the Planning Board, the City Council will schedule a public hearing prior to taking action on the proposed amendments.

As background information, memorandums to the City Council dated November 9, 2018, March 16, 2019 and March 28, 2019 are attached for your review.

This proposal to amend the fence ordinance was prompted by an issue with a recent fence installation at 409 Franklin Street. The primary problem was the interpretation of Paragraph H related to fence transparency. The amendment attempts to clarify that issue and increase safety for front yard fences near driveways and sidewalks.

cc: Justin L. Wood, City Engineer  
Shawn R. McWayne, Code Enforcement Supervisor

November 9, 2018

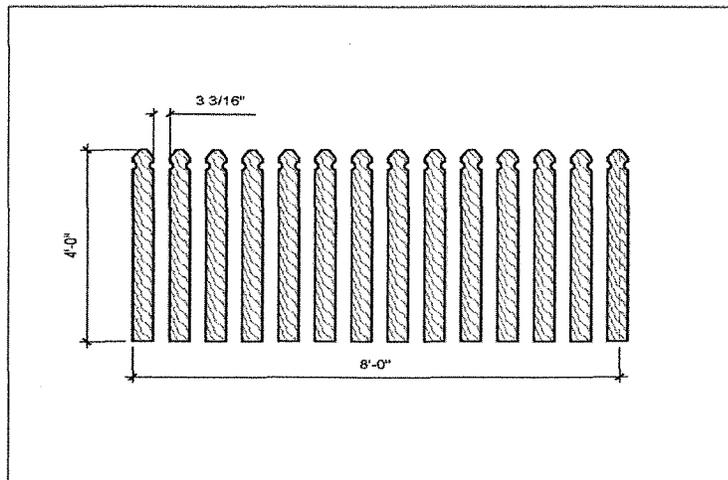
To: Richard M. Finn, City Manager  
From: Michael A. Lumbis, Planning and Community Development Director  
Subject: Section 326.1 of the Zoning Ordinance

As you are aware, an issue has recently arisen regarding the installation of a fence at a property located at 409 Franklin Street, owned by Brett Belfield. Mr. Belfield applied for and obtained a fence permit on May 15, 2018 and began installing a fence on his property. During the installation process, Code Enforcement inspected the fence and noted that it was not installed in conformance with Section 310-26.1 of the Zoning Ordinance, hereafter referred to as the Fence Ordinance.

At issue is the interpretation of the language in Paragraph H of the Fence Ordinance. Paragraph H reads as follows:

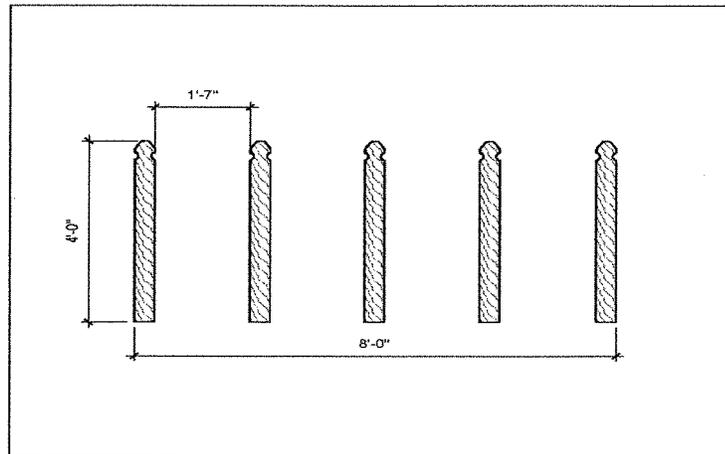
“Fences located less than five feet from a street line shall have the open spaces equal to at least 80% of the area of each panel”

When installing the fence, Mr. Belfield interpreted this section to mean that the open spaces between the fence pickets or slats had to be 80% of the size of the actual picket. He considered a panel as an individual fence board, slat or picket. With his interpretation, a 4” picket would require a 3 3/16” open space (4” x 80%) between pickets. This can be best illustrated in the drawing below:



Drawing 1

However, the Code Enforcement Bureau interprets this section of the code differently. In the fencing industry, a fence panel is commonly referred to as the entire section of fence that is located between two fence posts. This is how Codes interprets the word “panel” in this section of the ordinance. With this interpretation, a 4’ x 8’ panel, which is 4,608 square inches in size, has to be 80% open. This means that only 921 square inches can be covered in the 4’ x 8’ panel. Using 4” x 48” pickets, a property owner would only be able to have approximately 5 pickets per 8’ panel. This can be best illustrated in the drawing below:



Drawing 2

A picket fence as illustrated in drawing 2 would not be very functional as the open spaces would not provide much privacy or provide any real means to enclose an area or keep pets or small children in a yard. A split rail fence or wrought iron fence would likely meet the 80% open space requirement but as you can see, it is not practical for a typical wooden picket fence that is commonly found in the City.

The problem primarily hinges on the word panel. As you can see, it can be interpreted in two different ways which has led to this issue.

If the City Council feels that the transparency shown in Drawing 1 is adequate, Staff would propose amending the fence ordinance in order to solve the problem for this property owner and to avoid similar issues in the future. The amendment could involve the addition of a definition of panel, changing the word panel to something else and/or clearly defining how the transparency requirement is calculated.

The process to amend the ordinance would start with Staff drafting proposed revisions and presenting them to the Planning Board for their review and recommendation to the City Council. The City Council would then be required to set a public hearing, after which the City Council could consider the proposed change.

If the City Council concurs with this approach, Staff will begin work on the revisions in the next two weeks and will present them to the Planning Board at their December 4, 2018 meeting.

March 16, 2019

To: Richard M. Finn, City Manager  
From: Michael A. Lumbis, Planning and Community Development Director  
Subject: Fence Ordinance

At the request of the City Council, Staff has been researching fence regulations from communities from across the State to determine common practices for regulating fences on private property. Fence regulations from approximately 20 communities were reviewed and evaluated with a specific focus on front yard height restrictions, front property line setback requirements and opacity requirements for fences in front yards.

Our research indicated that most of the communities restrict the height of fences in the front yard area, with the height limit set at four feet. Most communities do not require a setback from the front property line, although two require an eight foot setback for solid fences and one requires an 8' setback for fences that are greater than 3' in height and are within 5' of a driveway. Five of the communities surveyed have opacity requirements for fences in front yards, with three requiring fences to be 50% open and two to be 60% open.

Using not only the fence ordinance examples that we found, but the guidance from the City Council as well as input from Engineering and Code Enforcement, Planning Staff has drafted several modifications to the City's fence ordinance for consideration by the City Council.

As you will see in the attached, paragraphs G and H have been modified and a new paragraph "N" is proposed. The intent of the changes to paragraph G is to clarify how the open space in the fence is defined. The current ordinance states that for fences located less than 20' from the street line, there must be open spaces equal to 50% of the area of each panel. The proposed change states that the ratio between space and fence material has to be 1:1. It also eliminates the word panel, which was a source of confusion. Even with the change, the result will still be a fence that is 50% transparent.

Staff is also proposing to delete paragraph H in its entirety and replace it with a new paragraph. The current language requires fences located less than 5' from the street line to have open spaces equal to 80% of the area of the panel. The 80% transparency requirement limits the type of fencing that is allowed to just a few styles of fencing such as split rail and wrought iron. Property owners have also complained that the 80% transparency requirement is not practical for providing privacy or providing any real means to enclose an area or keep pets or small children in a yard.

The new language proposed for paragraph H would limit the placement of a fence within a triangular shaped area on either side of a driveway, which is delineated and measured starting from a point located at the intersection of the driveway edge and the sidewalk a distance of ten (10) feet along the sidewalk and ten (10) feet along the driveway and a line connecting the end points of the two lines. The rationale for limiting the placement of a fence in this area is that it would provide greater visibility for drivers backing out of their driveways. While we are proposing to allow a less transparent fence by eliminating the 80% transparency requirement for fences located less than 5' from the street line, we are requiring a larger and angled setback from any driveway that would provide even better visibility, as the visibility and safety for pedestrians was a major concern of the Council that we have addressed through this proposal.

The new paragraph "N" was added to address ornamental landscaping features such as stone walls, retaining walls and planters. Currently, there is nothing contained in the fence ordinance that addresses these features so Codes has to treat them as fences. The new paragraph states that these types of features shall be considered decorative features and not fences, provided that they are less than thirty-six (36) inches in height.

Finally, the changes proposed above necessitate a change to Section 310-27, Visibility at Corners. The proposed change to this section will prohibit a fence (as well as a structure or shrubbery) over three feet in height on any corner lot within a triangular shaped area which is measured starting from a point located at the intersection of the two street lines to the points on such lines a distance of forty (40) feet from their intersection and a line connecting such points. This section of the code is meant to provide adequate visibility at intersections for drivers.

Attached for your review is a copy of the fence ordinance with the proposed deletions shown in blue strikethrough and the proposed additions shown in bold. Staff will have maps available for the meeting that will illustrate how the proposed revisions will change how a fence can be installed on a typical property.

March 28, 2019

To: Richard M. Finn, City Manager  
From: Michael A. Lumbis, Planning and Community Development Director  
Subject: Fence Ordinance Revisions

At the March 25, 2019 Work Session, the City Council asked Staff to make a few additional edits to the proposed revisions to the fence ordinance. Revisions were made to Paragraphs F and H. For Paragraph F, the word “panels” has been deleted from the end of the sentence as requested. For Paragraph H, Council members asked if it would be possible to include language that would allow fences in the proposed triangular shaped “no build” area near driveways, provided that the fence to be installed had at least 80% transparency. A phrase has been added to the end of Paragraph H that states that fences that have a ratio between space and fence material of greater than or equal to 4:1 would be allowed in the triangular shaped “no build” area.

Council Members also asked about modifying Section 310-27, Visibility at Corners, to reduce the required 40’ setback. After consulting with City Engineer Justin Wood, Staff is recommending that the required 40’ setback from the intersection remain, which would keep this area free of fences, shrubs, and structures greater than 3’ in height. The 40’ sight triangle, in a perpendicular intersection with common margin widths, will, in most cases, provide an adequate sight distance of 200-250’, which is the minimum stopping sight distance for vehicles traveling at 30-35 mph. Any reduction of the clear zone triangle could limit sight distance and potentially create a traffic safety hazard.

It is important to note that the geometry of intersections, including the angle formed by the two streets, the margin width, and sidewalk width, all play a role in sight distance. Maintaining a 40’ clear zone at intersections will allow us to err on the side of safety. In certain situations, an applicant may seek relief from the Zoning Board of Appeals (ZBA) if the geometry and circumstances of their specific property and intersection allows a reduction of the clear zone without impacting sight distance.

The attached copy of the fence ordinance shows the proposed deletions in red strikethrough and the proposed additions in bold text. The changes made since the Work Session are highlighted in yellow.

## EXCERPT FROM APRIL 2, 2019 PLANNING BOARD MEETING MINUTES

### PROPOSED FENCE ORDINANCE AMENDMENT

Mr. Lumbis then said that he would present some proposed amended language to the City's Fence Ordinance. Ms. Capone asked if the Planning Board would need to make a recommendation to City Council. Mr. Lumbis answered in the affirmative.

Ms. Capone then asked how this issue got to this point. Mr. Lumbis replied that the Zoning Ordinance never contained fence language until 2003. He said that the first amendment to it came in 2006, but he could not recall the reason. He said that another amendment occurred in 2011, and it dealt with a property where the neighbor put up a fence to the property line along driveway and there was a concern about visibility. Mr. Lumbis explained that the 2011 amendment included changes to provide sufficient setbacks to allow car doors to open and to allow motorists backing out of their driveways to see pedestrians.

Mr. Lumbis then said that for the last eight years, those changes worked, but there was a recent issue with the property at 409 Franklin Street that had to do with the property owner's interpretation of a provision that stated that within five feet of the street line, there must be open space equal to at least 80 percent of each panel. The property owner interpreted the 80 percent rule to mean, that out of a standard four-inch picket, 3 and 1/16 inches must be open, as that would be 80 percent of a four-inch picket. Code Enforcement interpreted the code differently and said that 80 percent of each *panel* must be open space, and interpreted a panel as the entire section of fence between fence posts. Mr. Lumbis then displayed visual illustrations of both of the above interpretations, so the Planning Board could see the difference.

Ms. Capone then asked if a property owner could put rails across the bottom of a fence. Mr. Lumbis replied that you could, but that they must be included in calculating the non-transparent part, and would count against that limit.

Mr. Lumbis said that one of Staff's recommendations to City Council was to change the wording in the code to define "panel" and "transparent" more clearly. He said that Staff proposed to re-word Paragraph G to give an example of an open-design fence, and rather than say that open space should be 50 percent of the panel, instead write that the ratio of fence material to open space should be 1:1.

Mr. Lumbis then said that for fences closer to the sidewalk, rather than requiring 80% transparency, Staff proposed addressing the safety issue where a driveway intersects a sidewalk by providing a triangular shaped setback. The setback area would be measured ten feet back from that point along the driveway and the sidewalk. Then, you would draw the hypotenuse connecting those two points to complete the triangle within which would be a no-build area. He said that this would solve the safety problem by enabling a motorist backing out of his or her driveway to see pedestrians on the sidewalk.

Mr. Johnson asked if the triangle rule would apply to both sides of the driveway. Mr. Lumbis answered in the affirmative. Mr. Lumbis then explained that in cases of a shared driveway, both neighbors must abide.

Mr. Katzman then asked what if there was no driveway. Mr. Lumbis replied that in that case, a fence could come right to the property line and the property owner could square it off at a right angle.

Ms. Fields then asked about chain link fences. Mr. Lumbis replied that chain link fences were not a permitted fence style in the front yard. She then asked about wrought iron fences. Mr. Lumbis replied that they were allowed if they met the transparency requirement.

Ms. Capone said that the proposed code measured from the sidewalk, but in some neighborhoods, there was quite a bit of grass between the sidewalk and the street. Mr. Lumbis replied by reiterating the City Council's desire to place an emphasis on pedestrian safety.

Mr. Lumbis further explained that when Staff presented this to City Council, the Council said that if a property owner wanted to install an 80 percent transparent fence, why should he or she be punished when you can see through an 80 percent transparent fence? He said that Council asked for another change to the proposed ordinance that would allow fences to be built right up to the edge of the owner's driveway, provided that they are 80% transparent. He said that a phrase was added to Paragraph H, to address this.

Ms. Capone then asked if the City would provide examples. Mr. Lumbis replied that illustrations would be part of the fence permit application. Mr. Katzman said that he agreed there was need for pictures, noting the recent controversy with the house at the corner of Paddock and Holcomb Streets. Mr. Lumbis noted that the property owners in that case obtained an interpretation from the Zoning Board of Appeals (ZBA), that that was a decorative feature, and therefore it was legal. He also said that the proposed addition of Paragraph N would alleviate a controversy such as that in the future.

Ms. Fields asked if nonconforming fences would enjoy grandfathered status, and noted that she has had a chain link fence for the last ten years, and if she needed to repair damage to it, would the code allow for that? Mr. Lumbis replied that if she needed to repair a break in the chain link fabric, she could do that. Mr. Lumbis added that the Zoning Ordinance contained a section addressing nonconforming uses. Ms. Fields asked if such language would specifically be in the fence code. Mr. Lumbis replied that it would not, but it was all contained within Zoning.

Ms. Fields then said that she agreed with Mr. Katzman that pictures were necessary. Ms. Capone agreed that the City needed to provide examples to prevent confusion and asked if Staff could include more drawings. Mr. Katzman then moved that the Planning Board recommend that City Council approve the amendment to Sections 310-26.1 and 310-27 of the Zoning Ordinance as proposed, with the recommendation that Staff include illustrations regarding allowed fence placement and required spacing as part of the City's Fence Permit Application.

Ms. Capone then said that she thought it might be better to put illustrations in the code itself. Mr. Lumbis said that the permit application had most of this language on it and Staff could include drawings and illustrations as an attachment to that. Ms. Fields then seconded Mr. Katzman's motion.

Mr. Johnson then said that the Planning Board had no way of knowing what the pictures would look like. Ms. Capone said that they would look like the examples that Mr. Lumbis brought to this meeting. Mr. Johnson replied that the Planning Board had no way of knowing that. Ms. Fields then asked Mr. Johnson if he wanted this to come before the Planning Board a second time. Mr. Johnson replied in the affirmative. Mr. Katzman said that he could modify his motion.

Mr. Babcock then said that the proposed amendment made sense to him, but it also made sense to add pictures. He also said that there was nothing that said fences had to be aesthetically pleasing either. Mr. Katzman then said that aesthetics were subjective anyway.

Ms. Capone reiterated that Staff needed to demonstrate the spacing visually by showing people a picture. Mr. Katzman then discussed that a fence with a 1:1 open space ratio with one-inch panels and one-inch open spaces would essentially be a privacy fence and demonstrated his point with ballpoint pens. Mr. Babcock said that was fine because what was the point of seeing into someone's yard? Mr. Babcock then asked for confirmation that the new code would not allow solid panels in the front yard. Ms. Capone and Mr. Lumbis both replied in the affirmative.

Mr. Johnson then asked why the Planning Board was concerned about spacing. He said that they had the required setback and spacing was irrelevant. Ms. Fields said that she recalled a fear around two decades ago, that people would hide behind fences and attack pedestrians. Whether that was relevant today, she did not know.

Mr. Katzman then asked about backing out of a driveway at a four-way stop and referenced the corners at Flower and Sherman, noting that it was blind there due to natural landscaping, and it was dangerous. He said that the fence ordinance should have regulations to prevent similar situations. Mr. Lumbis replied that you would not be allowed to have a fence, shrubbery or a structure over three feet in height within a 40-foot triangle of an intersection in any district, with the proposed amendment to Section 310-27. Further discussion then ensued about hedges and driveway line of sight.

Following that discussion, the Planning Board voted 5-1 in favor of the motion with Mr. Johnson casting the dissenting vote.

Mr. Katzman then moved to adjourn the meeting. Mr. Johnson seconded the motion and all voted in favor. The meeting was adjourned at 3:45 p.m.

Tabled

April 10, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager  
Subject: Tax Sale Certificate Assignment Request – 542 Cooper Street



At the March 18, 2019 meeting, the City Council Tabled the sale of the tax certificate for property located at 542 Cooper Street. The reason the item was Tabled was a concern over the re-use of the structure given that there was an extreme limit of available on-site parking. Originally, it was thought that the structure located at 542 Cooper Street was a four unit apartment. However, after an inspection of the property, it was determined that the structure is actually two single family houses that were illegally combined to create seven apartment units. Under current City requirements, the seven unit apartment building would require eight parking spaces (one per unit plus one for a guest). However, if the tax certificate for this property is sold right now, the re-use would only require three parking spaces since it would be grandfathered in under the old requirements. In three months, the building would be unoccupied for a total of 12 months, and the grandfathering provision would expire, thereby requiring the structure at 542 Cooper Street to meet the current eight space requirement.

I visited the structure, along with our Code Enforcement Supervisor, Shawn McWayne, shortly after the Council Meeting and found a very disturbing unkempt dangerous building. I requested our Code Enforcement Supervisor to cause a complete inspection of the structure and his report and recommendation is attached.

Based on what I personally observed and the report and recommendation submitted to my office by our Code Enforcement Supervisor, it is my strong recommendation that the City remove this item from the Table and deny the request submitted by Ms. Shapiro, who has submitted an offer to purchase the tax certificate for the property.

Although Ms. Shapiro rescinded her offer to purchase the tax certificate, it is my understanding that she has now decided to re-establish her interest in purchasing the tax certificate.

This property has been a problem property tying up valuable Police resources for many years. There is absolutely not adequate parking for this apartment structure, and it has caused a negative effect on the entire neighborhood. In addition, this structure has a concentrated density based on seven units which have adversely affect the surrounding residential area. The structure is located on a lot which is substandard in size.

Also, as identified in the attached report, the if the structure were sold and redeveloped under the grandfathering provision, the three or four cars that could park on the abutting driveways would have to be parked in a single file format, and this is known to cause tension between tenants to a point that often requires Police intervention.

Again, it is my strong recommendation that this tax certificate not be sold and that when the City taxes the property in the next three months, that it be immediately slated for demolition. Our Code Enforcement Supervisor has estimated the cost of demolition for this structure to be approximately \$45,000 - \$50,000. Taking this structure down will greatly improve the neighborhood, which is slowly seeing notable improvements. I have discussed the demolition of this property with our Planning and Community Development Director, and he has indicated that with existing funds and the reallocation of other funds available in our new CDBG budget, we would be in a position to pay for the demolition of the property in the 2019-2020 Fiscal Year.



**CITY OF WATERTOWN  
BUREAU OF CODE ENFORCEMENT  
INTEROFFICE MEMORANDUM**

**DATE:** April 11, 2019  
**TO:** Richard Finn, City Manager  
**FROM:** Shawn McWayne, Code Enforcement Supervisor  
**SUBJECT:** 542 Cooper St.

---

I have completed a partial inspection as well as a records research of the subject property and I offer the following:

This property is zoned as a Residential B, which allows up to a 3 family Dwelling.

- Residential B requires 3,000 sq. ft of lot area per household unit.
- Actual lot size is 70 ft x 84 ft which equals 5,880 sq. ft.
- Requires 1 parking space per each unit plus 10% guest, 8 spaces required.
- Approximate structure size is 4,287 sq. ft.

Currently this property enjoys a non-conforming use status due to the substandard lot size, number of units and the lack of required parking. The parking needed for the number of units on this size lot would take up the front, side and rear yard of the property leaving no room for other yard activities. Parking would have to be done in a single file format, which has been known to cause tension between tenants to the point of police involvement.

The structure requires considerable work in order to be brought into a livable condition. Parts of the foundation that could be observed may be compromised, to what extent cannot be determined at this time.

The property has been vacant since October of 2018, and given the extreme weather conditions that this area has experienced, the entire plumbing system may have to be replaced along with the heating systems as well as the electrical services if it is found that they are not adequate for today's electrical needs. The cost of rehab usually outweighs the value of the property once complete.

Properties such as this one have been problems for the 30+ years that I have been with the City, and with each new owner comes hope that the structure will be rehabilitated, which rarely happens once the price of rehabilitation is determined.

Due to the substandard lot size, the number of units, the lack of parking and the overall condition of the structure, I strongly recommend demolition. It would greatly improve the surrounding neighborhood. If you need anything more please advise.





Image capture: Sep 2013 © 2019 Google

Watertown, New York

Google

Street View - Sep 2013

W Lynde St  
side yd

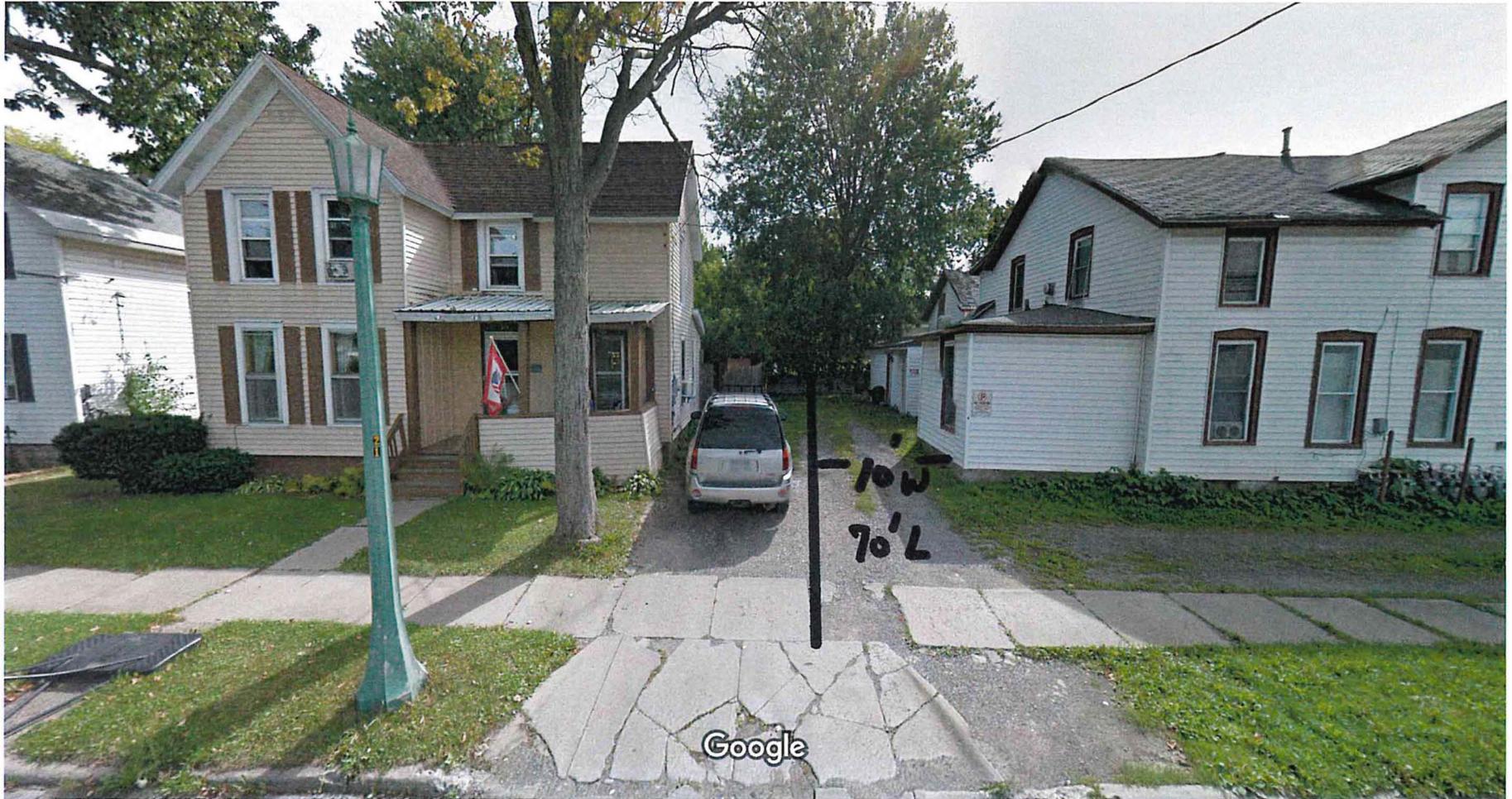


Image capture: Sep 2013 © 2019 Google

Watertown, New York

Google

Street View - Sep 2013

Mean yd

# RESOLUTION

Page 1 of 1

Authorizing Assignment of City-owned  
Tax Sale Certificate on Parcel  
Number 02-02-121.000 Known as  
542 Cooper Street to  
The Triumph, LLC

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

Council Member Cody J. Horbacz

WHEREAS the City of Watertown is the owner of a certain tax sale certificate on a lot of land known as 542 Cooper Street as designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York, as Parcel No. 02-02-121.000 and,

WHEREAS The Triumph, LLC has requested the assignment of the tax sale certificate from the City for the amount of the tax sale certificate plus all subsequent property taxes paid by the City as holder of the tax sale certificate with applicable interest per City Charter Section 140,

NOW THEREFORE BE IT RESOLVED that the offer of \$14,416.39 submitted by The Triumph, LLC for the purchase of the tax sale certificate for Parcel No. 02-02-121.000 is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the City Comptroller is directed to assign the City's tax sale certificate for the above parcel to The Triumph, LLC upon the City Comptroller's receipt of certified funds in the amount of \$14,416.39.

***Seconded by*** Council Member Ryan J. Henry-Wilkinson

**Richard M. Finn**

---

**From:** Richard M. Finn  
**Sent:** Tuesday, April 9, 2019 11:00 AM  
**To:** Giso, Elaine  
**Subject:** RE: FORMAL REQUEST TO COUNCIL

I would like to meet with Justin, Shawn, Jim and Mike (L) to review and discuss this email from Ms. Shapiro. Sometime this week is preferred. I will need 30 minutes.

---

**From:** Meira Moet Shapiro [<mailto:moetproperties@yahoo.com>]  
**Sent:** Tuesday, April 9, 2019 10:31 AM  
**To:** Mills, James; Richard M. Finn; Butler, Joseph; McWayne, Shawn  
**Subject:** FORMAL REQUEST TO COUNCIL

Mr Mills,

Due to the recent controversy surrounding 542 Cooper St and both the Mayor and the City Manager's recommendation to have the property torn down; I have elected to withdraw my formal request to purchase 542 Cooper St and instead formally request from Council to purchase tax certificates for alternate properties under The Triumph, LLC with a mailing address of 641 Fifth Avenue, Olympic Tower, Suite 22LM, New York, New York 10022.

If the City's leaders feel that a property does not serve the community, I will humbly defer to their opinion. I ask though that you please forward this new formal request to City Council for a vote for this Monday April 15th agenda. My annual corporate budget is in the process of being finalized and **time is of the essence for new acquisitions.**

My corporations have proven track record of success in rehabilitating distressed properties and turning them into boutique properties since 2005 and if my request is approved by Council the community will not be let down.

Although I am aware that the current owners of this below property list may still redeem their tax certificates by their deadline, I would still like to proceed with this request.

**603 Boyd St** (TAX LOT #: 12-0005-217.000) \$6,034.

THIS PROPERTY BORDERS, *THE TRIUMPH* (THE TRIUMPH, LLC PROPERTY ON WILLIAM ST) AND WOULD MAKE A GREAT SISTER PROPERTY WITH A MUCH NEEDED RENOVATION. AT THE MOMENT BOTH THE THE DILAPIDATED STATE AND CRIME INDEX OF 603 BOYD DETRACTS FROM THE SAFETY AND PROPERTY VALUE OF *THE TRIUMPH* AND THE SURROUNDING AREA.  
PHASE 1: DEBRIS REMOVAL AND BROKEN WINDOW REPLACEMENT  
PHASE 2: EXTERIOR AND INTERIOR COSMETIC RENO  
PHASE 3: NEW TENANTS AND HEIGHTENED SECURITY

**307 and 311 Waltham St** (7-0007-313.000 and 7-0007-312.000) \$7,594. plus \$400.

THIS PROPERTY WOULD RECEIVE COSMETIC ATTENTION.

**144 Haven St** (3-0012-129.000) \$2,565.

PHASE 1: CLEAN OUT

PHASE 2: INTERIOR AND EXTERIOR COSMETIC REHAB. HOUSE HAS BEEN VACANT FOR SOME TIME. ONE OF THE TWO OWNERS ON RECORD ARE DECEASED.

---

**\*This e-mail was sent from an external organization**

**Please exercise heightened caution when choosing to click on links or open attachments; especially if this message suggests that it is from a City employee.**

---

\*This text suggests that this message was sent from an authorized City of Watertown E-mail account.

In general, you should exercise caution when choosing to click on links or open attachments from within ANY e-mail, but if this text does not appear on the bottom of an e-mail message that you receive, you should exercise heightened caution when choosing to click on links or open attachments; especially if the message suggests that it is from a City employee.

Res No. 5

March 5, 2019

To: Richard M. Finn, City Manager

From: James E. Mills, City Comptroller

Subject: Tax Sale Certificate Assignment Request – 542 Cooper Street

The City has been approached by Meira Shapiro of Moet Properties, LTD., requesting to be assigned the City's tax sale certificate for 542 Cooper Street. The tax sale certificate was acquired by the City as the default bidder from the tax sale certificate auction held on June 22, 2017. The current redemption price of the certificate is \$14,416.39. The owner of record for this parcel is Alfred Rosacia.



ACTION: City Manager recommends approval.

Handwritten signature of Richard M. Finn.

## **Mills, James**

---

**From:** Meira Moet Shapiro [moetproperties@yahoo.com]  
**Sent:** Friday, February 22, 2019 3:33 PM  
**To:** Mills, James  
**Subject:** 542 Cooper St Watertown, NY Formal request to acquire Tax Lien  
**Attachments:** MP annual disclosure.pdf; ATT00001.htm; tenant text.jpg; ATT00002.htm

Mr Mills,

It is my honor to contact you with a request to acquire the City of Watertown Tax Certificate/Lien on the premises known as 542 Cooper Street in Watertown, New York (tax ID 2-02-121.000) at the redemption price (tax sale certificate for March 2019) of \$14,416.39.00 (fourteen-thousand-four-hundred-sixteen dollars and thirty-nine cents).

Below and attached to this email as a PDF please find my Biography and Corporate Annual Disclosure. I have also attached to this email a copy of a text messages from a tenant in the City of Watertown that outlined what my corporate rental policies have done to improve the quality of life for a particular building and the surrounding area.

**The Company, Moet Properties, LTD (tax ID 27-5442610) was incorporated in New York State, March of 2011 and is registered with the New York State Department of State.**

The primary contact and Chief Executive Officer is Meira M. Shapiro, Olympic Tower, 641 Fifth Avenue, New York, New York 10022. Telephone: 917-734-9097 Email: [moetproperties@yahoo.com](mailto:moetproperties@yahoo.com).

The Company's president/CEO, Meira M. Shapiro owns 100% percent of the stock in the Company and has funded the Company with over two million dollars of her personal funds.

### **The nature of the company's business:**

Moet Properties, LTD owns a diversified portfolio of real property in Central New York (covering a span between Syracuse and Watertown). The Company purchases foreclosures with cash, renovates them with its in-house full-time crew, and re-sells them at a thirty to fifty percent return on investment within twelve to twenty-four months of purchase (Oswego County under Moet Properties, LTD umbrella). The Company also focusses on rentals of the multi-family properties it purchases and markets them as luxury rentals to qualified applicants who have been fully screened for criminal records and credit scores. Furthermore, The Company also has fieldstone and publishing assets including a 500-acre timber (Red Oak, Ash, Black Cherry, Black Walnut and Hard Maple species) which sits on a valuable natural gas resource in the towns of Sandy Creek and Richland, New York (Congressional Districts 14, 23 and 24 NY). The Company is fully insured with a Business Liability Policy, Workers Comp Policy, DBL policy and Company auto policy.

### **The Properties:**

**137-139 William St Watertown, NY** (Owned by The Triumph, LLC which is 100 percent owned by Meira Shapiro) - fully renovated and rented to qualified tenants within two months of purchase. All apartments fully modernized and serviced by staff 24 hours per day. No police calls since Meira Shapiro took over building and since new tenants moved in. Security cameras installed and rents raised from \$575. per month to a range of \$750. per month to \$850. per month. All tenants have one to two year leases.

435 West Mullin St., Watertown, NY 13601 - RENTED FOR \$1,200.00 per month TO A WELL QUALIFIED FAMILY  
533 Morrison St., Watertown, NY 13601 - UNDER COSMETIC RENOVATION FOR RENTAL  
639 Emerson St., Watertown, NY 13601 - Under contract to purchase.  
438 Pumphouse Rd Mexico, NY 13114 - SOLD AT A 50 PERCENT RETURN ON INVESTMENT WITHIN 10 MONTHS OF PURCHASE  
560 Pumphouse Rd Mexico, NY 13114 - SOLD AT A 40 PERCENT RETURN ON INVESTMENT WITHIN 9 MONTHS F PURCHASE  
3328 US Rt 11 Mexico, NY 13114 - SOLD AT A 50 PERCENT RETURN ON INVESTMENT WITHIN 6 MONTHS OF PURCHASE  
154 Beach 25th St Far Rockaway, NY 11691 - SOLD WITHIN 3 MONTHS OF RENO AT A 100 PERCENT RETURN ON INVESTMENT  
102-10 164th Rd Howard Beach, NY 14114 - SOLD WITHIN 12 MONTHS OF RENO AT A 30 PERCENT RETURN ON INVESTMENT  
3810 State Rt 104 Mexico, NY 13114 - SOLD WITHIN 18 MONTHS OF PURCHASE AT A 50 PERCENT RETURN ON INVESTMENT  
247 Co Rt 62 Richland, NY 13142 - SOLD WITHIN ONE YEAR OF RENOVATION AT A 50 PERCENT RETURN ON INVESTMENT  
322 Ellisburg St Sandy Creek, NY 13145 - Multifamily - SOLD WITHIN ONE YEAR AT A 30 PERCENT RETURN ON INVESTMENT  
26 Stewart St Richland, NY 13144 - SOLD WITHIN ONE YEAR AT A 10 PERCENT RETURN ON INVESTMENT  
3819 US Rt 11 Pulaski, NY 13142 - SOLD WITHIN 10 MONTHS OF PURCHASE AT A 45 PERCENT RETURN ON INVESTMENT  
94 Salisbury St, Sandy Creek, NY 13142 - RENTED TO A WELL QUALIFIED FAMILY  
132 Sherman Lacy Rd., Pulaski, NY 13142 - ON MARKET  
255 Cole Rd Mexico, NY 13114 - CURRENTLY OSWEGO COUNTY COMPANY HEADQUARTERS  
182 Tubbs Rd Mexico, NY 13114 - ON MARKET  
3620 Co Rt 6 New Haven, NY 13114 - ON MARKET  
188-417 Cummings Rd, Lacona, NY - FIELDSTONE, TIMBER AND NATURAL GAS  
- 500 ACRES

**Founder/president/manager/owner bio:**

Meira Shapiro is the founder, majority owner and CEO of Moet Properties, LTD, a real estate investment and management firm that acquires, develops and markets its own portfolio of properties. Moet Properties is focused primarily on new residential housing construction and the renovation of properties for resale and rent in Central New York and The City of Watertown, New York; as well as raw land development and timber management. Meira has extensive experience working with governmental agencies in developing and managing the Company's properties: She obtained a DEC and U.S. Army Corps permit for the construction of a five-culvert bridge over a Class C trout stream which feeds directly into U.S. waterways – the first such permit ever awarded in the United States.

She is also the recipient of a State Historic Preservation Office Grant in New York City, an Empire State Development Grant in Oswego County New York and a State Historic Preservation Office permit for construction adjacent to a Native American site. Meira holds a B.A. in Political Science from Queens College, NY, and has a degree in real estate investing from New York University's School of Professional Studies. She is also the former president of Moet Productions, Inc. (a multi-media production company), as well as a published novelist and the current owner of TheTriumph LLC (a luxury multi-family apartment complex in the heart of The City of Watertown, NY). As a former actress, she has appeared in numerous national and regional TV spots, and has had supporting roles in several feature and independent films. Meira began her first construction project in 2005 with an investment in Manhattan real estate where she obtained City of New York permits to combine two units on a high floor in a luxury skyscraper.

**Employees:**

The Company employs its founder/president full-time and three other well qualified and experienced full-time year-round employees. The Company also hires several fully insured independent contractors yearly to fulfill projects on a case by case basis.

**Meira M. Shapiro: Education**

- Israeli Army Gadna Program
- Queens College, Flushing, New York; BA in Political Science
- Excelsior College, Albany, New York; Fluency Exam in Hebrew language
- New York University School of Professional Studies, New York City; Real Estate

**\*If the purchase of 542 Cooper St is approved by the Committee, I would take title in the name of The Triumph, LLC as we hope to expand this very successful BRAND in the City of Watertown. 542 Cooper St would be renamed *The Triumph* and would be known as a "luxury rental complex in the heart of the City of Watertown".**

Thank you in advance for reviewing my humble request.

Sincerely,  
*Meira Shapiro*

Meira M. Shapiro  
president  
Moet Properties, LTD.  
The Triumph, LLC  
Olympic Tower  
641 Fifth Avenue  
New York, New York  
10022

Tel: 917-734-9097

**Moet Properties, LTD.**  
**ANNUAL DISCLOSURE: As of 2/22/2019**

**The Company, Moet Properties, LTD (tax ID 27-5442610) was incorporated in New York State, March of 2011 and is registered with the New York State Department of State.**

The primary contact and Chief Executive Officer is Meira M. Shapiro, Olympic Tower, 641 Fifth Avenue, New York, New York 10022. Telephone: 917-734-9097

Email: [moetproperties@yahoo.com](mailto:moetproperties@yahoo.com).

The Company's president/CEO, Meira M. Shapiro owns 100% percent of the stock in the Company and has funded the Company with over two million dollars of her personal funds.

**The nature of the company's business:**

Moet Properties, LTD owns a diversified portfolio of real property in Central New York (covering a span between Syracuse and Watertown). The Company purchases foreclosures with cash, renovates them with its in-house full-time crew, and re-sells them at a thirty to fifty percent return on investment within twelve to twenty-four months of purchase (Oswego County under Moet Properties, LTD umbrella). The Company also focusses on rentals of the multi-family properties it purchases and markets them as luxury rentals to qualified applicants who have been fully screened for criminal records and credit scores. Furthermore, The Company also has fieldstone and publishing assets including a 500-acre timber (Red Oak, Ash, Black Cherry, Black Walnut and Hard Maple species) which sits on a valuable natural gas resource in the towns of Sandy Creek and Richland, New York (Congressional Districts 14, 23 and 24 NY). The Company is fully insured with a Business Liability Policy, Workers Comp Policy, DBL policy and Company auto policy.

**The Properties:**

**137-139 William St Watertown, NY** (Owned by The Triumph, LLC which is 100 percent owned by Meira Shapiro) - fully renovated and rented to qualified tenants. All apartments fully modernized and serviced by staff 24 hours per day. No police calls since Meira Shapiro took over building and since new tenants moved in. Security cameras installed and rents raised from \$575. per month to a range of \$750. per month to \$850. per month. All tenants have one to two year leases.

435 West Mullin St., Watertown, NY 13601 - RENTED FOR \$1,200.00 per month TO A WELL QUALIFIED FAMILY  
533 Morrison St., Watertown, NY 13601 - UNDER COSMETIC RENOVATION FOR RENTAL  
639 Emerson St., Watertown, NY 13601 - Under contract to purchase.  
438 Pumphouse Rd Mexico, NY 13114 - SOLD AT A 50 PERCENT RETURN ON INVESTMENT WITHIN 10 MONTHS OF PURCHASE  
560 Pumphouse Rd Mexico, NY 13114 - SOLD AT A 40 PERCENT RETURN ON INVESTMENT WITHIN 9 MONTHS OF PURCHASE  
3328 US Rt 11 Mexico, NY 13114 - SOLD AT A 50 PERCENT RETURN ON INVESTMENT WITHIN 6 MONTHS OF PURCHASE  
154 Beach 25th St Far Rockaway, NY 11691 - SOLD WITHIN 3 MONTHS OF RENO AT A 100 PERCENT RETURN ON INVESTMENT  
102-10 164th Rd Howard Beach, NY 14114 - SOLD WITHIN 12 MONTHS OF RENO AT A 30 PERCENT RETURN ON INVESTMENT  
3810 State Rt 104 Mexico, NY 13114 - SOLD WITHIN 18 MONTHS OF PURCHASE AT A 50 PERCENT RETURN ON INVESTMENT  
247 Co Rt 62 Richland, NY 13142 - SOLD WITHIN ONE YEAR OF RENOVATION AT A 50 PERCENT RETURN ON INVESTMENT  
322 Ellisburg St Sandy Creek, NY 13145 - Multifamily - SOLD WITHIN ONE YEAR AT A 30 PERCENT RETURN ON INVESTMENT  
26 Stewart St Richland, NY 13144 - SOLD WITHIN ONE YEAR AT A 10 PERCENT RETURN ON INVESTMENT  
3819 US Rt 11 Pulaski, NY 13142 - SOLD WITHIN 10 MONTHS OF PURCHASE AT A 45 PERCENT RETURN ON INVESTMENT  
94 Salisbury St, Sandy Creek, NY 13142 - RENTED TO A WELL QUALIFIED FAMILY  
132 Sherman Lacy Rd., Pulaski, NY 13142 - ON MARKET  
255 Cole Rd Mexico, NY 13114 - CURRENTLY OSWEGO COUNTY COMPANY HEADQUARTERS  
182 Tubbs Rd Mexico, NY 13114 - ON MARKET  
3620 Co Rt 6 New Haven, NY 13114 - ON MARKET  
188-417 Cummings Rd, Lacona, NY - FIELDSTONE, TIMBER AND NATURAL GAS  
- 500 ACRES

**Founder/president/manager/owner bio:**

**Meira Shapiro** is the founder, majority owner and CEO of Moet Properties, LTD, a real estate investment and management firm that acquires, develops and markets its own portfolio of properties. Moet Properties is focused primarily on new residential housing construction and the renovation of properties for resale and

rent in Central New York and The City of Watertown, New York; as well as raw land development and timber management. Meira has extensive experience working with governmental agencies in developing and managing the Company's properties: She obtained a DEC and U.S. Army Corps permit for the construction of a five-culvert bridge over a Class C trout stream which feeds directly into U.S. waterways – the first such permit ever awarded in the United States.

She is also the recipient of a State Historic Preservation Office Grant in New York City, an Empire State Development Grant in Oswego County New York and a State Historic Preservation Office permit for construction adjacent to a Native American site. Meira holds a B.A. in Political Science from Queens College, NY, and has a degree in real estate investing from New York University's School of Professional Studies. She is also the former president of Moet Productions, Inc. (a multi-media production company), as well as a published novelist and the current owner of TheTriumph LLC (a luxury multi-family apartment complex in the heart of The City of Watertown, NY). As a former actress, she has appeared in numerous national and regional TV spots, and has had supporting roles in several feature and independent films. Meira began her first construction project in 2005 with an investment in Manhattan real estate where she obtained City of New York permits to combine two units on a high floor in a luxury skyscraper.

**Employees:**

The Company employs its founder/president full-time and three other well qualified and experienced full-time year-round employees. The Company also hires several fully insured independent contractors yearly to fulfill projects on a case by case basis.

**Meira M. Shapiro: Education**

- Israeli Army Gadna Program
- Queens College, Flushing, New York; BA in Political Science
- Excelsior College, Albany, New York; Fluency Exam in Hebrew language
- New York University School of Professional Studies, New York City; Real Estate

THANKS

I mean you have done a lot. You bought a building that needed a lot of attention. You took care of the drug dealers parking in our parking lot. You fixed up apt 3 and rented it. You found tenants that are not trashing your apartments and you kept your word on renovations. We don't get a lot of that in Watert

April 9, 2019

To: Richard M. Finn, City Manager  
From: Michael A. Lumbis, Planning and Community Development Director  
Subject: North Hamilton Street Playground Ribbon-Cutting

As you are aware, the construction of the North Hamilton Street Playground is nearly complete. The contractor has finished assembling the structure, and the Parks and Recreation Department is scheduled to complete topsoil placement and other site restoration soon.

Planning and Parks and Recreation Staff would like to hold a ribbon-cutting ceremony in May to celebrate the completion of the project. We are proposing Monday, May 20, 2019 at 6:00 p.m. as the date and time. If the City Council concurs, we will schedule it accordingly.

ACTION: City Manager recommends establishing the date for the ribbon-cutting.

