

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, May 2, 2011, 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

PROCLAMATION

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Reappointment to the Transportation Commission – Michelle L. Appleby
- Resolution No. 2 - Reappointment to the Transportation Commission – Owen Virkler
- Resolution No. 3 - Approving Agreed-Upon Procedures with Poulsen & Podvin, P.C. in Relation to the Parks and Recreation Department
- Resolution No. 4 - Approving Contract for Hydroelectric Operations and Maintenance Services, Upstate Testing and Control Services
- Resolution No. 5 - Approving Agreement for Professional Land Surveying Services, Storino Geomatics
- Resolution No. 6 - Accepting Bid for Western Outfall Sewer Rehabilitation Project, Lash Contracting, Inc.
- Resolution No. 7 - Readopting 2010-11 Sewer Fund Budget, City of Watertown, New York

ORDINANCES

- Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$580,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Relining a Portion of the City's Western Outfall Trunk Sewer, In and For Said City
- Ordinance No. 2 - Amending City Municipal Code § 293, Vehicles and Traffic

PUBLIC HEARING

- 7:30 p.m. Resolution Approving the Special Use Permit Request Submitted by James Kroeger to allow a Tattoo Shop located at 1317 State Street, Parcel number 5-01-201.000

OLD BUSINESS

STAFF REPORTS

1. Upcoming Debt Issue
2. Samaritan Senior Village, Water Service
3. Watertown Sports Ventures Inc., Contract Renewal Request
4. Jefferson County Board of Elections Letter of April 26, 2011 on Polling Locations
5. R. P. Flower Memorial Library Board of Trustees Meeting Minutes, February 8, 2011
6. R. P. Flower Memorial Library Board of Trustees Meeting Minutes, March 8, 2011

NEW BUSINESS

EXECUTIVE SESSION

1. To discuss the employment history of particular individuals.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MAY 16, 2011.

Res Nos. 1 and 2

April 25, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Reappointments to the Transportation Commission

The terms of the following individuals on the Transportation Commission expired on April 1, 2011 and both have expressed an interest in being reappointed:

Michelle L. Appleby
Owen Virkler

Attached for City Council consideration are resolutions reappointing them to a three-year term, such term expiring on April 1, 2014.

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission – Michelle L. Appleby

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

YEA	NAY

Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2014:

Michelle L. Appleby
1620 Huntington Street, #U2
Watertown, NY 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission – Owen Virkler

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

YEA	NAY

Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2014:

Owen Virkler
 420 Newman Drive
 Watertown, NY 13601

Seconded by

Res No. 3

April 27, 2011

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Agreed-upon Procedures with Poulsen & Podvin, P.C. in relation to the Parks and Recreation Department

Attached for City Council review and consideration are the agreed-upon procedures submitted by the City's independent auditors, Poulsen & Podvin, P.C. These are the procedures that they will undertake and issue a report of their findings upon at the end of the engagement. The auditors assigned to this engagement will be Laurie Podvin and Brianna Tousant and the services performed will be billed at a combined rate of \$200 per hour. The firm has indicated they feel they the engagement will last at least one week but could not provide a more detailed estimate until the job is commenced and they have a better understanding of the situation. The cost therefore will be at least \$7,000 - \$8,000 but possibly more. Poulsen & Podvin, P.C. is prepared to begin the audit on May 9, 2011.

RESOLUTION

Page 1 of 1

Approving Agreed-Upon Procedures
with Poulsen & Podvin, P.C.
in Relation to the Parks and
Recreation Department

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

Total

YEA	NAY

Introduced by

WHEREAS the City Council has decided it wishes to have the Parks and Recreation Department audited due to recent billing and accounts receivable issues, and

WHEREAS the City Council decided it would be best to have the City’s current independent auditors, Poulsen & Podvin, P.C., perform the agreed-upon procedures, and

WHEREAS members of City Council and City Staff proposed possible agreed-upon procedures that they wanted Poulsen & Podvin, P.C. to consider undertaking, and

WHEREAS Poulsen and Podvin, P.C. reviewed City Council’s and Staff’s suggestions and have submitted the attached list of agreed-upon procedures for City Council consideration,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Watertown that the attached agreed-upon procedures are acceptable and are to be performed by Poulsen & Podvin, P.C. in relation the Parks and Recreation Department, and

BE IT FURTHER RESOLVED that City Council authorizes Mary Corriveau, City Manager to sign the attached engagement letter.

Seconded by

**CITY OF WATERTOWN
PARKS AND RECREATION DEPARTMENT
AGREED-UPON PROCEDURES**

Our procedures will be as follows:

1. Walkthroughs:

- a. Perform a walkthrough of general control procedures in order to obtain an understanding of the key physical and computer controls currently in place. Walkthrough will cover the following areas:
 - i. Overall evaluation of segregation of duties within the Department
 1. Review for conflicting duties
 2. Adequacy of staffing
 3. Supervision by Comptroller's Office
 - ii. Controls over physical controls and security
 1. Control of building access
 2. Security over cash on hand
 - iii. Controls over computer access
 1. Utilization of passwords
 2. Internet availability
 - iv. Evaluation of adequacy and capabilities of computer software used within the department
 1. Integration of information to Comptroller's office
 2. Generation of invoices and receipts
 3. Review of automated controls in place
- b. Perform a walkthrough of the revenue and receivable cycles in order to obtain an understanding of the process flow of transactions.
 - i. Process over billings
 - ii. Review of process for receipt of payments for various activities
 - iii. Frequency of deposits
 - iv. Accounts receivable collection procedures

2. Revenue and Receivables

- a. Analytical procedures over various activity revenue streams.
- b. Tests of receipts to be performed over use of recreational facilities and various activities. Attributes tested will include:
 - i. Accuracy of billings based on documented usage
 1. Obtain Arena and field use schedules maintained within department
 2. Obtain rosters for summer activities, including t-ball, golf, tennis, etc.

- ii. Timeliness of billings
- iii. Account coding within the general ledger
- iv. Evidence of receiving
- v. Timeliness of deposits

Sample sizes for testing to be determined during fieldwork once population is determined.

- c. We will compare receipts to deposits in City of Watertown, New York's checking account. Sample sizes for testing to be determined during fieldwork once population is determined.
 - i. Reconciliation of amounts collected to amounts deposited.
- d. Confirmation of sample of outstanding accounts receivable. Sample to be determined during fieldwork based on materiality level and population.

POULSEN & PODVIN, CPA, P.C.

Certified Public Accountants

145 Clinton Street, Watertown NY 13601

Telephone: 315-788-5490 Fax: 315-788-7147

RICHARD E. POULSEN, CPA
LAURIE J. PODVIN, CPA
BRUCE C. POULSEN, CPA

F. TOBY MORROW, CPA (RETIRED)

Members of:
American Institute of Certified Public Accountants
NYS Society of Certified Public Accountants

Joan McCreadie • Office Manager

April 27, 2011

City of Watertown, New York
245 Washington St., STE 203
Municipal Building
Watertown, NY 13601

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for City of Watertown, New York.

We will apply the agreed-upon procedures which City of Watertown, New York has specified, listed in the attached schedule, to the accounting records of City of Watertown, New York Parks and Recreation Department as of the date fieldwork begins and for the six years preceding this date. We currently expect to apply the agreed upon procedures listed in the attached schedule, however, the engagement will not be completed until the City of Watertown, New York agrees that the procedures are sufficient for its purpose. This engagement is solely to assist City of Watertown, New York in respect to the accounting records of the City of Watertown, New York Parks and Recreation Department. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on City of Watertown, New York Parks and Recreation Department's financial statements or any elements, accounts, or items thereof. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and our findings. This report is intended solely for use of City of Watertown, New York, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for the presentation of the accounting records and sufficiency of agreed-upon procedures of City of Watertown, New York Parks and Recreation Department in accordance with attestation standards established by the American Institute of Certified Public Accountants; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the agreed-upon procedures engagement we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Laurie Podvin is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures on a mutually agreed date, and, unless unforeseeable problems are encountered, the engagement should be completed in a timely manner. At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of City of Watertown, New York Parks and Recreation Department's financial statements or any elements, accounts, or items thereof in accordance with attestation standards established by the American Institute of Certified Public Accountants.

Our fees for these services will be based on the actual time spent at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very truly yours,

Poulsen & Podvin, CPA, P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of Watertown, New York.

BY _____

TITLE _____

DATE _____

CHAPTER 2

AGREED-UPON PROCEDURES ENGAGEMENTS

200 INTRODUCTION

Introduction

200.1 An agreed-upon procedures engagement is one in which a practitioner is engaged by a client to perform specific procedures and report findings. The practitioner does not perform an examination or provide an opinion. Rather, the practitioner reports only procedures and findings.

200.2 This chapter provides guidance on applying agreed-upon procedures to:

- Financial information.
- Nonfinancial information.

For guidance on applying agreed-upon procedures to prospective financial information, practitioners should refer to *PPC's Guide to Forecasts and Projections*.¹

200.3 Other chapters provide specific guidance for engagements to apply agreed-upon procedures to specific types of information, as follows:

- Sales as defined in a lease agreement—Chapter 4.
- Compliance—Chapter 7.
- Internal control over financial reporting—Chapter 10.

Agreed-upon Procedures Engagements

200.4 **Definition.** An agreed-upon procedures engagement is one in which a practitioner is engaged by a client to perform specific procedures and report findings. The practitioner does not perform an audit or provide an opinion relating to the subject matter or assertion about the subject matter. Rather, the practitioner performs only those procedures that have been agreed upon and reports findings.

200.5 **Purpose.** Agreed-upon procedures engagements generally arise when clients need the practitioner's involvement, but do not want a compilation, review, or audit. A problem often encountered in these types

¹ Although prospective financial statements might be considered financial information, engagements to apply agreed-upon procedures to such information are subject to AT 301.

of engagements is that clients do not necessarily want an agreed-upon procedures engagement. Instead, their desires are less precisely defined. Clients may want the practitioner to *verify* the information or *check it out and let us know if there are any problems we should know about*. The practitioner is then faced with the challenge of crafting an engagement that both satisfies the client's desires and does not expose the practitioner to undue risk. One way of satisfying the somewhat undefined desires of clients is to perform agreed-upon procedures and report the results of those procedures as findings.

200.6 Agreed-upon procedures engagements also arise when a client provides information to a third party, and the third party requires involvement by the practitioner to enhance the credibility of the information. Examples of such third parties include banks, regulatory agencies, prospective investors, and prospective purchasers. They are referred to in this chapter as *specified parties* of the practitioner's report. In many cases, the client is also a specified party. The person or entity providing the information is referred to as the *responsible party*.

200.7 At the onset of an agreed-upon procedures engagement, the practitioner and the specified parties agree upon the procedures that the parties believe are appropriate to meet their needs. Because parties' needs vary significantly from one engagement to another, the specific nature of each agreed-upon procedures engagement varies as well. Consequently, the parties assume responsibility for the sufficiency of the requested procedures since they best understand their own needs.

200.8 **Example.** An agreed-upon procedures engagement might occur, for example, if a potential investor (the specified party) is interested in assessing the collectibility of a potential investee's (the responsible party's) accounts receivable. In that case, the potential investor might request the practitioner to perform procedures to determine whether the investee's accounts receivable agings are accurate. Such procedures might include selecting an agreed-upon number of accounts receivable balances and testing the agings based on supporting invoices. In such an engagement, the practitioner provides no assurance about the collectibility of the investee's accounts receivable, but simply reports the results of his or her findings (that is, whether the selected accounts receivable balances are properly aged based on the supporting invoices).

201 AUTHORITATIVE LITERATURE

SSAE No. 10

201.1 Agreed-upon procedures engagements are governed by Statement on Standards for Attestation Engagements No. 10, *Attestation Standards: Revision and Recodification*, as amended by SSAE No. 11, *Attest Documentation*, and SSAE No. 12, *Amendment to Statement on Standards for Attestation Engagements No. 10, Attestation Standards: Revision and Recodification*. The specific guidance for agreed-upon procedures engagements is contained in the following sections of SSAE No. 10:

- AT 101, *Attestation Standards*
- AT 201, *Agreed-Upon Procedures Engagements*

201.2 Practitioners should also follow the relevant guidance in SSAE No. 13, *Defining Professional Requirements in Statements on Standards for Attestation Engagements*, and SSAE No. 14, *SSAE Hierarchy*. These standards are discussed in more detail in section 102.

AT 101, *Attestation Standards*

201.3 AT 101, *Attestation Standards*, is the umbrella standard that governs all types of attestation engagements, of which there are three: examinations, reviews, and agreed-upon procedures engagements. Examination and review engagements are discussed in Chapter 9.

AT 201, *Agreed-upon Procedures Engagements*

201.4 AT 101 states that the general, fieldwork, and reporting standards for attestation engagements referred to in paragraph 201.9 apply to agreed-upon procedures engagements. However, it then directs the

APPENDIX 2J

Illustrative Agreed-upon Procedures

Introduction: Users ask practitioners to apply agreed-upon procedures because they want to monitor specific aspects of the responsible party's operations or the completeness or accuracy of information the responsible party provides them. The practitioner is engaged to apply procedures that provide some assurance about the matter in question. This appendix identifies common user concerns and presents examples of agreed-upon procedures for various financial statement areas that users might find relevant for their needs. The examples provide food for thought and might serve as a basis for practitioners to help users who are unsure of what types of procedures would serve their purposes. Actual procedures applied will depend on users' needs. Practitioners should read the guidance on the appropriateness of procedures beginning at paragraph 207.6. Illustrative procedures are also found in various agreed-upon procedures reports presented throughout this *Guide*.

Cash

Concern: Are reported cash balances correct?

Example procedures:

We confirmed the cash on deposit from the banks listed in Schedule A; and we agreed the confirmed balance as of December 31, 20XX to the amount shown on the bank reconciliations maintained by XYZ Company.

We obtained confirmation of the cash on deposit from the following banks, and we agreed the confirmed balance to the amount shown on the bank reconciliations maintained by Y Company. We recalculated the amounts in the bank reconciliations and compared the resultant cash balances per book to the respective general ledger account balances.

Bank	General Ledger Account Balances as of December 31, 20XX
ABC National Bank	\$ 5,000
DEF State Bank	3,776
XYZ Trust Company regular account	86,912
XYZ Trust Company payroll account	5,000
	\$ 100,688

We obtained copies of all bank reconciliations as of December 31, 20XX and performed the following:

- We mathematically recomputed the bank reconciliations and compared the resultant cash balances per book to the respective general ledger account balances.
- We compared the resultant cash balances per bank to the bank confirmations and statements.

We traced reconciling items reflected on the December 31, 20XX bank statements to the January 20XY bank statement to determine that they cleared. We traced deposits in transit per the bank reconciliation to deposits in the cutoff bank statement that was mailed directly to us by request noting reasonableness of the time period between book and bank recording and inspected selected canceled checks returned with the cutoff bank statement. We traced checks dated before the balance sheet date to the list of outstanding checks, and inspected the dates that checks cleared the banks.

We confirmed all savings accounts and certificates of deposit on the general ledger as of December 31, 20X1 with financial institutions.

Concern: Are cash balances appropriate?

Example procedures:

We examined the daily cash balances per the general ledger for the month of December to determine whether they were no more than \$5,000.

We examined the monthly bank statements for 20XX to determine whether the balances were [above OR below] \$X.

We compared the lowest bank balance for the month to the level required by the [Name of Contract].

We read the bank statement to determine whether daily balances in excess of \$X were invested.

We examined the confirmations received from financial institutions, loan and debt agreements, and corporate minutes, noting any restrictions on cash.

Concern: Are all cash receipts deposited in the bank?

Example procedures:

We agreed cash receipts for 3 days to the daily deposit and check register.

We agreed total collections reflected in the accounts receivable subledger to cash deposits shown on the bank statement.

Concern: Are there controls over cash?

Example procedures:

We reviewed the monthly bank reconciliations for each month during 20XX and noted whether they had been reviewed and signed-off upon by the finance manager.

We compared payees shown on 50 checks to those shown on the daily cash disbursements report.

We reviewed the signature cards at the bank on the general cash account and reviewed the payroll records to confirm that all authorized signers on cash accounts were employed as of January 15, 20XY at the company. See Schedule A.

We examined checks to see if signatures were all automated or made by authorized signatories.

We examined 100 checks received in accounts receivable and verified that each check was stamped "for deposit only" on the back.

Concern: Are disbursements accurately recorded?

Example procedure:

We agreed checks written for 3 days to the check register.

Concern: Are cash transactions free of fraud?

Example procedures:

Using the cash receipts and disbursement ledgers for each bank account for five business days before and after the balance sheet date (12/31/XX) to identify interbank transfer checks and deposits, we determined that all were recorded in the proper period. We determined that transfers not clearing the bank in the same accounting period as they were initiated were properly reflected as reconciling items on bank reconciliations.

APPENDIX 2I-2

Report on Applying Agreed-upon Procedures to Financial Information—Claims of Creditors, Materiality Limits Stated, Restriction on Performance of Procedures^a

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES^b

To the Board of Directors^{c, d}
ABC Company
City, State

We have performed the procedures enumerated below, which were agreed to by you, solely to assist you with respect to the claims of creditors^e of ABC Company as of December 31, 20X1. ABC's management is responsible for the presentation of the claims of creditors. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of ABC Company. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

In accordance with your instructions, this report includes only those exceptions exceeding \$500. Our procedures and findings are as follows:^f

1. We compared the total of the trial balance of accounts payable at December 31, 20X1, prepared by the Company, to the balance in your related general ledger account.

The total of the trial balance agreed with the balance in the related general ledger account.

2. We compared the individual claims received from creditors, which were furnished to us by the Company, to individual balances in your December 31, 20X1 trial balance of accounts payable.

All differences noted that exceeded \$500 are presented in column 3 of Schedule A.^g

3. We examined documentation submitted by creditors in support of their claims and compared it to documentation in the Company's files, including invoices, receiving records, and other evidence of receipt of goods or services.

No exceptions were found as a result of these comparisons.

Documentation for claims submitted by XYZ Creditor was unavailable and was not examined.^h

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the claims of creditors. Accordingly, we do not express such an opinion.ⁱ Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.^j

This report is intended solely for the information and use of ABC Company and is not intended to be and should not be used by anyone other than this specified party.^k

[Firm's Signature]

[City, State] ^l

[Report Date] ^m

Notes:

- ^a This is an illustrative report that a practitioner might issue when he or she performs an agreed-upon procedures engagement in accordance with AT 201, *Agreed-Upon Procedures Engagements*. As such, it contains all of the required reporting elements discussed at paragraph 211.1

Res No. 4

April 25, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, Assistant City Manager

Subject: Approving Contract for Hydroelectric Operations and Maintenance Services, Upstate Testing and Control Services

The City of Watertown has utilized the services of a private contractor to operate and maintain our hydroelectric facility since March 1991.

In June 2005, the City entered into a two (2) year Agreement with Upstate Testing & Control Services, LLC, with three (3) two-year options, which may be exercised at the City's sole discretion. In May 2007, the City Council exercised the first of the two-year options on this contract. In May 2009, the City Council exercised the second two-year option.

City staff has been extremely satisfied with the service and performance that has been provided by Upstate Testing & Control Services (UTC), and the City Engineering Department is recommending that the City Council exercise the final two-year option provided for under the terms of the 2005 Agreement.

UTC has indicated a willingness to extend the Agreement with a less than two and one-quarter percent annual increase in each of the two years, bringing the annual fees for FY 11-12 and 12-13 to \$222,012 and \$227,004, respectively.

Attached for your review is a copy of the Agreement with Upstate Testing & Control Services. The proposed fee schedule is included as Exhibit A to the Agreement.

RESOLUTION

Page 1 of 2

Approving Contract for Hydroelectric Operations and Maintenance Services, Upstate Testing and Control Services

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

Total

YEA	NAY

Introduced by

WHEREAS the City owns the Watertown Hydroelectric Plant and associated dam and intake, (hereinafter referred to as the “PLANT”), on the Black River in the City of Watertown, State of New York with Unit Nos. 1-3 therein being so arranged that the electricity generated therein is delivered to the electric sub-transmission system of Niagara Mohawk Power Corporation with which it is physically connected, and

WHEREAS on June 6, 2005, the City Council of the City of Watertown approved a two-year Contract for Hydroelectric Operations and Maintenance Services with Upstate Testing and Control Services, and

WHEREAS under the terms of that Agreement the City has the right to renew, in its sole discretion, for three (3) two-year options, and

WHEREAS on May 5, 2007, the City Council approved the first of the two-year options and on June 15, 2009, the City Council approved the second of the two-year options which expires on June 30, 2011, and

WHEREAS Upstate Testing and Control Services has satisfactorily performed under the terms of this contract with the City of Watertown, and

WHEREAS Upstate Testing and Control Services is willing to continue to provide operation and maintenance services in accordance with requirements of the RFP response submitted by Mercer Management, Inc.,

RESOLUTION

Page 2 of 2

Approving Contract for Hydroelectric
Operations and Maintenance Services,
Upstate Testing and Control Services

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

Total

YEA	NAY

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Operation and Maintenance Services at the City’s hydroelectric facility, between the City of Watertown and Upstate Testing and Control Services, a copy of which is attached and made a part of this resolution, and

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

Seconded by

WATERTOWN HYDROELECTRIC SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2011 and effective on the 1st day of July, 2011, by and between the CITY OF WATERTOWN, a municipal corporation of the State of New York (hereinafter referred to as the "CITY"), with offices at City Hall, 245 Washington Street, Watertown, New York 13601, and Upstate Testing & Control Services, LLC, (previously known as Mercer Construction Co., LLC) a domestic corporation organized and existing under the laws of the State of New York (hereinafter referred to as "UTC"), with its offices and principal place of business at 606 Northway 10 Industrial Park, Clifton Park, New York 12065.

WITNESSETH

WHEREAS, the CITY owns a Watertown Hydroelectric Plant and associated dams and civil works (hereinafter referred to as the "PLANT"), on the Black River in the City of Watertown, State of New York with Units No. 1-3 therein being so arranged that the electricity generated therein is delivered to the electric sub-transmission system of Niagara Mohawk Power Corporation with which it is physically connected, and

WHEREAS, UTC is experienced in operating and maintaining hydroelectric facilities, and

WHEREAS, the CITY is authorized to operate the PLANT by the Federal Energy Regulatory Commission's "Order Issuing License" for Watertown Hydroelectric Project No. 2442-001, issued June 16, 1995 and/or the FERC "Order Amending License and Revising Annual Charges" for the Watertown Hydroelectric Project No. 2442-020, issued January 6, 1997, hereinafter referred to as the "LICENSE" and "AMENDED LICENSE," respectively, for the "PROJECT" and "AMENDED PROJECT," respectively, and

WHEREAS, the CITY has previously contracted with UTC (formerly known as Mercer Construction Co., LLC) for its professional services in operating and maintaining the PLANT, and

WHEREAS, UTC has submitted a FEE PROPOSAL for professional services in connection with the PLANT over a two (2) year period commencing on July 1, 2011, and

WHEREAS, the FEE PROPOSAL is attached and made a part of this agreement as Exhibit "A", and

WHEREAS, the professional services to be provided by UTC are set forth in the attached Exhibit "B",

NOW, THEREFORE, in consideration of the premises and covenants hereinafter set forth, the parties hereto have agreed to the terms and fee set forth in Exhibit "A" and Exhibit "B".

SECTION I – SERVICE PROVIDED

Services to be provided are as identified in the DESCRIPTION OF PROFESSIONAL SERVICES FOR THE OPERATION AND MAINTENANCE OF THE WATERTOWN HYDROELECTRIC FACILITY, a copy of which is attached as Exhibit "B".

SECTION II – INSURANCE REQUIREMENTS

1. Each party hereto shall be liable for all claims of the party's own employees arising out of any provision of the Workers' Compensation Law or under any plan for employee's disability and death benefit.
2. For the term of this Agreement, and any extensions at the option of the City thereof, UTC shall provide and maintain, at its own expense, insurance policies issued by reputable insurance companies that meet or exceed the requirements listed herein. Every policy of insurance shall name the City as an additional named insured which shall not be limited to vicarious liability issues only.

Coverage shall include:

Workers' Compensation and Employer Liability Insurance as required by the State of New York.

Public Liability Insurance, to include Contractual Liability and Products/Completed Operations coverage, covering all operations to be performed under this Agreement, with minimum limits of:

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 per occurrence
Disability Insurance	As required by the State of New York

In the event that UTC uses subcontractors in connection with the services, UTC shall require all subcontractors to provide the same insurance coverage as required of UTC under this Agreement.

UTC shall provide a certificate of insurance for all coverages required by this Agreement, which shall recite that the CITY is an additional named insured for the cited coverage. Such certificate shall include a statement that at least thirty (30) days' prior written notice shall be given to the City in the event of any cancellation or diminution of coverage.

If any insurance coverage is not secured or maintained, or is canceled before the CITY pays UTC's final invoice and UTC fails immediately to procure other insurances as specified herein, the CITY reserves the right to procure such insurance and to deduct the cost thereof from any sum due to UTC under the Agreement.

UTC shall furnish the CITY with copies of any accident report(s) sent to UTC's insurance carriers involving accidents occurring in connection with, or as a result of, the performance of services. UTC shall furnish said copies to the CITY concurrently with providing the reports to its insurers.

These requirements are in addition to any other insurance requirements, which may be required elsewhere in the Agreement. UTC shall comply with any government and/or site-specified insurance requirements even if not stated herein.

SECTION III – TRAINING

If applicable, each party to this Agreement shall provide to the other party to this Agreement any instructions and training materials that are applicable to the PLANT for use in performing its respective obligations.

SECTION IV – TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2011 and shall continue until June 30, 2013.

SECTION V – AGREEMENT

This Agreement and all of its terms and conditions shall bind and inure to the benefit of the heirs, executors, administrators, successors, grantees and assigns of the respective parties hereto.

This Agreement shall be governed by the laws of the State of New York. If any section, phrase, provision, or portion of this Agreement shall for any reason be held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such section, phrase, provision, or portion so adjudged shall be deemed separate, distinct and independent, and the remainder of the Agreement shall be and remain in full force and effect and shall not be invalidated, rendered illegal or unenforceable, or otherwise affected by such holding or adjudication.

UTC may not assign its obligations of performance of the services set forth in this Agreement without the express prior written consent of the CITY, which consent may be withheld by the CITY for any reason.

SECTION VI – REGULATORY REQUIREMENTS

It shall be the responsibility of the CITY to take all necessary actions to procure, have in force and effect and satisfy any federal, state or local ordinance or law and any regulatory requirements which may be imposed by any federal, state or local statute, rule, regulation, permit, order, or the like in connection with the activities to be performed pursuant to this Agreement by UTC. UTC will cooperate with the CITY and, at the CITY's cost, provide information or such other assistance as may be reasonably necessary for the CITY to satisfy such regulatory requirements. The parties will cooperate with each other and provide information or such other assistance as may be reasonably necessary for the CITY to satisfy regulatory requirements relating to performance under this Agreement.

SECTION VII – NOTIFICATIONS

All notifications pursuant to this Agreement shall be in writing and shall be personally delivered or mailed by certified or registered first class mail, postage prepaid, return receipt requested as follows:

TO UTC:

DAVID CRANDELL, PRESIDENT
UPSTATE TESTING & CONTROL SERVICES, LLC
606 NORTHWAY 10 INDUSTRIAL PARK
CLIFTON PARK, NY 12065

TO THE CITY:

MARY CORRIVEAU
CITY MANAGER, CITY OF WATERTOWN
245 WASHINGTON STREET, SUITE 302
WATERTOWN, NY 13601

Either party may change its address for notice to the other in the manner provided above.

SECTION IX – PLANT, PROJECT, AMENDED PROJECT – MISCELLANEOUS PROVISIONS

It is understood by the parties that:

1. The PLANT, PROJECT, and AMENDED PROJECT shall be operated

in compliance with all pertinent federal, state, and local laws, rules and regulations, and order of government and/or maintenance of same; and

2. The CITY has the right to enter the PROJECT, the AMENDED PROJECT, and the PLANT; and
3. The CITY has the right to perform all reasonable actions in order to ensure compliance with the LICENSE OR AMENDED LICENSE; and
4. Property at the PROJECT and PLANT shall be made available for development of the PROJECT and AMENDED PROJECT pursuant to the LICENSE and AMENDED LICENSE. Nothing in this paragraph shall be construed as altering the existing right or property ownership as regards the PROJECT, AMENDED PROJECT, or the PLANT.
5. UTC may in no way encumber the CITY's performance of its duties as a licensee under the LICENSE or AMENDED LICENSE, to wit: Notwithstanding any provision contained herein, the CITY has the right to perform any and all acts required by an order of the FERC or its successor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of the day and year first above written.

CITY OF WATERTOWN

UPSTATE TESTING & CONTROL SERVICES

By: _____

By: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

4/14/2011

" Exhibit A "

City of Watertown Hydroelectric O & M Fee Proposal

July 1, 2011 - June 30, 2012

Item	Description	Unit	Unit Price	Qty	Total
1	To Perform plant oper.	Month	8,880	12	\$106,560
2	To provide Plant maint.	Month	9,621	12	\$115,452
Total Annual Base Fee					\$222,012

July 1, 2012 - June 30, 2013

Item	Description	Unit	Unit Price	Qty	Total
1	To Perform plant oper.	Month	9,080	12	\$108,960
2	To provide Plant maint.	Month	9,837	12	\$118,044
Total Annual Base Fee					\$227,004

Upstate Testing & Control Services, LLC
606 Northway 10 Industrial Park
Clifton Park, NY 12065
Telephone: 518-877-0102
Fax: 518-877-0105



David G. Crandell, President

April 14, 2011

Date

DESCRIPTION OF PROFESSIONAL SERVICES
FOR THE
OPERATION AND MAINTENANCE
OF
THE WATERTOWN HYDROELECTRIC FACILITY
FOR
THE CITY OF WATERTOWN, NEW YORK

I INTRODUCTION

The City of Watertown (hereinafter referred to as "the City") owns, operates and maintains a hydroelectric facility on the Black River in the City. The plant consists of three (3) Westinghouse generators powered by Francis wheels and associated civil works. Operational controls are electronic and computerized.

II DESCRIPTION OF FACILITIES

The facility covered by this document is the Watertown Hydroelectric Facility at 1050 Marble Street. This plant was originally put in service in 1924 and has had reconstruction as demanded by system component failures or from breakdowns. The City has recently rehabilitated the generators and turbines and replaced the control systems; the project being completed in February 1999. Plant operations are presently managed by:

Department of Engineering
Room 305, Watertown Municipal Building
245 Washington Street
Watertown, New York 13601

III INFORMATION AND DOCUMENTS PROVIDED BY THE CITY

1. Included are the schedules and descriptions for the Minimum Operations Scope of Services and Minimum Maintenance Scope of Services.
2. Construction documents from the 1997-1999 rehabilitation are available for review at the City Engineer's Office.
3. Maintenance and operational manuals for plant controls are kept at the plant.
4. A copy of the FERC permit and amendments will be provided to the Contractor.
5. The Contractor is expected to guarantee 98% generator availability, not including scheduled down time. An estimate of scheduled down time for the each year for services/maintenance for major equipment and facilities shall be provided.

WATERTOWN HYDROELECTRIC PROJECT OPERATIONS SCOPE OF SERVICES

The Contractor shall provide manpower and tools to provide the services included, but not limited to, the following to guarantee the proper and normal function of the plant.

A. OPERATIONS SCOPE:

FREQUENCY OF SERVICE

DAILY WERLY MONTHLY YEARLY AS REQ.

101. Field Supervision
102. Field Operations
103. 24 Hr. Emergency Response Operating
104. Canals and Waterway - Cleaning
Trash racks and Headgates
105. Battery Routine Maintenance
106. General Plant Janitorial & Supplies
107. Compressors - Daily Inspection &
Lubrication
108. Plant Operations/Production Records
Monthly and Annual Reports
109. FERC Inspections
110. Garbage Disposal
111. Snow Removal
112. Utilities
113. Oil Spills, Oil Spill Supplies
114. General Equipment Lubrication
115. Fish Passage Facility
116. Emergency Diesel Generator
Operational Checks
117. Installation & Removal of
Boat Safety Barrier
118. Maintenance of Signs
119. Plant PLC and MMI
120. Emergency Shutdown Procedure

	DAILY	WERLY	MONTHLY	YEARLY	AS REQ.
101. Field Supervision	X				
102. Field Operations	X				
103. 24 Hr. Emergency Response Operating	X				
104. Canals and Waterway - Cleaning Trash racks and Headgates					X
105. Battery Routine Maintenance			X		
106. General Plant Janitorial & Supplies	X				
107. Compressors - Daily Inspection & Lubrication	X				
108. Plant Operations/Production Records Monthly and Annual Reports			X		
109. FERC Inspections				X	
110. Garbage Disposal		X			
111. Snow Removal					X
112. Utilities	X				
113. Oil Spills, Oil Spill Supplies	X				
114. General Equipment Lubrication		X			
115. Fish Passage Facility					X
116. Emergency Diesel Generator Operational Checks			X		
117. Installation & Removal of Boat Safety Barrier	Performed on a Semi-Annual Basis				
118. Maintenance of Signs					X
119. Plant PLC and MMI					X
120. Emergency Shutdown Procedure					X

A. OPERATIONS SCOPE (Cont.)

OTHER ITEMS AS SUGGESTED
BY CONTRACTOR

- Vibration Analysis & Report
- Non-Destructive Test: Turbine Assembly
- Computerized PM Software/Program

FREQUENCY OF SERVICE
DAILY WEEKLY MONTHLY YEARLY AS REQ.

	DAILY	WEEKLY	MONTHLY	YEARLY	AS REQ.
				X	
				X	
X					

Total Supervisor's Hours for these items
Total Technician's Hours for these items
Total Laborer's Hours for these items

618 Hrs./Yr.
270 Hrs./Yr.
795 Hrs./Yr.

Description of Minimum Requirements for Operations Services:

ITEM NO.

101. A qualified employee or agent of the Contractor approved by the City will physically visit and conduct an on-site inspection of the Municipal Plant and project works daily.
102. The Contractor shall operate the Municipal Plant to generate electricity through remote or in-plant operation in accordance with the City's FERC permit and as river flows, plant equipment, facilities, and operating/maintenance procedures allow.
103. Respond to all alarms on a priority "as soon as possible" basis, but no later than one hour to reach the site. Take corrective action for minor problems, if possible, and otherwise securing the Municipal Plant and/or project, or portions thereof, until further corrective action can be taken by either the Contractor and/or the City in accordance with the scope and nature of the problem.
104. Minimize obstructions at the trash racks and headgates structure by removing ice and debris as required. Equipment for the removal of debris at the headgate structure is not available at the Municipal Plant. Debris from the trash racks and headgates shall be disposed of in accordance with FERC and DEC requirements.
105. Battery routine maintenance includes visual inspect of batteries and racks for corrosion, damage, and level of electrolyte. Voltage and specific gravity readings shall be taken for each cell at required intervals and documented in a battery maintenance log.
106. Provide general janitorial service to keep the Municipal Plant clean and presentable, including provision of necessary supplies.
107. Lubricate and inspect daily the air compressor utilized for the generator braking system, but not including overhaul, or supply or installation of replacement parts.
108. Maintain operation and production records, prepare monthly and annual reports as required by the FERC permit, and provide appropriate notes concerning significant operations and events, including corrective action taken or future action requirements concerning modification or replacement of Municipal Plant equipment and structures specifically licensed by the Project No. 2442 license, and maintain logs and records in accordance with any and all regulatory requirements to which the City and the Municipal Plant are subject (including, but not limited to, adjustments to fish by-pass, minimum flow in the bypass reach, etc.) and provide copies of all such logs and records to the City.
109. The contractor will be on site at all scheduled FERC inspections.
110. Dispose of all on-site generated debris and/or garbage to an appropriate landfill. Hazardous materials such as lubricating oil or coolants shall be recycled or disposed of in an approved manner.

111. Maintain winter access to all structures at the Municipal Plant for which the Contractor is responsible under the scope of operations (head-gate structure and powerhouse).
112. The City shall provide all necessary heat, light, and domestic water at no cost to the Contractor. The Contractor shall provide maintenance for all telephone communication lines at the Municipal Plant at no additional cost to the City. All costs associated with telephone service provided in the office of the powerhouse shall be the responsibility of the Contractor.
113. The Contractor is responsible for oil spill cleanup resulting from normal operations, including maintenance. The Contractor will provide necessary materials, keeping a stock on site.
114. Lubricate all equipment and machinery as required, including provision of necessary materials and disposal of used lubricants.
115. Operate equipment (pumps, gates, valves, etc.) associated with the fish passage facility to satisfy FERC permit requirements.
116. Perform load test to emergency diesel generator annually.
117. Install and remove boater restraint device, installed at location approved in the FERC license and provided by the City.
118. Maintain safety and warning signs in the project area. Detailed sketches of sign locations will be provided to the Contractor. An annual inspection and report will be required each Spring. Other maintenance may be required if signs are reported damaged or missing.
119. Maintain the plant Programmable Logic Controller (PLC) and Man Machine Interface (MMI). The Contractor will be responsible for basic supplies such as printer paper, printer ink cartridges, etc. expended in the course of operations. Operating costs for the plant FAX machine and copier shall be part of this item.
120. The Contractor will work with the City and its Engineer to devise emergency shutdown procedures, which will be posted at the plant.

**WATERTOWN HYDROELECTRIC PROJECT
MAINTENANCE SCOPE OF SERVICES**

The Contractor will provide emergency response service on a 24 hours basis, 7 days per week.

B. MAINTENANCE SCOPE

FREQUENCY OF SERVICE

DAILY WEEKLY MONTHLY YEARLY AS REQ.

- 200. Field Supervision
- 201. Generator Electrical Testing/Maintenance
- 202. Turbine Inspections Maintenance
- 203. Breaker Maintenance
- 204. Switchyard Maintenance
- 205. Transformer Testing & Maintenance
- 206. Compressor - Overhead/Maintenance
- 207. Plant Maintenance & Test Records
- 208. Maintenance Schedule
- 209. Crane Testing and Maintenance
- 210. Gas Furnace Maintenance
- 211. Gates & Hoists Maintenance
- 212. Periodic Grease & Oil Changes
- 213. Fish Passage Facility
- 214. Station/Min. Flow Unit/Headwater Level Gage
- 215. Emergency Diesel Generator Maint./Test
- 216. Trash rack Raker
- 217. Hydraulic Positioning Units
- 218. Powerhouse Ventilation System
- 219. Static Excitation Maintenance
- 220. Protective Relays/Trip Test & Calibration
(Estimated downtime for PM during 1st year of Operation is 5 - 10 Days.)
- 221. Canal Clearance

	DAILY	WEEKLY	MONTHLY	YEARLY	AS REQ.
200. Field Supervision	X				
201. Generator Electrical Testing/Maintenance				X	
202. Turbine Inspections Maintenance		Every 3 rd year			
203. Breaker Maintenance				X	
204. Switchyard Maintenance				X	
205. Transformer Testing & Maintenance				X	
206. Compressor - Overhead/Maintenance				X	
207. Plant Maintenance & Test Records	X				
208. Maintenance Schedule		X			
209. Crane Testing and Maintenance				X	
210. Gas Furnace Maintenance				X	
211. Gates & Hoists Maintenance				X	
212. Periodic Grease & Oil Changes			X		
213. Fish Passage Facility					X
214. Station/Min. Flow Unit/Headwater Level Gage	In accordance with schedule on page 6 of RFP				
215. Emergency Diesel Generator Maint./Test		X			
216. Trash rack Raker		X			
217. Hydraulic Positioning Units		X			
218. Powerhouse Ventilation System				X	
219. Static Excitation Maintenance				X	
220. Protective Relays/Trip Test & Calibration (Estimated downtime for PM during 1 st year of Operation is 5 - 10 Days.)		Every 3 rd year			
221. Canal Clearance		Every 5 th year.			

A. MAINTENANCE SCOPE (Con't)

OTHER ITEMS AS SUGGESTED
BY PROPOSER

- Vibration Analysis & Report
- Non-Destructive Test: Turbine Assembly
- Computerized PM Software/Program

FREQUENCY OF SERVICE
DAILY WEEKLY MONTHLY YEARLY AS REQ.

	DAILY	WEEKLY	MONTHLY	YEARLY	AS REQ.
				X	
				X	
X					

Total Supervisor's Hours for these items

Total Technician's Hours for these items

Total Laborer's Hours for these items

730 Hrs./Yr.

538 Hrs./Yr.

818 Hrs./Yr.

Description of minimum requirements for Maintenance Services:

ITEM NO.

200. Field supervision of any subcontractors working on items which are part of this Agreement and will be provided by the Contractor. The Contractor will also provide field supervision for his own employees whenever they are working on hydroelectric plant specific tasks.
201. Generator Inspection – inspect bearings, megger brush rigging and inspect rings (furnish and install new brushes as needed), megger and drop test all field poles, MCE Test (including megger and PI test of stator), test RTD's, visual inspection of generator (check for loose wedges, ties, etc.), wipe down frames and covers. Following completion of work, the City will be provided with a complete service report.
202. Turbine Inspection – check bearings and run-out, adjust bearing if required, check and replace packing (main and gate shafts), check shaft wear, check wicket gate and linkage movement, record wicket gate and seal clearances, visual inspection of runner, wicket gates, stay-vanes, etc., check for evidence of cavitation. This inspection includes the dewatering of each of the turbines and will be performed annually on a rotating basis. Following completion of work, the City will be provided with a complete service report.
203. Medium Voltage Circuit Breakers – clean breaker to remove dirt and old lubricant, blow off breaker with compressed air, visually inspect breaker for loose, worn, damaged, missing or misaligned parts, clean and polish contacts, lubricate mechanism per manufacturers recommendations, exercise mechanism to ensure smooth operation, adjust mechanism and interlocks as required, measure contact resistance, apply potential voltage test per maintenance specifications, megger test breaker @ 2500 volts, check control wiring for tightness, record number of operations, clean and inspect cubicle. Following completion of work, the City will be provided with a complete service report.
204. High Voltage Disconnect Switches – clean to remove dirt and old lubricant, visually inspect for loose, worn, damaged, missing or misaligned parts, clean and polish current carrying contacts and fuse holders, check connections for tightness, lubricate mechanism per manufacturers recommendations, adjust mechanisms as required, exercise mechanism to ensure smooth operation. Following completion of work, the City will be provided with a complete service report.
205. Main transformer Testing and Maintenance – inspect for leaks, draw fluid samples for standard laboratory quality analysis, inspect gauges and other auxiliary equipment, clean, inspect and polish the insulators, megger test the windings, perform a turns ratio test on the operating tap, check connections for tightness. Following completion of work, the City will be provided with a complete service report.
206. Maintain and overhaul air compressor at manufacturer's recommended intervals to keep the compressor in good operating condition, but not including the supply of replacement parts.

207. Prepare logs and records of maintenance activities and test results of all equipment at the Municipal Plant for which the Contractor is responsible under this contract. Provide appropriate notes concerning significant operations and events, including corrective action taken or future action requirements concerning modification or replacement of municipal plant equipment and/or structures. Provide copies of all such logs and records to the City.
208. Contractor will work with the City to devise a standard equipment maintenance schedule.
209. Powerhouse Crane – provide a complete visual inspection of all structural, mechanical, and electrical components for deterioration, cracks, leakage, misalignment, and tightness of fasteners. Perform lubrication and minor adjustments as needed. Following completion of work, the City will be provided with a complete service report.
210. Maintain gas furnaces providing heat for the powerhouse at manufacturer's recommended intervals to keep the furnaces in good operating condition, but not including the supply or installation of replacement parts.
211. Maintain vertical slide gates, electric powered hoists, and overhead monorails located at the canal head-gate structure and powerhouse intake structure, but not including the supply or installation of replacement parts.
212. Perform all lubrication of equipment and machinery as required (including scheduled oil changes), including providing grease and oil necessary for optimal lubrication and the disposal of used oil and other fluids.
213. Maintain equipment (pumps, gates, valves, etc.) associated with the fish passage facility to satisfy required flows, but not including the supply or installation of replacement parts.
214. Maintain equipment associated with the headwater level gauge, minimum flow unit and other level gauges including necessary cleaning, adjustments and calibration of installed equipment to insure accurate and continuous readings.
215. Routine maintenance to emergency diesel generator. Routine maintenance includes oil, diesel oil, coolant, exhaust and fuel system, air filter, etc. but not including the supply or installation of replacement parts. Contractor will perform periodic tests on the starter battery.
216. Routine maintenance to trash-rack rake. Routine maintenance includes controls, motors, pumps, hydraulics, lubricants, rollers, bearings and drive mechanisms but not including the supply of replacement parts.
217. Routine maintenance to Hydraulic Positioning Units. Routine maintenance includes all PLC interface controls, monitoring and control switches, proportional and directional controllers and valves, pump motor and controls, tank heater, nitrogen charge accumulators, oil pumps, filters, and pressure control valves.

218. Routine maintenance to powerhouse ventilation system. Routine maintenance includes air intake louvers, filters, vent fans, drive belts, controllers and PLC interface.
219. Static Excitation-routine maintenance as recommended by manufacturer.
220. Trip test and calibrate protective relays.
221. Periodic maintenance of the canal including canal draining, removal and disposal of debris, and refilling of the canal.

(Added 1 July '09)

IX. GENERAL TERMS AND CONDITIONS

1. INFORMATIONAL & REGULATORY REPORTS

- A. Reports shall be submitted to the City Engineer for review and forwarding to the appropriate agency. If reports are not acceptable to the City Engineer or receiving agency, the Contractor will make any and all revisions required.
- B. The Contractor will maintain a logbook on site. The logbook shall include, but not be limited to, the following: daily plant meter readings, lost time record, air temperature, river flows, and individual operational readings for the generators.
- C. The Contractor will cooperate with the City and provide information, reports and/or other assistance as may be necessary for the City to satisfy regulatory requirements. The parties will cooperate with each other and provide information or such other assistance as may be necessary for the City to satisfy regulatory requirements relating to performance under the scope of operations reflected in this Request for Proposal.

2. INSURANCE & BOND REQUIREMENTS

- A. Contractor shall provide insurance coverage as detailed in the Agreement. This coverage shall include all insurance coverage as the City may deem necessary and shall name the City and its employees and representative as additional insured for any and all liability, including, but not necessarily limited to, Comprehensive General Liability, Motor Vehicle, Disability, Workers Compensation, Professional Liability, Owner Protective Policies, and all insurance required by the laws of the City of Watertown, the County of Jefferson, the State of New York, and the United States of America. Contractor will be required to provide all necessary insurance certificates which shall be subject to approval of the City.
- B. Contractor shall be required to indemnify and hold harmless the City, its agents, employees, and officers from Contractor's negligent acts and omissions in the performance of this Contract.
- C. Upon award of the Contract, the Contractor shall provide the City a performance bond in the amount of \$100,000. This bond shall guarantee the Contractor's performance of the O&M Contract. See penalty section.

3. PAYMENT AND PURCHASING TERMS

- A. Payments made under this Agreement shall be paid monthly and based on the quoted items and wages in the invoice submitted by the Contractor and approved by the Engineer. The Contractor shall submit a monthly bill with total breakdown of man-hours by supervisor/technician and detailed material bills for extra work. Payments will be made within thirty (30) days of receipt by the City Engineer.
- B. The Contractor shall submit three quotes for material and parts above \$1,000 per item prior to purchasing and approval by the City unless it is an emergency or the parts are only available from one source. The City may waive this requirement.
- C. The City's purchasing ordinance shall govern all the purchasing activities.
- D. The City shall have the option to retain 5% of the monthly bill until the end of each Contract year.
- E. All Federal labor laws and regulations and New York State labor laws and regulations will be incorporated into the Agreement. New York State Wage Rates are attached to this Agreement for the use of the Contractor.

X. TERM OF THE AGREEMENT

The term of this Agreement shall be two (2) years and shall commence on July 1, 2005 and shall continue until June 30, 2007. The CITY, at its sole option exercisable on or before April 1, 2007, may choose to continue the agreement for professional services for a period of two (2) years upon such terms and fees as the parties may then agree. A total of three (3), two-year option periods may be exercised by the CITY upon notice on or before April 1st of the year in which a contract period expires.

XI. TRAINING

The City will provide to the employees of the selected Contractor, an orientation period not to exceed eight hours. This session will cover the basic operating procedures of the plant PLC and various controls. Operators are expected to know the basic operational and maintenance requirements of a hydroelectric plant. Documentation for the various systems will be available to the selected Contractor.

XII. TERMINATION OF THE AGREEMENT

1. Contractor shall operate and maintain plant to optimize power generation. It shall be the City's sole judgment that the Contractor is performing to the City's satisfaction.

2. In the event of equipment failure or malfunction, the Contractor's failure to cure or provide a plan to cure within 72 hours to the City's satisfaction may be construed by the City as an event of default.
3. If the City terminates the Contract prior to its completion, the City will deduct the cost to perform the maintenance work supposed to be performed by the Contractor, but which was not done, prior to the termination of the Contract. The Contractor agrees that the City may hire any competent Contractor to perform the work and deduct the cost from its performance bond or retainage.
4. The ultimate Contract between the City and the Contractor shall contain clauses calling for termination for default and for termination for convenience for the City.

ACKNOWLEDGMENT

The General Terms and Conditions of this document are acknowledged by the Contractor to have been incorporated into the AGREEMENT.

DATE

SIGNATURE

April 27, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Agreement for Professional
Land Surveying Services, Storino Geomatics

The City of Watertown in the course of business routinely has a need for land surveying services. Until June 2009, these services were provided by Mr. Thomas Storino a licensed land surveyor that worked in the City Engineering Department. On December 7, 2009, the City Council approved a non-exclusive Agreement with Storino Geomatics to provide surveying services for the City. Our current Agreement with Mr Storino expires on June 30, 2011; to date we have spent just over \$20,000 for services provided under the terms of the Agreement.

On April 1, 2011 City Engineer Kurt Hauk held a meeting with representatives of the following local engineering and surveying firms to discuss the procedure and process of our non-exclusive contract for surveying services; Bernier Carr and Associates, GYMO, P.C.; Aubertine and Currier, Architects and Engineers and Storino Geomatics. During the meeting Mr Hauk discussed how we came to need a surveying agreement in the first place, the structure of the agreement and typical work type. At that time, the City offered to enter into non-exclusive agreements with any and all firms that had interest in being considered for surveying work.

Mr. Storino of Storino Geomatics has expressed a willingness to continue to provide surveying services for the City of Watertown under this non-exclusive arrangement. This allows the City Engineering Department to meet the continuing need for land surveying services, utilizes Mr. Storino's years of surveying experience for the City, and gives the City flexibility should we have demands that exceed Mr. Storino's company's capacity to respond. A copy of the Agreement is attached for your review. This Agreement contains two (2) two-year option periods for renewal.

A resolution approving the Agreement for Professional Land Surveying Services between the City of Watertown and Storino Geomatics, 179 Conger Avenue, Watertown , New York, has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement For Professional Land Surveying Services, Storino Geomatics

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

YEA	NAY

Total

Introduced by

WHEREAS in the course of business the City of Watertown routinely has a need for land surveying services, and

WHEREAS the City does not have a licensed land surveyor on its staff to perform routine survey work as the need arises, and

WHEREAS surveying services are professional services within the meaning of the New York General Municipal Law, and

WHEREAS Storino Geomatics has offered to perform routine surveying services for the City in connection with assigned projects at specified rate for identified services on a non-exclusive basis,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Professional Land Surveying Services, between the City of Watertown and Storino Geomatics, 179 Conger Avenue, Watertown NY, a copy of which is attached and made a part of said resolution, and

BE IT FURTHER RESOLVED that City Manager Mary M Corriveau is hereby authorized and directed to execute said agreement on behalf of the City of Watertown.

Seconded by

**AGREEMENT FOR PROFESSIONAL
LAND SURVEYING SERVICES**

This Agreement dated this ____ day of May, 2011 by and between Thomas M. Storino, P.L.S., individually and doing business as Storino Geomatics, 179 Conger Avenue, Watertown, New York 13601 (“Storino”) and the City of Watertown, New York, a municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”).

WITNESSETH

WHEREAS, the City routinely has a need for land surveying services in connection with street, sewer, water reconstruction and other projects; and

WHEREAS, the City does not have a licensed land surveyor on its staff to perform routine survey work as the need arises; and

WHEREAS, surveying services are professional services within the meaning of the New York General Municipal Law; and

WHEREAS, Storino has offered to perform routine surveying services for the City in connection with assigned projects at specified rates for identified services on a non-exclusive basis,

Now therefore the parties agree as follows:

AGREEMENT

1. Scope of Services.

The scope of surveying services to be performed by Storino for the City on an as-needed, non-exclusive basis is attached and made a part of this Agreement as Exhibit “A.” Identified routine services are to be performed at the fixed rates described at items .100

through .109 on Exhibit "A." Non-identified, non-routine services are to be performed at the applicable hourly rates described at items .110 through .116 on Exhibit "A."

2. Surveyors.

Storino will provide qualified surveyors to perform the assigned work. At all times relevant to this Agreement, Storino's surveyors shall be Storino employees, and not City employees. Accordingly, Storino shall be responsible for the payment of all wages, withholdings, insurances (including Workers' Compensation and disability insurance) and safety issues, if any, pertaining to his employees.

Storino shall maintain full, open, and cordial communications with any applicable City contractor's representatives, and shall answer the contractor's inquiries when those answers are solely referable to work or documents provided by Storino. Any request by a contractor for additional surveying work must be referred to the City representative.

3. City Representative.

The City Engineer of the City of Watertown shall designate a representative of the Watertown Engineering Department from whom all assignments shall be made and to whom all reports concerning surveying services shall be provided. The City Engineer's designation of its representative shall be in writing.

4. Reimbursable Expenses.

The City will reimburse Storino for expenses directly attributable to performing land surveying services required by this Agreement. It is anticipated that the extent of reimbursable expenses will be detailed in the agreed-to scope for each project.

5. City to Provide File Documents.

Prior to the commencement of any surveying services set forth herein, the City shall provide Storino with complete access to the City's file documents concerning the property in question. It is anticipated that copies of relevant documents will be provided by City staff for each project. When originals are provided, Storino shall return any original documents provided, upon completion of the task for which they were made available.

6. Billing.

Storino shall submit his invoices for surveying services no more than two times per month. Reimbursable expenses should be billed with the invoice for each project in the applicable billing period.

7. City Property.

All documents and reports prepared by Storino and provided to the City, both written and electronic, shall become the property of the City.

8. Term of Agreement.

This Agreement shall commence on July 1, 2011 of and shall expire on June 30, 2013. The Agreement is renewable by the City, at its sole option, for a period of two (2) years upon such terms and fees as the parties may then agree. A total of two (2) two-year option periods may be exercised by the City upon notice on or before April 1st of the year in which a contract term expires.

9. Entire Agreement.

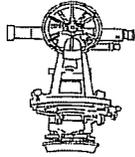
This Agreement represents the entire Agreement of the parties, and the parties acknowledge that there are no other agreements, verbal or otherwise, which form a part of the parties' Agreement.

WHEREFORE, the parties have entered into this Agreement this ____ day of May,

2011.

Thomas M. Storino, P.L.S.,
Individually and d/b/a
Storino Geomatics

City of Watertown
By: Mary M. Corriveau
City Manager



STORINO GEOMATICS
LAND SURVEYING SERVICES & CONSULTING

179 CONGER AVENUE
WATERTOWN, NEW YORK 13801-2318
TEL/FAX: (315) 788-0287
WWW.STORINOGEOMATICS.COM

CODE	SERVICE	INCLUDES	FEE (EFFECTIVE JULY 1, 2011)	FEE (EFFECTIVE JULY 1, 2012)
0.100	CITY OR VILLAGE SURVEY	CORNERS SET, MAP & DESCRIPTION	\$885.00	\$895.00
0.101	CITY OR VILLAGE SURVEY (SET CORNERS ONLY)	NO MAP, NO DESCRIPTION	\$606.00	\$612.00
0.102	CITY OR JEFFERSON COUNTY SUBDIVISION (2 ACRES & UNDER)	INCLUDES CORNERS, MAP AND DESC	\$1,263.00	\$1,276.00
0.103	CITY OR JEFFERSON COUNTY SUBDIVISION (2-5 ACRES)	INCLUDES CORNERS, MAP AND DESC	\$1,390.00	\$1,405.00
0.104	UPDATES OF UNDER 5 ACRES	MAP, DESC., COR. RESET @\$41 (2011) / \$42 (2012)	\$480.00-\$555.00	\$485.00-\$560.00
0.105	UPDATES OF MORE THAN 5 ACRES	MAP, DESC., COR. RESET @\$41 (2011) / \$42 (2012)	\$580.00-\$680.00	\$585.00-\$685.00
0.106	WOODED PARCEL*	CORNERS SET, MAP & DESCRIPTION	\$0.76/FOOT OF TOTAL PERIMETER	\$0.77/FOOT OF TOTAL PERIMETER
0.107	WOODED PARCEL*	CORNERS SET, MAP, DESCRIPTION, BLAZING & PAINTING	\$1.01/FOOT OF TOTAL PERIMETER	\$1.02/FOOT OF TOTAL PERIMETER
0.108	FARM PARCEL*	CORNERS SET, MAP & DESCRIPTION	\$0.66/FOOT OF TOTAL PERIMETER	\$0.67/FOOT OF TOTAL PERIMETER
0.109	CUT-OUT IN COUNTY OTHER THAN JEFFERSON COUNTY (2 ACRES & UNDER)	CORNERS SET, MAP & DESCRIPTION	\$910.00-\$1,085.00	\$920.00-\$1,095.00
0.11	CUT-OUT IN COUNTY OTHER THAN JEFFERSON COUNTY (2-5 ACRES)	CORNERS SET, MAP & DESCRIPTION	\$1,288.00-\$1,388.00	\$1,301.00-\$1,401.00
0.111	MARKERS SET ON LINE (SCHEDULED @ TIME OF SURVEY)		\$41.00/Marker	\$42.00/Marker
0.112	MARKERS SET ON LINE (NOT SCHEDULED @ TIME OF SURVEY)*		\$61.00/Marker	\$62.00/Marker
0.113	2 MAN FIELD CREW**		\$112.00/Hour	\$114.00/Hour
0.114	2 MAN CONSTRUCTION CREW**		\$162.00/Hour	\$164.00/Hour
0.115	ON SITE OR COURT TESTIMONY/PLS PRINCIPAL**		\$183.00/Hour	\$186.00/Hour
0.116	ON SITE OR COURT TESTIMONY/PLS**		\$132.00/Hour	\$134.00/Hour
0.117	PLS WORK NOT LISTED ABOVE**		\$147.00/Hour	\$149.00/Hour
0.118	INTERMEDIATE WORK NOT LISTED ABOVE		\$81.00/Hour	\$82.00/Hour
0.119	ROUTINE WORK NOT LISTED ABOVE**		\$61.00/Hour	\$62.00/Hour

EX. *{10 ACRE WOODED PARCEL X 43560= 435,600/SQ. ROOT OF = 660 X 4 = 2640 x \$0.75 = \$1980}*

*** BALANCE DUE UPON COMPLETION OF JOB, AT TIME OF DELIVERY OF FINAL DOCUMENTS AND INVOICE***

A SERVICE CHARGE OF 2% OF THE UNPAID BALANCE WILL BE ADDED MONTHLY AT THE TIME OF REBILLING

EFFECTIVE JULY 1, 2011

©2011 STORINO GEOMATICS LAND SURVEYING SERVICES & CONSULTING

Res No. 6

April 26, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Accepting Bid for Western Outfall Sewer Rehabilitation Project,
Lash Contracting, Inc.

The City Purchasing Department has advertised and received sealed bids for the rehabilitation of the Western Outfall Trunk Sewer. This project involves the slip lining of approximately 2,880 lf of the Western Outfall Trunk Sewer from Wealtha Avenue to the Wastewater Treatment Plant diversion structure. This project will eliminate large amounts of infiltration into the City's sewer system and supports the City's Long Term Control Plan.

Invitations to bid were issued to fifteen (15) prospective bidders with five (5) bids received and publicly opened and read in the City Purchasing Department on Tuesday, April 5, 2011 at 11:00 a.m. Details of the bids received are attached for your reference.

City Purchasing Agent Robert J. Cleaver reviewed the bids received with City Engineer Kurt W. Hauk, and it is their recommendation that the City accept the bid submitted by Lash Contracting, Inc. of Latham, New York, in the amount of \$575,305 as the lowest qualifying bid meeting the City's specifications. As Mr Cleaver's memorandum states, Lash Contracting, Inc. has done work for the City in the past, without issue.

This project was approved in the Fiscal Year 2010-2011 Capital Budget. At the time of budget adoption, it was anticipated that the cost would be \$682,000 and the financing of the project would be through the issuance of bonds. As discussed during my budget presentation, the Sewer Fund has seen increased revenues over the past year from leachate haulers, and other contracts negotiated. At this point in time, Staff is recommending that this project be financed on the pay as you go method with the increased revenues received and anticipated to be received over the remainder of the year. A resolution amending the Sewer Fund budget to increase the transfer to the Capital Fund is included in this agenda for City Council approval.

Additionally, City Comptroller James E. Mills is asking that the City Council approve a Bond Ordinance to protect ourselves, in case the anticipated revenues in the Sewer Fund fail to reach expected levels or the project requires significant change orders that the Sewer Fund cannot afford to pay from its operating fund. It is important that this authorization be considered prior to beginning this work, as once the work has started we will not be able to borrow for projects costs already incurred. Staff will notify the City Council of any decision to move forward with issuing bonds on this project.

RESOLUTION

Page 1 of 1

Accepting Bid for Western Outfall Sewer Rehabilitation Project, Lash Contracting, Inc.

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

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the rehabilitation of the Western Outfall Trunk Sewer utilizing the cured-in-place-pipe method, and

WHEREAS invitations to bid were issued to (15) prospective bidders with five (5) bids received and publicly opened and read in the City Purchasing Department on Tuesday, April 5, 2011, at 11:00 a.m., and

WHEREAS City Purchasing Agent Robert J. Cleaver and City Engineer Kurt W. Hauk reviewed the bids received, and it is their recommendation that the City Council accept the bid submitted by Lash Contracting, Inc. of Latham, New York, in the amount of \$575,305.00 as the lowest qualifying bid meeting the City’s specifications, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York accepts the bid for the rehabilitation of the Western Outfall Trunk Sewer utilizing the cured-in-place-pipe method in the amount of \$575,305.00 submitted by Lash Contracting, Inc. as the lowest qualifying bidder meeting City specifications, and

BE IT FURTHER RESOLVED that acceptance of this bid is subject to City Council approval of an amendment to the Sewer Fund budget and a bond ordinance to support this project.

Seconded by



CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET

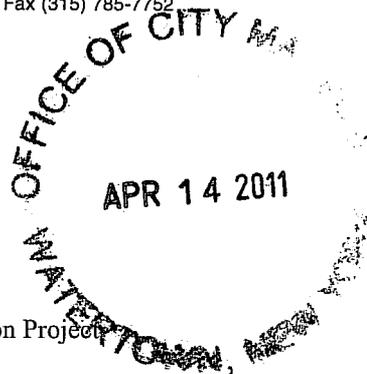
WATERTOWN, NEW YORK 13601

Tel. (315) 785-7749 • Fax (315) 785-7752

ROBERT J. CLEAVER
PURCHASING AGENT

April 14, 2011

To: Mary Corriveau
From: Robert J. Cleaver
Subject: Western Outfall Sewer Rehabilitation Project



The City's Purchasing Department advertised in the Watertown Daily Times on Tuesday March 8, 2011 calling for sealed bids for the rehabilitation of the Western Outfall Trunk Sewer utilizing Cured-In-Place-Pipe method. The Dodge Reports, Northern N.Y. and Syracuse Builders' Exchanges were also notified of the pending bid.

Bid plans were issued to 15 prospective bidders with a total of 5 sealed bids submitted to the Purchasing Department where they were publicly opened and read on Tuesday, April 5, 2011 at 11:00 am local time. Results of those bids are as follows:

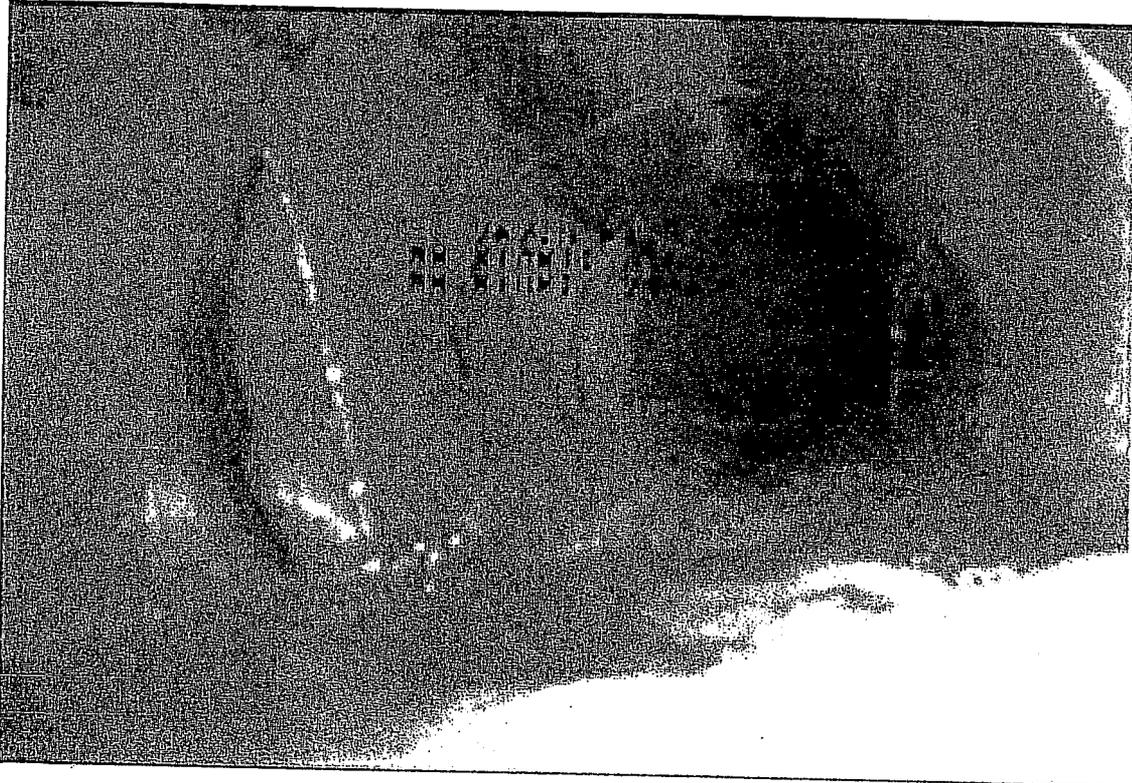
Lash Contracting, Inc 11 Northway Lane North Latham, N.Y. 12110	\$575,305.00
Insituform Technologies, Inc. 17988 Edison Avenue Chesterfield, Mo. 63005	\$595,888.00
Skanex Pipe Services Inc. 753 Rowley Road Victor, N.Y. 14564	\$665,897.00
Bat-Con, Inc. 4277 Slate Hill Road Marcellus, N.T. 13108	\$888,000.00
Marcellus Construction Co., Inc. 417 N. Main Street Mannsville, N.Y. 13661	\$978,585.00

I have reviewed the submittals with City Engineer, Mr. Kurt Hauk and Justin Wood, CE II and it is my recommendation that we accept the lowest qualifying bid submitted by Lash Contracting, 11 Northway Lane North, Latham, New York in the amount of \$575,305.00. Lash has contracted with the City for various projects in 2004, 2008 and 2009 without issue.

If you have any questions regarding this recommendation please feel free to contact me at your convenience.

cc: Kurt Hauk, P.E., City Engineer
Justin Wood, CE II
Jim Mills, City Comptroller
file

FISCAL YEAR 2010-2011
 CAPITAL BUDGET
 INFRASTRUCTURE
 SANITARY SEWER CONSTRUCTION

PROJECT DESCRIPTION	COST
<p>WOTS Lining: Wealtha Ave. to Diversion Structure</p> <p>This project involves the Slip Lining of approx. 2800 LF of the Western Outfall Trunk Sewer from Wealtha Avenue to the WWTP diversion structure. This project will eliminate large amounts of infiltration from entering the sewer and is part of the City's Long Term Control Plan.</p>  <p>15 year bond with FY 2011-12 projected debt service of \$73,429</p>	<p>\$682,000</p>
TOTAL	\$682,000

Res No. 7

April 27, 2011

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: FY 2010-11 Sewer Fund Budget Re-adoption

Included in tonight's agenda was a resolution to accept the bid submitted by Lash Contracting, Inc. in the amount \$575,305 for the Western Outfall Trunk Sewer (WOTS) lining from Wealtha Avenue to the wastewater treatment plant diversion structure. City Council was also presented with an update report on the next issuance of debt to finance capital projects. Current fiscal year Sewer Fund revenues are performing better than expected due the increase the City has seen in its leachate hauler customers and negotiated contracts. Seneca Meadows landfill is a leachate customer that began delivering to us in March 2010 and since that time revenues from them total \$348,932. Staff is recommending that these increased revenues be utilized to buy down debt for the WOTS lining project, the sanitary sewer portion of the J.B. Wise parking lot project, the sanitary sewer portion of the Riggs Avenue reconstruction project and additional sanitary sewer costs for the Breen Avenue reconstruction project.

If City Council agrees with the recommendation, it needs to re-adopt the FY 2010-11 Sewer Fund Budget to increase certain revenue accounts as well as the transfer to the capital fund line item to pay for the projects and avoid the issuance of debt.

RESOLUTION

Page 1 of 2

Readopting 2010-11 Sewer Fund Budget,
City of Watertown, New York

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

YEA	NAY

Introduced by

WHEREAS on June 7, 2010 the City Council passed a resolution adopting the Budget for Fiscal Year 2010-11, of which \$4,330,851 was appropriated for the Sewer Fund, and

WHEREAS on May 2, 2011 City Council was presented with a resolution to accept the bid submitted by Lash Contracting, Inc. in the amount of \$575,305 for the lining of the Western Outfall Trunk Sewer from Wealtha Avenue to the wastewater treatment plant diversion structure which is to be financed through the use of current funds, and

WHEREAS Fiscal Year 2010-11 Sewer Fund revenues are performing above the Fiscal Year 2010-11 adopted budget expectations, and

WHEREAS staff is recommending utilizing the increased revenues to avoid the issuance of debt and buy down the Sewer Fund capital projects such as the J.B. Wise sanitary sewer, Riggs Avenue sanitary sewer and additional Breen Avenue sanitary sewer costs, and

WHEREAS on the Fiscal Year 2010-11 Sewer Fund Budget adopted June 7, 2010 does not include an adequate appropriation to the transfer to the capital fund line item (G9950.0900) to fund these transfers, and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby re-adopts the Sewer Fund Budget for Fiscal Year 2010-11 in the total amount of \$ 5,045,851, and

RESOLUTION

Page 2 of 2

Readopting 2010-11 Sewer Fund Budget,
City of Watertown, New York

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

YEA	NAY

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that in the re-adopted Sewer Fund Budget, the following accounts be increased by the amounts as follows:

<u>Revenues</u>	
G2122 Sewer Charges	\$ 365,000
G2370 Sewer Rents – Governments	\$ 280,000
G5031 Inter-fund Transfers	<u>\$ 70,000</u>
Total	\$ 715,000

<u>Expenditures</u>	
G9950.0900 Transfers to Capital	<u>\$ 715,000</u>
Total	\$ 715,000

Seconded by

Ord No. 1

April 26, 2011

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance –Western Outfall Trunk Sewer (WOTS) Rehabilitation –
Wealtha Avenue to Wastewater Treatment Plant

Included in tonight’s agenda is a resolution to accept the bid submitted by Lash Contracting, Inc. for the rehabilitation of the Western Outfall Trunk Sewer from Wealtha Avenue to the wastewater treatment plant diversion structure in the amount of \$575,305. The project was included in the Fiscal Year 2010-11 Capital Budget at an estimated cost of \$682,000.

Also included in tonight’s agenda was a Sewer Fund Budget re-adoption resolution to increase the line item for transfers to the Capital Fund to fund this project as well as the Sewer Fund’s portion of the Riggs Avenue reconstruction project and the J.B. Wise sanitary sewer project due to an increase in potentially short-term revenue streams. However a bond ordinance has also been prepared for City Council consideration to act as a “stop loss” policy and protect the Sewer Fund from unforeseen change orders to this project that the Sewer Fund may not be able to cover from its operating funds. This bond ordinance will not be borrowed against without prior City Council notification.

Lash Contracting, Inc.	\$ 575,305
Estimated bonding costs (approx. 1%)	<u>4,695</u>
Bond Ordinance	\$ 580,000

ORDINANCE

Page 1 of 6

An Ordinance Authorizing the Issuance of \$580,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Relining a Portion of the City's Western Outfall Trunk Sewer, In and For Said City

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

Total

YEA	NAY

Introduced by

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on May 2, 2011, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by Councilman _____, who moved its adoption, seconded by Councilman _____, to wit:

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

Section 1. For paying the cost of relining a portion of the City's Western Outfall Trunk Sewer, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, a specific object or purpose, there are hereby authorized to be issued \$580,000 bonds of said City pursuant to the provisions of the Local Finance Law.

ORDINANCE

An Ordinance Authorizing the Issuance of \$580,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Relining a Portion of the City's Western Outfall Trunk Sewer, In and For Said City

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

Total

YEA	NAY

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$580,000 and that the plan for the financing thereof is by the issuance of the \$580,000 bonds of said City authorized to be issued pursuant to this bond ordinance.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Watertown, Jefferson County, New York, by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the City, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

ORDINANCE

Page 3 of 6

An Ordinance Authorizing the Issuance of \$580,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Relining a Portion of the City's Western Outfall Trunk Sewer, In and For Said City

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

Total

YEA	NAY

Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Comptroller. Such notes shall be of such terms, form and contents as may be prescribed by said City Comptroller consistent with the provisions of the Local Finance Law.

Section 9. The City Comptroller is hereby further authorized, at his or her sole discretion, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this resolution is to give the City Comptroller sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of this City Comptroller.

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

ORDINANCE

An Ordinance Authorizing the Issuance of \$580,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Relining a Portion of the City's Western Outfall Trunk Sewer, In and For Said City

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

Total

YEA	NAY

Section 12. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 13. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This ordinance, which takes effect immediately, shall be published in summary in the Watertown Daily Times the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Unanimous consent moved by Councilman _____, seconded by Councilman _____, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____

The ordinance was thereupon declared duly adopted.

* * *

ORDINANCE

Page 6 of 6

An Ordinance Authorizing the Issuance of \$580,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of Relining a Portion of the City's Western Outfall Trunk Sewer, In and For Said City

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

Total

YEA	NAY

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on May _____, 2011.

City Clerk

(CORPORATE
SEAL)

Ord No. 2

April 26, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Margin Parking Exemption on Thompson Boulevard
From Gotham Street to Hungerford Street

At its regular meeting on April 18, 2011, City Council was asked by Mr. Stewart Perkins to grant an exemption to the margin parking ordinance approved January 18, 2011. The requested exemption is for the 300 block of Thompson Boulevard from Gotham Street to Hungerford Street. At the April 18th meeting, Council requested that an ordinance be drafted allowing the requested exemption, which is attached for Council's consideration.

ORDINANCE

Page 1 of 1

Amending City Municipal Code § 293,
Vehicles and Traffic

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

YEA	NAY

Introduced by

BE IT ORDAINED that Section 293-21 of the City Code of the City of Watertown is amended by adding the following schedule to appear below paragraph D:

Margin parking is permitted in the following areas:

Name of Street

Thompson Boulevard

Location

From Gotham Street to Hungerford Street

and,

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

Seconded by

Public Hearing – 7:30 p.m.

April 25, 2011

To: The Honorable Mayor and City Council

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

Subject: Request for Special Use Permit to Allow a Tattoo Shop at 1317 State Street, Parcel No. 5-01-201

The City Council scheduled a public hearing on the above subject Special Use Permit request submitted by James Kroeger for 7:30 p.m. on Monday, May 2, 2011.

The Planning Board reviewed the request at its April 5, 2011 meeting and adopted a motion recommending that the City Council approve it with the condition listed in the resolution. Attached is a copy of the report prepared for the Planning Board and an excerpt from its Minutes.

The City Council must complete Part II, and Part III if necessary, of the Environmental Assessment Form before it may vote on the Resolution. The Resolution states that the tattoo shop will not have a significant effect on the environment and approves the Special Use Permit with the condition recommended by the Planning Board.

May 2, 2011

RESOLUTION

Page 1 of 1

Approving the Special Use Permit Request Submitted by James Kroeger to allow a Tattoo Shop located at 1317 State Street, Parcel number 5-01-201.000

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

YEA	NAY

Total

Introduced by

Council Member Teresa R. Macaluso

WHEREAS James Kroeger has made an application for a Special Use Permit to allow a Tattoo Shop at 1317 State Street, Parcel Number 5-01-201.000, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on April 5, 2011, and recommended that the City Council of the City of Watertown approve the request with the following condition:

1. The proposed tattoo shop shall be closed Sunday and Monday, and after 8:00 pm on Tuesday through Saturday.

And,

WHEREAS a public hearing was held on the proposed Special Use Permit on May 2, 2011, after due public notice, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow a tattoo shop is an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that a Special Use Permit is hereby granted to James Kroeger to allow a Tattoo Shop at 1317 State Street, Parcel Number 5-01-201.000 with the condition listed above in the Planning Board's recommendation.

Seconded by Mayor Jeffrey E. Graham



MEMORANDUM

City of Watertown Planning Office

245 Washington Street, Room 304

Watertown, New York 13601

315-785-7730

Fax: 315-782-9014

TO: Norman J. Wayte II, Chairman, Planning Board

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

SUBJECT: Special Use Permit Approval – 1317 State Street *KAM*

DATE: March 29, 2011

Request: Special Use Permit Approval to allow a Tattoo Shop located at 1317 State Street, Parcel number 5-01-201.000

Applicant: James Kroeger

Proposed Use: Tattoo Shop

Property Owner: Lisa E. Bonner

Submitted:

8 ½" x 11" Copy of Parcel Map: Yes

A Sketch of the Site to Scale: No

Completed Part I of an
Environmental Assessment Form: Yes

SEQRA: Unlisted Action

County Planning Board Review Required: No

Comments: The applicant is proposing to open a tattoo shop at 1317 State Street, parcel number 5-01-201.000. This parcel is in a Neighborhood Business Zoning District. This use is not specifically listed in the zoning ordinance, but can be considered under the "other uses" category if the Planning Board recommends that the use is of the same general character as those permitted and will not be detrimental to other uses. "Other uses" in a Neighborhood Business require a special use permit. Special Use permits require City Council approval after recommendation from the Planning Board and a Public Hearing. The procedure is outlined in Section 310-67 of the Zoning Ordinance. The standards are in Section 310-52.3.

No sketch of the site was provided by the applicant, so a site plan from previous records has been added to the file. There are two structures on the site; the applicant has not specified which structure will house the shop.

cc: Planning Board Members
City Council Members
Robert J. Slye, City Attorney
Justin Wood, Engineer
James Kroeger, 500 Dunn St, Hammond, NY 13646
Lisa Bonner, 23967 County Rte 67, Watertown, NY 13601



CITY OF WATERTOWN, NEW YORK
Special Use Permit Application



I. Applicant Information

Name: James Kroeger 315-323-8554

Mailing Address: 500 Dunn Street, Hammond, NY 13646

II. Property Information

Address: 1317 State Street

Tax Parcel #: 221800-005-000-0001-201

Property Owner (if not applicant): Lisa Bonner

If applicant is not owner, does applicant have a signed purchase agreement [] Yes [x] No

Zoning District: Neighborhood Business

Attachments Required:

8 1/2" x 11" parcel map with tax parcel involved in request outlined with a thick black line

A sketch of the site drawn to an engineering scale (e.g. 1"=20', 1"= 30').

Completed Part I of an Environmental Assessment Form (SEQR)

III. Request Information

Proposed Use: Tattoo shop

Explain Proposal:

- I would like to open a world class tattoo shop with award winning artists. I want to offer the best work around for a fair, competitive price and not take advantage of everyone in the area as other shops do. I believe customer service and customer appreciation are greatly overlooked these days. I want to help end the stereotype that tattooers are criminals, drug dealers, or all around shady characters by holding myself and my employees to high moral standards and by becoming a contributing business to the betterment of the community.

Use additional 8 1/2" x 11" sheets as needed.

I certify that the information provided above is true to the best of my knowledge.

Signature: [Handwritten signature of James Kroeger]

Date: 21 Mar 11

Shaughnessy
501207
114
Michigan Avenue

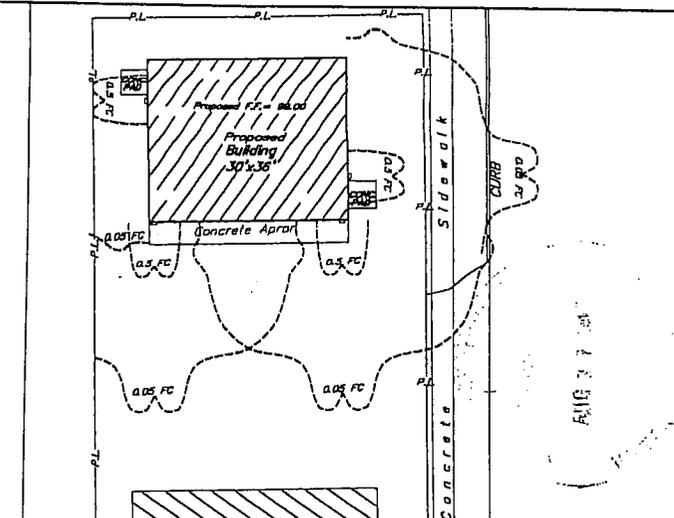
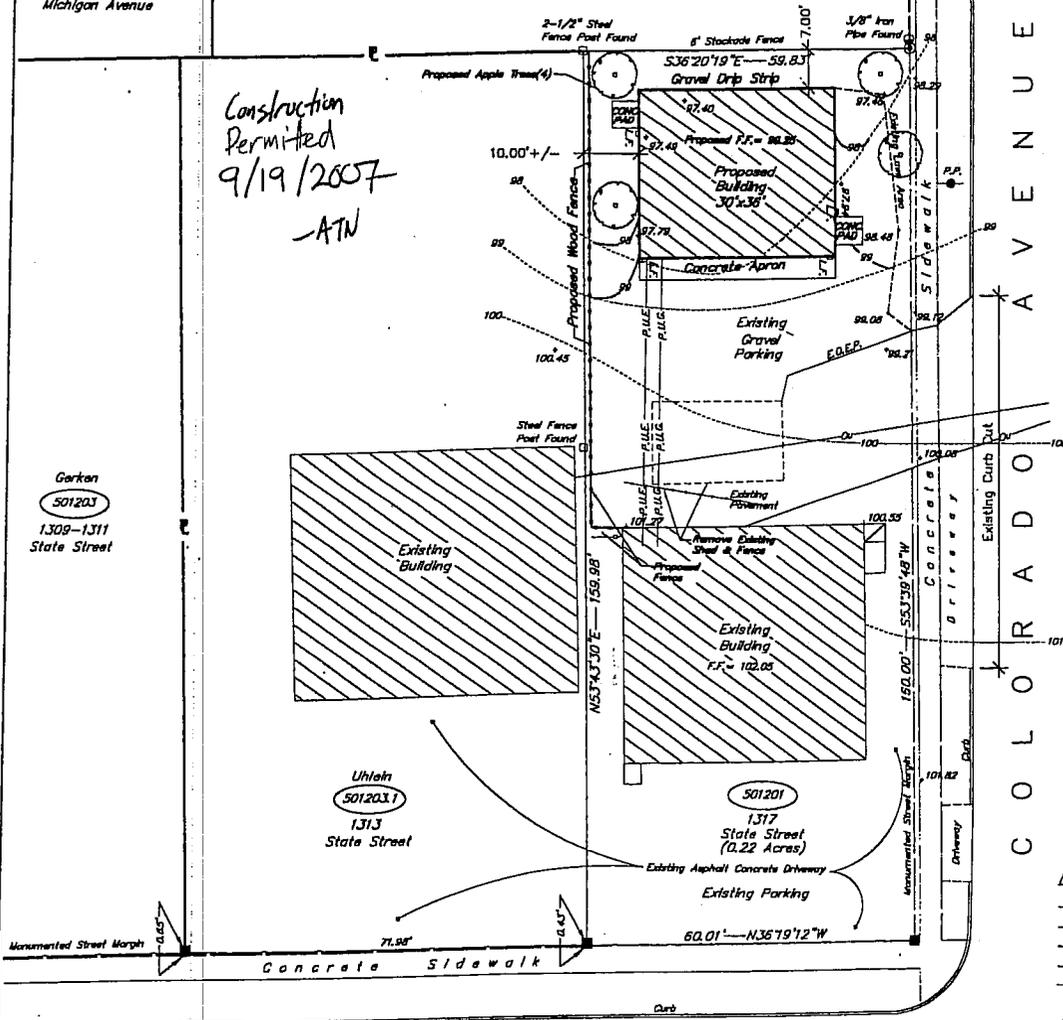
Humphrey
501221
115
Colorado Avenue

Garden
501203
1309-1311
State Street

Uhlain
501203.1
1313
State Street

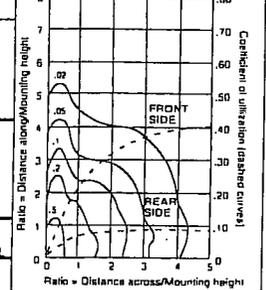
501201
1317
State Street
(0.22 Acres)

Construction Permitted
9/19/2007
-ATN



Photometrics
EXTERIOR WALL FIXTURES

35W HPS (WP1 Series)
Test No. 36456

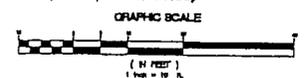


Ratio = Distance across/Mounting height
Ratio = Distance along/Mounting height

- Wall Mounted Exterior Light Fixture
8'-0" A.F.G.
- Existing Contour Elevations
- Proposed Contour Elevations
- E.O.E.P. Edge of Existing Asphalt Pavement
- L.F. Exterior Wall Mounted Light Fixtures(4)
- P.P. Power Pole with spike at elev. 99.88
- P.U.E. Proposed Underground Electric
- P.U.G. Proposed Underground Gas

REFERENCE
Map titled "Map of the State Street Addition of the Watertown Land Development Co. prepared by Hinds & Bond and filed in the Jefferson County Clerks Office November 20, 1891. Updated Survey by Gerald A. Kostyk, L.S. #50011, 4.12.07, 2007-210"

City Council
Approved 9-4-07
S. Heda



S T A T E S T R E E T

C O L O R A D O A V E N U E

ARCHITECTURE,
LAND SURVEYING
P.C.
200 WEST 10TH STREET
WATERTOWN, N.Y. 13601
Tel: 518.537.1111
Fax: 518.537.1112

GYMO

CERTIFICATE OF REGISTRATION
GYMO
ARCHITECTURE, LAND SURVEYING
& LAND WRITING, P.C.

REVISED SITE PLAN
AUDIO EXTREME
1317 STATE ST.
WATERTOWN, N.Y. 13601

Project No. 0073-1374
Date: 12/1/07
Drawn by: JLB
Checked by: JLB
Reviewed by: JLB
Date: 12/1/07
Scale: 1" = 10'

C-101

EXCERPT FROM THE MINUTES
CITY OF WATERTOWN PLANNING BOARD
APRIL 5, 2011 MEETING

**SPECIAL USE PERMIT – TATTOO SHOP,
1317 STATE STREE, PARCEL NUMBER 5-01-201**

The Planning Board then considered a Special Use Permit submitted by James Kroeger for the operation of a tattoo shop located at 1317 State St., Parcel Number 5-01-201. In attendance to represent the proposed project were James Kroeger and Donnie Morley.

Mr. Kroeger and Mr. Morley approached the board and explained their request.

Mr. Wayte asked what their hours of operation would be. Mr. Morley responded that they planned to operate between 12:00 noon and 6:00 or 8:00 pm, Tuesday through Saturday.

Mrs. Freda asked if they currently did business elsewhere. Mr. Morley responded that they operate a tattoo shop in Ogdensburg, which has been open for 13 years.

Mrs. Freda then asked if the existing shop is located near a bar, and expressed concern with the possibility of intoxicated customers from the bars next to the State Street location coming this business to get a tattoo. Mr. Kroeger responded that they have a policy against tattooing intoxicated customers. Mr. Morley mentioned that intoxication negatively affects the quality of the tattoo.

Mrs. Freda asked if the entrance would be in the front of the building. Mr. Kroeger answered affirmatively.

Mr. Wayte expressed concern regarding the number of tattoo shops on State Street, and that the proposed shop would be closer to residential areas than other shops on the street. Mr. Morley stated that it would be quiet business. Mr. Harris mentioned that he did not object to the tattoo shop, considering the building's previous use as a car audio shop, and its current vacancy.

Mr. Warren Allen of 1404 State St. then addressed the Planning Board. He stated that there are two reasons to reject the permit: first, because of its proximity to a bar; and second, because of its effect on surrounding residential property, especially noise and property values.

Mr. Allen mentioned that the bar patrons are already causing disturbance and damage in the neighborhood, and that his nephew heard claims from a tattoo artist that two thirds of his patrons are inebriated. He then explained that in conversations with real estate agents, he has heard that tattoo shops have a negative effect on nearby residential property values and sale prices.

Mr. Wayte responded that the hours of operation and health standards would mitigate most of these complaints.

Mrs. Freda asked if the city could legally restrict the hours of operation. Mr. Mix responded that they could, but enforcement may be difficult. Mrs. Freda proposed that the condition be added anyway. Mr. Kroeger stated that he was amenable to this condition.

Addressing Mr. Allen, Mrs. Freda noted that the root of the problems in the neighborhood appear to stem from the bars. She said that the tattoo parlor is an expression of art and the proposed business would fit as a commercial use. Mr. Allen said he has no problem with commercial use but added that the cumulative effect of the combined uses is a concern.

Mrs. Freda again noted that she would like to propose that a condition be added to the approval that the business must be closed by 8 p.m. and only be open from Tuesday through Saturday.

Mr. Harris then made a motion to recommend that the City Council approve the Special Use Permit submitted by James Kroeger for the operation of a tattoo shop located at 1317 State St., Parcel Number 5-01-201 contingent upon the following:

1. The proposed tattoo shop shall be closed Sunday and Monday, and after 8:00 pm on Tuesday through Saturday.

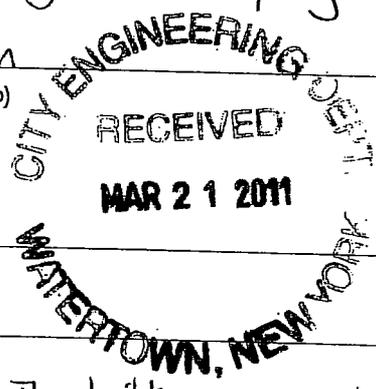
The motion was seconded by Mr. Fipps. All voted in favor.

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

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

1. APPLICANT/SPONSOR <i>James Kroeger</i>	2. PROJECT NAME <i>Pride & Glory Tattoo Company</i>
3. PROJECT LOCATION: Municipality _____ County <i>Jefferson</i>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <i>1317 State Street, Watertown, NY 13601</i>	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: <i>Would like to use existing building to open a tattoo shop. The building was previously an audio installation place for cars and a decoy shop for hunting.</i>	
7. AMOUNT OF LAND AFFECTED: Initially <input checked="" type="checkbox"/> acres Ultimately <input type="checkbox"/> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, describe briefly <p style="text-align: center;"><i>with special use permit</i></p>	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: <i>The block the property is on is all commercial businesses - The block next to it is residential housing.</i>	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency(s) and permit/approvals	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals	
12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant/sponsor name: <i>James Kroeger</i>	Date: <i>21 Mar 11</i>
Signature: <i>[Handwritten Signature]</i>	



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

Yes No

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

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

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

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

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

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

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

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

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



D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA?
 Yes No

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If yes, explain briefly

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

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

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts AND provide on attachments as necessary, the reasons supporting this determination:

Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

Date

April 26, 2011

To: The Honorable Mayor and City Council
 From: James E. Mills, City Comptroller
 Subject: Upcoming Debt Issue

The City is ready to begin the process to issue debt to finance various projects for which the City Council has approved the required bond ordinances. After reviewing our current and future financial position with the City Manager, we are recommending that some modifications to the original financing plan be implemented. A summary of projects to be financed with this debt issuance and the amounts to be borrowed are as follows:

<u>Project</u>	<u>Fund</u>	<u>Amount</u>	<u>Years to Pay Back</u>
JB Wise parking lot and storm sewer	General	\$1,305,000	10 years
JB Wise water main	Water	130,000	5 years (1)
Riggs Avenue	General	232,000	5 years (1)
Dosing Station Dam Rehabilitation Phase I & II	Water	335,000	10 years (2)
Sidewalk special assessment district #5 *	General	16,000	10 years
Sidewalk special assessment district #6 *	General	17,000	10 years
Total		<u>\$2,035,000</u>	
Summary by Fund	General	\$1,570,000	
	Water	<u>465,000</u>	
		<u>\$2,035,000</u>	

- (1) Decreased the number of years to pay back debt as planned for in the original Capital Budget from 15 years to 5 years
- (2) Decreased the number of years to pay back debt as planned for in the original Capital Budget from 15 years to 10 years

* Sidewalk special assessment districts #5 and 6 represent the amount that abutting property owners will pay through the City's Special Assessment Program.

Projects that are no longer recommended to be funded with the issuance of debt include:

<u>Project</u>	<u>Fund</u>	<u>Amount</u>
Riggs Avenue	Water	\$ 117,000
JB Wise sanitary sewer	Sewer	135,000
Riggs Avenue	Sewer	90,000
Breen Avenue (additional costs)	Sewer	64,000
Western Outfall Trunk Sewer – Wealtha Ave. to diversion structure	Sewer	575,000
Total		\$ 981,000

April 26, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Samaritan Senior Village, Water Service

As detailed in the attached memorandum from Water Superintendent Gary E. Pilon, Staff has been working with the Engineering firm hired by Samaritan Medical Center to look at the provision of water service to the Samaritan Senior Village project in the 1500 block of Washington Street. As the City Council is aware this project includes the construction of a 288 bed senior living facility, consisting of a 3 story 120 unit assisted living wing and a 4 story 168 unit skilled care wing, on property located behind the current Samaritan Medical Plaza. Based on the location of this project and the fact that a 3 and a 4 story building are currently proposed, providing water to the site has some challenges.

A Water Feasibility Study has been performed by Ryan Churchill, of GYMO Architecture, Engineering, and Land Surveying, P.C. and reviewed by Mr. Pilon and his Staff. This study looked at three options for providing service to the site and all parties have reached the conclusion that providing water to this project in cooperation with the Town of Watertown provides the best benefits for all involved.

At this point in time we are asking that the City Council recognize the connection of these facilities to the Town of Watertown's water distribution system as the most viable option, provided that the appropriate approvals are received from the Town and the NYSDOH. If so recognized by the Council, Staff will begin negotiations with the Town to allow the water to flow through the Town's system, and then back into the City to support operations at Samaritan's proposed facilities.

Watertown Water Department

Inter-office Memo

DATE: April 25, 2011

TO: Mary Corriveau, City Manager

FROM: Gary Pilon, Supt. of Water

SUBJECT: Samaritan Senior Village
Proposed Water Service Feasibility Study and Follow-up

The Samaritan Medical Center has proposed the construction of a 288 bed senior living facility, consisting of a 3 story 120 unit assisted living wing and a 4 story 168 unit skilled care wing, on property located behind the current Samaritan Medical Plaza in the 1500 block of Washington Street. The property lies on a hill and the proposed finished floor elevation of the first floor level of the 4 story structure is about 13 feet higher than the existing floor level of the Samaritan Medical Plaza and 30 to 60 feet in elevation above the Washington Street roadway. The existing plaza is served by an existing 8" cast iron water main and has booster pumps for both domestic water and fire service to the building. The owner's representatives familiar with the existing water system have indicated that they have experienced pressure and flow problems with the existing water supply to the plaza.

A Water Feasibility Study was performed by Ryan Churchill, of GYMO Architecture, Engineering, and Land Surveying, P.C. for the Samaritan Senior Village project. A report on the findings of that study, dated February 10, 2011 was submitted by Patrick Scordo, P.E. to Richard Brooks, the Samaritan Medical Center's representative, and distributed to City staff prior to a meeting held on February 17, 2011. The feasibility study outlined the anticipated water requirements for the proposed facility and evaluated two options for providing an adequate water supply to the project. A third option of bringing the water supply from the existing Thompson Park line was dismissed almost immediately, due to distance and the cost that would be involved.

- The first of the two remaining options would be a connection to the existing 8" line at the Samaritan Medical Plaza and an extension of that line by approximately 600 feet to the proposed project. Upgrades to that service would need to be made which would include the construction of a booster water pump station, sized to handle domestic and fire flow requirements, and an on-site storage tank of approximately 200,000 gallon capacity. The estimated cost for construction of this option is \$630,000. In addition to the cost of construction, there would be continuing costs associated with operating and maintaining the private pump station and storage facility.
- The second of the remaining options would involve installation of approximately 2,800 feet of 10" water main connected to the existing 10" water main located on Spring Valley Drive in the Town of Watertown and the existing 8" water main at Washington Summit off U.S. Rte. 11. This option would provide a looped system in the Town of Watertown and would utilize the existing pump station and storage tank that serves Town of Watertown Water Districts 3, 4, and 6. The estimated cost of installation for this option is \$320,000.

On February 17, 2011, a meeting was held in the city council chambers at City Hall to discuss the project. The meeting was attended by personnel from GYMO, P.C., and BC&A, representing Samaritan, and City staff members from the Engineering Department, Fire Department, Code Enforcement, Planning Department, and Water Department. The aforementioned options were discussed at the meeting and there were still some questions as to which option would be best for the project. Due to the fact that there are already several pump stations and booster pumps connected to the City's 12" water main on Washington Street at or near the city limit, we have been reluctant to approve the connection of any additional property that would require another pump or pumping system to the 12" water main in that vicinity, unless we could be assured that the increased demand would not adversely effect the pressure or flows in the vicinity. I suggested at the meeting that perhaps a pump station drawing water further down the hill would not drop the pressure on the 12" water main to the degree that it would if an additional pump was added at the top of the hill. As the meeting ended, we agreed that water department personnel and GYMO's engineer should meet to run some additional scenarios in the computer model before making a final recommendation as to which option would be best to proceed with.

Ryan Churchill met with Cody Salisbury and me in Cody's office on February 24, 2011. Cody ran several scenarios on the City's computer modeling software. The results obtained were consistent with what previous fire flow testing and past experience had told us. The results indicated that fire flows could not exceed 725 gallons per minute without the residual pressure dropping below 20 psi at the street level, if the Town and Correctional facility pumps were operating at the time the additional demand was needed. In order for the project to be served with adequate fire flow capacity, a booster pump station and a 200,000 gallon storage tank would be required. The pump would be limited to 140 gallons per minute, maximum. A sustained fire flow of 1,500 gallons per minute for two hours is required to meet minimum requirements for this project.

Ryan Churchill, Cody Salisbury and I have reached the conclusion that it makes more sense to go with the second option, provided an agreement can be reached with the Town and with the belief that the facility would be billed for their water consumption at the inside user rate. Any costs associated with wheeling the water through the Town would be between Samaritan and the Town of Watertown. I have attached a copy of an email from Ryan Churchill dated March 30, 2011 and a copy of an inter-office memo from Cody Salisbury dated March 31, 2011 giving their thoughts on the subject.

The recommended option has benefits for all parties that would be involved with the supply of water to the facility by way of the Town connection.

- Samaritan would benefit with lower up front costs, as well as lower operation and maintenance costs during the useful life of the facility.
- Samaritan could easily tie in the water supply to the existing Samaritan Medical Plaza and benefit by overcoming the low pressure and flow issues that have been experienced at that building.
- There would be less opportunity for extended water age in the storage system by utilizing the Town's existing tank, which would have greater turnover than a private tank that was being sized for fire flows that may never be needed, instead of for the projected peak demands for domestic use.

- The Town would benefit from the extension of the water main for the future road from Washington Summit to Spring Valley Drive and from the enhanced flows associated with looping of that water main between Spring Valley Drive and Washington Street (U.S. Rte. 11).
- The Town would also benefit from additional usage and subsequent turnover of water in their 200,000 gallon elevated water tank, which has been targeted as a possible source of disinfection byproduct development due to extended water age in the tank at various times.
- The City would benefit in that there would not be a significant additional demand placed on the City's water distribution system in the vicinity of the city limits.

There are a few issues that would need to be dealt with before a final plan could be completed:

- Agreement would have to be reached with the Town of Watertown to allow the water to flow through the Town's system, then back into the City to Samaritan's facilities.
- The New York State Department of Health would have to sign off on this proposal.
- The City Council would have to approve of the arrangement.

The Samaritan property will be located inside the city limits and therefore should be considered an "inside" city customer for billing purposes. The usage for the Samaritan facility would be billed to Samaritan and that amount of consumption would be subtracted from the consumption through the master meter for the Town, with the Town being billed for the balance of the consumption registered on their meter. We already have a similar situation with the water billing for Town of Watertown Water District No. 5, which is being supplied from the Watertown Correctional Facility's water line. This would be no different.

Sewer billing for the facility would be based on the water meter reading, as with any other inside user. Sewer billing for the Town would not be affected, since the Town's sewer usage is billed from separate sewer meters.

It is my recommendation that the City Council officially recognize the connection of these facilities to the Town of Watertown's water distribution system as the most viable option, providing the appropriate approvals are received from the Town and the NYSDOH.

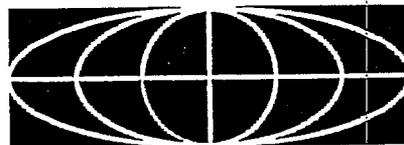
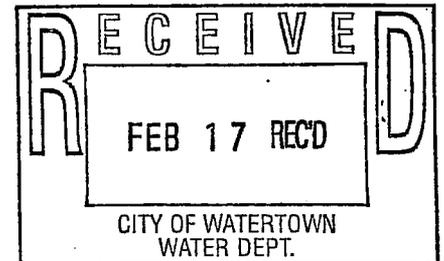
I believe that Samaritan should contact the Town and the NYSDOH to find out whether or not the approvals might be granted, then bring that information back to the City.

cc: Kurt Hauk, City Engineer
 Dale Herman, Fire Chief
 Ryan Churchill, GYMO, P.C.
 Pat Scordo, PE, GYMO, P.C.
 Cody Salisbury, City Water
 Ken Mix, City Planning
 Shawn McWayne, Code Enforcement

WATER FEASIBILITY STUDY

**PROPOSED SENIOR LIVING CAMPUS
BY SAMARITAN MEDICAL CENTER**

**CITY AND TOWN OF WATERTOWN
JEFFERSON COUNTY, NEW YORK**



GYMO PC

ARCHITECTURE, ENGINEERING & LAND SURVEYING
220 Sterling Street, Watertown, New York 13601
tel.315.788.3900 fax.315.788.0668 e-mail. gymopc@gymopc.com

WATER FEASIBILITY STUDY

PROPOSED SENIOR LIVING CAMPUS

WASHINGTON STREET
CITY OF WATERTOWN
JEFFERSON COUNTY
STATE OF NEW YORK

SAMARITAN MEDICAL CENTER

830 WASHINGTON STREET
WATERTOWN, NY 13601

CONTACT PERSON: MR. RICHARD BROOKS (315) 785-4422
PROJECT # 2010-267E
10 FEBRUARY 2011



PATRICK J. SCORDO, P.E.
DIRECTOR OF ENGINEERING

The above Engineer states that to the best of his knowledge, information and belief, the plans and specifications are in accordance with the applicable requirements of New York State. It is a violation of New York State Law for any person, unless acting under the direction of a licensed professional engineer to alter this document in any way. If altered, such licensee shall affix his or her seal and the notation "altered by" followed by his or her signature, date, and a specific description of alteration.

**GYMO ARCHITECTURE, ENGINEERING
& LAND SURVEYING, P.C.**

220 STERLING STREET-WATERTOWN, NY-TELE: (315)788-3900 FAX: (315)788-0668

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-

1.0 SITE AND PROJECT DESCRIPTIONS

1.1 Site Location and Description

The project site is located east and north of the existing Samaritan Medical Plaza ("the Plaza") at 1575 Washington Street and is being developed by Samaritan Medical Center ("owner"). An existing driveway connection to the Plaza via Washington Street is directly across from the Summit Wood residential development entrance. The owner currently possesses two parcels on the western portion of the project site and is in the process of acquiring property to the east of the Plaza from the City of Watertown and the City of Watertown School District. The approximate project site limits are outlined on Concept Water Plan W100 in Appendix A.

1.2 Project Description

This project will entail the construction of a 288 Bed Senior Living Facility ("the Proposed Facility"). The Proposed Facility will initially include a 120 unit, three story assisted living wing and a 168 unit, four story skilled care wing with a common area connecting structure. The fourth finished floor elevation of this skilled care wing will be at ± 615 -feet. A third wing is shown on W100 (dashed) and is for planning purposes. The initial proposed gross and footprint square footage (SF) of the structure is 237,000SF and 84,000SF, respectively. Access roads, water, sanitary sewer, storm sewers, site lighting, landscaping and parking areas will also be constructed to serve the facility.

1.3 General Site Conditions

The project site contains a high point of elevation 655 at the southeastern corner and slopes downward predominately in a northwesterly direction to approximately elevation 530, at the proposed driveway connection to Washington Street. Research of USDA/NRCS soil mapping has revealed that, in general, there are shallow bedrock conditions and some areas of saturated soils within the project site. The project site is currently undeveloped and is predominantly covered with dense brush and scattered trees.

2.0 WATER FACILITIES

2.1 Water Demand

For domestic design purposes, water demands are assumed to be equivalent to average daily sewage flows generated. These water demands were determined utilizing New York State Department of Environmental Conservation (NYSDEC) guidelines. According to the NYSDEC, each bed in a hospital facility generates 175 gallons per day (GPD). At 288 beds, the proposed facility is anticipated to generate **50,400 GPD**. This equates to an average flow rate of 35 gallons per minute (GPM). Using a peaking factor of 4, the peak demand is calculated to be **140 GPM**.

2.2 Water System Connection Alternatives

As the project site is near the City and Town of Watertown boundary, there is potential for connecting into each municipality's water system. In general, there are three options for water service to the project site: the City of Watertown system on Washington Street, the City of Watertown system at Thompson Park (as indicated by the City of Watertown Water Department), or the Town of Watertown system to the south. Due to the distance to the Thompson Park and the cost which would be involved in connecting to this system,

this option has been dismissed. The remainder of this study will discuss the remaining two options.

2.3 Proposed Water – City of Watertown Option

2.3.1 Existing Conditions

The City of Watertown water distribution system in this area mainly consists of a 12-inch diameter main within Washington Street. The Plaza has a lone 8-inch connection from this main within Washington Street. Per the City of Watertown Water Department, there is sufficient volume, but there is not an abundance of pressure within the Washington Street main. This is due, in combination, to this being a relatively high area of the City compared to the source and the existence of many local water demands, including several pump stations.

Hydrant flow test data has been obtained from a previous GYMO, P.C. project in the vicinity of the site. Specifically, this flow test was performed 7 December 2006 on Washington Street, in close proximity to the municipal boundary at an approximate elevation of 561-feet (residual hydrant). During the test, pressures dropped from 32 to 26 pounds per square inch (PSI), while 910 GPM of flow was witnessed. Refer to Appendix B for the Flow Test Report.

At the Plaza, owner's representatives familiar with the existing water system have revealed that there are pressure and flow concerns. Reportedly, when booster pumps are active, cavitation occurs within the pumps.

2.3.2 Proposed Upgrades

Based on the previous, it would be necessary to install water storage within the project site that the Proposed Facility could draw from for an extended period of time without creating a low pressure or vacuum situation in the main line. The storage required has been calculated based on estimated fire flow requirements. To sustain 1,500 GPM for two hours, approximately 180,000 gallons of water is required. A 200,000 gallon tank has been used for estimation purposes.

Considering that the project site is uphill from the location of the aforementioned hydrant flow test by over 55 feet, a water booster pumping station would be required to provide adequate flow and pressure. This pump system would be sized to handle the fire and domestic demands. For estimation purposes, the pump station for the proposed facility would be external of the building and include a backup generator. Approximately 600-feet of 8-inch diameter main line would be required to provide the required connections between the pump station, storage tank, and Proposed Facility. Note that the City of Watertown Water Superintendent has expressed his concern about synchronizing a new pump station with the (three) existing pump stations to avoid multiple pumps running simultaneously.

2.3.3 Cost

The upgrades necessary to the City of Watertown system to provide adequate domestic and fire flows for the owner's properties have been estimated and are included in Appendix C. The total cost of installing the required water main and appurtenances, water storage, pump house, and generator is estimated to be **\$630,000**. In addition, there would be operation and maintenance costs related to this system including, but not limited to: electricity for the pumps and controls,

heating of the water within the storage tank, and life cycle equipment costs for both the pumping station and the storage tank.

2.4 Proposed Water – Town of Watertown Option

2.4.1 Existing Conditions

The Town of Watertown water distribution system in this area is fed by a water tower adjacent to Brookside Drive, approximately 3,000 feet from the Proposed Facility as shown on W100. Finished grade at the location of the water tower is $\pm 620'$, and it is $\pm 130'$ tall. Water levels generally fluctuate between 735' and 745'. The water tower has a capacity of $\pm 200,000$ gallons.

From the water tower, the water distribution system branches out from a 10-inch diameter trunk main line to serve the Town of Watertown Water District No. 4. The tower is filled via pump station that exists on Washington Street in the vicinity of the municipal boundary. The water source is the City of Watertown's 12-inch main within Washington Street. The existing water distribution system configuration and sizes can be viewed on W100.

2.4.2 Proposed Upgrades

To gain connection to the Town of Watertown's water distribution system, it is proposed that a 10-inch diameter main is installed as shown on W100. This main would be approximately 2,800-feet in length. A connection would be made with an existing 8-inch main which serves the Washington Summit development to the south of the project site. This 8-inch main connects into the 4-inch water main which connects the aforementioned pump station to the tower. The proposed connection would allow a loop to be formed, which provides better hydraulics and options in the event of a main break within the district. A replacement of the existing 4-inch water line with an 8-inch water line under Washington Street/U.S. Route 11 to connect in with an existing 8-inch diameter main on the western side of the roadway was considered. Although this connection may provide for a better looped network, it does not seem cost effective, considering the small benefit that could be received hydraulically.

2.4.3 Water Modeling

A hydraulic model was performed for the Town of Watertown option of this study. This model took into consideration the case of the proposed 10-inch line being connected into the 10-inch Brookside Drive main. This is a conservative approach, as flow conditions will only improve by modeling the proposed cross connection. For purposes of the water model, water elevations within the water tank were assumed to be at 740'. Water District 3, 4 and 6 demands were also modeled and were based on City of Watertown meter readings obtained from the Town of Watertown (Appendix D) for the last three months.

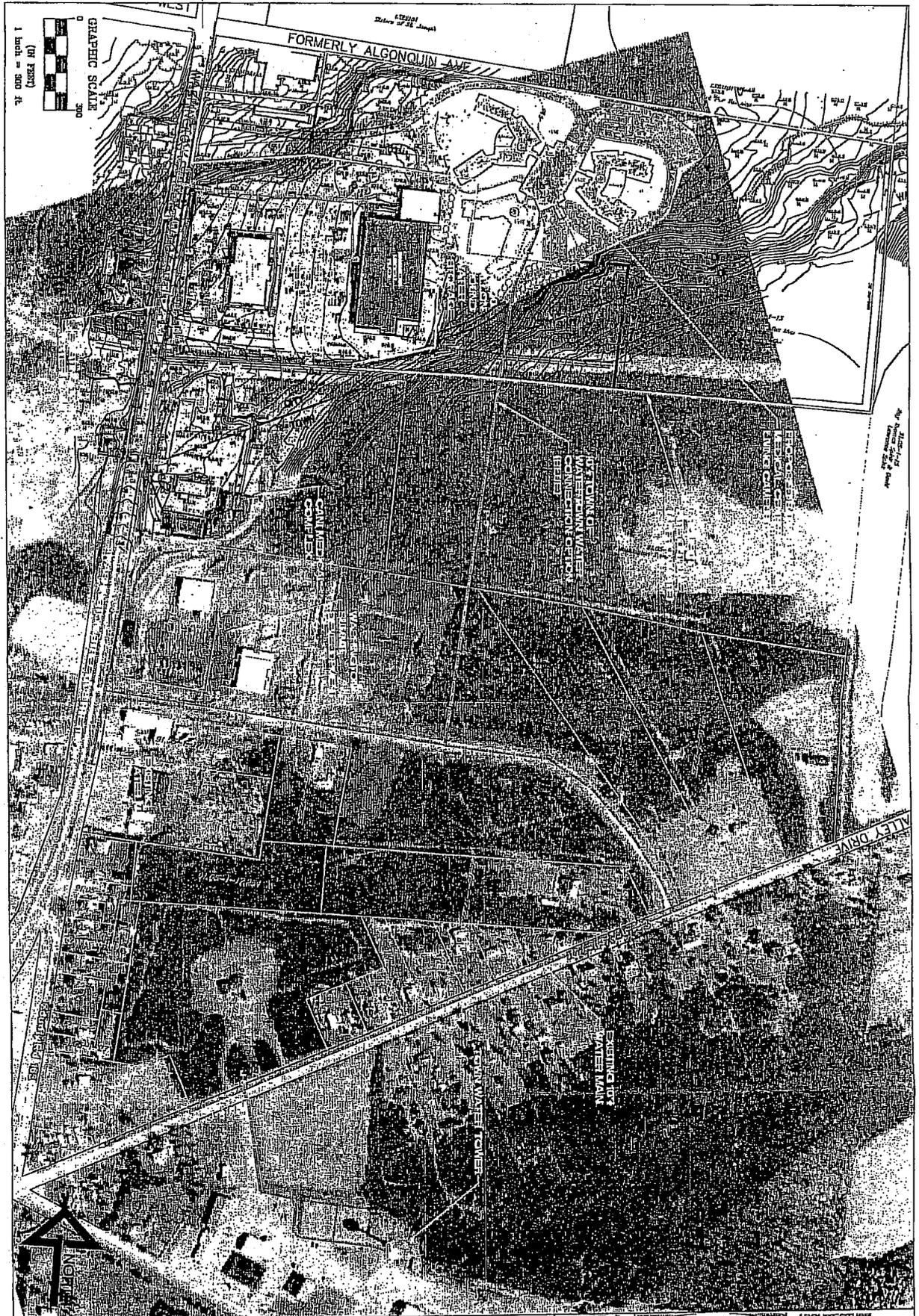
Average existing usage within Town Water Districts 3, 4 and 6 was determined to be 50,000 GPD. This equates to an average demand of 34.7 GPM. Using a peaking factor of 4, the peak demand of the district is determined to be 139 GPM. The domestic demand of 140 GPM was applied to the end of the proposed 10-inch line. A hydrant flow test was then simulated to project 1,500 GPM of fire flow. Per the model, the lowest pressure in the system during this scenario was 26.9 PSI at J-7. Labels on the proposed town water line of W100 correspond with the water modeling documents in Appendix E.

2.4.4 Cost

The above discussed upgrades necessary to the Town of Watertown system to provide adequate domestic and fire flows for the Proposed Facility have been estimated and are included in Appendix F. The total cost of installing the required water main and appurtenances, is estimated to be **\$320,000**.

APPENDIX A

CONCEPT WATER PLAN – W100



GRAPHIC SCALE
 (IN FEET)
 1 inch = 500 ft

FORMERLY ALGONQUIN AVE

HEGOSAN MEDICAL CENTER

10 TOWN OF WATER
 CENTER WATER
 CONNECTIONS TO ALL
 LINES

CAMPUS

ALLEY DRIVE

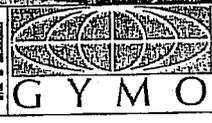
EXISTING 10\"/>

TOWN WATER TOWER

001A

CONCEPT WATER PLAN
PROPOSED SENIOR LIVING CAMPUS
SAMARITAN MEDICAL CENTER
WASHINGTON ST., WATERTOWN, NY

DATE	10/10/01
BY	WJL
CHECKED BY	WJL
SCALE	AS SHOWN
PROJECT NO.	001A
CLIENT	HEGOSAN MEDICAL CENTER
LOCATION	WASHINGTON ST., WATERTOWN, NY



ARCHITECTURE
 ENGINEERING
 LAND SURVEYING
 P.C.
 880 STUYVESANT STREET
 WATERTOWN, NEW YORK, 12091
 TEL: (518) 837-8800
 FAX: (518) 837-8801
 www.gymo.com

APPENDIX B

CITY OF WATERTOWN HYDRANT FLOW TEST DATA

FLOW TEST REPORT



LOCATION Summit Wood I & II - HYD #2 DATE 12/7/06

TEST MADE BY Ryan Churchill TIME 2 P.M.

REPRESENTATIVE OF GYMO, P.C.

WITNESS City of Watertown Water & Fire Dept

STATE PURPOSE OF TEST Determine line strength on Washington St.
- Line is 12" (REF. 5/8/00 TEST PERFORMED BY GYMO) [2000-040E]

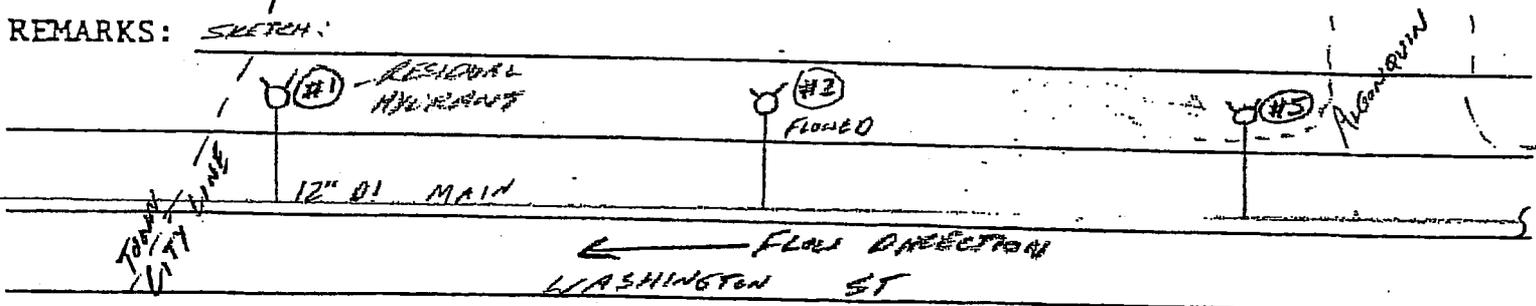
CONSUMPTION RATE DURING TEST _____

IF PUMPS AFFECT TEST, INDICATE PUMPS OPERATING _____

FLOW HYDRANTS:	#2	A ₂	A ₃	
Size Nozzle	<u>2 1/2"</u>			
Pitot Reading				
GPM	<u>910</u>			TOTAL GPM

STATIC #1: 32 psi RESIDUAL #1: 26 psi
 #5: 46 #5: 40

PROJECTED RESULTS: @ 20 psi Residual _____ gpm; or @ _____ psi Residual _____ gpm



LOCATION MAP: Show line sizes and distance to next cross connected line. Show valves and hydrant branch size. Indicate North. Show flowing hydrants - Label A₁, A₂, A₃. Show location of Static and Residual - Label B

Indicate B Hydrant _____ Sprinkler _____ Other (identify) _____

- SEE ATTACHED LOCATION MAP



Gozalkowski, Yaussi, Monciel & Olley
ARCHITECTURE, ENGINEERING & LAND SURVEYING, P.C.

HYDRANT FLOW DATA SUMMARY

City RE WATERFORD

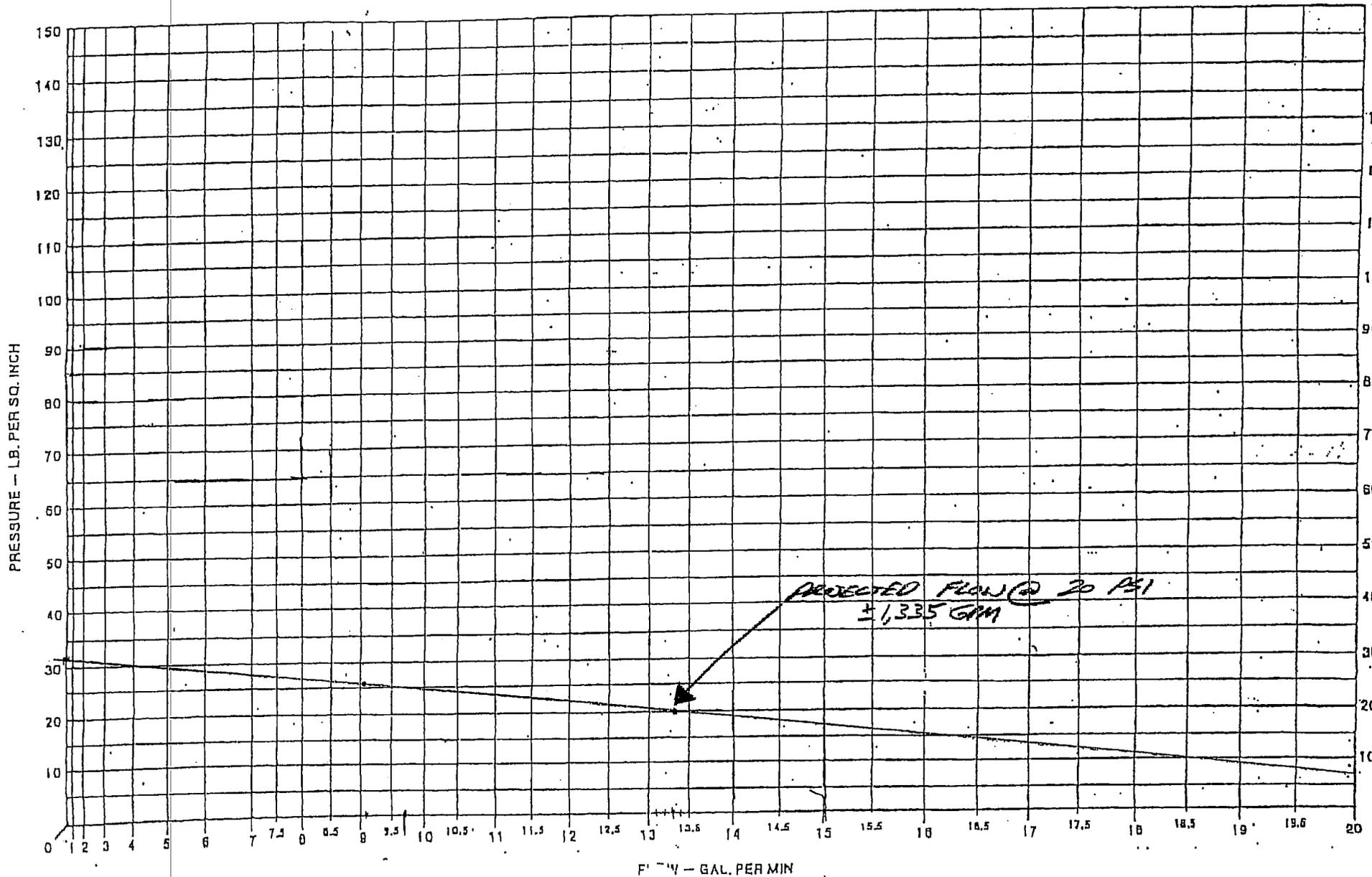
State NY

Zip 12601

PERFORMED
WITNESSED BY

AGC

Date 12/8/06 @ 2 PM



12/08/06
C01 14:37
TTY/DY
NO SUNKI
2002

APPENDIX D

TOWN OF WATERTOWN WATER DISTRICT 3,4,6 METER READINGS

BILL DATE 01/31/11
DUE DATE 02/20/11
BILL #: 0002162

CITY OF WATERTOWN, NEW YORK
WATER AND SEWER BILL
(315) 785-7757

ACCOUNT NO. 54-8888811-2

80585

FOR SERVICE AT:
WASHINGTON ST PIT-DIST 3

Meter Readings in CUBIC FT.									
Mtr ID	Previous		Present		Bill Code	Usage	Water	Sewer	Total
	Bill Date	Reading	Bill Date	Reading					
001	12/27/10	36016	1/26/11	38034	ACT.	2018	\$7,454.49		\$7,454.49

FORGET PAYING YOUR BILL? TIRED OF LATE FEES? SIGN UP FOR AUTOMATIC W/D FROM YOUR BANK ACCOUNT. CALL 785-7757 TO FIND OUT HOW.
CODE: ACT-actual reading EST-estimated reading

PREVIOUS BALANCE	\$725.50
TOTAL CURRENT CHARGES	\$7,454.49
AMT. DUE IF PAID AFTER 02/20/11, includes 10% penalty	\$8,925.44
AMT. DUE IF PAID BY 02/20/11	\$8,179.99

Please keep this portion for your records

Please include this portion with your payment

Water and Sewer Bill

Bill Date: 01/31/11
Bill #: 0002162
Account #: 54-8888811-2
Service Address: WASHINGTON ST PIT-DIST 3
Name: TOWN WATN WATER DIST 3

Make Checks Payable To:

CITY COMPTROLLER
245 WASHINGTON ST
SUITE 203
WATERTOWN NY 13601

Amount Due if paid by 02/20/11: \$8,179.99
Amount Due if paid after 02/20/11: \$8,925.44



See Reverse Side For Easy Opening Instructions

CITY OF WATERTOWN WATER DEPT.
245 WASHINGTON STREET, SUITE 202
WATERTOWN, NEW YORK 13601-3384
ADDRESS SERVICE REQUESTED

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID ONE OUNCE
WATERTOWN, N.Y. 13601
PERMIT NO. 406

TOWN WATN WATER DIST 3
TOWN CLERK
22867 CO RT 67
WATERTOWN NY 99999-9998

BILL DATE 12/30/10
DUE DATE 01/20/11
BILL #: 0002162

CITY OF WATERTOWN, NEW YORK
WATER AND SEWER BILL
(315) 785-7757

ACCOUNT NO. 54-888811-2

FOR SERVICE AT:
WASHINGTON ST PIT-DIST 3

Meter Readings in CUBIC FT.

Mtr ID	Previous		Present		Bill Code	Usage	Water	Sewer	Total
	Bill Date	Reading	Bill Date	Reading					
001	11/23/10	34052	12/27/10	36016	ACT.	1964	\$7,255.02		\$7,255.02

FORGET PAYING YOUR BILL? HAVE LATE FEES?
SIGN UP FOR AUTOMATIC PAYMENTS. CALL
315-785-7757 TO FIND OUT HOW.
HAVE A WONDERFUL NEW YEAR!
CODE: ACT-actual reading EST-estimated reading

PREVIOUS BALANCE	\$0.00
TOTAL CURRENT CHARGES	\$7,255.02
AMT. DUE IF PAID AFTER 01/20/11, includes 10% penalty	\$7,980.52
AMT. DUE IF PAID BY 01/20/11	\$7,255.02

Please include this portion with your payment

Water and Sewer Bill

Bill Date: 12/30/10
Bill #: 0002162
Account #: 54-888811-2
Service Address: WASHINGTON ST PIT-DIST 3

Make Checks Payable To:

Name: TOWN WATN WATER DIST 3

CITY COMPTROLLER
245 WASHINGTON ST
SUITE 203
WATERTOWN NY 13601

Amount Due if paid by 01/20/11: \$7,255.02
Amount Due if paid after 01/20/11: \$7,980.52



See Reverse Side For Easy Opening Instructions

CITY OF WATERTOWN WATER DEPT.
245 WASHINGTON STREET, SUITE 202
WATERTOWN, NEW YORK 13601-3384

ADDRESS SERVICE REQUESTED

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID ONE OUNCE
WATERTOWN, N.Y. 13601
PERMIT NO. 406

TOWN WATN WATER DIST 3
TOWN CLERK
22867 CO RT 67
WATERTOWN NY 99999-9998

Ann Kyan

BILL DATE 11/30/10
DUE DATE 12/20/10
BILL #: 0002162

CITY OF WATERTOWN, NEW YORK
WATER AND SEWER BILL
(315) 785-7757

ACCOUNT NO. 54-888811-2

FOR SERVICE AT:
WASHINGTON ST PIT-DIST 3

Meter Readings in CUBIC FT.									
Mtr ID	Previous		Present		Bill Code	Usage	Water	Sewer	Total
	Bill Date	Reading	Bill Date	Reading					
001	10/25/10	32412	11/23/10	34052	ACT.	1640	\$6,058.16		\$6,058.16

IF YOU ARE INTERESTED IN PAYING BY
ACH DEBIT, CONTACT OUR OFFICE FOR
MORE INFORMATION. 315-785-7757
HAVE A HAPPY & SAFE HOLIDAY.
CODE: ACT-actual reading EST-estimated reading

PREVIOUS BALANCE	\$0.00
TOTAL CURRENT CHARGES	\$6,058.16
AMT. DUE IF PAID AFTER 12/20/10, includes 10% penalty	\$6,663.98
AMT. DUE IF PAID BY 12/20/10	\$6,058.16

Please keep this portion for your records

Please include this portion with your payment

Water and Sewer Bill

Bill Date: 11/30/10
Bill #: 0002162
Account #: 54-888811-2
Service Address: WASHINGTON ST PIT-DIST 3

Make Checks Payable To:

Name: TOWN WATN WATER DIST 3

CITY COMPTROLLER
245 WASHINGTON ST
SUITE 203
WATERTOWN NY 13601

Amount Due if paid by 12/20/10: \$6,058.16
Amount Due if paid after 12/20/10: \$6,663.98



See Reverse Side For Easy Opening Instructions

CITY OF WATERTOWN WATER DEPT.
245 WASHINGTON STREET, SUITE 202
WATERTOWN, NEW YORK 13601-3384

ADDRESS SERVICE REQUESTED

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID ONE OUNCE
WATERTOWN, N.Y. 13601
PERMIT NO. 406

TOWN WATN WATER DIST 3
TOWN CLERK
22867 CO RT 67
WATERTOWN NY 99999-9998

80585

APPENDIX E

TOWN OF WATERTOWN WATER OPTION – HYDRAULIC MODEL

**Project Inventory: 2010-267E TAX
MAP_ACAD2010_WATER_MODEL10.wtg**

Title
 Engineer
 Company
 Date 2/9/2011
 Notes

Scenario Summary

ID	1
Label	Base
Notes	
Active Topology	Base Active Topology
Physical	Base Physical
Demand	Base Demand
Initial Settings	Base Initial Settings
Operational	Base Operational
Age	Base Age
Constituent	Base Constituent
Trace	Base Trace
Fire Flow	Base Fire Flow
Flushing	Base Flushing
Energy Cost	Base Energy Cost
Transient	Base Transient
Pressure Dependent Demand	Base Pressure Dependent Demand
User Data Extensions	Base User Data Extensions
Steady State/EPS Solver Calculation Options	Base Calculation Options
Transient Solver Calculation Options	Base Calculation Options

Network Inventory

Pipes	7	-Constant Speed - No Pump Curve	0
Junctions	7	-Constant Speed - Pump Curve	0
Hydrants	0	-Shut Down After Time Delay	0
Tanks	0	-Variable Speed/Torque	0
-Circular	0	-Pump Start - Variable Speed/Torque	0
-Non-Circular	0	Variable Speed Pump Batteries	0
-Variable Area	0	PRV's	0
Reservoirs	1	PSV's	0
Pumps	0	PBV's	0
-Constant Power	0	FCV's	0
-Design Point (1 Point)	0	TCV's	0
-Standard (3 Point)	0	GPV's	0
-Standard Extended	0	Isolation Valves	0
-Custom Extended	0	Spot Elevations	0
-Multiple Point	0		

**Project Inventory: 2010-267E TAX
MAP_ACAD2010_WATER_MODEL10.wtg**

Transient Network Inventory			
Air Valves	0	Rupture Disks	0
-Double Acting	0	Surge Valves	0
-Slow Closing	0	Surge Tanks	0
-Triple Acting	0	-Simple	0
-Vacuum Breaker	0	-Differential	0
Discharges to Atmosphere	0	-Variable Area	0
Orifice	0	Turbines	0
Rating Curve	0	Valves With Linear Area Change	0
Valve	0	Periodic Head-Flows	0
Check Valves	0	-Sinusoidal (Head)	0
-Towards Wye	0	-Not Sinusoidal (Head)	0
-Away from Wye	0	-Sinusoidal (Flow)	0
Hydropneumatic Tanks	0	-Not Sinusoidal (Flow)	0
Orifices Between Pipes	0		
Pressure Pipes Inventory			
6.0 (in)	15.51 ft	All Diameters	5,195.85 ft
10.0 (in)	5,180.35 ft		

**FlexTable: Junction Table (2010-267E TAX
MAP_ACAD2010_WATER_MODEL10.wtg)**

Current Time: 0.000 hours

Id	Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)
34	J-5	600.00	<None>	<Collection: 0 items>	0
36	J-6	636.00	<None>	<Collection: 0 items>	0
38	J-7	624.00	<None>	<Collection: 0 items>	0
40	J-8	570.00	<None>	<Collection: 0 items>	0
42	J-9	570.00	<None>	<Collection: 1 items>	140
49	J-10	600.00	<None>	<Collection: 1 items>	139
51	J-11	570.00	<None>	<Collection: 1 items>	1,500

Hydraulic Grade (ft)	Pressure (psi)
724.37	53.8
701.57	28.4
686.24	26.9
660.10	39.0
660.09	39.0
724.36	53.8
657.66	37.9

**FlexTable: Pipe Table (2010-267E TAX
MAP_ACAD2010_WATER_MODEL10.wtg)**

Current Time: 0.000 hours

Id	Label	Scaled Length (ft)	Start Node	Stop Node	Diameter (in)	Material
37	P-6	1,481.14	J-5	J-6	10.0	Ductile Iron
39	P-7	995.22	J-6	J-7	10.0	Ductile Iron
41	P-8	1,697.75	J-7	J-8	10.0	Ductile Iron
43	P-9	52.15	J-8	J-9	10.0	Ductile Iron
48	P-11	872.86	R-1	J-5	10.0	Ductile Iron
50	P-12	81.22	J-5	J-10	10.0	Ductile Iron
52	P-13	15.51	J-8	J-11	6.0	Ductile Iron

Minor Loss	Flow (gpm)	Velocity (ft/s)	Headloss Gradient (ft/ft)	Has User Defined Length?	Length (User Defined) (ft)
0.000	1,640	6.70	0.015	False	0.00
0.000	1,640	6.70	0.015	False	0.00
0.000	1,640	6.70	0.015	False	0.00
0.000	140	0.57	0.000	False	0.00
0.000	1,779	7.27	0.018	False	0.00
0.000	139	0.57	0.000	False	0.00
0.000	1,500	17.02	0.157	False	0.00

**FlexTable: Reservoir Table (2010-267E TAX
MAP_ACAD2010_WATER_MODEL10.wtg)**

Current Time: 0.000 hours

Id	Label	Elevation (ft)	Zone	Outflow (gpm)	Hydraulic Grade (ft)
47	R-1	740.00	<None>	1,779	740.00



City of Watertown

Water Distribution 1701 Huntington Street Watertown, NY 13601-9155 Tel. 785-8870 Fax 782-2380

INTER-OFFICE MEMO

To: Gary Pilon, Superintendent of Water

From: Cody Salisbury, Distribution Systems Supervisor

Date: 31 March 2011

Re: Senior Living Campus – Washington Street

Gary,

Historically speaking we know that the Samaritan Medical Plaza has experienced low volume situations at various times. Their sporadic issues are probably caused by a poor C factor on their internal piping (meaning our twelve inch main to their booster pump), when coupled with higher than normal demand on our system. We never really know how often these situations occur as they do not always report to us nor do they have adequate monitoring equipment within the mechanical room that we are aware of.

The data obtained from the testing used for my calculations was performed by O'Brien and Gere on May 1st, 2009 and indicated that domestic usage flows are sufficient when both the TOW and WCF pumps are online, and the pressure drop was noted to be only 2 PSI. The 2009 results were post Summit Woods which helped attain improved residual flows from all previous testing we have witnessed.

When using Ryan's demand calculations along with our existing condition data the model indicates that our system is capable of sustaining their typical domestic usage and will support both the Medical Plaza and the Senior Complex only if they replace the existing service main with new eight inch DIP and install new domestic pump. The pump should not exceed the 140 GPM maximum discharge rate as indicated by the engineering analysis. However, both the model and field testing clearly indicate that fire flows do not exceed 725 GPM at 20 PSI and as a result are not adequate. As mentioned during the meeting in February, their system would need to include both a fire pump(s) and an additional storage tank of sufficient size to sustain fire fighting capability for a predetermined length of time, (believed to be 200,000 gallons). Should SMC elect to utilize the TOW pressure zone they might want to request that the town develop an inclusive notification policy, including both them and us. Never the less, when taking the fire flow failure along with the necessity for a storage tank into account I am of the opinion that it would be much more beneficial to utilize a Town of Watertown connection.

Cc: File

Pilon, Gary

From: Ryan Churchill [Ryan@gymopc.com]
Sent: Wednesday, March 30, 2011 1:56 PM
To: Pilon, Gary
Cc: 'Pat Scordo'
Subject: Samaritan Senior Village - Water Source

Gary,

As a follow up to our call earlier, this is what I understand as what we came to on a conclusion for the water situation at Samaritan Senior Village:

The feasibility of connecting into the City's system for a water source for the project was researched. This research resulted in the conclusion that this option was feasible. However, this option would require the installation of a water storage tank of significant volume, a pumping system, and possibly other treatment systems to accommodate this. The Town of Watertown direct water connection option would include a smaller upfront cost, and be able to provide sufficient flows and pressures for the proposed development, without significant upgrades.

Overall, the intent is to utilize the Town option if a favorable rate could be agreed upon. I believe that you are on the right track in that we could charge this inside City user the City rate, and then work with the Town to figure out if any delivery/handling fees need to be assessed. It should be kept in mind that as we work towards this agreement that the Town of Watertown will get the added benefit of turning their system over more often. This may help them with their purported disinfection byproducts issue.

I hope this will help you in getting back to Mary. Thanks.

Ryan G. Churchill
Project Engineer
GYMO Architecture, Engineering and Land Surveying, P.C.
O: (315) 788-3900
F: (315) 788-0668

April 28, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Watertown Sports Ventures Inc., Contract Renewal Request

Paul Simmons, CEO of Watertown Sports Ventures, Inc. has contacted me requesting an opportunity to discuss a one-year renewal of the existing agreement between the City of Watertown and Watertown Sports Ventures, Inc. which owns and operates a summer collegiate baseball team as a member and franchise of the New York Collegiate Baseball League. During our discussion, Mr. Simmons told me that this year's season for the team will begin on June 9, 2011.

A copy of the existing agreement is attached for your review and our discussion prior to my discussing any terms for an Agreement with Mr. Simmons.

LEASE AGREEMENT

**THE CITY OF WATERTOWN, NEW YORK AND
WATERTOWN SPORTS VENTURES, INC.**

This Lease is being made and is intended to be effective as of December 1, 2007, between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 ("City") and Watertown Sports Ventures, Inc, with its principal offices located at 595 Coffeen Street, Watertown, New York, ("Baseball").

INTRODUCTION

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Alex T. Duffy Fairgrounds (the "Fairgrounds") within the City of Watertown, and the Fairgrounds are a community recreational facility; and

WHEREAS, the City desires to promote future recreational activities at the Fairgrounds for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City; and

WHEREAS, in pursuit of that public purpose, the City desires to contract for the use, operation, management and maintenance of the Fairgrounds baseball facilities and all baseball-related activities; and

WHEREAS, Baseball owns and operates a summer collegiate baseball team as a member and franchise of the New York Collegiate Baseball League ("New York Collegiate League"); and

WHEREAS, Baseball desires to have its team, the Watertown Wizards (the "Team"), play baseball games within the confines of the Fairgrounds baseball field and is in a unique position to contract to use, operate, manage and maintain the Fairgrounds baseball facilities; and

WHEREAS, the City has undertaken a substantial capital improvement project for the Fairgrounds in furtherance of the public purpose of keeping baseball in the City for the recreation, entertainment and welfare of the people of the City, including the economic benefit such a team can bring.

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the City and Baseball agree as follows:

AGREEMENT

Section I – Term of Lease

The term of this Lease Agreement shall be for the period of three years, from December 1, 2007 through November 30, 2010.

Section II – Premises Leased

The City agrees to lease to Baseball the premises generally known as the Alex T. Duffy Fairgrounds baseball field and all incidents thereto, including the grandstands, consisting of essentially that area bounded by the baseball field fence separating the baseball field from the remainder of the Fairgrounds, together with the immediately adjacent parking area (the "Premises").

Section III – Non-Assignability and Non-Exclusivity

a. The City and Baseball agree that it is the purpose of this Agreement to contract for the use, operation, management and maintenance of the Premises, and that this is an agreement for the privilege of Baseball to use the Premises only for the purpose of collegiate baseball. This Lease Agreement may not be assigned by Baseball to any person or entity, and Baseball agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

b. The City agrees not to enter into a lease for the Premises with any other minor league, professional or collegiate league during the term of this lease, without the written consent of Baseball.

c. It is further understood that this Lease Agreement is non-exclusive, meaning that, at those times when the Premises are not being used for Baseball's purposes, the City retains the right to make the Premises available for other uses to the extent that the use will not interfere with those purposes. By express understanding it will not be interference for the City to allow the playing field to be used by college, high school, little league or other local baseball teams. At such times, it shall be the City's responsibility to maintain the Premises in good repair.

Section IV – Compensation (Rent)

a. As compensation for the use of the Premises, and during the term of this Lease, Baseball shall pay to the City fees as follow:

Day Game	\$100.00 per game
Night Game	\$125.00 per game
Day Practice	\$ 50.00 per practice (up to 3 hours)

Day game means any game that ends before 6:00 p.m.

Night game means any game that begins at or extends beyond 6:00 p.m.

Doubleheaders shall be considered as one game.

Day Practice means any practice that end before 6:00 p.m.

b. Payment shall be due 30 days after submission of a bill by the City for actual games played, practice sessions, special uses or field preparations.

Section V – Concessions and Advertising

a. The City and Baseball agree that from May 1 to October 30 during the term of this Lease Agreement, concession rights for the sale of food and drink, as well as baseball souvenir items sold on the Premises shall be exclusive to Baseball. The City shall not permit nor allow mobile units or other vendors or concessions upon the premises during events or activities being conducted by Baseball.

b. All expenses incurred in providing concessions shall be at the sole expense of Baseball.

c. The City authorizes Baseball to install soda vending machines on the Premises. The City, in its sole discretion, can ask to have the vending machines removed if vandalism occurs.

d. Baseball shall be responsible for causing the concessions to be open and operated for all Watertown Wizard events. Additionally, Baseball shall be responsible for causing the concessions to be open and operated during the hours of Fair Week. In the event that non-Wizard events are held at the Fairgrounds during Baseball's regular season, Baseball shall be responsible for causing the concession to be opened and operated for those events.

e. Baseball shall pay the City ten percent (10%) of the gross concession sales, including vending machines. This provision shall apply to any concession sales made under this lease, whether by Baseball or a subcontractor to Baseball. The 10% shall be paid on an annual basis, no later than October 30th of the year. It is the purpose of this Section V to provide an incentive to Baseball to operate concessions during the months indicated during all Fairgrounds activities, for the benefit of both Baseball and the City.

f. Baseball will be allowed to sell Advertising to be placed upon the outfield fence on the Leased Premises and on the scoreboard. Baseball is not authorized to sell advertising and install signs in any other areas of the leased premises without the written consent of the City. It will be the responsibility of Baseball to install and remove the

Advertising. No later than October 30th of each year, the City of Watertown shall be paid the following for the rights to sell advertising as detailed above:

Scoreboard Signs

\$10.00 for each 3x3

\$15.00 for each 3x6

Outfield Signs

\$25.00 for each of the first 10

\$50.00 each for each additional sign

Section VI – Adequacy of Leased Premises

a. Baseball represents that the premises satisfy the requirements of the Northeastern Collegiate Baseball League and that the City shall not be obligated to make any changes to the Premises during the term of this Lease to satisfy any requirements of Baseball or the Northeastern Collegiate Baseball League.

b. Baseball shall certify in writing to the City that it has accepted, in good order and repair, the Premises. This certification by Baseball shall include a statement that Baseball has examined and knows the condition of the Premises and has received the same in good repair and working order. Any exceptions by Baseball to the condition of the Premises at the time of their receipt shall be provided to the City in writing.

Section VII – Maintenance

a. The City agrees that it will keep the Premises, including any structural or capital repairs and improvements, in good repair during the term of this Lease, and at its own expense. The City further agrees that it shall bear the cost of electric facilities and electric service to the Premises.

b. Baseball agrees to provide custodial maintenance of the Premises during the term of the Lease. Baseball is responsible for cleaning the Leased Premises after every game or practice. Baseball shall keep the Premises secure and keep unauthorized persons off of the roof in the grandstand area. Baseball agrees to be further responsible for maintenance of the Premises for all non-baseball activities that Baseball permits to take place on the Premises while the facilities are in the possession of Baseball. If Baseball has the concessions open for a non-Baseball event, they will still be responsible for custodial maintenance and cleanup of the Premises.

c. The City agrees that it will maintain the baseball field. Baseball acknowledges, however, that the City's employees are not responsible for the laying and removal of tarps prior to, during, or after any particular baseball game.

d. If all or any part of the Premises are damaged or destroyed by Baseball, or by any of its agents or employees, or by any of Baseball's patrons, or during any event for which Baseball is responsible, (for example, damage or destruction to the outfield fence), Baseball agrees that it will immediately cause repairs or, if the City repairs the damage, that it will reimburse the City for such damage or destruction.

Section VIII – Parking Fees

Baseball acknowledges that the City reserves the right to assess a one dollar (\$1.00) parking charge, per car, at each home game for the Team. This amount may increase at the City's sole discretion. The parties agree that the City shall be responsible for collecting the fee, and that all proceeds from parking shall inure to the City.

Section IX – Office Space

As part of the Fairgrounds Capital Improvement Project, the City constructed office space. A portion of that office space will be dedicated to Baseball's use, if requested. The City agrees, at Baseball's election, to lease a portion of the office space to Baseball for One Hundred Fifty Dollars (\$150.00) per month, including utilities, payable on or before the 15th of each month, in advance. Baseball may elect to occupy the office space during the baseball season. In the event Baseball no longer desires to occupy the office space, Baseball may vacate the office upon thirty (30) days' written notice to the City.

Section X – Insurance

a. Baseball agrees to name the City as an additional named insured for its liability coverages, and to provide proof of general liability insurance in the amount of \$500,000 per person and \$1,000,000 per occurrence, and property damage coverage in the amount of \$100,000. Baseball shall provide the City with copies of its declarations pages for the policy or policies during the duration of the Lease Agreement. Baseball's policies of insurance may not limit the City's coverage as an additional insured to vicarious liability issues only.

b. The City will insure the Premises to cover only the City's interest in the event of damage due to fire or other hazard. Baseball agrees that, if the Premises are materially damaged by fire or other casualty, the City is not obligated to restore the Premises, and Baseball will have no claim under this lease against the City for not restoring the Premises.

c. Baseball shall procure and maintain workers' compensation insurance and disability insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of Baseball under the laws of the State of New York. Proof of said insurance shall be provided to the City of Watertown upon signing of this Agreement.

Section XI – Hold Harmless

Baseball shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity by reason of Baseball's operation, use, or occupation of the Premises, or by or resulting from any act or omission of Baseball or any of its officers, agents, employees, guests, patrons or invitees. The liability insurance in the type and amounts identified at Section XI, naming the City as an additional named insured, shall be sufficient for purposes of meeting Baseball's obligations under this paragraph.

Section XII – Venue and Applicable Law

a. The City and Baseball agree that the venue of any legal action arising from a claimed breach of this Lease is in the Supreme Court, State of New York, in and for the County of Jefferson.

b. This Agreement shall be construed in accordance with the laws of the State of New York.

Section XIII – Right of Access

The City reserves the right to enter the Premises by its duly authorized representatives at any reasonable time which does not interfere or conflict with the conduct of the business of Baseball, for the purposes of inspecting the Premises, performing any work necessary to required on the part of the City, exhibiting the Premises, or in the performance of its police powers.

Section XIV – Sale of Alcoholic Beverages

a. Baseball acknowledges that, as the party responsible for the concessions, it is obligated not to sell alcoholic beverages in violation of the New York Alcohol Beverage and Control Law, the New York Penal Law, and/or the New York General Obligations Law.

b. Baseball acknowledges that the City of Watertown is not involved in the sale of alcoholic beverages in the concessions, and agrees to defend and indemnify the City, including reimbursement of the City's reasonable attorney's fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to the sale of alcoholic beverages.

Section XV – Return of Premises

Baseball agrees to return the Premises to the City, upon the expiration of this Lease, in as good condition as when Baseball received possession of the Premises, reasonable wear and tear excepted, and excepting damage to the Premises caused by others when the Premises were not under the control of Baseball. The City and Baseball will conduct an initial walk through of the Premises at the beginning of the lease term. Upon expiration of the lease, The City and Baseball will conduct a final walk through of the Premises

Section XVII – Desire to Renew Notice

Baseball shall provide the City with a ninety (90) day written notice of its desire to discuss renewal of the above Agreement.

Section XVIII – Notice

All notices required to be given under this Lease shall be in writing and shall be deemed to have been duly given on the date mailed if sent by certified mail, return receipt requested, to:

To City: City Manager
 City of Watertown
 245 Washington Street
 Watertown, New York 13601

To Baseball: Paul Simmons, CEO
 Watertown Sports Ventures, Inc.
 595 Coffeen Street
 Watertown, New York 13601

A party may change the address to which notices are to be sent by written notice actually received by the other party.

IN WITNESS WHEREOF, the City and Baseball will have caused this Lease to be executed by authorized agents to be effective as of December 1, 2007.

THE CITY OF WATERTOWN, NEW YORK

By: Mary M. Corriveau
Mary M. Corriveau, City Manager

WATERTOWN SPORTS VENTURES

By: Paul Simmons
Paul Simmons, CEO

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

On November 7, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Mary M. Corriveau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Sonja C. Thompson
NOTARY PUBLIC

SONJA C. THOMPSON
Notary Public in the State of New York
Qualified in Jefferson County, No. 4524429
My Commission Expires 11/14/09

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

On 11-14, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Paul Simmons, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Donna M. Dutton
NOTARY PUBLIC

DONNA M. DUTTON
Notary Public in State of New York
Qualified in Jefferson County
No. 01DU5036331
Commission Expires 11/21/ 2010

COUNTY OF JEFFERSON
BOARD OF ELECTIONS
175 ARSENAL STREET
WATERTOWN, NEW YORK 13601
PHONE: (315) 785-3027
FAX: (315) 785-5197

DEMOCRATIC COMMISSIONER
SEAN M. HENNESSEY
SEANH@CO.JEFFERSON.NY.US

DEPUTY COMMISSIONER
BABETTE M. HALL
BABETTEH@CO.JEFFERSON.NY.US



REPUBLICAN COMMISSIONER
JERRY D. EATON
JERRYE@CO.JEFFERSON.NY.US

DEPUTY COMMISSIONER
TRINA L. KAMPNICH
KATRINAK@CO.JEFFERSON.NY.US

April 26, 2011

Mrs. Donna Dutton, City Clerk
City of Watertown
245 Washington Street
Watertown, NY 13601

Dear Mrs. Dutton,

We write to inform the City of Watertown that we have decided to make changes to the polling locations within the City of Watertown and would like to advise you of our decisions.

The NYS Office Building will be closed as a poll site and the voters from Legislative District's 12 and 13 will be moved to better poll sites. Most of the 13th Legislative District will now vote at the First Church of the Nazarene on Thompson Boulevard which is an existing poll site. Legislative District 13/2 will move to Midtown Towers on State Street.

The three election districts (1, 4, & 5) in the 12th Legislative District that voted at the NYS Office Building will now be voting at the Stone Presbyterian Church on Chestnut Street. This location offers good space and open parking which was not abundant at the NYS Office Building.

We are also closing the LeRay Street Apartments and Meadowbrook Apartments poll sites. Legislative District 15/2 which voted at LeRay Street Apartments will move to the Northside Improvement League while Legislative District 14/3 will now vote at Midtown Towers.

Our office has continually worked to improve poll sites in the City. Our goal is to provide our City voters with more spacious, ADA compliant locations that offer good parking.

The following is a complete list of the City of Watertown poll sites for the 2011 Election cycle:

Legislative District 12

Election Districts 1, 4 & 5: Stone Presbyterian Church, 140 Chestnut Street, Watertown
Election Districts 2 & 3: Emma Flower Taylor Fire Station, 224 Massey Street S, Watertown

Legislative District 13

Election Districts 1, 3, 4, & 5: First Church of the Nazarene, 535 Thompson Boulevard, Watertown
Election District 2: Midtown Towers, 142 Mechanic Street, Watertown

Legislative District 14

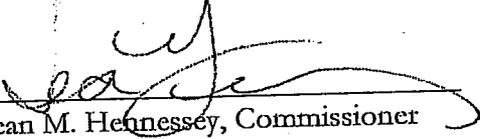
Election Districts 1 & 2: Northside Improvement League 633 Mill Street, Watertown
Election District 3: Midtown Towers, 142 Mechanic Street, Watertown

Legislative District 15

Election Districts 1 & 2: Northside Improvement League 633 Mill Street, Watertown
Election Districts 3 & 4: St. Anthony's Catholic Church Gym, 850 Arsenal Street, Watertown
Election District 5: Midtown Towers, 142 Mechanic Street, Watertown

We look forward to working with you to conduct free and fair elections in 2011.

Sincerely,


Sean M. Hennessey, Commissioner



Jerry O. Eaton, Commissioner

R.P. FLOWER MEMORIAL LIBRARY
BOARD OF TRUSTEES MEETING
Tuesday, February 8, 2011

PRESENT: Mr. Caughlin Mrs. Holberg Mrs. Wheeler, Director
Ms. Dittrich Mr. Hopkins
Mr. Doheny Ms. Mesires
Mr. Gebo Mrs. Quigg
Ms. Gray Mrs. Weldon

ABSENT : Mr. Abare

GUESTS: Jamie Munks, Reporter, Watertown Daily Times

ORDER: The meeting was called to order by President Quigg at 4:00 p.m.

APPROVAL OF MINUTES: Mr. Hopkins moved, and Mr. Gebo seconded, that the minutes of the January 14, 2011 meeting be approved as written. Motion carried.

APPROVAL OF BILLS AND SALARIES: Mr. Hopkins moved, and Mr. Caughlin seconded, that the bills in the amount of \$30,742.62 and salaries in the amount of \$47,301.65 totaling \$78,044.27 be approved. Motion carried.

PRESIDENT'S REPORT: A thank you card was received from the library staff thanking the Board for the gifts given at Christmas. President Quigg thanked the Board members who attended the work session. It was very informative.

DIRECTOR'S REPORT: Mrs. Wheeler reported on some programs that Yvonne Reff had with the theme "Love your Library, Love your Life". There was a Zumba class, a self defense class for women; as well two dance classes for kids and a movie marathon...the programs were well received. A three-day "themed" book sale brought people into the library and the programs. A flyer was distributed for activities for children and teens during mid-winter break. The Children's Department has a new logo that will be used on the website as well as materials distributed. On Tuesday, February 15, "Read" posters will be done. Anyone wishing to have his/her read poster done, come in any time with your favorite book. This is for all ages. Cecilia Thompson of the Jefferson County Garden Club contacted Mrs. Wheeler about a fundraiser the club would like to do. This will be forwarded to the Friends for further action. A grant is being written for funds by the Northern New York Library Network for digitizing correspondence and letters from 1812. State funds are being cut by 26%; which makes appropriations the same as in the year 1993. Mrs. Wheeler and Mr. Bolton from NCLS will be meeting with Senator Ritchie on Friday to discuss funding issues. John Johnston, who is working on his Eagle Scout project, is interested in doing his on the teen project. His proposal will be ready in March and should be completed before he and his family relocate in May. Questions on the report were entertained.

TREASURER'S REPORT: Refer to the written report. Ms. Dittrich entertained a motion to approve the report as written.

RESOLUTION: Mrs. Holberg moved, and Mr. Gebo seconded, that the Treasurer's report be approved as written. Motion carried.

A copy of the report has been placed on file for audit.

COMMITTEE REPORTS:

BUILDING & GROUNDS: No report.

FINANCE & INVESTMENT: A plan is needed for upcoming investments that will be maturing: 1 in April and 2 in June.

FRIENDS: There was a meeting on Monday. Part of Mrs. Wheeler's wish list has been approved. A Wii console, accessories and two games have been approved for purchase for library programs. Brochure racks have also been approved for purchase. There was discussion about more games for programs. Mrs. Wheeler will get some input from Amanda. Mrs. Wheeler met with the Friends Book Sale committee and discussed the future of the annual book sale. Several ideas were presented as options for the future. The Friends annual meeting will be held at the library in the Community Room on March 24 at 6:00 p.m. The Board minutes will be placed on the library website for anyone who wishes to access them for review.

NOMINATING: No report.

PLANNING: There will be a PowerPoint presentation after today's meeting for the presentation to be given to the City Council on Monday, February 14.

POLICY: No report.

OLD BUSINESS: The Mayor's Ball application was deferred because of some concerns regarding the role of the Board as fundraisers that were expressed by the City Manager and the City Attorney. There was more discussion on the issue of Board fundraising. Mr. Caughlin gave an overview on the issue and supports the Friends in their fundraising efforts. Options require thought and research on the issue further. The Board will investigate how Foundations and other Boards operate and get information in order to help our Board. An Ad-Hoc Committee comprising of Mr. Caughlin, Mr. Gebo, Ms. Mesires and Mr. Doheny has been formed. A review of Mr. Slye's letter and discussion of the issue with a representative from the New York Library Association will be done.

ANNUAL REPORT: The report is loaded with information. This report is for Fiscal Year July 1, 2009 – June 30, 2010. This report will be submitted to the City after the official submission has been made to the State sometime in March. Mrs. Wheeler entertained any questions on the report the Board may have. A revisit on the policy for new borrowers which is 2 items for 6 months. On the matter of overdue materials, the library needs to be more aggressive in its attempts to retrieve said delinquent materials. Mr. Gebo will investigate this matter further.

RESOLUTION: Mr. Hopkins moved, and Ms. Gray seconded, that the 2010 NYS Annual report be approved as presented. Motion carried.

NCLS BOARD VACANCY: One position is filled every 5 years by a Central or Co-Central Library. The last 5 years, a representative of the Ogdensburg Public Library has served on the NCLS Board. It is now Flower Library's turn on the NCLS Board. The Board does not meet during the winter during the months of December, January and February, and meetings are every third Thursday from 10:00-10:30am with lunch served as well. Members are asked to consider the position and have a volunteer by the August meeting. A new member will be seated on the NCLS Board in October.

CREDIT CARD: A policy is in place for obtaining a credit card for the library. Watertown Savings Bank only issues debit cards. The Treasurer has to apply for it. Because debit cards are not as secure as credit cards, it was decided to look into a commercial bank (i.e. Key Bank because the Schobel Account is there). Mrs. Wheeler will look into this further.

SCHOBEL ACCOUNT - GENEALOGY DEPT. MICROPRINTER MAINTENANCE AGREEMENT: The annual maintenance agreement for the Genealogy Departments' microfilm reader/printer is due. The amount is \$585.00 payable to Photo & Micrographics. In addition, funds are requested in the amount of \$765.00 to supplement the initial request for funds for furniture in the Genealogy Department.

RESOLUTION: Mr. Hopkins moved, and Mr. Caughlin seconded, that the funds in the amount of \$585.00 and \$765.00 be released from the Schobel Account for payment of the annual microfilm reader/printer and additional funds for the furniture in the Genealogy Dept in the amount of \$765.00 be released for expenses. Motion carried.

OTHER BUSINESS: Circulation statistics in January were 5,000; DVD's were 1,000; in the ATTAIN Lab last January the visitors were 369 and in January of this year, there were almost 1,000. There are more people in need than ever. Kudos to the ATTAIN Lab staff. Class evaluations have been done after each session and there have been rave reviews.

ADJOURNED: Ms. Gray moved and it was unanimously seconded, that the meeting be adjourned at 4:40 p.m. Motion carried.

The next regularly scheduled business meeting will be held on Tuesday, March 8th at 4:00 p.m. in the Trustees Room.

Tina M. Uebler
Recording Secretary

Reviewed by : bjw

R.P. FLOWER MEMORIAL LIBRARY

BOARD OF TRUSTEES

Meeting Minutes

March 8, 2011

Opening: The regular meeting of the **ROSWELL P. FLOWER MEMORIAL LIBRARY** was called to order at 4:03 p.m. on Tuesday, March 8, 2011 in the Trustees Room by President Quigg.

Present: Mr. Abare, Mr. Caughlin, Mr. Doheny, Mr. Gebo, Ms. Gray, Ms. Mesires, Mrs. Holberg, Mr. Hopkins, Mrs. Quigg, Mrs. Weldon, Mrs. Wheeler, Director

Excused: Ms. Dittrich **Absent:** Councilwoman Burns, Liaison, City Council

Guests: Jamie Lee, ATTAIN Lab Manager

A. Approval of Minutes

Mr. Hopkins moved, and Mr. Gebo seconded, that the minutes of the February 8, 2011 meeting be approved as distributed. Motion carried.

B. Approval of Bills and Salaries

Tabled until next meeting, reports from NCLS were unavailable to complete bills and salaries report.

C. Presidents Report

Most of President Quiggs' report will be covered under Committee Reports. President Quigg thanked all Trustees who attended the February 14 presentation for the Council. It was received by Council as expected. There was good media coverage as well.

D. Treasurer's Report

With the absence of the Treasurer, Assistant Treasurer Gebo gave a review of the report. Questions were entertained.

Resolution: Mr. Gebo moved, and Mr. Caughlin seconded, that the Treasurer's Report be approved as presented. Motion carried.

A copy of the report has been placed on file for audit.

E. Director's Report

Mrs. Wheeler received a thank you card and flowers from the wedding that was held here at the library on March 5. The note was read to the Board. Columns and electrical connections have been completed for the area that is to be the new Teen Space. The wall and door partitions should be completed by the end of March. John Johnston, the scout who is working on the Teen Space as part of his Eagle Scout project will be giving his presentation to his Scout board for approval. It is anticipated for completion by mid-April. An open house will be planned and invite all who are involved in the project after completion. The Goodbye to Snowflakes festival will be Saturday, March 26 from 10am-2pm. Board members are asked to volunteer if they wish or just drop in to see the activity. Target will be sending 10 volunteers to assist at the festival. The Friends group has provided the funding for the musical group "The Meatballs" to provide some interactive fun for participants.

F. Committee Reports

Building and Grounds – No report

Finance and Investment - A meeting will be scheduled to discuss CD information and to report to the whole Board in June for action in July.

Fundraising – Ad-hoc committee met with City Attorney regarding Trustee fundraising. There will be more review and an official report will be given at the April meeting, after which the committee will be dissolved.

Friends – Annual meeting will be held on March 24. The election of officers will be held. The minutes will be posted on the library website. Any Board member who is not a "Friend", please fill out an application at the desk or on the library website. There was discussion of forming a liaison committee to bridge the gap between the Board and the Friends. Some issues concerning Friends members and the book sale were discussed at length.

Nominating – There is a committee. No report.

Planning – Discussed the presentation. Members of the Council will be contacted individually and ask that they attend a meeting, more specifically to ask if there are more questions. The Board will continue to move forward.

There was discussion of the process of transferring of funds from one line item to another in the City budget.

A separate ad-hoc Committee with Mr. Gebo, Mr. Doheny, and Ms. Gray will meet to discuss control of budget/funds.

A meeting at NCLS for all Trustees will be at 7:00 p.m.

Policy – Discussed the yearly review, update (if necessary), and approval of library policies.

Resolution – Mr. Caughlin moved, and Mr. Gebo seconded all policies listed be adopted.

Bulletin Board – no questions.

Computer use – updated for reservation systems to include both Adult and children's computers.

Discussed statistics for library cards will be tallied now. Of the ATTAIN Lab participants, 75% have a library card. There is no requirement for them to have library cards, but the ATTAIN Lab managers will promote obtaining a card from now on. Review card holders statistics will be looked at over time, then proceed from there.

Library operating – None – typographical errors were corrected.

Emergency closing – Director shall inform President

Confidentiality – Number on the law changed and wording: required by law.

Lending rules – 2nd page corrected under new patrons – limit 2 items for 3 months instead of 6 months. Request-holds – wording has been shortened.

Motion carried.

G. Old Business

Book sale discussion - There are ongoing discussions. Mrs. Wheeler met with the Book Sale group to give an alternate views of the sale. There was much discussion on this matter. Mrs. Quigg was asked to invite Mrs. Johnson to the April meeting to discuss the matter further. Discussed the sprucing up the sorting room with fresh paint and carpeting

Mr. Gebo was excused at 5:27 p.m.

H. New Business

Due to length of time already taken, the Board decided to table the ATTAIN Lab presentation until the April meeting. Mrs. Lee was excused at 5:27 p.m.

Discussion on the City budget request - At present the request is status quo. The utilities request is slightly higher and the request for postage is lower due to e-mailing of overdue notices. The request for amended budget request would include additional staff of 1 librarian and 2 clerks (one that is currently being paid by state funds); an increase of \$25,000 to the book budget and programming from \$1,000 to \$2,500 which is an overall increase of 13.75%.

Resolution – Ms. Gray moved, and Ms. Mesires seconded that the amended budget request be approved. Motion carried.

Mrs. Holberg was excused at 5:40 p.m.

Board Room Shades – the current shades were installed in 1992 and are broken. The shades for the Teen Space were already approved; the addition of the Board room was requested. HangUp-PutDown Shop quoted \$800.00 and Abbey Carpet quoted \$782.50 installed.

Resolution – Mr. Caughlin moved and Mr. Hopkins seconded that Abbey Carpet be hired to install the shades. Motion carried.

Adjournment: Mr. Hopkins moved, and it was unanimously seconded, that the meeting be adjourned at 5:42 p.m. Motion carried.

The next general meeting will be at 4:00pm on Tuesday, April 12, 2011 in the Trustees Room.

Minutes submitted by: Tina M. Uebler, Recording Secretary

Approved by: [bjw]

April 28, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Historical Review of City Concession Revenues,
Alex T. Duffy Fairgrounds and Municipal Arena

At the request of the City Council, Staff has pulled together historical information regarding concession revenues received from operations at the Alex T. Duffy Fairgrounds and the Municipal Arena, plus a detailed report of the City's concession operations at the Arena for the past six (6) months. For most of the past thirty or so years, the concession at the Municipal Arena was bid out and operated by private organizations. As detailed in Superintendent of Parks and Recreation Jayme St. Croix's Municipal Arena Concession Stand report, the revenues earned ranged from a low of \$2,500 per year to a high of \$10,526.50.

Since 2001 the City has had an Agreement with Watertown Sports Ventures for the use of the Fairgrounds baseball facilities. As part of those contracts, there is a requirement that the City receive 10% of gross concession sales. The amounts reported below are based on information provided to the City by Watertown Sports Ventures.

In 2001, George Ashcraft took over the Watertown Red and Black and approached the City about a contract for the use of the Alex T. Duffy Fairgrounds. At that point he wanted to discuss all options with the City, including the use of the grandstand locker room, concessions, rates, use of ticket booths, press box, scoreboard, etc... In 2003, the City entered into an Agreement with the Red & Black; until that time concession sales were covered under the Agreement with Watertown Sports Ventures. The 2003 Agreement with the Red & Black provided for the City receiving 10% of the gross concession sales, similar to the requirement for Watertown Sports Ventures.

In February 2010, the City added language to our Arena rental agreement that calls for the City to receive 10% of the gross concession sales for any event held in the Arena. However, as always, there are exceptions to this rule. We do not charge Bravo Italiano Fest 10% of concession, nor do we charge Relay for Life or the Jefferson County Fair a percentage of their concession sales when they use City facilities. Attached is a copy of the Municipal Arena Usage Agreement and the Facility and Athletic Field Agreement used by Parks and Recreation.

The following is a summary of the concession sales revenue received from various organizations over the past five (5) years. These amounts represent 10% of the gross sales reported to the City or in the instance of the Watertown Hockey Association during the first three years, the flat rate amount paid for the concession franchise.

	<u>FY 06/07</u>	<u>FY 07/08</u>	<u>FY 08/09</u>	<u>FY 09/10</u>	<u>FY 10/11</u>
Watertown Minor Hockey (1)	\$ 8,000	\$ 8,000	\$ 8,000	\$ 2,929	\$ -
Watertown Sports Ventures	\$ 1,142	\$ 1,089	\$ 1,068	\$ 1,134	\$ 4,573
Greater Watertown Red & Black	\$ 350	\$ 250	\$ 200	\$ 180	\$ 150
Jefferson County Agricultural Society (2)	\$ -	\$ -	\$ -	\$ -	\$ 1,965
AMP Entertainment	\$ -	\$ -	\$ -	\$ 1,128	\$ -
Town of Watertown Fire Department	\$ -	\$ -	\$ -	\$ -	\$ 847

(1) Includes \$1,000 for electrical service and trash removal

(2) Watertown Sports Ventures sub-lease

I have attached for City Council's review a report from Joshua Carlsson, Sr. Engineering Technician for the Department of Public Works detailing the work that was completed at the Arena concession stand this past year to support the City's taking over the operations. As you can see from this report and the photographs, the facility has been greatly improved, from layout to function.

CITY OF WATERTOWN
PARKS AND RECREATION

ARENA CONCESSION

APRIL SUMMARY

APRIL 2011

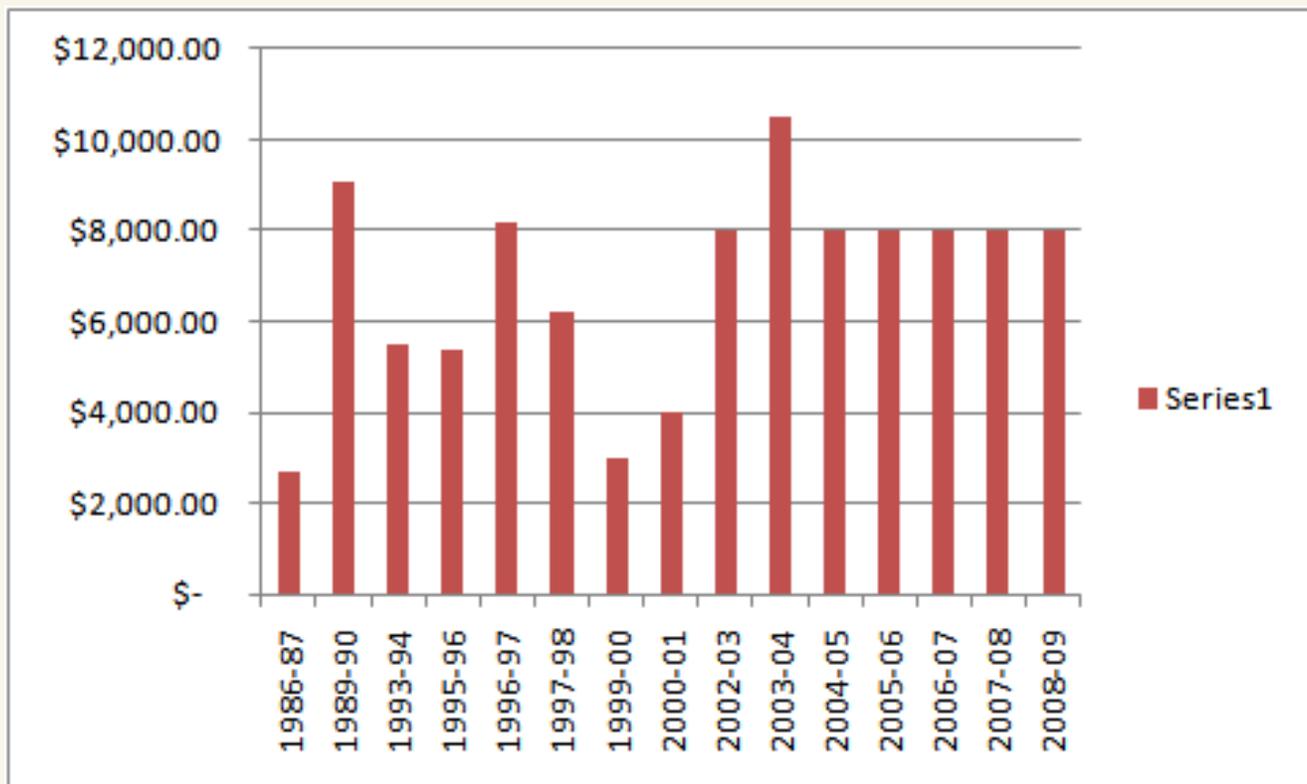


CITY OF WATERTOWN
 PARKS & RECREATION

MUNICIPAL ARENA CONCESSION STAND

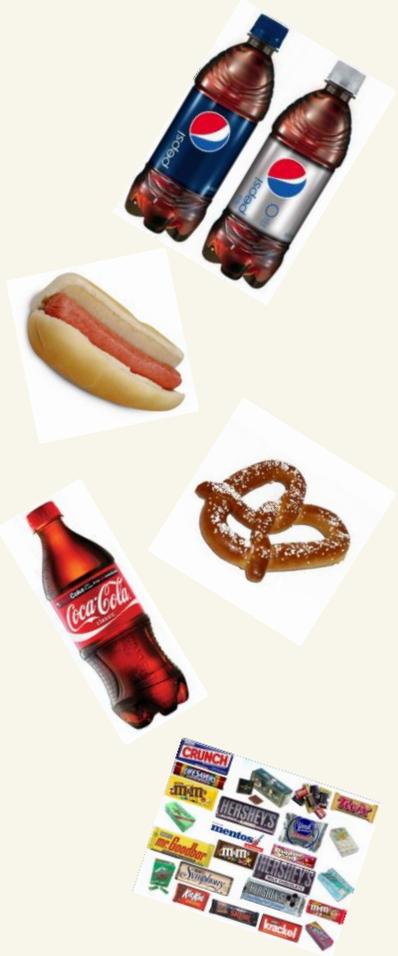
BRIEF HISTORY

The Watertown Municipal Arena opened for business in November of 1975 as a covered ice Arena with warming area. The warming area included the current concession stand which has been used since day one to the present. When the Arena first opened the stand opened during the winter months only and basically sold soda and a few candy bars. A few years later when the Arena was enclosed the use of the stand grew and soon began to open during the summer season for shows and events. The current storage area was the pool concession but attempts to open a stand during the summer months proved unsuccessful. The Arena was put out to bid on an annual basis. As part of the bid vendors were required to contribute towards the electric use of the stand. To date there have been only 6 vendors to operate the stand in the past 36 years. If you don't count the early years when the stand was practically given away the bids have gone from a low of \$2500 to a high of \$10,526.50. Last year (2009-2010 season) the Minor Hockey Association agreed to run the stand for the City for 10% of the total gross thru 3/31/10 and paid the City \$2,929.00.



The City took over the operation of the concession on July 1, 2010. We opened for a few events over the summer where we provided soda, water and candy. Renovations began on the stand in mid September and new equipment was ordered. The stand opened for the first time under the City's operation on November 5, 2010.

CONCESSION MENU	
COLD DRINKS	1.50
<i>Soda, Water, and Sport Drinks</i>	
HOT DRINKS	1.50
<i>Coffee, Hot Chocolate, Cappuccino</i>	
HOT DOGS	2.00
NACHOS W/CHEESE	2.50
PRETZEL	2.00
WITH CHEESE	.50
POPCORN	.50
CHIPS	.75
CANDY	1.00
GUM	.35
PEANUTS	.75
BEEF STICK	1.50
SMALL CANDY ITEMS	.25
BREAKFAST ITEMS	1.00
<i>Danish, Pop Tarts, Bagel</i>	
MOUTH GUARD & LACES	2.00
TAPE	2.50



ITEMS AVAILABLE AT THE STAND

The Administration Office orders all the product assists with deliveries and processes deposits. Getting the change squared away is always a task as you need a good supply of quarters, ones and fives. Some full time staff members and seasonal employees assist with inventory and let us know what is needed but this office completes the ordering process which is done by phone, e-mail and through sales representatives. The Administration Office also deals with any sales persons that have a product they feel we should consider. New products and issues are forwarded to Public Works Administration and the City Manager for comments and approval.

CONCESSION INVENTORY of PRODUCTS

April 2011

Concession products are ordered as early as possible keeping in mind future events, expiration dates, and storage. There is currently one small storage room that holds all are inventory.

The storage room holds 2 coolers to keep drink products cold as there is only room for one small cooler in the stand. There are two freezers that hold hot dog rolls, hot dogs, pizza, pretzels and any other items that need to be kept frozen. There is shelving in the storage room that holds all the paper products, candy, condiments, plastic dishes and utensils and all remaining inventory.

COST OF PRODUCTS

QUICK INVENTORY	Amount	Est. Value
Soda, Sport Drinks, Water	81 cases	\$3,492.00
Shush Flavors	6 gallons	\$375.00
Hot Choc., Capachinno Mix	10 bags	\$750.00
Orange Juice	1 case	\$24.00
Pop Corn	1.5 cases	
Nacho Chips	2.5 boxes	
Cheese Sauce	6 cans	
Pizzas	50	\$100.00
Hot Dogs	2.5 boxes	\$96.00
Bagels	20 pieces	\$20.00
Pretzels	1.5 cases	\$144.00
Danishes	2 boxes	\$20.00
Cereal Bars	10 boxes	\$100.00
Chips	52 bags	\$39.00
Crackers, cookies, animal crackers	5.5 boxes	\$50.00
Candy	17.25 boxes	\$600.00
Pop Tarts	9 boxes	\$72.00
Slim Jims	1.5 boxes	\$70.00
Gum	3 boxes	\$42.00
Peanuts	1 box	\$18.00
Miscellaneous: Cream cheese; pepper; salt; plates; cups; lids; plastic trays; napkins; condiments; creams; sugars; coffee filters; cleaning supplies; laces; mouth guards; tape		
		Over \$6,000

As of April 2011 from City KVS system

- \$5,829.43 Pepsi products.
- \$2,367.28 Coke products (started later)
- \$5,862.85 Renzi Brothers.
- \$4,126.99 Reimann Wholesale.
- \$1,500.40 Day Wholesale.
- \$771.98 Ice and misc. for summer shows.

Total cost of above \$20,458.93.

This is an account of what has been paid out to the above vendors. This does not include janitorial products, last minute items that needed to be purchased or other costs associated to the stand for products.

We have estimated over \$6,000 worth of inventory if all was sold. However, selling everything in storage is not realistic considering product dates and the number events left in this fiscal year.

Watertown Municipal Arena

Concession Stand

HOURS OF OPERATION

Winter Season

The stand operates in the winter months with seasonal staffing and assisted by full time staffing on the following days and times:

- FRIDAYS 4:00 PM to 9:00 PM
- SATURDAYS 7:30 AM to 10:30 PM
- SUNDAYS 7:30 AM to 4:30 PM

In addition the stand will open during the weekday when staffing allows. The stand will also operate on holidays, for special events, when there is no school and upon request when arrangements for staffing can be made.

Summer Season

The stand operates per event hours with exceptions like the Circus, County Fair and Italian Festival.

LABOR COST FOR STAND

- As of **April 22, 2011**
- Seasonal Labors are paid **\$8.25 per hour**
- **4 Laborers** were hired to assist with the stand operation this winter. Two were adults that have previous experience working the stand as did one high school laborer that was hired.
- This report does not break down full time and other seasonal assistance that is rendered to this operation daily. Existing staff already on duty is used in the stand whenever possible.
- **1109 labor hours** at this time have been inputted into our CarteGraph database system specifically for concession operation.
- Labor costs to date equates to **\$10,280.43**.

Concession Employees



Concession Operation



“The stand looks great: Long overdue.”

CONCESSION REVENUES

April 2011

Concession revenue is taken to the City Comptroller after each weekend or event. All funds are counted and a receipt is issued back to our department. The concession is equipped with a safe and the Arena has a security system which alarms the entire building.

Deposits are placed in envelopes after each concession shift.

Revenues are also derived from the vending machines and when emptied sent to the City Comptroller's Department in the same manner.

Drop in Rock'n Skate attendance also meant a decrease in projected concession revenue. Staffing and product order was decreased.

REVENUES

As of April 22, 2011 from City Comptroller Receipts:

- **\$30,902.35** Revenues the City Comptroller's office reported to NYS for sales.
- Does not include any funds currently in vending machines.
- Does not include April 22nd wrestling event.
- Does not include vending from outside sources such as the card machine and arcade games.
- Roller Blade Event was over **\$900** and wrestling (not added above) around **\$1,700**.
- During this same time period **Minor Hockey** reported grossing **\$29,284** giving the City their required 10% for **\$2,928** after operating with high Rock'n Skate attendance figures.

Things to consider that may help:

The Circus has done a buy out in previous years for \$500 or so.

There are new events being scheduled.

We projected for the concession revenue based on Minor Hockey figures to be around \$30,000. This figure was a little conservative and a few events were added to the schedule since.

It is truly amazing how many concession experts one encounters after only six months of operation. We are very fortunate to have hired 4 experienced and flexible employees to work at the stand. We are also very fortunate to have our existing staff both full time and seasonal that accepted the challenge given to us. I know at times it is difficult to prioritize the workload in order to keep the concession stand operating. Given our current staffing levels continued efforts to run the concession can not always fall on existing staff without other responsibilities suffering.

In summary, the concession does not appear that it will produce a huge profit for the City but I think with anything your first year is always a learning experience. We know now that some of our pricing can be tweaked a little higher and some things we won't stock in the future. Schedules will be staffed at minimum levels now that we know to save on labor costs. The City can also look into expanding vendors to seek out products that may save a little here and there. However, this may mean more cost in labor for retrieving products and figuring out ways to pay for the product when the City has no account.

On a positive note, the Concession has had nothing but good comments directed at our office. While most comments were for renovation improvements there were some for consistency in operation, products served and for our employee service. We responded to a few food requests but the stand is limited and it was suggested we keep a simple variety of items only. The only criticism I heard came for having too much of a variety as some evidently think one kind of candy bar is sufficient.

If you have any questions or need further explanations for anything in this report please let me know.

Jayne M. St. Croix,

Superintendent of Parks & Recreation

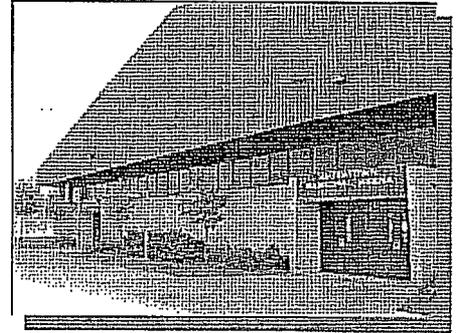


WATERTOWN
MUNICIPAL ARENA

WATERTOWN PARKS AND RECREATION

600 William T. Field Drive, Watertown, NY 13601 • Phone: 315.785.7775 • Fax: 315.785.7776
parksrec@watertown-ny.gov • www.watertown-ny.gov

CITY of WATERTOWN – PARKS & RECREATION MUNICIPAL ARENA USAGE AGREEMENT



This is an agreement between the CITY OF WATERTOWN, New York and _____ for use of the Watertown Municipal Arena on _____ for the purpose of _____.

1. A rental fee of \$500 per day for event is charged. A \$250 per day prior to and post event fee will also be charged if those days are used plus additional expenses agreed upon as listed in your request. The fee must be paid prior to the event. Checks should be made payable to the City Comptroller and sent to the Parks and Recreation Department Office, 600 Wm. T. Field Drive, Watertown, New York 13601. Additional fees may be charged for extended set up time, lengthy events or prolonged delays in removing equipment after the event (* see City Code Fees on page 4 of agreement).
2. A non-refundable deposit of \$250 will be required to secure the building on the time(s) and date(s) requested for your event. This amount will be deducted from your total amount owed. Events supplying the security deposit will be given preference for available dates. Events returning from the previous year in the same time frame will be given the option to secure their date before a new event is scheduled in that time frame.
3. Insurance coverage of at least \$500,000/\$1,000,000 combined single limit naming the City of Watertown as an additionally insured party must be provided at least 10 days before the event. Such certificate can be faxed to 315-785-7776, mailed to the Parks and Recreation Department Office at 600 Wm. T. Field Drive, Watertown, New York 13601 or sent by e-mail to parksrec@watertown-ny.gov.
4. The Arena will be cleaned up and in good condition for the event. Any unusual amount of debris accumulating because of the event will require the sponsoring group to assist in its clean up. All shows that have excessive trash will be required to supply a dumpster at their own expense. The City also reserves the right to charge for additional services above and beyond usual operations.
5. Specific details of the event must be worked out at least two (2) weeks before at a meeting with a representative from Parks and Recreation and the sponsor to set ground rules, identify those responsible, facilities required, and all other things relating to the event.
6. Permission for use of this facility can be denied if the proposed activity is deemed not proper, too dangerous, or not suitable for the facility. All new event requests will be forwarded to the City Manager's office for review.
7. No food or beverage can be sold except by the designated concessionaire unless the parties involved make an agreement with said concessionaire. Any additional concessions set up are at the organizers discretion but placement on the floor must be pre-approved by Parks and Recreation. In the event there is no concessionaire the City will receive ten percent of gross sales.
8. Permission for use or sale of alcoholic beverages will be decided on an individual basis by the City Manager and/or City Council. If approval is given the City will be given 10 percent of gross sales.
9. Groups renting the facility are responsible for the supervision, safety and security of their program. The City reserves the right to set the number of security officers needed. Events requiring security firms shall use New York State certified firms. Events providing security, especially for overnight purposes should supply the City with a detailed statement of services. The City reserves the right to limit access to some areas of the facility.
10. All events should have an emergency plan and provide a copy to the City. Large capacity crowd events are required to make provisions for Emergency Medical Technicians and/or Ambulances for events.

11. Groups renting this facility must understand the limitations of it relating to lights, power, availability of tables and chairs and other equipment. Any changes or additions to the facility must be cleared with the Superintendent of Parks and Recreation prior to the event and performed at their expense. Chairs are available upon request at a fee of \$.50 per chair per day. A limited number of tables are available at \$7.00 per weekend or \$2.50 per day.
12. Parks and Recreation Administration will deem what physical changes are permitted. This includes the decision regarding removal of hockey dasher boards. The only dasher boards that will be removed are clearly marked on the enclosed Arena map and the City reserves the right to keep boards up if necessary. This also includes the right to store bleachers and other equipment during shows and events. Additional charges may apply for labor to relocate items for storage if additional floor space is requested.
13. Exceptions to the standard fee charges in force can be made only by the City Council.
14. The sponsor must conform to all New York State Fire and Building codes and regulations, as well as the City of Watertown Ordinances, rules, and regulations. Copies of floor plans should be submitted to the Parks and Recreation Department and the Fire Department for review prior to the event. Code Enforcement Office number is 315-785-7735. Maximum for the Arena is 3000. The Arena can be modified to suit the promoter's needs.
15. No material or equipment can be used which may damage existing facilities. The use of nails, tacks, tape (especially on Arena floor) or other material will not be allowed if the City feels damage may occur. It will be up to the sponsor to make sure everyone associated to the event is aware of this, as the sponsor will be responsible for any damage to the building, grounds or equipment during their event.
16. At no time can propane gas be used within the building. Also, any other dangerous substance is banned from the Arena.
17. Vehicles are allowed on the floor with the approval of the Parks and Recreation Administration Department. However, protective covering should be used to prevent any leaking substance to fall on the floor. Overweight vehicles will not be permitted on the floor.
18. A public address system, portable stage and bleachers are available upon request at no charge. The City reserves the right to charge for these items if the request poses any undue hardship on Arena Staff. Arrangements should be made before the event.
19. The rental charge does not include provisions for a sound and lighting system required by professional performers.
20. The City of Watertown will not be responsible for lost, damaged, or stolen items.
21. The City of Watertown may set limits relating to the hours of operation.
22. The City reserves the right to collect \$1.00 parking fee. Parking in prohibited areas will not be allowed.
23. At the conclusion of the show, all equipment relating to that show should be removed within 12 hours, unless an extension is granted by Parks and Recreation. Under no circumstances will the City store or take responsibility for equipment left from renters. Any equipment or items left behind from the show is the responsibility of the event coordinator. Items left after a 12 hour period following the event may be discarded and/or removed by the Arena Staff.
24. Show organizers are responsible for keeping display areas clean during the show, and the Arena staff will provide a general clean up at the end of the show.

- 25. A Parks and Recreation employee will be on grounds at all times during the hours of the show as well as for set up and take down of the event.
- 26. At the end of each event it is recommended the sponsor and a Parks and Recreation employee inspects the condition of the entire Arena and lock up the facility. The Arena has a security alarm system in place.
- 27. Overnight camping is available with hook-ups at the Fairgrounds YMCA (315-755-9622). Other limited sites are available with hookups for \$20 per night or without hookups for \$10 per night. Any group or vendor staying on the grounds overnight is subject to fees. The event coordinator is responsible for collecting fees or seeing that they contact our office to make overnight arrangements. The City reserves the right to bill the event coordinator for those who do not make the arrangements.
- 28. All events should be aware of facility limitations as they pertain to air handling, heat, dressing rooms, etc.

The City of Watertown provides the use of electrical equipment at no charge. However, additional cost of installation of electrical equipment above and beyond the existing layout on the Arena floor, to suite individual requirements, is the responsibility of the sponsor. Any changes to the current electrical system at the Arena must be made through the Electric Department and the Parks and Recreation Department. All electrical equipment shall be returned to its original state. Groups will be charged by the Electrical Department for any damages or alterations in the existing electrical equipment that resulted from this event.

I understand and have read all parts of this agreement. It will be my duty to insure that those participating in this event understand and have knowledge of all rules listed. The Director of the Event will be the point of contact for all issues. ***The Event Summary must be completed in full.***

Director of Event	Date	Phone
Address	Email Address	Mobile Phone if needed
City/Town/Village - State	Fax	Other
Billing Address if different from above:	Address	Phone

**Per City Code: ARTICLE III Use of Fairgrounds Ice Arena (§ A320-4)
 § A320-4 Schedule of fees.**

- A. The schedule for general admission to the City's Fairgrounds Municipal Arena shall be established and enforced as follows:
 - (7) Shows and events: \$500 per day; \$250 per day to reserve arena prior or post event; ***plus additional expenses agreed upon and included in the contract.****
 - (9) Chair rental: \$0.50 per chair per day; table rental: \$2.50 per table per day or \$7 per table per weekend.

**** Special needs and requests above and beyond a normal event will be billed accordingly for each request. For example: Electrical services cover connection and disconnect as part of this agreement. If further electrical services are needed it is up to the event coordinator to request the service as part of this contract and will be furnished with an estimated cost for the service(s). The same policy and charges will be applied for use of restricted areas, outside water/sewer connections and any other additional requests.***

Event Summary

Name of Event: _____
Contact Person: _____ Contact Phone: _____
Event Date: _____ Start Time: _____ Finish Time: _____
Event Date: _____ Start Time: _____ Finish Time: _____
Event Date: _____ Start Time: _____ Finish Time: _____
Set up Date: _____ Start Time: _____ Finish Time: _____
Take Down Date: _____ Start Time: _____ Finish Time: _____

BILLING

_____ Event days @\$500 per day _____
_____ Set up days @\$250 per day _____
_____ Take down days @\$250 per day _____
_____ Chairs @ \$.50 per chair per day _____
_____ Tables @\$2.50 per day _____
_____ Overnight parking/camping _____
_____ Additional Request Fees _____
TOTAL _____

DATE _____ less security deposit - \$250

Amount to be billed _____
Checks to be made payable to "City of Watertown"

Certificate of Insurance Enclosed _____
Policy Number: _____ Copy to CM: _____

Floor Plan Enclosed: _____
Copy to Codes: _____ Approval: _____

Security for Event: _____
Copy to PD: _____ Approval: _____

Facility Requests:

Entrance Door(s) Requested: _____
Public Address System: _____
Staging: _____ Size: _____
Bleachers: _____ Capacity: _____
Locker Rooms: _____
Trash: _____ Dumpster: _____
Electrical - Routine Request: _____
Connection Date & Time: _____
Disconnection Date & Time: _____

Some requests may be referred to City Electric or other Department for fees cost estimates.

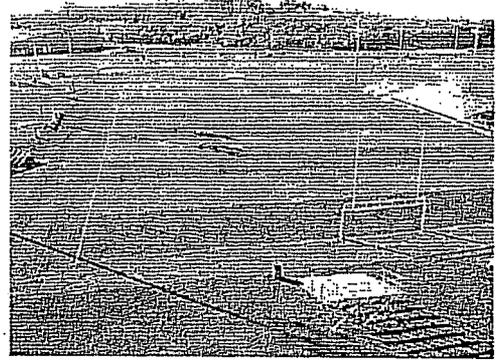
Concession Request: _____
Request time: open _____ close _____

Additional Requests:

_____ Fee
Additional Requests: _____ Fee
_____ Fee
Additional Requests: _____ Fee

WATERTOWN PARKS AND RECREATION

Facility and Athletic Field Agreement



This is an agreement between the CITY of WATERTOWN and _____ for use of the _____ (requested area) for _____ (purpose).

Date: _____ Time: _____ Event: _____ (event/ groups) Fee _____

Date: _____ Time: _____ Event: _____ (event/ groups) Fee _____

Date: _____ Time: _____ Event: _____ (event/ groups) Fee _____

Date: _____ Time: _____ Event: _____ (event/ groups) Fee _____

ESTIMATED TOTAL FEE _____



Estimated attendance including participants _____
 Please check all that apply relative to those associated with your event:
 _____ City Wide Only _____ Some Outside City Limits
 _____ Jefferson County Wide _____ Outside Jefferson County

Fees have been assigned to the following areas & will be billed accordingly:

- Fairgrounds main baseball ballfield - \$60 per game.
- \$90 per double game of same teams.
- \$100 per day Watertown Wizards Game.
- \$125 per night Watertown Wizards Game.
- \$50 per day practice for Watertown Wizards.

- Fairgrounds main multi-purpose field #1 - \$60 per game or \$30 per hour
- \$50 for the use of lights.
- \$150 per Red & Black or Adult football game.
- Other Fairgrounds Athletic Fields - \$30 per game
- \$25 per lights
- Fairgrounds horse ring - \$60 per show.
- Parking Fee - \$1 per car (at City's Discretion).
- Fairgrounds area - \$200 per day.
- Seasonal area use - Applicable roster fees, and/or maintenance costs for event.
- Concessions - 10 percent of gross sales with City permission only.

Field additives such as the drying agent used for rainouts will be limited to 4 bags per field. Additional bags if requested will be billed at \$10 per bag minimum.

**The City reserves the right to charge additional fees if an excessive amount of time beyond the length of a normal event is used, or if an event is started but not completed, if insufficient notice is given for a cancellation, or an excessive amount of materials are used to ready a game. Checks should be made payable to the City Comptroller and sent to the Parks and Recreation Department Office, 600 Wm. T. Field Drive, Watertown, New York 13601.*

***All Outstanding Invoices must be paid in full before any new events will be discussed or scheduled.**

1. The requested area will be cleaned and in good condition for the event. Groups will be responsible for leaving the facility in the same condition as it was prior to their event. This includes policing the area and removing any trash brought into the facility by your group.
2. The area will be prepared and ready for use within the City's limitations. Only City employees are allowed to work on fields. An additional charge may be applied if City personnel are required to perform extra duties or use additional materials beyond the normal preparation and maintenance of the facility. Please check to see what is needed at the area for your event. Items such as yard markers, tables, jumps, privacy screens, and etc. may not be available and would need to be furnished by the event coordinator.

3. It is of utmost importance to make sure that we have in our possession, a certificate of insurance, naming the City of Watertown as an insured party, in the amounts of \$500,000/ \$1,000,000 combined single limit, prior to this event.
4. Permission for use of this facility can be denied or canceled if the proposed activity is deemed not proper, too dangerous, cost prohibitive, unsuitable or damaging to the facility. In the event of cancellations the Parks and Recreation Department will arrange for rescheduling if so desired. In this case, if all is the same the agreement may transfer to the rescheduled date.
5. No food or beverage is allowed or can be sold at the fairgrounds except by the designated concessionaire, the Watertown (June - September) Wizards, unless the parties involved make an agreement with said concessionaire. If allowed or the concession is open, food or beverage is allowed only in spectator areas and groups are responsible for clean up, disposal of trash and associated debris from the concession. If the concession is open the concessionaire is responsible for clean up. **The City will receive ten percent (10%) of the gross concession sales from the concessionaire.**
6. Permission for use or sale of alcoholic beverages will be decided on an individual basis by the City Manager and if approved ten percent of the gross from concession sales will be paid to the City.
7. Groups using the facility are responsible for the supervision, emergency service requirements and safety of their event. They may be required to provide proper police protection. A telephone for emergency purposes only is located in the maintenance room of the main baseball field. The pool, arena, sewage treatment plant and indoor sports complex also have telephones.
8. The facility will be rented on a first come, first serve basis except for groups using the facility on a continuing basis each year for annual events.
9. Restrooms are available upon request. Groups will be responsible for supervision and leaving the restrooms in the same condition in which they were prior to this event.
10. Exceptions to the standard fee charges can not be made by this office. Additional fees will be charged for excessive use of materials to get a game in or a field ready above and beyond the normal 4 bags per field.
11. The City can make a public address system available upon request, however a fee may be charged depending on the circumstances. Permission for the use of items such as the buildings at the horse ring, and some rooms at the baseball field must be obtained by the groups responsible for them. Permission for the ballfield tarp will be given if adequate assistance is provided.
12. Admission fees to events may be charged by the sponsor if so desired. Gates and collection of fees is the responsibility of the sponsor.
13. The City of Watertown will not be responsible for lost, damaged, stolen or items left behind.
14. A City employee will be present or nearby at all times during the hours of the event. The facility will be open approximately ½ hour before each event unless otherwise requested by the sponsor.
15. At the end of each event, it is recommended the sponsor and a City employee inspect the condition of the entire facility.

I understand and have read all parts of this agreement. It will be my duty to insure that those participating in this event understand and have knowledge of all rules listed. I will also make sure all necessary information has been supplied to the Parks and Recreation Department prior to the event.

Name of Organization	Director of Event	Date
Billing Address	Phone for Cancellations	Retained Copy

Current Certification of Insurance on File
 Signed Agreement with complete details
 Schedule and Contacts included

Administration, 315-785-7775 (scheduling, information, cancellations, scoreboard, conditions, pa system, concession, etc.)
Field Number 315-788-1474 (night & weekend contact)

CITY OF WATERTOWN
PARKS and RECREATION
 600 Wm. T. FIELD DRIVE
 WATERTOWN, NEW YORK 13601
 315-785-7775 phone - 315-785-7776 fax
 Email - parksrec@watertown-ny.gov
 revised 2/17/10

	<h1>MEMORANDUM</h1> <h2>Dept. Public Works</h2>	J. Carlsson
		Sr. Eng. Tech.
		Date: 04-13-11
		Ref: ET 100-01
To:	Gene Hayes, Department of Public Works Superintendent	
Subject:	Watertown Municipal Arena – Concession Stand Renovations	

Request: To rehabilitate and outfit the existing Watertown Municipal Arena Concession Stand as defined by the City of Watertown's 2010-2011 Capital Budget (reference page 245).

Purpose: To facilitate the transition of the operation from not-for-profit arena user organizations to City employees.

Project Scope: In the 2010-11 Capital Budget, funding in the amount of \$35,000 was identified for the renovation project. The project included the deconstruction of the existing equipment, installation of new tile surfaces, upgrades to the electrical and plumbing systems, and the purchasing and installation of new concession stand equipment.

Project Summary: The initial planning and design of the concession stand commenced in August of 2010 and crews began removing the existing equipment at that time. In September, purchase orders were issued for the new equipment and a contractor was selected for the tile work. The tiles were installed, the electrical and plumbing upgrades were completed, and the new equipment was installed in October. The Department of Health, Electrical and Code inspections were completed in early November and on November 5th the concession stand was in operation.

Project Totals:

Material Costs	\$21,268.65
Contracted Services	\$7,371.57
Grand Total	\$28,640.22

Project Documentation Attached:

Content	Page
Capital Budget Page – Project Description & Funding	2
DPW Work Order Associated with the Project	3
Floor Plan, Concession Layout & Equipment Schedule	7
Photographs taken prior to the renovation project	10
Photographs taken of the completed renovation project	12

Josh

cc: Jay St. Croix, Superintendent of Parks & Recreation
Danita Salmons, Office Manager

FISCAL YEAR 2010-2011 CAPITAL BUDGET FACILITY IMPROVEMENTS ARENA

PROJECT DESCRIPTION	COST
<p>Arena Concession:</p> <p>Located in the lobby area of the Municipal Arena the dedicated concession area, which has traditionally been operated by not-for-profit arena user organizations, will this year be staffed and operated by City employees.</p> <p>This funding will be used for the rehabilitation and basic outfitting of the existing facility to facilitate the sale of hot and cold beverages along with the more basic fare of hot dogs, popcorn, nachos and pizza as well as candy bars, and packaged pastries and bakes goods.</p> <div style="text-align: center;">  </div> <p>Funding to support this project will be through a transfer from the Capital Reserve Fund.</p>	<p>\$35,000</p>
TOTAL	\$35,000



City of Watertown Department of Public Works Work Order Report

Work Order Number A7265-168

Department Arena	Status Completed
Project ID J73.7155.0300	Billed On
Project Manager Carlsson, Joshua	Invoice Number
Activity GEN - Moderate Maintenance	Invoice Amount
Street 600 W.T. Field Drive	Payment Status
Facility Name Watertown Fairgrounds Arena	Date
Location Description The concession area is located off the lobby/warming area of the Arena.	Invoice Note

Details Concession Stand: All work associated with the renovation of the Arena's concession area. To include: deconstruction, installation of tile surfaces, electrical work, purchase and installation of concession stand equipment.

Notes

Priority	Labor Cost Actual \$5,706.73
Start Date Actual 7/1/2010	Equipment Cost Actual \$723.55
Stop Date Actual 12/15/2010	Material Cost Actual \$21,268.65
	Other Cost Actual \$7,371.57
	Total Cost Actual \$35,070.50

Labor (Actual)

Start Date	Last Name	First Name	Activity	Total Hours	Cost
8/6/2010	Carlsson	Joshua	Administrative/Planning	4.00	\$167.13
8/10/2010	Carlsson	Joshua	Administrative/Planning	8.00	\$334.26
8/11/2010	Carlsson	Joshua	Administrative/Planning	6.00	\$250.69
8/12/2010	Carlsson	Joshua	Administrative/Planning	5.00	\$208.91
8/13/2010	Carlsson	Joshua	Administrative/Planning	3.00	\$125.35
8/24/2010	Carlsson	Joshua	Administrative/Planning	6.00	\$250.69
9/2/2010	Carlsson	Joshua	Administrative/Planning	5.00	\$208.91
9/9/2010	Carlsson	Joshua	Administrative/Planning	6.00	\$250.69
9/10/2010	Carlsson	Joshua	Administrative/Planning	2.00	\$83.56
9/13/2010	Carlsson	Joshua	Administrative/Planning	2.00	\$83.56
9/23/2010	Carlsson	Joshua	Administrative/Planning	2.00	\$83.56
9/24/2010	Carlsson	Joshua	Administrative/Planning	2.00	\$83.56
10/1/2010	Green Jr.	Ralph	Layout/planning	1.50	\$83.54
10/28/2010	Carlsson	Joshua	Administrative/Planning	2.00	\$83.56
10/28/2010	Green Jr.	Ralph	Install	2.00	\$111.38
10/28/2010	Misercola	Christopher	Install	6.00	\$265.08
10/28/2010	Weller	Todd	Install	6.00	\$283.75
10/29/2010	Green Jr.	Ralph	Install	2.00	\$111.38
10/29/2010	Misercola	Christopher	Install	8.00	\$353.45
10/29/2010	Weller	Todd	Install	8.00	\$378.34
11/1/2010	Green Jr.	Ralph	Install	2.00	\$111.38
11/1/2010	Misercola	Christopher	Install	4.00	\$176.72

Work Order Number A7265-168

11/1/2010	Weller	Todd	Install	4.00	\$189.17
11/2/2010	Carlsson	Joshua	Administrative/Planning	6.00	\$250.69
11/2/2010	Green Jr.	Ralph	Install	1.00	\$55.69
11/2/2010	Misercola	Christopher	Install	5.00	\$220.90
11/2/2010	Weller	Todd	Install	5.00	\$236.46
11/3/2010	Carlsson	Joshua	Administrative/Planning	8.00	\$334.26
11/4/2010	Green Jr.	Ralph	Install	1.00	\$55.69
11/4/2010	Misercola	Christopher	Install	3.00	\$132.54
11/4/2010	Weller	Todd	Install	3.00	\$141.88
Labor Totals				128.50	\$5,706.73

Equipment (Actual)

Start Date	ID	Description	Total Usage	Cost
10/1/2010	6-003	Pickup Service 4x2	1.50	\$24.75
10/28/2010	6-003	Pickup Service 4x2	2.00	\$33.00
10/28/2010	6-001	Bucket Truck 32'	6.00	\$130.80
10/29/2010	6-001	Bucket Truck 32'	8.00	\$174.40
10/29/2010	6-003	Pickup Service 4x2	2.00	\$33.00
11/1/2010	6-001	Bucket Truck 32'	4.00	\$87.20
11/1/2010	6-003	Pickup Service 4x2	2.00	\$33.00
11/2/2010	6-003	Pickup Service 4x2	1.00	\$16.50
11/2/2010	6-001	Bucket Truck 32'	5.00	\$109.00
11/4/2010	6-003	Pickup Service 4x2	1.00	\$16.50
11/4/2010	6-001	Bucket Truck 32'	3.00	\$65.40
Equipment Totals			35.50	\$723.55

Material (Actual)

Start Date	Description	Quantity	Unit Price	Cost
7/9/2010	Food Service Equipment, Used WHA Inv.200836 / Used Concession Stand Equipment - Two (2) Freezers & One (1) Fridge	1.00 ea	\$500.00	\$500.00
7/9/2010	Food Service Equipment, Used WHA Inv.200836 / Used Concession Equipment - Safe, Cash Register and Security System	1.00 ea	\$250.00	\$250.00
9/16/2010	Display Case, Pastry Smith Inv.323156 / Display Case w/ Additional Trays	1.00 ea	\$234.72	\$234.72
9/16/2010	Merchandiser, Nacho Cheese & Chips Smith Inv.323156 / Nacho Cheese Warmer \$399.89 & Smith Inv.322400/ Chip Warmer \$349.44	1.00 ea	\$749.33	\$749.33
9/16/2010	Table, Work Smith Inv.323156 / Filler Table	1.00 ea	\$428.40	\$428.40
9/16/2010	Merchandiser, Pizza Smith Inv.324722 / Pizza Display/Merchandiser	1.00 ea	\$1,116.02	\$1,116.02
9/16/2010	Merchandiser, Pretzel Smith Inv.324722 / Pretzel Merchandiser	1.00 ea	\$389.31	\$389.31
9/16/2010	Popper, Popcorn Smith Inv.322400 / Popcorn Popper	1.00 ea	\$1,341.31	\$1,341.31
9/16/2010	Roller Grill, Hot Dog Smith Inv.322400 / Hot Dog Roller Grill w/ Sneeze/Breath Guard	1.00 ea	\$1,324.40	\$1,324.40
9/16/2010	Table, Work Smith Inv.323156 / Work Table	1.00 ea	\$1,485.34	\$1,485.34
9/16/2010	Table, Work w/ Cabinet Base Smith Inv.324722 / Work Table w/ Enclosed Base	1.00 ea	\$2,014.26	\$2,014.26

Work Order Number A7265-168

9/27/2010	Sink, Hand	Smith Inv.324822 / Hand Sink w/ Soap & Paper Towel Dispensers	1.00 ea	\$630.28	\$630.28
9/27/2010	Faucet, Sink, Three (3) Compartment	Smith Inv.324822/ Faucet & Installation Kit for Three (3) Compartment Sink	1.00 ea	\$120.78	\$120.78
9/27/2010	Sink, Three (3) Compartment	Smith Inv.324822 / Three (3) Compartment Sink	1.00 ea	\$1,040.48	\$1,040.48
9/28/2010	Refrigerator, Undercounter	Katom Rest Supply Inv.1479594 / Undercounter Refrigerator	1.00 ea	\$1,321.54	\$1,321.54
9/28/2010	Freezer, Undercounter	Katom Rest Supply Inv.1479594 / Undercounter Freezer w/ alternate left hand hinging	1.00 ea	\$1,519.02	\$1,519.02
10/15/2010	125 AMP 20 CIRCUIT PANEL	CE Inv.226956901 / 1 PH 125A LDCT	1.00 ea	\$137.20	\$137.20
10/15/2010	125 AMP 20 CIRCUIT PANEL	CE Inv.271153900 / Orig. Inv.226956901 / 1 PH 125A LDCT	-1.00 ea	\$140.00	(\$140.00)
10/15/2010	Misc Electric material	CE Inv.226878102 / 4x4 R SLPD CLS	1.00 ea	\$21.56	\$21.56
10/15/2010	Misc Electric material	CE Inv.226878101 / SLPD STRT S @ \$510, SS 4x4 SLPD CLS @ \$22, Freight \$79.85 w/ an additional discount of \$10.64	1.00 ea	\$601.21	\$601.21
10/25/2010	Miscellaneous Building Supplies	Home Depot Inv. / Grout Sealer	12.00 ea	\$9.97	\$119.64
10/27/2010	100 AMP 3 PHASE BREAKER KIT	CE Inv.227095100 / 125B Breaker Kit @ \$380 w/ an additional discount of \$11.91	1.00 ea	\$368.09	\$368.09
10/27/2010	20 X 48 SURFACE COVER	CE Inv.227095100 / 48" Surface Cover	1.00 ea	\$75.00	\$75.00
10/27/2010	20 AMP 2 POLE BREAKER BOLT IN	CE Inv.227095100 /	1.00 ea	\$17.95	\$17.95
10/27/2010	30 AMP 2POLE BREAKER BOLT IN	CE Inv.227095101 / 30A Interior	1.00 ea	\$123.48	\$123.48
10/27/2010	30 AMP 2POLE BREAKER BOLT IN	CE Inv.227095100 /	1.00 ea	\$17.95	\$17.95
10/27/2010	20 AMP SINGLE BREAKER	CE Inv.227095100 /	12.00 ea	\$8.15	\$97.80
10/27/2010	Misc Electric material	CE Inv.227095100 / Back Box	1.00 ea	\$6.85	\$6.85
10/28/2010	Microwave Oven	Home Depot Inv.9050718 / Microwave Oven	2.00 ea	\$129.00	\$258.00
10/29/2010	Countertop All-Purpose Oven	Renzi Brothers Inv.1249318 / Pizza Oven	2.00 ea	\$268.94	\$537.88
11/1/2010	Beverage Merchandiser	Glass Door Beverage Merchandiser	1.00 ea	\$1,275.00	\$1,275.00
11/1/2010	Coffee Brewer w/ 3 Lower Warmers	Smith Inv.329144 / Coffee Maker w/ 3 Lower Warmers	1.00 ea	\$567.56	\$567.56
11/1/2010	Fresh Mix Dispenser w/ 3 Hoppers	Smith Inv.329144 / Fresh Mix Dispenser w/ 3-Hoppers	1.00 ea	\$1,251.71	\$1,251.71
11/2/2010	Misc Electric material	CE Inv.227245600 / 120/240 wall stat	1.00 ea	\$11.14	\$11.14
11/3/2010	Wire Rack Shelving	Smith Inv.327008 / (5) 18" wd x 60" lg Chrome Shelves & (4) 63" lg Chrome Posts	1.00 ea	\$215.46	\$215.46
11/3/2010	Freezer, Undercounter	KaTom Rest Supply Inv.131003 / Credit for supplying right hinged door and not a left hinged door	1.00 ea	(\$150.00)	(\$150.00)
11/4/2010	Miscellaneous Building Supplies	Smith Inv.326355 / Three (3) Coffee Decanters	3.00 ea	\$10.50	\$31.50
11/4/2010	Miscellaneous Building Supplies	Smith Inv.326312 / misc. utensils and kitchen supplies	1.00 ea	\$179.67	\$179.67
11/4/2010	Miscellaneous Building Supplies	Seaway Sales Inv.814856 / black anti-fatigue matting	1.00 ea	\$180.75	\$180.75

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11/4/2010	Misc Electric material	CE Inv.227244300 / Switch Box, Bushings, Misc.	1.00 ea	\$14.39	\$14.39
11/5/2010	Equipment Stand	Smith Inv.331059 / Equipment Stand w/ Adjustable Undershelf and Heavy Duty Casters	1.00 ea	\$677.71	\$677.71
11/10/2010	Misc Electric material	CE Inv. / Conduit 1/2-EMT	1.00 ea	\$8.52	\$8.52
11/10/2010	Misc Electric material	CE Inv. /covers, bushings, wire	1.00 ea	\$187.35	\$187.35
11/24/2010	Miscellaneous Building Supplies	Smith Inv.329054 / Four (4) Slice Toaster	1.00 ea	\$79.99	\$79.99
11/24/2010	Miscellaneous Building Supplies	Smith Inv.329054 / Food Containers w/ Lids	2.00 ea	\$15.05	\$30.10
Material Cost					\$21,268.65

Other (Actual)

Start Date	Vendor	Description	Cost
9/13/2010	S.L.R. Home Improvements	Installation of Floor & Wall Tiles for the Concession Area.	\$5,402.00
11/30/2010	Derouin's Plumbing	Inv.14462 / Plumbing Drains & Water Supplies to Sinks, etc.	\$1,899.57
12/7/2010	Commonwealth Electrical Inspection Service	Inv.17478 / Equipment Inspection	\$70.00
Other Cost			\$7,371.57

Daily Remarks

08/11/10; JAC: Met with G.Hayes, J.St.Croix & J.VanBrocklin to review draft plans for the concession layout that will be submitted to the Department of Health (DOH) application for a permit to operate.

08/13/10; JAC: Application for a Permit to Operate the Watertown Fairgrounds Arena Concession was submitted to the NYS Department of Health.

09/09/10; JAC: Held a pre-bid meeting with tile contractors to discuss the tile work that is to be completed as part of the renovation project.

09/16/10; JAC: A purchase order was issued for the majority of the food service equipment identified on the layout plans. Purchase of the sinks and refrigeration equipment is on hold.

09/20/10; JAC: A purchase order was issued for the installation of tile surfaces at the concession area.

09/27/10; JAC: A purchase order was issued for the hand sink, three (3) compartment and faucet.

09/28/10; JAC: A purchase order was issued for the undercounter refrigerator and freezer. This completes the order for food service equipment. Parks & Recreation is working on agreement with beverage suppliers for a cooler, coffee maker and hot beverage dispenser.

09/29/10; JAC: Received first shipment of the food service equipment that was ordered. Delivered items include: Popcorn Popper, Hot Dog Roller Grill & Sneeze Guard and the Nacho Chip Warmer. Installation and Operations Manuals have been scanned and attached.

10/13/10; JAC: Received shipment of food service equipment on 10/05/10 and 10/12/10. Tile installation is continuing. The floor tile have been placed, contractor is working on the wall tiles. The long (west) wall and short (south) wall are nearing completion. Spoke to Bob of Derouin's Heating & Plumbing on 10/12/10 to discuss plumbing the 3-compartment sink and the hand wash sink.

10/29/10; JAC: All purchased equipment has arrived on-site. Plumbing and Electrical work was conducted this week. That work is to wrap up on Monday, November 1st. DOH was called and a walk-thru was scheduled for November 2nd at 10:00 a.m. Outstanding items: Coffee Machines (Brewer & Mix Dispenser) & Pizza Ovens.

11/03/10; JAC: The decision was made to purchase the beverage merchandiser. The purchase order was issued on 11/01/10. Purchased shelving for under the countertop on 11/03/10 and will need to purchase a utility cart for the popcorn machine. Electrical inspection was completed on 11/02/10 and on 11/03/10 Code Enforcement and DOH both inspected the area. Verbal OK's were received by each of the inspectors. A copy of the DOH inspection report can be found in the attachments.

12/15/10; JAC: All purchased equipment has arrived and work order was marked as completed.



REVISION:	DESCRIPTION OF REVISION:	DATE:	BY:
DESIGNED BY:	JAC	REV'D BY:	N/A
DATE:	08/10/10	APP'D BY:	N/A
SCALE:	1/4" = 1'	DATE:	N/A

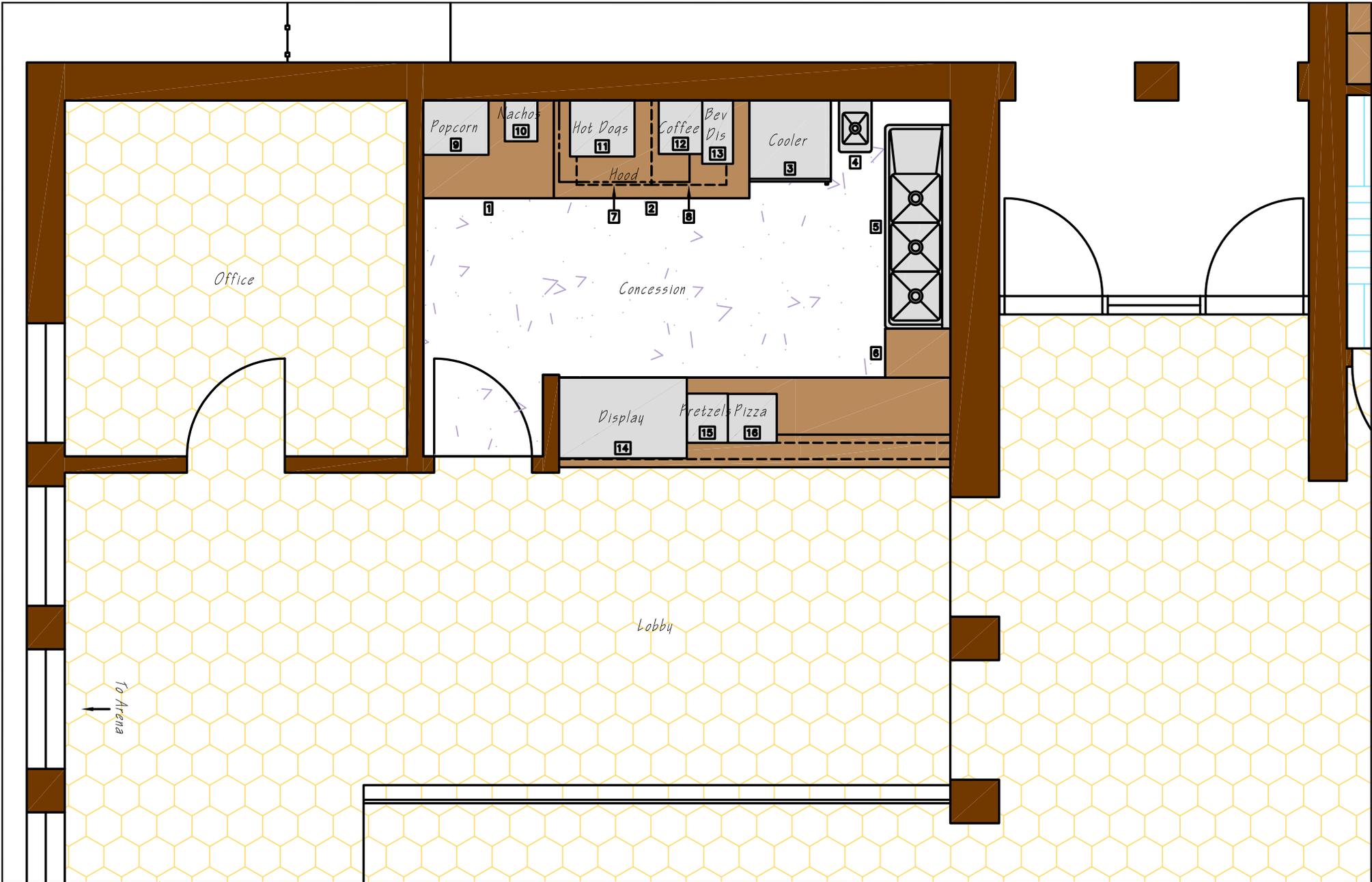
PROJECT NAME:
Watertown Municipal Arena

TITLE:
Floor Plan

MAP NUMBER:
SK-1



CITY OF WATERTOWN, NEW YORK
DEPARTMENT OF PUBLIC WORKS
 ROOM 206, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7770 FAX: (315) 785-7752



**CITY OF WATERTOWN, NEW YORK
DEPARTMENT OF PUBLIC WORKS**

ROOM 206, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601

TEL: (315) 785-7770 FAX: (315) 785-7752

PROJECT NAME:

WATERTOWN MUNICIPAL ARENA

DRAWN BY: JAC
DATE: 08/06/10
SCALE: 1/4" = 1'
TITLE:

APPROVED BY:
DATE:

FLOOR PLAN

SK-2

EQUIPMENT SCHEDULE

NO.	ITEM	MODEL NO.	NSF	AGA	UL	MANUFACTURER
1	WORK TABLE	CK-SS364M	X			ADVANCE TABCO OR EQUAL
2	WORK TABLE	T3672STEB-BS	X			EAGLE GROUP OR EQUAL
3	COOLER	GDM-26	X		X	TRUE FOOD SERVICE EQUIPMENT OR EQUAL
4	HAND SINK	HS12-19	X			EAGLE GROUP OR EQUAL
5	3-COMPARTMENT SINK	TSA-3-L1	X			TURBO AIR OR EQUAL
6	FILLER TABLE	UT2418STE	X			EAGLE GROUP OR EQUAL
7	UNDERCOUNTER FRIDGE	TUC-27-LP	X		X	TRUE FOOD SERVICE EQUIPMENT OR EQUAL
8	UNDERCOUNTER FREEZER	TUC-27F-LP	X		X	TRUE FOOD SERVICE EQUIPMENT OR EQUAL
9	POPCORN MACHINE	1112710 PS-12	X		X	PARAGON OR EQUAL
10	NACHO COMBO WMR W/HTD SPT	2206	X		X	GOLD MEDAL PRODUCTS OR EQUAL
11	HOG DOG ROLLER GRILL	30CBD & 30SG-1D	X		X	STAR MANUFACTURING OR EQUAL
12	TWIN AIRPOT COFFEE BREWER	CWTF TWIN APS	X		X	BUNN OR EQUAL
13	MIX DISPENSER W/ 3 HOPPERS	FMD-3	X			BUNN OR EQUAL
14	COUNTER TOP DISPLAY	CD4828			X	FEDERAL INDUSTRIES OR EQUAL
15	PRETZEL MERCHANDISER	6403	X		X	NEMCO OR EQUAL
16	PIZZA CABINET	5551PZ			X	GOLD MEDAL PRODUCTS OR EQUAL

INTERIOR FINISH SCHEDULE

ROOM	FLOOR	CEILING	WALL
CONCESSION	VINYL TILE COVERED TO WALLS	CONCRETE	CERAMIC TILE

VENTILATION SCHEDULE

ROOM	METHOD OF VENTILATION
CONCESSION	EXISTING COMMERCIAL VENTILATION SYSTEM



CITY OF WATERTOWN, NEW YORK
DEPARTMENT OF PUBLIC WORKS
 ROOM 208, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601

TEL: (518) 768-7770 FAX: (518) 768-7762

PROJECT NAME:

WATERTOWN MUNICIPAL ARENA

DRAWN BY: **JAG**

DATE: 08/12/10

SCALE: N.T.S.

TITLE:

APPROVED BY:

DATE:

FLOOR PLAN

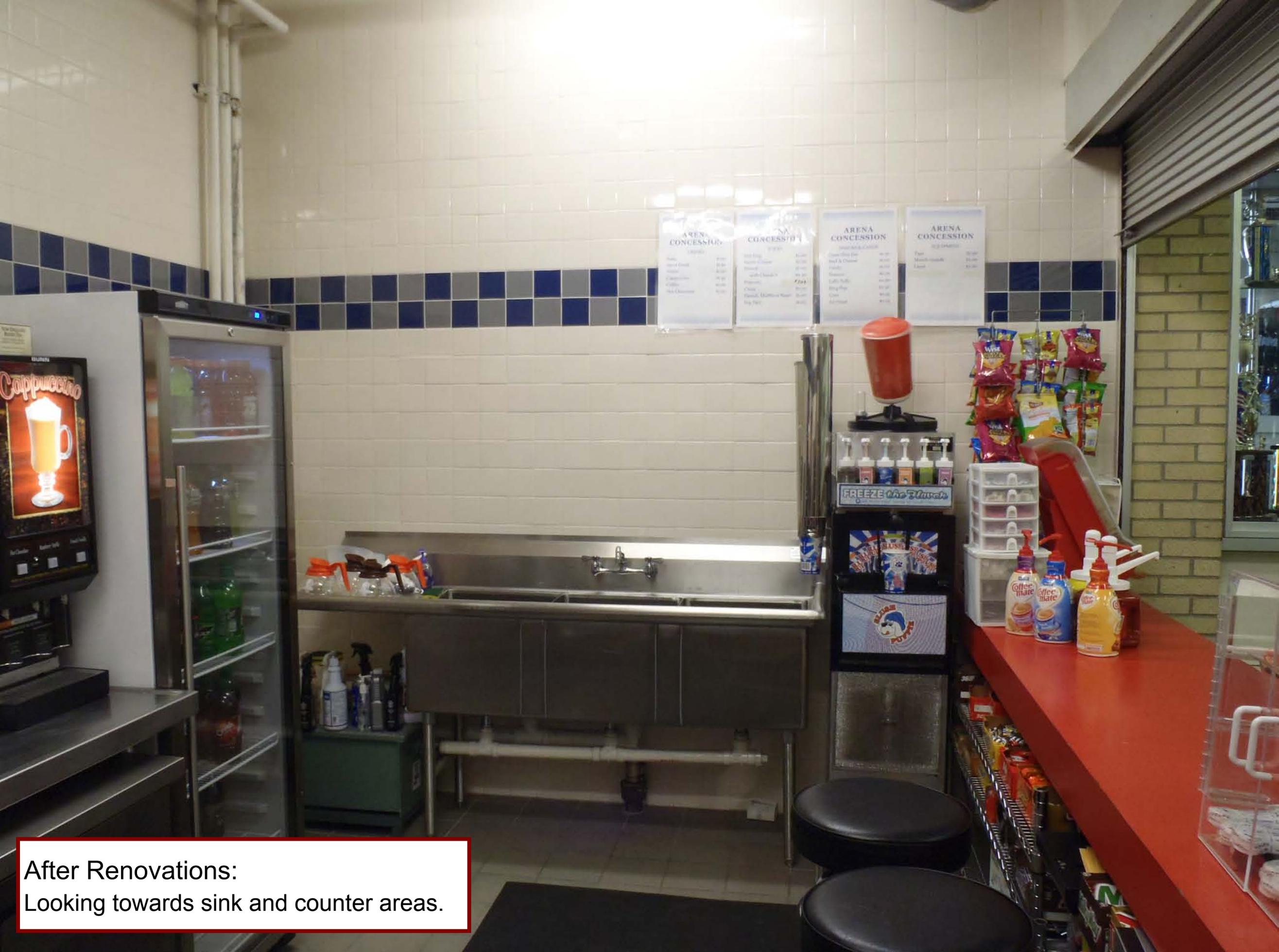
SK-3



Before Renovations:
Looking towards sink and counter areas.



Before Renovations:
Looking back wall and corner areas.



ARENA CONCESSION		ARENA CONCESSION		ARENA CONCESSION		ARENA CONCESSION	
Hot Dog	\$2.00						
Soft Drink	\$1.50						
Popcorn	\$3.00	Popcorn	\$3.00	Popcorn	\$3.00	Popcorn	\$3.00
Hot Chocolate	\$2.50						
Ice Cream	\$3.50						
Hot Chicken	\$4.00						
Hot Wings	\$4.50						
Hot Chicken Wings	\$5.00						
Hot Chicken Wings	\$5.50						
Hot Chicken Wings	\$6.00						
Hot Chicken Wings	\$6.50						
Hot Chicken Wings	\$7.00						
Hot Chicken Wings	\$7.50						
Hot Chicken Wings	\$8.00						
Hot Chicken Wings	\$8.50						
Hot Chicken Wings	\$9.00						
Hot Chicken Wings	\$9.50						
Hot Chicken Wings	\$10.00						

After Renovations:
Looking towards sink and counter areas.



After Renovations:
Looking back wall and corner areas.



After Renovations:
Looking towards front counter area.